

3AW Word on the Street 2021 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	<u>3AW Word on the Street 2022</u>
2. Promoter	Radio 3AW Melbourne Pty Ltd (ABN 47 006 962 358) of Media House, Level 7, 655 Collins Street, Docklands VIC 3008
3. Promotional Period	Open Date: 20 December 2021 at 3.00pm Close Date: 9 December 2022 at 5.00pm
4. Entry Restrictions	Entrants must be: <ul style="list-style-type: none">• at least 18 years of age;• residents of Victoria; and• hold a valid driver's licence. Entrants must not be the employees (or their immediate family members) of: <ul style="list-style-type: none">• The Promoter and its related bodies corporate;• The Prize Provider and its related bodies corporate; or• Employees of agencies associated with this Promotion.
5. Entry Procedure	To be entered into the Draw to win the Prize, Entrants must, during the Promotional Period Contribute to the Word on the Street segment via one (1) or more of the following methods (Entry): <ul style="list-style-type: none">• Phone 3AW's talkback line on 03 96900693 or 13 13 32 (cost of a local call) between the hours of 3pm and 6pm Melbourne time, Monday – Friday and be put through to air as a contributor to 3AW Drive's weekday 'Word on the Street' segment; or• Send an email to drive@3aw.com.au; or• Send a Facebook message at www.facebook.com/3awDrive/; or• Contact 3AW via Twitter using hashtag @TomElliott3AW or @3aw693.
6. Selection process and Notification	Minor Prize <u>Selection Process</u> To be nominated as a 'Word on the Street' Daily Winner (Daily Winner) by the 3AW Drive Program, during the specified dates during the Promotional Period, the Minor Prize Winner will be determined by the following process: <ul style="list-style-type: none">• one (1) Entry will be selected each day from Monday - Friday by the Promoter, in its absolute discretion, based on the content and creativity of the Entry (Judging Criteria) and declared the Daily Winner; and• each Daily Winner will win a Minor Prize, provided that they provide the Promoter with the required personal details, including a valid phone and email address. <u>Notification of Daily Winner:</u> <ul style="list-style-type: none">• All Daily Winners will be announced on air each day on the 3AW Drive Program.• All Daily Winners will be contacted by phone or email using the details provided at the time of entry. The decision of the Promoter in selecting the Daily Winner is final and no correspondence will be entered into. Contributor(s) of the Week <u>Selection Process</u> To be nominated as a weekly 'Word on the Street' contributor (Contributor of the Week) by the 3AW Drive Program, during the specified dates during the promotional period, the Contributors of the Week will be determined by the following process: <ul style="list-style-type: none">• Each Daily Winner entry will be reviewed each week by the Promoter, in its absolute discretion, based on the content and creativity of the Entry (Judging Criteria) and one per week will be declared the Contributor(s) of the Week;• the Promoter may, in its absolute discretion, select any number of additional Entrants (in addition to the Daily Winners), based on the Judging Criteria, to be declared additional Contributors of the Week (Wildcard Entry). For clarity, Wildcard Entries will not receive a Minor Prize; and• each Contributor of the Week and any Wildcard Entry will go into the Draw to win the Major Prize (Prize Draw), provided that they provide the Promoter with the required personal details, including a valid email address. <u>Notification of Contributors of the Week:</u> <ul style="list-style-type: none">• All Contributors of the Week will be announced on air each Friday on the 3AW Drive Program and go into the Prize Draw.• All Contributors of the Week will be contacted by email using the email address provided at the time of entry.• The decision of the Promoter in selecting the Contributors of the Week is final and no correspondence will be entered into.
7. Minor and Major Prize Draw Process	Minor Prize (Runner Up) The winner of the Runner Up Prize (Runner Up) will be determined by the following process:

