



'Music to Your Ears' Terms and Conditions

1. Introduction

- 1.1 These Terms and Conditions (General Contest Rules) shall be binding on you when entering the 'Music to Your Ears' competition operated by MACKAY HEARING.
- 1.2 No purchase or payment is necessary to enter 'Music to Your Ears' competition and entry guidelines are available on the MACKAY HEARING website.
- 1.3 Entry and participation in the 'Music to Your Ears' competition shall be deemed an unconditional acceptance by you of these Terms. All entry instructions and any other specific details relating to the competition or the prizes form part of these Terms.

2. Eligibility

- 2.1 You must be an Australian resident. Employees of MACKAY HEARING, their immediate families, press, agencies, sponsors and commercial partners or any other persons directly or indirectly connected with the competition are not eligible to enter the competition.
- 2.2 No person may enter the competition more than once.
- 2.3 You must be at least 18 years old to enter, and proof of age may be required.
- 2.4 All decisions of MACKAY HEARING will be final and binding. No correspondence will be entered into.
- 2.5 All entries must be received by 5pm Monday, 11 September, 2017 (AEST).

3. Prizes

- 3.1 All prizes must be collected within one month from the date of winning. After that time, unclaimed prizes will be deemed null and void.
- 3.2 MACKAY HEARING will not notify winners of the time remaining. It is the sole responsibility of winners to collect their prize.
- 3.3 Identification that includes a photograph (driver's licence, passport, student card) will be required when collecting the prize.
- 3.4 Where a winner chooses not to accept a prize, they forfeit any and all claims to that prize, which will be dealt with at the absolute discretion of MACKAY HEARING.
- 3.5 All prizes are accepted entirely at the risk of the winner and MACKAY HEARING excludes all warranties in connection with any prize.
- 3.6 Prizes are not transferable, must (where applicable) be used on the dates specified and may not be redeemed for cash.
- 3.7 Any expenditure by the winner above the maximum value of the prize claimed is not the responsibility of MACKAY HEARING.

- 3.8 MACKAY HEARING, its agencies, affiliates, sponsors and representatives are not responsible for defective prizes or misuse of any prize, or claims, liability, loss or damage arising out of or in connection with any contest promoted by MACKAY HEARING.
- 3.9 Where prizes are produced by a third party, the winner will be required to complete all appropriate or applicable booking or other formalities direct with such provider. MACKAY HEARING will have no responsibility for the acts or defaults of any other persons.
- 3.10 MACKAY HEARING reserves the absolute right to disqualify any entrant to any competition which it considers has used improper means to enter.
- 3.12 All winners of all prizes must agree to these general Terms and Conditions in order to claim their prize.

4. The Competition

- 4.1 Fraudulent, illegible or incorrect entries will not be accepted, at the absolute discretion of MACKAY HEARING.
- 4.2 The decision of a winner by MACKAY HEARING is final and binding on each person who enters and no correspondence will be entered into.
- 4.3 MACKAY HEARING may terminate any contest at any time at its absolute discretion. In the event of such termination, MACKAY HEARING may, at its absolute discretion, elect not to award any prize in respect of the terminated contest.

5. Confidentiality

- 5.1 The information collected will only be accessed by employees of MACKAY HEARING.
- 5.2 All information will remain confidential and not sold/passed on to other entities.

6. Publicity

- 6.1 Winning entrants may be required by MACKAY HEARING to participate in a photo or video and acknowledge that MACKAY HEARING has the right to use such publicity photos and/or videos in any medium and in any reasonable manner it sees fit, unless that person informs MACKAY HEARING at the time of entering the competition that he or she wishes to retain his or her anonymity.
- 6.2 MACKAY HEARING may incorporate information from entrants in any contest in any database to be used for the purpose of its business. Upon entry into a competition, a contestant will automatically give permission for use of personal data and this information will be retained in accordance with the Privacy Information Act.

7. Jurisdiction

- 7.1 These rules shall be governed and construed in accordance with Queensland Law.
- 7.2 Persons under the age of 18 are ineligible to enter.
- 7.3 Special restrictions or qualifications may apply to particular contests, in which case an addendum to these General Contest Terms and Conditions will be made.
- 7.4 MACKAY HEARING may change these General Contest Terms and Conditions at any time.



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