

### 3AW Neil's Valuable Player 2020 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.

<b>1. Promotion</b>	3AW Neil's Valuable Player 2020
<b>2. Promoter</b>	<b>Radio 3AW Melbourne Pty Ltd (ABN 47 006 962 358) of Media House, Level 7, 655 Collins Street, Docklands VIC 3008</b>
<b>3. Promotional Period</b>	Open Date: 20 January 2020 at 8:30am Close Date: 3 December 2020 at 11:59pm
<b>4. Entry Restrictions</b>	a. Entrants must be: i. at least 18 years of age; ii. residents of Victoria; and iii. hold a valid driver's licence 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>	To be entered into Promotion, Entrants must, during the Promotional Period: a. Contribute to the 3AW Mornings program via the following methods: i. phone 3AW's talkback line on 03 96 900 693 or 13 13 32 (cost of a local call); ii. send an email to <a href="mailto:nmitchell@3aw.com.au">nmitchell@3aw.com.au</a> or through <a href="http://www.3aw.com.au/shows/NeilMitchellprogram">http://www.3aw.com.au/shows/NeilMitchellprogram</a> ; iii. send a Facebook message at <a href="https://www.facebook.com/3awNeilMitchell/">www.facebook.com/3awNeilMitchell/</a> ; or iv. contact via Twitter using hashtag @3AWNeilMitchell or @3aw693; and b. Have their contribution included in 3AW's Morning Program weekdays ( <b>Entry</b> )
<b>6. Minor Prize Winner selection process</b>	During the Promotional Period, the Minor Prize Winners will be determined by the following process: a. Each Friday, one (1) valid Entry will be selected by the Promoter, in its absolute discretion, as the most beneficial contribution to Program in that particular week ( <b>Judging Criteria</b> ); and b. The selected Entry ( <b>Neil's Most Valuable Player</b> ) will be the Minor Prize Winner for that week. The Promoter reserves the right not to nominate a Minor Prize Winner for any weeks in which Neil Mitchell is not on air. All decisions of the Promoter in selecting the Minor Prize Winners will be final. No correspondence will be entered into.
<b>7. Wildcard Entry selection process</b>	a. The Promoter will select at random one (1) or more Entry from all Entries submitted during the Promotional Period to be entered into the Major Prize Draw ( <b>Wildcard Entrant</b> ). b. The Wildcard Entrant will not be eligible for a Minor Prize. c. The number of Wildcard Entries selected is at the Promoter's discretion. d. The Promoter's decision in selecting the Wildcard Entrant/s will be final. No correspondence will be entered into.
<b>8. Major Prize Draw Process</b>	The Winner of the <b>Major Prize</b> will be determined by the following process: a. All Minor Prize Winners plus the Wildcard Entrant/s will be entered into the Draw to win the Major Prize; b. The Promoter will draw one name at random from the Draw at the Major Prize Draw Time and Location; and c. The Entrant whose name drawn will be declared the winner of the Major Prize ( <b>Major Prize Winner</b> ).
<b>9. Maximum Entries per person</b>	There are no maximum entries per Entrant. An Entrant may be nominated as a Minor Prize Winner on more than one occasion.
<b>10. Major Prize Draw Details</b>	a. Major Prize Draw Date: 4 December 2020 b. Time: 10:00am (approx.) c. Location: Radio 3AW, Media House, Level 7, 655 Collins Street, Docklands, VIC, 3008
<b>11. Prize Provider</b>	The Trustee for 3 Point Motors Business Trust (ABN: 38 405 942 625) of 484 Heidelberg Road Fairfield VIC 3078.
<b>12. Prize(s)</b>	<b>Major Prize:</b> a. Number of Major Prizes: 1 b. Prize value: \$52,520.63 (including GST) c. Description: i. Mercedes-Benz A180 Sedan ii. Model Specifications: i. 4 Door Sedan ii. Petrol Engine iii. Automatic transmission iii. Value (Manufacturer's Recommended List Price): i. Vehicle only: \$44,981.18 ii. Including options and on-road cost: \$52,520.63 iv. Inclusions i. Seat Comfort Package ii. Government statutory charges  <i>Major Prize Pool: \$52,520.63 (including GST), correct as at 15 January 2020; prices subject to change.</i>

