

## **[Empty Your Nest with Apia] 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** **[Empty Your Nest with Apia]**
- 2. Promoter** Radio 3AW Melbourne Pty Ltd of Media House, Level 7, 655 Collins Street, Docklands VIC 3008; ABN 47 006 962 358
- 3. Promotional Period**  
Open Date: 29/01/18  
Close Date: 15/02/18
- 4. Entry Restrictions**  
Entrants must:
  - be at least 18 years of age;
  - have a garage sale on either Saturday 10/02 or Saturday 17/02
  - hold the garage sale at a location within 45 minutes of Melbourne CBDEntrants must not be employees or their immediate family members, of:
  - Macquarie Media Operations and its related bodies corporate; or
  - Apia
- 5. Prize(s)**  
The are two Prizes to be won.  
Prize:
  - \$1,000 Jim's Cleaning voucher
  - 2 x live crosses with 3AW's Pat Panetta from garage sale during 3AW Weekend Breakfast (between 9:00am – 10:00am) on the date of the garage sale
  - 1 x hour hire of coffee cart & bbq breakfast to provide complimentary food & beverages to patrons (between 9:00am – 10:00am)

**Prize # 1** – Garage sale must take place on **Saturday 10 February 2018** and must be on at least for one hour between 9am and 10am

**Prize # 2** – Garage sale must take place on **Saturday 17 February 2018** and must be on at least for one hour between 9am and 10am

Each Prize is valued at: \$3,300 per prize

*Total Prize Pool: \$6,600*
- 6. Entry Procedure**  
To be entered into Promotion, Entrants must, during the Promotional Period:
  - Register contact details on the 3AW competition page
  - Provide a date and time of their upcoming garage sale
  - Describe in 25 words or less why you need help 3AW's help to empty your nest
- 7. Selection Process**  
The Winner of each Prize will be selected by the 3AW Integration team based on the best response using the Judging Criteria.
  - Judging Criteria: The most creative entry for a garage sale that is most likely to benefit from 3AW's promotion of the garage sale.In order to select the winning entries, the Promoter reserves the right to contact leading entries to ask further questions in support of their entry, to evaluate the Judging Criteria.
- 8. Maximum Entries per person**  
Maximum of two entries per Entrant (one entry allowed for each date)
- 9. Prize Selection Times and Location**  
Location: Radio 3AW Melbourne Pty Ltd of Media House, Level 7, 655 Collins Street, Docklands VIC 3008  
  
Selection for **Prize # 1**: 08/02/18  
Time: (approx.): 11:00am  
  
Selection for **Prize # 2**: 15/02/18  
Time: (approx.): 11:00am
- 10. Prize Provider**  
3AW & Apia
- 11. Prize Restrictions**  
Prize: Non transferrable.  
  
The date of the Prize is not negotiable and must take place on the date and at the time specified, in order for the Prize to be awarded. If the winner is unable to run the garage sale at that time, the winner forfeits the Prize and 3AW reserves the right to immediately award the Prize to another Entrant at its discretion.  
  
The winner consents to their name and full address being announced on air to facilitate the promotion of the garage sale at the location. The winner further consents to the taking and publication of photographs from 3AW's designated photographer on the day of the event.

The winner must ensure that he or she has the necessary rights or permission to hold the garage sale at their desired location and must accept full responsibility for the garage sale taking place at the location.

## 12. Notification of Winners

The Winner's name will be announced on-air in a live read during 3AW Breakfast with Ross & John on Friday 09/02 (Prize Draw #1) & 16/02 (Prize Draw #2)

The Winner will receive notification by phone and email to the phone number and email address provided at the time of entry.

The Winner's name and suburb will also be published on the 3AW competitions page and in a feature article 3AW website following the activation.

## 13. 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.