

## **3AW's Breakfast with Ross and John**

### **Rumour File 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**                      **Rumour File**
- 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: 19.12.2017  
Close Date: 14.12.2018
- 4. Entry Restrictions**            Entrants must be:
  - at least 18 years of age;
  - residents of Victoria
  - hold a current Victorian driver's licenceEntrants must not be employees, or their immediate family members, of:
  - Macquarie Media Group of Companies and its related bodies corporate; or
  - employees of BMW Australia Limited, and all independent BMW dealerships, or their immediate family members; or
  - employees of agencies associated with this promotion, or their immediate family members
- 5. Entry Procedure**              To be entered into the Promotion, Entrants must, during the Promotion Period, contribute to the Rumour File segment by contributing a rumour via:
  - (i) phoning 3AW's talkback line on 03 96 900 693 or 13 13 32 (cost of a local call)
  - (ii) Sending an email to [breakfast@3aw.com.au](mailto:breakfast@3aw.com.au) or through <http://www.3aw.com.au/shows/3AWBreakfast>
  - (iii) Sending a Facebook message at [www.facebook.com/3AWBreakfast](http://www.facebook.com/3AWBreakfast)and
  - be nominated as the 'weekly Rumour File winner'; or
  - be nominated as a 'wildcard entrant' by the 3AW On-Air Breakfast Program teamNominations of the 'weekly Rumour File winner' and the 'wildcard entrant' are made at the absolute discretion of the Promoter, and are announced on air at the end of each week.

The Promoter will draw a name at random from the combined group of 'weekly Rumour File winners' and 'wildcard entrants' for the Major Prize to determine a Winner.
- 6. Maximum Entries per person**    There are no maximum entries per person. An entrant may be nominated as a Weekly Rumour File winner or nominated as Wildcard Entrant on more than one occasion.
- 7. Major Prize Draw Time and Location**    Major Prize Draw Date: 14.12.2018  
Time: (approx.): 7.20AM  
Location: 3AW studios, Media House, Level 7, 655 Collins Street, Docklands, VIC, 3008
- 8. Prize Provider**                BMW Australia Limited, 783 Springvale Road, Mulgrave VIC 3170 ABN 11 004 675 129
- 9. Prize(s)**                        Vehicle: BMW X3 xDrive 20d with M Sport Pack, Metallic paint & glass sunroof
  - MRLP Vehicle only: \$69,900
  - MRLP incl. options: \$77,713 (this is what we have gone for)
  - Recommended Dealer Delivery Fee: \$3,000
  - LCT does apply: \$1,405 (including options and Dealer Delivery – over \$75k)
  - VIC Rego: \$800,80 (taken from the VIC roads website)
  - VIC Stamp Duty: \$4,253 (includes options)
  - Including GST & LCT.
  - TOTAL ON ROAD COST: \$86,667The xDrive20d is a fuel efficient or "Green" vehicle, fuel consumption is 5.7 l/100km. BMW diesel engine is considered green.

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. There is no buyout option.

Cost is correct at 15 January 2018.

Prize provider will order the prize with colour 3 months out. If the colour is not to the winners preference the winner can choose the colour of the metallic paint. If that's the case, then delivery could potentially be up to 3 months (and there may still be limitations).

## 10. Prize Restrictions

The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment. The Prize Provider 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

## 11. Notification of Winners

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.