

# JOY RADIOTHON 2024 COMPETITION TERMS AND CONDITIONS



## **Who is eligible to win a VIP Ticket?**

Anyone who registers as a New Member, renews their membership, or buys merchandise over \$10 AUD or more in a single transaction, is eligible to enter the draw to win a VIP Ticket to the JOY Radiothon Party 2024.

Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.

JOY staff, volunteers, presenters and their families are not eligible to win a VIP Ticket or the major prizes.

## **Is my Donation eligible for a prize entry?**

Donations which are tax deductible are unfortunately not legally eligible for prize draw. You may instead wish to join/renew during JOY Radiothon 2024, or buy merchandise, which is not tax deductible, however these transactions can be eligible to win a VIP Ticket.

## **How do they get the VIP Ticket?**

Entry into the draw is automatic, based on memberships and merchandise purchases received during the nominated period. Each eligible program will draw a winner from eligible entries received during their program.

Listeners that renew, sign up as a new member, or purchase JOY merchandise \$10 or more in a single transaction are eligible to enter the draw for a VIP Ticket.

The winner of the VIP Ticket will be drawn 10 minutes after the end of each program and announced on air during the next live program.

VIP Tickets are limited to 1 per person, you cannot win multiple VIP Tickets.

## **Can people enter multiple times to win a VIP Ticket?**

Yes, if people want to make purchases \$10 or more in multiple shows they can, but they can **only win one VIP Ticket for JOY Radiothon Party 2024**. Purchases of a value equal to multiples of \$10 in a single transaction are considered to be one entry, e.g. a \$15 purchase made in a single transaction is one entry, not two. Purchases that are equal value to more than one multiple of \$10 in a single transaction will be considered to be the number of entries that is equal to full multiples of \$10 in that transaction, e.g. a \$35 transaction is 3 entries not 4.

## **How is the VIP Ticket used?**

On the evening of Friday 21<sup>st</sup> June 2024, we are inviting VIP Ticket winners to the Victorian Pride Centre where they will be invited to pick a "Cuddly Toy of JOY". Each toy will have an envelope attached which contains details of their prize. An official will be present to ensure that the draw is fairly conducted.

## **JOY has no responsibility relating to the sponsors' delivery of their prize**

Once each person has won the prize JOY has no responsibility for what happens to the winner of the prizes if any accidents should occur whilst using the giveaways. The sponsors who donated the prizes will have a duty of care to ensure that the listeners don't have a negative experience.

## **What happens if the person who wins VIP ticket can't attend**

In this case a JOY representative will be allocated to represent that person, and will draw a "Cuddly Toy of JOY" on their behalf.

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## Promotion - Terms & Conditions

- Information on how to enter the draw and the list of prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- The promoter is JOY MELBOURNE INC. (JOY) ABN 52 334 960 331, Level 1, 79-81 Fitzroy Street St Kilda VIC 3182. Radiothon commences 8am AEST Saturday 1st June and finishes at 11pm AEST Friday 7th June (**Promotion Period**).
- Entry is only open to Australian residents. Entrants under 18 years old must have parental/guardian approval to enter, and the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. The parent/guardian is deemed to be the winner of the prize.
- All prizes are to be collected from the promoter’s Melbourne address unless otherwise stated at #11, with winners bearing any cost associated with collection.
- Entry to the prize draw is automatic for new memberships, renewed memberships, and merchandise purchases received during the promotion period.
- Prizes are drawn or allocated at the discretion of JOY MELBOURNE INC.
- Employees, volunteers (and their immediate family) of the Promoter, major sponsors and agencies associated with this promotion, are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step- parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step- sister or 1st cousin.
- Membership Entries.

There are two categories of membership – Private and Business/Organisation. These terms and conditions apply to Private memberships only.

Each Membership type provides the entrant with a number of entries into the draw – detailed below.

Membership Category	Private				
Membership Type	Passionate	Family	Individual	Concession	Under-18
Cost	\$250	\$124	\$84	\$42	\$22
Tickets	25 entries	12 entries	8 entries	4 entries	2 entries

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9. Merchandise Purchase Entries.

