

Terms & Conditions – 95bFM and The Dive Limited Create a Jingle Competition

1. By entering the 95bFM and The Dive Limited Create a Jingle Competition (the “**Competition**”) you agree to be bound by these Terms and Conditions.

Conditions of Entry:

2. To enter in the Competition you must be a New Zealand resident. The Cater Station employees and volunteers and their immediate families are ineligible to participate.
3. 95bFM and The Dive Limited reserves the right to exclude any person from participating in the Competition on reasonable grounds.
4. 95bFM and The Dive Limited reserves the right to refuse to award the Prize to any entrant who 95bFM and The Dive Limited decide (in their sole discretion) has violated these terms and conditions, gained unfair advantage in participating in the Competition or won using fraudulent means.
5. By participating in the Competition, you grant 95bFM and The Dive Limited exclusive permission to use your name, character, photographs, voice and likeness in connection with the Competition and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
6. All entries of jingles/songs/audio/lyrics including any Intellectual Property related to the jingle/song/audio/lyrics become the property of The Dive Limited and the entrants authorise The Dive Limited to use the jingle/song/audio/lyrics for promotional and marketing purposes, and/or authorise these to be passed onto a third party involved in the promotion for their marketing purposes. The entrant agrees that they shall not be entitled to any payment or compensation if and when the song/jingle is used.
7. If for any reason the Winner cannot accept or complete the Prize, 95bFM and The Dive Limited accepts no responsibility and are not obligated to provide a refund or exchange.

8. The Competition starts at 12noon Monday 29th April 2019 and will close at 12noon Monday 3rd June 2019.

The Prize:

9. The 1st place Prize consists of:
 - a) One Thousand dollars (\$1000) paid to winners nominated bank account
 - b) Voucher code for 2 x Slider kits delivered to an Auckland address (value \$733)
 - i. Not transferable for cash
 - ii. Must be used within 6 months of issue date
 - iii. Must be within the delivery confines as stated on thecaterstation.co.nz

(Together, the "**Prize**").

10. The 1st, 2nd and 3rd runner up prize(s) consist of
 - a. Voucher code for 1 x Slider kits delivered to an Auckland address (value \$374)
 - i. Not transferable for cash
 - ii. Must be used within 6 months of issue date
 - iii. Must be within the delivery confines as stated on thecaterstation.co.nz
11. The Winner takes the prize entirely at his/her own risk and indemnifies 95bFM and The Dive Limited in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the Prize. This includes any accident injury, property damage or loss of life that may occur.
12. To the fullest extent permitted by law 95bFM and The Dive Limited will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of your entry into the Competition or winning the Prize.

How to enter the Prize Draw:

13. Entrants must upload their audio file to SoundCloud and name the file 'CaterStationJingle (entrants last name)'. The entrant should then submit their entry to gabby@thecaterstation.co.nz and must include their full name, contact phone number, and SoundCloud link to be entered into the Prize draw.

The Prize Draw:

14. The winner will be selected by The Dive Limited on Monday 3rd June at 13:00. The winner will be contacted by email by The Dive Limited. The remaining follow up winners will also be contacted on Monday by email.

General:

15. 95bFM and The Dive Limited takes no responsibility for lost, damaged, misdirected entries, incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures, failures of computer equipment or software, inability to access telecommunications network services, or any other error or malfunction any equipment or technical malfunction, busy lines, inadvertent disconnection, Acts of God or otherwise.
16. The Prizes are not redeemable for cash or transferable. No other family members, friends, office associates or any other person will be able to participate on the Winner's behalf. In the event that the Prize becomes unavailable for any reason 95bFM and The Dive Limited may substitute a prize of like or equal value at their sole discretion.
17. In the event of any dispute, 95bFM and The Dive Limited's decision is final and no correspondence will be entered into.
18. 95bFM and The Dive Limited reserves the right to withdraw, cancel, vary or suspend the Competition without notice and to change the terms and conditions of the Competition at their sole discretion.