

Podcast Research Survey

Promotion, Terms and Conditions

General

1. The Promoter is Whooshkaa Pty Ltd (ABN: 89605961171) of 10 Little Turriell Bay Road Lilli Pilli, NSW 2229. Email info@whooshkaa.com
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the survey is deemed acceptance of these terms and conditions.
3. To the extent of any inconsistency between these Terms and Conditions and any other reference to this survey promotion, these Terms and Conditions prevail.
4. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, the Promoter and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion.
5. Any entrant found to have posted duplicate, or near duplicate entries, or to have used multiple email accounts to enter may be ineligible.

Who can enter

1. Entry is open to all survey entrants who are Australian residents and over the age of 18 as at the date of entry except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family means any of the following: spouse, ex-spouse, defacto 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.
2. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

1. The survey promotion commences on 18.11.20 at 00:01 AEST and concludes on 8.12.20 at 23:59 AEST. Entries must be received by the Promoter prior to the promotion close date and time.
2. The time of entry will in each case be the time the online entry is received by the Promoter, not at the time of transmission by the entrant.
6. The Promoter accepts no responsibility for any late, lost or misdirected entries or delays in the delivery of the entry due to technical disruptions, network congestion or for any other reason.

How to enter

1. Entrants may enter the survey promotion by completing the Podcast Research survey including the question “What do you enjoy about Moonshot as a podcast the most?” in 50 words or less. The most original, well constructed and creative answer will win.
2. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, “entry content” includes any text that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant’s original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant’s original work. If an entry cannot be verified to the Promoter’s satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant’s entry. An entrant’s entry must not include any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
3. The Promoter reserves the right to disqualify a winner if The Promoter becomes aware that the winner and/or the winner’s entry is of a type described in this clause.
4. Any entry that is made on behalf of an entrant by a third party will be invalid.
5. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

Number of Entries permitted

1. Multiple entries are not permitted.
2. Each entry must be submitted separately and in accordance with the entry requirements.

Determination and Notification of winner

1. The winner will be the valid entry submitted in accordance with these terms and conditions that is judged by Whooshkaa PTY LTD to be the most original and creative by 15.12.20 at 23:59:00 AEDT.
2. This promotion is a game of skill. Chance plays no part in determining the winner.
3. If any particular determination is scheduled on a public holiday, the determination will take place on the following business day.
4. The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the promotion result or any other decisions the Promoter makes in connection with the Promotion.
5. The winner/s will be notified via their personal email address within two days of being determined.
6. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. email address account holder).
7. Should an entrant’s contact details change during the promotional period, it is the entrant’s responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

8. If the winner has not claimed the prize by 21.12.20 then he or she will forfeit the prize and the prize will be awarded to the second valid entry submitted in accordance with these terms and conditions that is judged by Whooshkaa to be the next most original and creative by 23.12.20 at 23:59:00 AEDT.
9. The winner of the unclaimed prize will be notified via their personal email address within two days of the date on which they are judged to be the unclaimed prize winner.

Prize on offer

1. Individual prize value is up to \$250.00. (including GST). Total prize pool value is up to \$250.00 (including GST) as at 1.1.2019. One (1) winner will be awarded a \$250 Visa Debit Card up to the total prize pool value.
2. The promoter reserves the right to substitute the prize for one of equal or greater value.
3. Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
4. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
5. Prizes cannot be transferred or exchanged.
6. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
7. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

Further Terms and Conditions

1. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this survey if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this promotion.
2. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
3. If for any reason this promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the promotion, subject to any direction given under State Regulation.
4. Any cost associated with accessing the survey promotion is the entrant's responsibility and is dependent on the Internet service provider used.
5. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the

entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

6. Any entrant found to have used a third party (including online promotion entry site) to enter on their behalf will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
7. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
8. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
9. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by promotion entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
10. The Promoter reserves the right to redetermine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

1. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or Whooshkaa publications, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
2. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the prize (**Works**). The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all). The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sublicensees to material alterations to the Works (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Works, in any manner or context) for any purpose,

notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth).

3. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
4. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the promotion and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
5. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion but no further use of this information will be made without prior consent.
7. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
8. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using the survey services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email) at any time. We may also disclose your information to our agency and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law.
9. Your email address may be used for Facebook remarketing services to target similar users about podcast research surveys. This could be in the form of an advertisement on Facebook, or a site in the Facebook Network. Third-party vendors, including Facebook, may use cookies to serve ads

based on someone's past visits to the podcast research survey. Of course, any data collected will be used in accordance with our own privacy policy available [here](#).