

## Win a Trip Through Magnificent Europe Promotion Terms and Conditions

This is a Game of Chance. 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.

<b>1. Promotion</b>	<b><u>Win a Trip Through Magnificent Europe Terms and Conditions</u></b>
<b>2. Promoter</b>	Radio 3AW Pty Limited ABN: 47 006 962 358 Media House, 655 Collins St, Docklands VIC 3008
<b>3. Promotional Period</b>	Open Date: Monday 15 July 2019 at 5.30am Close Date: Friday 26 July 2019 at 11.59pm
<b>4. Entry Restrictions</b>	a. Entrants must be: i. at least 18 years of age; ii. residents of Victoria. b. Entrants must not be the employees (or their immediate family members) of: i. The Promoter and its related bodies corporate; or ii. The Prize Provider and its related bodies corporate.
<b>5. Entry Procedure</b>	a. To be entered into Promotion, Entrants must, during the Promotional Period: i. Listen to the Breakfast show between 5.30am and 8.30am each morning of the Promotional Period. ii. On hearing the presenters ask a question relating to one of the destination cities on the APT Magnificent Europe River Cruise, visit the competitions page on the 3AW website at <a href="http://www.3aw.com.au/competitions/">www.3aw.com.au/competitions/</a> and click on the icon for the 'Win a Trip to the Magnificent Europe' promotion. iii. Complete and submit the online entry form by providing the answer to the question and full name, postal address, valid email address and phone number ( <b>Entry</b> ).
<b>6. Selection process</b>	a. The Winner will be determined by the following process: i. All valid Entries will be placed into a random number generator. ii. The Promoter will select at random one Entry ( <b>Winner</b> ).
<b>7. Maximum Entries per person</b>	Entrants may only submit one Entry per day, but may submit more than one Entry throughout the Promotional Period. However, an Entrant is eligible to win a maximum of one (1) Prize.
<b>8. Prize Draw Time and Location</b>	a. Prize Draw Date: 29 July 2019 b. Time: (approx.) 10:00 am c. Location: Media House, 655 Collins St, Docklands VIC 3008
<b>9. Prize Provider</b>	Australian Pacific Touring Pty Ltd ABN 44 004 684 619, Level 4, 1230 Nepean Highway Cheltenham Vic 3192
<b>10. Prize</b>	<b><u>Prize:</u></b> a. Number of Prizes: One (1) b. Prize value: \$23,590 inc GST c. Prize Details: A 15 day Magnificent Europe river cruise for the Winner and a guest of their choice through five countries from Amsterdam to Budapest, or from Budapest to Amsterdam, inclusive of the following: <ul style="list-style-type: none"><li>Accommodation on board a Concerto river ship in a Category E (entry level) cabin;</li><li>Return economy-fare flights for each Winner and their guest from Melbourne to the cruise departure city, either Amsterdam or Budapest;</li><li>Stops in the following 16 destination cities: Amsterdam, Cologne, Bonn, Andernach, Rudesheim, Miltenberg, Wertzburg, Bamberg, Nuremberg, Regensburg, Passau, Linz, Melk, Durnstein, Vienna and Budapest;</li><li>Sightseeing tours in all 16 destination cities;</li><li>Food and alcoholic beverages on board including the following 41 meals: Dinner on Day One; breakfast, lunch and dinner on Days Two to Fourteen; and breakfast on Day 15;</li><li>Transfers from arrival airport to the river ship;</li><li>Port charges; and</li><li>Gratuities and tips.</li></ul> <b>Total Prize Pool: \$23,590 inc GST</b>
<b>11. Prize Restrictions</b>	a. The Prize can only be used between 1 August and 30 November 2019. b. The Winner must book their departure and arrival dates with the Prize Provider within one month of being notified in writing of winning the Prize. c. The Prize is subject to any additional terms and conditions imposed by the Prize Provider. d. The Prize excludes car hire, travel insurance, spending money, and transport from Winner's home to and from departure airport. e. Beverages included in the Prize do not include French champagne, premium spirits and selected wines. f. The Winner must use the Prize on the dates specified by the Prize Provider. Blackout periods will apply, for example during peak and holiday periods, when the Prize cannot be taken. g. The Prize is not transferable or exchangeable for cash. h. The Winner is responsible for all additional travel requirements and associated costs including, but not limited to, Visas, passports, vaccinations and travel insurance. i. The Winner's details will be provided to the Prize Provider for the purposes of Prize fulfillment.
<b>12. Notification of Winners</b>	a. The Winner will receive notification with two days of the Draw Date by email and telephone using the email address and telephone number provided at the time of entry. b. The Winner's name and suburb will also be published on <a href="https://www.3aw.com.au/competition/competition-winners/">https://www.3aw.com.au/competition/competition-winners/</a> .

### 13. Additional Terms

- a. By entering the Promotion, the Entrant accepts and agrees:
  - i. to these terms and conditions;
  - ii. to the Promoter's [General Terms and Conditions of Entry](#); and
  - iii. to the Promoter's [Privacy Policy](#)available on the Promoter's website, and each of which may be amended from time to time by the Promoter (subject to the conditions of any permit).
- b. Participants 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. Entrants warrant that all information provided in their Entry is correct for the purpose of the Promotion and, in the event that the Entry contains any information about or in relation to a third party, the Entrant has obtained consent from that third party to provide their information to the Promoter.
- g. Entrants warrant that the content of the Entry is their own intellectual property and does not infringe copyright, trademark or other legal rights of any person and by entering this Promotion Entrants hereby assign, transfer and convey all current and future intellectual property rights, title and interest in their Entry, excluding the Entrants' personal details, to the Promoter and agree to do all things reasonably necessary to give effect to such ownership and assignment (including but not limited to the signing of documents). Entrants will not be compensated for this assignment.
- h. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win the Promotion.
- i. 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.
- j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- k. The Promoter is not responsible for any problems, congestion or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems, telecommunications congestion 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.
- l. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. If a Winner fails to collect their Prize within 1 month (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.
- r. 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.
- s. 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.
- t. 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).
- u. 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:
  - i. 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
  - ii. 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.
- v. 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.

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|  | <ul style="list-style-type: none"><li>w. If in the course of a telephone call related to participation or entry in the competition, the telephone line drops out or breaks up, the Station may proceed to another caller. In such event, the Station will not be required to award any Prize to the caller whose line dropped out or disconnected for any reason.</li><li>x. If a prize involves travel, any responsibility for travel requirements, such as passports, vaccinations, travel insurance and any incidentals relating to travel are the responsibility of the Winner.</li><li>y. You must not, in connection with this Promotion:<ul style="list-style-type: none"><li>i. tamper with the entry process;</li><li>ii. engage in any conduct that may jeopardise the fair and proper conduct of a competition;</li><li>iii. act in a disruptive, annoying, threatening, abusive or harassing manner;</li><li>iv. do anything that may diminish the good name or reputation of the Station or any of its related entities or of the agencies or companies associated with a competition;</li><li>v. breach any law; or</li><li>vi. behave in a way that is otherwise inappropriate.</li></ul></li><li>z. If You or your entry are deemed by the Station to breach these Terms, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Station and its representatives may conduct security and ID verification checks in their absolute discretion to determine an Entrant's eligibility to enter a competition and/or win a Prize. The Station may, at any time, require You to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.</li></ul> |
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