

Win A Trip to Kununurra WA Promotion Terms and Conditions

This is a Game of Chance. By entering into this Promotion, you (**Entrant**) acknowledge and accept the following terms and conditions, as well as the Promoter's general conditions of entry, as amended from time to time.

1. Promotion	<u>Win A Trip to Kununurra WA</u>
2. Promoter	Radio 3AW Melbourne Pty Ltd (ABN: 47 006 962 358) Level 7, 655 Collins Street, Dockland 3008
3. Promotional Period	Open Date: 18 November 2019 at 9.00am Close Date: 22 November 2019 at 5.00pm
4. Entry Restrictions	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.
5. Entry Procedure	a. To be entered into the Promotion, Entrants must, during the Promotional Period: i. Listen to 3AW each day and on hearing the code word announced (Code Word), follow the prompts to the online entry form for the Promotion at www.3aw.com.au/competitions and provide the following information (Entry): A. the Entrant's correct personal details, including first name, last name, email address, phone number, postal address and any other information requested by the Promoter; and B. the Code Word for that day (a different Code Word will be announced each day).
6. Prize Draw	a. The Prize Draw will determine a winner using the following process: i. All eligible Entries will be allocated a number; ii. Each number will be entered into a random number generator; and iii. The winner will be drawn via the random number generator (Winner).
7. Maximum Entries per person	Maximum of one entry per Entrant per day of the Promotional Period.
8. Prize Draw Time and Location	a. Prize Draw Date: 22 November 2019 b. Time: 5.10pm c. Location: Radio 3AW Level 7, 655 Collins Street, Dockland 3008
9. Prize Provider	Western Australian Tourism Commission trading as Tourism WA (ABN: 95 468 665 668) Level 9, 2 Mill Street, Perth WA 6000
10. Prize	a. Number of Prizes: 1 b. Description: A seven night holiday for two (2) people, the Winner and a guest, in the Kimberley region of far-north Western Australia, inclusive of: i. Return economy fare flights from Melbourne to Kununurra; ii. Accommodation vouchers for two (2) people at the following venues, in any order of dates to be determined by the Winner at the Winner's discretion: ▪ Two (2) nights at the Kununurra Country Club Resort, 47 Coolibah Drive, Kununurra WA 6743, in a King Room including breakfast and airport transfers; ▪ One (1) night at Lake Argyle Resort, 525 Lake Argyle Road, Lake Argyle, WA, in a Kimberly Cabin, including Island Explorer lunch Cruise. ▪ One (1) night at Emma Gorge Resort on El Questro Station, Gibb River-Wyndham Road, Durack, in a Tented Cabin, including breakfast, transfers to and from Kununurra, and a full day tour of either Emma Gorge or El Questro; ▪ Two (2) nights at the Home Valley Station resort on the Gibb River Road, East Kimberley in a 'Grass Castle' luxury cabin, including buffet breakfast and a 'Sunset and Station Tour'; ▪ One (1) night at Freshwater East Kimberley Apartments in a one-bedroom apartment, Victoria Highway, Kununurra, 47 Coolibah Drive, Kununurra. iii. Additional tour vouchers for the following river cruises and air tours: ▪ Half-day scenic plane and helicopter flight over the Bungle Bungle Range with Aviair HeliSpirit, subject to the terms and conditions imposed by the flight provider. ▪ Boat cruise along the Ord River with Triple J Tours. Total Prize Pool: \$8,545 inc GST.
11. Prize Restrictions	a. The Prize must be taken during the Kimberley dry season (Season) between 15 May 2020 and 31 August 2020 and must be reserved before 31 March 2020. Tourism WA will facilitate the reservations. b. The Winner must use the Prize on the dates specified by the Prize Provider. Blackout periods will apply outside of the Season when the Prize cannot be taken. c. In order to utilise airport transfers for both pick-up and departure, the Winner must book first and last night of accommodation at the Kununurra Country Club Resort. d. The Winner's details will be provided to the Prize Provider for the purposes of Prize fulfillment. e. The Prize is subject to any additional terms and conditions imposed by the Prize Provider. f. The Prize excludes food and beverages not specified in the Prize, car hire, travel insurance, tips and gratuities, spending money, and transport from Winner's home to and from departure airport. g. The Prize is not transferable or exchangeable for cash. h. The Winner is responsible for all additional travel requirements including, but not limited to, Visas, passports, vaccinations and travel insurance.

<p>12. Notification of Winners</p>	<p>a. The Winner's name will be announced on air during 3AW Breakfast 5.30am-8.30am on 25 November 2019.</p> <p>b. The Winner will receive notification by email and telephone using the contact details provided at the time of entry.</p> <p>c. The Winner's name and suburb will also be published on www.3aw.com.au/competition/competition-winners/.</p>
<p>13. Additional Terms</p>	<p>a. By entering the Promotion, the Entrant accepts and agrees:</p> <ol style="list-style-type: none"> 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). <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.</p> <p>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.</p> <p>l. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.</p> <p>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.</p> <p>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.</p> <p>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> <p>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.</p> <p>q. 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.</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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:</p> <ol style="list-style-type: none"> 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

	<ul style="list-style-type: none">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.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.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.y. You must not, in connection with this Promotion:<ul style="list-style-type: none">i. tamper with the entry process;ii. engage in any conduct that may jeopardise the fair and proper conduct of a competition;iii. act in a disruptive, annoying, threatening, abusive or harassing manner;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;v. breach any law; orvi. behave in a way that is otherwise inappropriate.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.
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