Merchandise purchases from JOY are automatically entered into the prize draw. Each \$10 purchased provides one ticket to prize draw. Entries will be allocated per transaction. For example, a purchase of \$49 provides 4 tickets to the prize draw. A purchase of \$51 provides 5 tickets to the prize draw.
10. The prize draw process for Private memberships and merchandise purchases is as follows:
  - a. Entries are received when payment is cleared with JOY's merchant facility providers.
  - b. Several times each day, at the end of participating programs, all entries received since the previous draw will be aggregated and a provisional winner will be drawn from this aggregate.
  - c. The VIP Ticket winner will be selected at random from the number of entries for that particular draw.
  - d. The provisional winner will be announced on air – identified by their first name and suburb.
  - e. The provisional winner will become the confirmed winner after their details are confirmed as meeting the entrant criteria. Provisional Winners will be notified via phone within two (2) business days of the draw and then in writing. Provisional winners must confirm they are eligible (as per these Terms and Conditions) to receive the prize.
  - f. Should a provisional winner fail to meet the criteria, then a new provisional winner will be drawn, until a confirmed winner is found.
  - g. The confirmed winner is given a VIP Ticket to the JOY Radiothon Party 2024
  - h. All confirmed winners, holding a VIP Ticket, are invited to **pick a "Cuddly Toy of JOY"** at the JOY Radiothon Party 2024. All "Cuddly Toys of JOY" will include a prize.
11. The prizes on offer for Private memberships and merchandise purchases will be announced during the week beginning 20<sup>th</sup> May 2024 and the list of prizes will be added to these terms and conditions on Friday 24<sup>th</sup> May 2024
12. All prize details are accurate at the time of publishing. Additional prizes may be added to the draw. The specific details and terms and conditions of the prizes is at the discretion of the sponsor and are provided in detail with the prize.
13. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
14. An individual cannot win more than one VIP Ticket during the promotion period.
15. Prizes are not redeemable for other goods or services and cannot be exchanged for cash. Prizes are not transferable.
16. The winners will have their first name, last initial and suburb published on the JOY website (<https://joy.org.au/>) after the promotion period has concluded.
17. In the event the winner is unable to be contacted or the prize is unclaimed by **5pm 28 June 2024**, the prize will be redrawn **Monday 1st July at 6pm** at JOY Melbourne Incorporated Studios, **79-81 Fitzroy St, St Kilda VIC 3182**.
18. The redraw winner/s will be notified via phone within two (2) business days of the redraw and then in writing. The redraw winner/s will have their first name, last initial and suburb published on the JOY website (<https://joy.org.au/>) once officially drawn.
19. If any prize (or part of any prize) is unavailable, the Promoter, 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.

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20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
21. The Total Prize Pool value is AUD \$19,000 as of time of publication on JOY.org.au
22. Any ancillary costs associated with redeeming a voucher are not included. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
23. Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
24. Prizes are subject to the standard terms and conditions of individual prize and service providers.
25. The Promoter 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
26. Incomplete, indecipherable or illegible entries will be deemed invalid.
27. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
28. The Promoter's decision is final and no correspondence will be entered into.
29. JOY Melbourne Incorporated, will introduce the prize winner and the prize donor and it will be the responsibility of the winner to negotiate final arrangements with the prize donor. Any additional costs are the responsibility of the prize winner.
30. JOY Melbourne Incorporated, its agents and its sponsors shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of taking any prizes, except for any liability which cannot be excluded by law.
31. It is a condition, to the fullest extent possible by law, by accepting a prize, prize winners agree to release JOY Melbourne Incorporated and their agents and its sponsors from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained in any way incurred by and/ or in connection with participation in the promotion and/or in use of the prize.
32. JOY Board Members, all JOY Volunteers and Employees of JOY Melbourne Incorporated and their spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step- parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin and employees of our prize donors and their companies and their spouse, ex- spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin are not eligible for any prizes in this promotion.
33. As a condition of accepting the prize, a winner must sign any legal documentation in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be

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- required to sign the legal documentation required under this clause on their behalf.
34. Call costs to JOY Melbourne Incorporated at a local rate. Public phones, mobile phones and STD or overseas calls will attract a higher fee.
  35. JOY Melbourne Incorporated will not be responsible for any delayed, lost or misdirected mail or any other communication.
  36. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
  37. The Promoter and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
  38. Personal information provided to JOY Melbourne Incorporated will be used for JOY Melbourne Incorporated membership servicing and promotions only (i.e. required for future notification of renewal notice / JOY events / competitions / information / meetings / general updates) and will not be given out to any other organisations or individuals (other than any Australian regulatory authorities on request). Entry is conditional on providing this personal information. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <https://joy.org.au/privacy/>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information held by the Promoter, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
  39. Authorised under: JOY Melbourne Inc.

## **JOY Melbourne Inc**

Victorian Pride Centre

Level One, 79-81 Fitzroy Street, St Kilda VIC

3182 local call 1300 JOY 949 / 1300 569 949

overseas call +61 3 9267 6000

[www.joy.org.au](http://www.joy.org.au)