	<p><b>Minor Prize:</b></p> <ul style="list-style-type: none"> <li>d. Number of Minor Prizes: 46</li> <li>e. Prize value: Approximately \$500</li> <li>f. Description: Rental of a Mercedes-Benz vehicle for a weekend from 5pm on the Friday until 10am on the following Monday morning.</li> </ul> <p><i>Total Prize Pool: \$75,520.63 (including GST), correct as at 3 December 2019; prices subject to change.</i></p>
<p><b>13. Prize Restrictions</b></p>	<p><b>Major Prize:</b></p> <ul style="list-style-type: none"> <li>a. The Winners' details may be provided to a Prize Provider for the purposes of prize fulfilment.</li> <li>b. The Promoter will contact the Major Prize Winner within 28 days to make arrangements for the Prize to be given the Winner.</li> <li>c. The Major Prize is subject to any terms and conditions imposed by the Prize Provider.</li> <li>d. The Major Prize cannot be transferred or exchanged for cash.</li> <li>e. The Major Prize Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Victoria.</li> <li>f. All optional extras and accessories, comprehensive insurance, fuel and all other ancillary or related costs are excluded and are the responsibility of the Major Prize Winner.</li> <li>g. The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded.</li> <li>h. The Prize cannot be transferred.</li> <li>i. If required by the Prize Provider, the Major Prize Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Victoria.</li> <li>j. The colour of the vehicle awarded is at the discretion of the Prize Provider.</li> <li>k. The Major Prize Winner must collect the Major Prize from the Prize Provider and cannot nominate a proxy to attend on their behalf.</li> <li>l. If the Major Prize Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the Major Prize Winner may assign the car to another person in writing (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Major Prize Winner and any assignee.</li> <li>m. The Major Prize Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the Major Prize Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.</li> </ul> <p><b>Minor Prize:</b></p> <ul style="list-style-type: none"> <li>a. The Minor Prize is subject to the terms and conditions imposed by the Prize Provider.</li> <li>b. Minor Prize Winners will receive a voucher from the Promoter on behalf of the Prize Provider for the Weekly Prize within one week of being named a Minor Prize Winner.</li> <li>c. In order to claim the Minor Prize, the holder of the voucher must be at least 25 years of age and hold an unrestricted driver's license.</li> <li>d. Minor Prize Winners may transfer the voucher to another person provided that the person satisfies the terms and conditions imposed by the Prize Provider.</li> <li>e. Minor Prize Winners must contact the Prize Provider using the details provided on the voucher to book the vehicle for a weekend.</li> <li>f. Minor Prize Winners must redeem the voucher provided by the Prize Provider by the date of expiry nominated on the voucher.</li> <li>g. The rental vehicle must be collected from one of the Prize Provider dealerships in either Fairfield or Kew, Victoria.</li> <li>h. The voucher is not redeemable for cash.</li> <li>i. The model of the vehicle and the weekend of use are both subject to availability.</li> <li>j. 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).</li> <li>k. The driver is responsible for any fines or tolls incurred while driving the vehicle.</li> <li>l. Smoking and animals are prohibited in the vehicle.</li> <li>m. The driver is responsible for the insurance excess of \$2,000 payable if any loss or damage occurs to the vehicle.</li> <li>n. The Promoter is not responsible for any arrangements agreed between the Minor Prize Winners and the Prize Provider.</li> </ul>
<p><b>14. Notification of Winners</b></p>	<ul style="list-style-type: none"> <li>a. In addition to the Prize Draw Process outlined above the Major Prize Winner's name will be announced on air on the Draw Date.</li> <li>b. The Major and Minor Prize Winners will receive notification by phone or email using the phone number or email address provided at the time of entry.</li> <li>c. The Major Prize Winner's name will also be published on <a href="https://www.3aw.com.au/competition/competition-winners/">https://www.3aw.com.au/competition/competition-winners/</a>.</li> </ul>
<p><b>15. Additional Terms</b></p>	<ul style="list-style-type: none"> <li>a. By entering the Promotion, the Entrant accepts and agrees: <ul style="list-style-type: none"> <li>i. to these terms and conditions;</li> <li>ii. to the Promoter's <a href="#">General Terms and Conditions of Entry</a>; and</li> <li>iii. to the Promoter's <a href="#">Privacy Policy</a>,</li> </ul> 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). </li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>

- 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 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.
- 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.
- 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:
  - 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; or
  - vi. 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.