

### **3AW Neil's Valuable Player 2018 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**                    **3AW Neil's Valuable Player 2018**
- 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: Monday 22 January 2018  
Close Date: Thursday 6 December 2018
- 4. Entry Restrictions**           Entrants must be:
- at least 18 years of age;
  - residents of Victoria
  - hold a current Victorian driver's licence
- Entrants must not be employees, or the immediate family members, of:
- Macquarie Media Operations and its related bodies corporate; or
  - 3 Point Motors Pty Ltd
  - Mercedes-Benz Australia/Pacific Pty Ltd
- 5. Entry Procedure**            To be entered into Promotion, Entrants must, during the Promotion Period, contribute to 3AW's Morning Program via the following methods:
- phone 3AW's talkback line on 03 96 900 693 or 13 13 32 (cost of a local call); or
  - send an email to [nmitchell@3aw.com.au](mailto:nmitchell@3aw.com.au) or through <http://www.3aw.com.au/shows/NeilMitchellprogram>; or
  - send a Facebook message at [www.facebook.com/3awNeilMitchell/](http://www.facebook.com/3awNeilMitchell/); or
  - contact via Twitter using hashtag @3AWNeilMitchell or @3aw693; and
  - have their Contribution included in 3AW's Morning Program weekdays; and
  - be nominated as 'Neil's Valuable player' for the week in the promotional period

#### **Weekly Neil's Valuable Player Judging Procedure**

The Weekly Neil's Valuable Player will be determined by the promoter, as the listener who's contribution has added most to the show for the week. The Promoter reserves the right not to nominate a Weekly Neil's Valuable Player for weeks during which Neil Mitchell is not on air. In addition to entry into the Major Prize Draw, each Entrant that is nominated as Weekly Neil's Valuable Player will win the Weekly Prize.

#### **Major Prize Judging Procedure**

A barrel will contain the names of all nominated Weekly Neil's Valuable Players throughout the Promotion Period. The Promoter will draw a name at random from the barrel. The person whose name is drawn from the barrel will win the Major Prize.

- 6. Maximum Entries per person**            There are no maximum entries per Entrant. An Entrant may be nominated as 'Neil's Valuable Player' on more than one occasion.
- 7. Major Prize Draw Time and Location**            Major Prize Draw Date: Friday 7 December 2018  
Time: (approx.): 10:00AM  
Location: 3AW studios, Media House, Level 7, 655 Collins Street, Docklands, VIC, 3008  
If the location changes, Entrants will be notified at least one week in advance via a notice posted on 3AW's website at [www.3aw.com.au](http://www.3aw.com.au).  
Entrants do not need to be present at the Location in order to win the Prize.
- 8. Prize Provider**                    3 Point Motors, a franchised Dealer of Mercedes-Benz Australia Pacific and the Daimler Group of companies (ACN 004 515 315)

## 9. Prize(s)

### Major Prize:

Vehicle: Mercedes-Benz GLA180

Value: RRP \$50,026.03 (correct as at October 2017; prices subject to change)

The prize includes on road costs, dealer delivery fee and government statutory charges. All optional extras and accessories, comprehensive insurance, fuel and all other ancillary or related costs are excluded and are the responsibility of the Winner.

Model Specifications (current as of 18 October 2017, subject to production change) are detailed below.

The Major Prize is a 2017 Mercedes-Benz GLA180 which features a:

- 1.6 ltr Petrol Engine
- Front-wheel drive
- 7G-DCT automatic transmission

### Technical Data

- 1,595cc, 4-cylinder, 90kW, 200Nm
- Direct-injection, turbocharged
- 7G-DCT 7-speed automatic
- ECO start/stop
- Front wheel drive

### Options fitted

- Seat Comfort Package  
Fully electrical front seats with memory function (241 & 275)  
Heated front seats (873)  
Passenger mirror with reverse parking position  
GLA 180 also receives lumbar support (U22)

### Paint

- Night Black non-metallic paint (696)

### Weekly Neil's Valuable Player Prize:

Mercedes-Benz for a weekend from 5pm on the Friday until 10am on the Monday morning. There are a total of 44 weekly prizes to be won.

Prize Value: \$500

Total Prize Pool: \$22,000

## 10. Prize Restrictions

### Major Prize:

The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment. The Promoter will contact the winner within 28 days to make arrangements for the Prize to be given to the Winner. The prize is subject to any terms and conditions imposed by the Prize Provider.

The prize cannot be transferred or exchanged for cash.

The Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Victoria.

### Weekly Neil's Valuable Player Prize:

The vehicle can be collected from the 3 Point Motors dealerships in Fairfield or Kew, Victoria.

The Weekly Prize winner will receive a voucher from the Promoter on behalf of 3 Point Motors for the Weekly Prize within one week of being named the Weekly Prize winner. The voucher must be redeemed by the date of expiry nominated on the voucher.

The Weekly Prize is subject to the terms and conditions imposed by 3 Point Motors and must contact 3 Point Motors using the details provided on the voucher to book the vehicle for a weekend.

In order to claim the Weekly Prize, the holder of the voucher must be at least 25 years of age and hold an unrestricted drivers license. The Weekly Prize winner may transfer the voucher to another person provided that the person satisfies the terms and conditions imposed by 3 Point Motors.

The model of the vehicle and the weekend of use are both subject to availability. The model of the vehicle available for the weekend is a model that is up to \$100,000 in value (based on its recommended retail price). The driver is responsible for any fines or tolls incurred while driving the vehicle. Smoking and animals are prohibited in the vehicle. The driver is responsible for the insurance excess of \$2000 payable if any loss or damage occurs to the vehicle.

The Promoter is not responsible for any arrangements agreed between the Weekly Prize winner and 3 Point Motors.

## 11. Notification of Winners

The name of each Entrant that is the Weekly Neil's Valuable Player will be announced on-air by Tuesday of the following week (except during the last week of the Promotion, when the Weekly Neil's Valuable Player will be announced on air by the Promotion Close Date). The Weekly Neil's Valuable Player will also receive a notification phone call from the Promoter. The Weekly Neil's Valuable Player will then receive a letter from the 3 Point Motors with details of prize fulfilment.

The Major Prize winner's name will be announced on-air on the Draw Date. The Major Prize winner will also receive a letter confirming their prize from the Promoter and their name and suburb will also be published on 3aw.com.au for a minimum of 28 days.

## 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.