

i98FM's Shop 'til you Drop Promotion Terms & Conditions

- Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
 - Entry is only open to Australian residents. Owners, directors, management and employees (and their immediate families) of the Promotional Agent and the Promoters, and their agencies associated with this promotion are ineligible to enter, unless stipulated otherwise. Owners, directors, management and employees (and their immediate families) of a Promoter may only participate by shopping with and/or eliciting the services of other participating Promoters, and therefore may not enter on their own official tickets.
 - At the discretion of the participating Promoter, any overdue accounts may or may not be awarded with official entry tickets. The Promotional Agent and the other participating Promoters take no responsibility for the claims between the particular Promoter and its customers.
 - Owners, directors, management and employees (and their immediate families) of a Promoter should keep receipts of money spent at other Promoters to gain entry for verification. Unless otherwise specified, real estate agents and lending institutions will issue official tickets on commission and/or fees and/or the placement of advertising only. Participating chemists may not issue official tickets for prescription items and some scheduled medicines. Tickets will not be issued for the purchase of tobacco products. Any participating Promoters not issuing tickets in accordance with the recommended ticket formula will display their individual terms for issuing tickets. Supporting media i98FM will issue a limited number of tickets to listeners to attract people to participating businesses.
 - The Promotional Agent, acting on behalf of the Promoters, reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promotional Agent's discretion. Failure by the Promotional Agent to enforce any of its rights at any stage does not constitute a waiver of those rights.
 - Promotion commences 1am AEST on 28/11/11. Entries close midnight AEST on 17/2/2012
 - To be eligible to enter, entrants must spend a selected amount in a participating outlet to gain an official ticket. Minimum purchases of no less than \$10.00 may be spent to gain an official ticket in participating businesses. Every purchase of \$10.00 or more in a participating business during the promotional period is entitled to an official ticket in accordance with the recommended ticket formula, except as outlined above, including where a business has a different ticket issuing formula.
 - To enter, entrants must then either:
 - Complete their details on the official ticket and place it in the entry box at any participating business during the promotional period;
 - Send to PO Box 400 Warilla NSW 2528 during the promotional period.
 - Incomplete, indecipherable or illegible entries will be deemed invalid.
 - Only one entry permitted per person, per official ticket.
 - There are no restrictions to the number of entries which can be made.
 - The winners will be "provisional winners" only, subject to providing proof of purchase, if required at the Promotional Agent's discretion. Once verification has taken place, they will be deemed a "winner".
 - The draw will take place at Club Windang 2-6 Judbooley Parade Windang NSW 2528 on 3/3/2012 at 11am AEST. Provisional winners will be notified within 2 days of the draw. Winners will be notified by mail and the names of winners of prizes valued at over \$500 will be published in The Illawarra Mercury on 9/3/2012. The Promotional Agent's decision is final and no correspondence will be entered into.
 - The first valid entry drawn will win a \$50,000 Shopping Spree. The next valid entry drawn will win a \$25,000 Shopping Spree. The next valid entry drawn will win a \$5,000 Shopping Spree. The next valid entry drawn will win a \$1,000 Shopping Spree. The next five (5) valid entries drawn will each win a \$500 Shopping Spree. The next six (6) valid entries drawn will each win a \$250 Shopping Spree and the next one hundred and fifty (150) valid entries drawn will each win a \$100 Shopping Spree.
 - The total prize pool value is valued at up to \$100,000 including GST.
 - Shopping Spree Prize are awarded subject to the following conditions and such other conditions as set out in these Terms and Conditions:
 - A Shopping Spree prize will be awarded in a form of pre-determined value shopping card(s). Any unused value of the Shopping Spree shopping cards will not be awarded in cash or credit. However, a winner can spend more than the face value of the Shopping Spree shopping card amount: example, a \$100 Shopping Spree shopping card can be redeemed as part payment for a \$400 purchase. The redemption of the Shopping Spree shopping cards may be subject to additional terms and conditions as nominated by the Promotional Agent.
 - The Shopping Spree shopping cards may only be redeemed by the winners on Saturday 24/3/2012 with participating retailers and providers of services. Photo ID will be required to redeem the Shopping Spree shopping cards. Goods will not be released to, or services performed for, the prize winners until the Promoter has validated the authenticity of the presented Shopping Spree shopping card(s).
 - Each entrant agrees that if the entrant wins a prize, the entrant's name, town of residence, photograph and video footage may be used in any publicity relating to this promotion.
 - A Shopping Spree prize must be taken as offered and is not transferable or redeemable for cash, nor may it be used to repay pre-existing debts or to establish credit with any financial institution.
 - The winner will be responsible for any ancillary costs associated with redeeming the Shopping Spree shopping cards.
17. Prizes are subject to the standard terms and conditions of individual prize and service providers.
18. In the event of war, terrorism, state of emergency or disaster, the Promotional Agent, acting on behalf of the Promoters, reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
19. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
20. If any prize (or part of any prize) is unavailable, the Promotional Agent acting on behalf of the Promoters, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes may take place on 8/6/2012 at the same time and place as the original draw, to award a prize of equivalent value or specification, subject to any directions from a regulatory authority. Provisional winners, if any, will be notified within 2 days of the unclaimed prize draw. Winners, if any, will be notified by mail and the names of winners of prizes valued at over \$500, if any, will be published in The Illawarra Mercury on 14/6/2012
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promotional Agent and/or the Promoters, the Promotional Agent and/or the Promoters reserve the right, in their sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the Trade Practices Act, ASIC Act, or the Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) participation in the Shopping Spree.
27. As a condition of accepting any prize, the winner (and any companion) must sign any legal documentation as and in the form required by the Promotional Agent and/or the Promoters and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The Promotional Agent and the Promoters collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promotional Agent and the Promoters, may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promotional Agent and the Promoters. All entries become the property of the Promotional Agent.
29. The Promotional agent acting on behalf of the Promoters is Shop til you Drop Pty Limited (ABN 91 100 338 001) of Level 1, 1 Burelli Street, Wollongong NSW 2500, telephone: 1300 736 300.

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