

Who's Behind the Blinds Promotion Terms and Conditions

By entering into the draw to win the Prize, you (Entrant) acknowledge and accept the following terms and conditions, as well as the radio station's general conditions of entry, as amended from time to time.

- 1. Promotion** **Who's Behind the Blinds Promotion**
LTPM/17/17362
- 2. Promoter** Macquarie Media Limited (2GB) of Ground Floor, Building C, 33-35 Saunders Street, Pyrmont, New South Wales, 2009
- 3. Promotional Period** Open Date: 4th September 2017
Close Date: 14th September 2017
- 4. Entry Restrictions** Entrants must be:
 - at least 18 years of age;
 - residents of New South Wales, Queensland or Victoria

Entrants must not be employees, or immediate family members, of:

 - Macquarie Media Operations and its related bodies corporate; or
 - The Blind Factory
- 5. Entry Procedure** To be entered into Promotion, Entrants must, during the Promotional Period:
 - Listen to Nights with Steve Price on 2GB 873AM to hear the daily clue;
 - Call 2GB on 1300 722 873 when the nominated cue to call is announced on air;
 - Be the first caller through on the nominated phone line and respond to the question 'Who is Behind the Blinds' (**Caller**)

If the Caller correctly guesses 'Who is Behind the Blinds', the Caller will go in the draw to win the Prize

The Winner of the Prize will be determined by:

 - Putting the names of all Callers that correctly identified 'Who is Behind the Blinds' into a barrel; and
 - At the end of the Promotional Period, one name will be drawn at random from the barrel by the Promoter.

The Caller whose name is drawn will win the Prize.
- 6. Maximum Entries per person** Maximum of one successful entry into the Prize Draw per Entrant.
This means that if a Caller does not correctly guess the answer to the question, the Caller may continue entering the Promotion throughout the remaining Promotional Period.
- 7. Prize Draw Time and Location** Prize Draw Date: 14th September 2017
Time: Between 20:00 (AEDT) and 00:00 (AEDT)
Location: 33-35 Saunders Street Pyrmont, NSW 2009
- 8. Prize Provider** The Blind Factory
- 9. Prize(s)** One winner will win:
\$2000 voucher for use at The Blind Factory towards blinds (**Voucher**).
The Prize is subject to the Prize Restrictions below.
- 10. Prize Restrictions** The Prize is available for a premises located in (**Available Locations**):
 - metro Sydney; or
 - metro Melbourne.

The Prize Provider may, in its absolute discretion, provide the blinds in locations outside the Available Locations.

The Voucher can be transferred.

It may be used on multiple occasions prior to the Expiry until the value of the Voucher is exhausted.

If the winner resides outside the Available Locations, or otherwise does not have a property within the Available Locations, the Prize Provider and Promoter reserve the right to issue a *substitution cash prize in lieu of the Voucher* (**Substitution Cash Prize**). The Substitution Cash Prize is \$1000 cash. The Substitution Cash Prize will be paid into the winner's account within 21 days of the Notification of Winner.

For the avoidance of doubt, the winner will only win the Prize or the Substitution Cash Prize. The winner cannot elect between the Prize or the Substitution Cash Prize. The prize awarded will be based on the Available Location of the winner and the Blind Factory's ability to

provide the goods at the winner's location.

11. Notification of Winner

The winner will be announced live on air on the Prize Draw Date during 2GB Nights with Steve Price program between 20:00 (AEDT) and 00:00 (AEDT) at the end of the Promotional Period. Prize winners do not need to hear their name on air in order to claim the Prize.

The Prize winner will be contacted via phone and/or email by the Promoter within a week of the Draw.

The Prize winners' names and suburbs may also appear on the website and in any promotional materials prepared by the Promoter.

12. Additional Terms

- a. By entering the Promotion, the Entrant accepts these terms and conditions and agrees to the Promoter's [Privacy Policy](#), each as amended from time to time and available on the Promoter's website.
- b. Entrants consent to their personal information (as that term is defined in the Privacy Act 1988) being used for direct marketing by the Promoter and Prize Provider, distribution by the Promoter and uses approved in the Privacy Policy.
- c. Throughout the Promotional Period the Promoter may contact Entrants to interact with the station on air, online and via social media in relation to the Promotion.
- d. Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and/or film session(s) and acknowledge that they assign, by way of present assignment of future copyright, the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
- e. It is a condition of Entry that the Promoter and Prize Provider have the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion. By agreeing to enter, all Entrants consent to their Entry broadcast on air and to their telephone and other conversations with the Promoter and Prize Provider being broadcast on air and communicated to the public on via any medium. Entrants will not be compensated for this use.
- f. The Promoter and its representatives may conduct security and verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
- g. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- h. The Promoter is not responsible for any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing Entrants from successfully participating in the Promotion.
- i. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- j. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
- k. Prize(s) will be awarded as specified in the Prize details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize is subject to any Prize Restrictions specified above. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of preparation of these terms and conditions.
- l. All Prizes and parts of the Prize are subject to availability, non-transferable and non-exchangeable, must be used on or by any dates specified in these terms and conditions and as stipulated by the Prize Provider and are not redeemable for cash unless cash is specified.
- m. Unless otherwise stipulated in this agreement, if the Prize must be used on a specific date (**Expiry**), and the Winner is unable to use it on that date, the Winner will forfeit the Prize and the Promoter may draw a new winner in its absolute discretion on or before Expiry.
- n. If a Winner fails to collect their Prize within 3 months (or as otherwise specified in these terms), the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, conduct a re-draw for the Prize or withdraw the Prize.
- o. The Promoter and Prize Provider will not be responsible or liable if, for any reason beyond their reasonable control, any element of any Prize is not provided. The Promoter will not be liable for any damage to or delay in transit of Prizes, or for any compensation in relation to those Prizes.
- p. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.
- q. The Promoter and its agencies and representatives associated with this Promotion, including any Prize Provider, will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the Prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- r. The Entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s), for which the Promoter accepts no responsibility. If Entry or a Prize involves travel, stunts or challenges the Promoter may, at its discretion, require the participants to:
 - Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and redeem a Prize; and
 - Execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and redeem a Prize.
- s. The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the Prize value.