	<ul style="list-style-type: none"> The Promoter will draw a name at random from the pool of Contributors of the Week and any Wildcard Entries at the Prize Time and Location on the Prize Draw Date; and The Contributor of the Week or Wildcard Entry whose name is drawn first will be declared the Runner Up. <p>Major Prize</p> <p>The winner of the Major Prize (Major Winner) will be determined by the following process:</p> <ul style="list-style-type: none"> Following the Runner Up prize draw the Promoter will draw a name at random from the remaining pool of Contributors of the Week and any Wildcard Entries at the Prize Time and Location on the Prize Draw Date; and The Contributor of the Week or Wildcard Entry whose name is drawn first will be declared the Major Winner.
8. Maximum Entries per person	<ul style="list-style-type: none"> There are no maximum Entries per Entrant. An Entrant may be nominated as a Daily Winner, Wildcard Entry or Contributor of the Week on more than one occasion and as such may be entered into the Major Prize Draw more than once.
9. Prize Draw Details	<p>Minor Prize (Daily)</p> <p>Prize Draw Dates: Monday – Friday, Daily from 20.12.2021 – 09.12.2022</p> <p>Time: (approx.) 5.55 pm Melbourne Time</p> <p>Location: Level 7, 655 Collins Street, Docklands VIC 3008</p> <p>Minor Prize (Runner Up)</p> <p>Prize Draw Date: 9 December 2022</p> <p>Time: (approx.) 5.20 pm Melbourne Time</p> <p>Location: Level 7, 655 Collins Street, Docklands VIC 3008</p> <p>Major Prize:</p> <p>Prize Draw Date: 9 December 2022</p> <p>Time: (approx.) 5.20 pm Melbourne Time</p> <p>Location: Level 7, 655 Collins Street, Docklands VIC 3008</p>
10. Prize Provider	<p>Minor Prize (Daily and Runner Up)</p> <p>Catalano Interiors Group Pty Ltd (ABN 56 623 430 660) of 123 Bakers Rd, Coburg North VIC 3058</p> <p>Major Prize:</p> <p>Penfold Motors Burwood Pty Ltd (ABN 28 005 667 461) of 130 Burwood Highway, Burwood VIC 3125</p>
11. Prize(s)	<p>Minor Prize (Daily Winner)</p> <p><u>Number of Prizes:</u> 200</p> <p><u>Prize Value:</u> \$200</p> <p><u>Prize Description:</u></p> <p>A voucher up to \$200 to spend at Catalano Interiors.</p> <p>Minor Prize (Runner Up)</p> <p><u>Number of Prizes:</u> 1</p> <p><u>Prize Value:</u> \$5,000</p> <p><u>Prize Description:</u></p> <p>A voucher up to \$5,000 to spend at Catalano Interiors</p> <p>Major Prize (Winner)</p> <p><u>Number of Prizes:</u> 1</p> <p><u>Prize value:</u> \$50,000inc GST</p> <p><u>Prize Description:</u></p> <p>A voucher of up to \$50,000 inc GST to spend on a vehicle of the Winner’s choice from any of Prize Provider’s dealers (Frankston Mazda, Penfold Mazda, Audi Penfold Burwood, Penfold Suzuki or Penfold Pre-Owned).</p> <p>The voucher can be used by the Winner towards the:</p> <ul style="list-style-type: none"> Purchase price of one or more vehicles; and On road costs, dealer delivery fee and government statutory charges (Associated Costs).

	<p>All optional extras and accessories, comprehensive insurance and any other insurance not stated, fuel, personal costs and all other ancillary or related costs are excluded.</p> <p>The vehicle(s) must be purchased and registered in the Winner's name.</p> <p>The Winner may elect to put their voucher of \$50,000 inc GST towards a vehicle and Associated Costs that in total value exceeds the value of the voucher, at the Winner's discretion, but must pay any amount that is in excess of \$50,000inc GST.</p> <p>The voucher cannot be used towards any costs other than the vehicle and Associated Costs.</p>
<p>12. Prize Restrictions</p>	<ul style="list-style-type: none"> • The Promoter is not liable for any voucher or Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded. • The Prize is valid until the expiry date specified by the Prize Provider, and is subject to any terms and conditions imposed by the Prize Provider. • The Prize cannot be transferred or exchanged for cash. • If the total value of the voucher is not used at the time of redemption, any remaining value of the voucher will be forfeited. • The Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Victoria. • The Winner's details may be provided to the Prize Provider for the purposes of prize fulfilment. • If required by the Prize Provider, the Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Victoria
<p>13. Notification of Winners</p>	<p>Minor Prize (Daily Winners)</p> <p>The Daily Winner's name will be announced approximately 5:55pm on the 3AW Drive Program on the Draw Dates.</p> <p>The Daily Winner will receive notification by phone or email to the details provided at the time of entry.</p> <p>Minor Prize (Runner Up)</p> <p>The Runner Up's name will be announced approximately 5:20pm on the 3AW Drive Program on the Draw Date.</p> <p>The -Runner Up will receive notification by letter to the email address provided at the time of entry.</p> <p>The -Runner Up -name and suburb will also be published on 3aw.com.au for a minimum of 28 days.</p> <p>Major Prize:</p> <p>The Major Winner's name will be announced approximately 5:20pm on the 3AW Drive Program on the Draw Date.</p> <p>The Major Winner will receive notification by letter to the email address provided at the time of entry.</p> <p>The Major Winner's name and suburb will also be published on 3aw.com.au for a minimum of 28 days.</p>
<p>14. Additional Terms</p>	<ol style="list-style-type: none"> a. By entering the Promotion, the Entrant accepts and agrees: <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. <p>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. 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:
 - 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.
- 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.
- t. 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.
- u. 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.
- v. 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.
- w. 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.