

Is that you 3AW 2022 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>Is that you 3AW 2022 Promotion.</u>
2. Promoter	Radio 3AW Melbourne Pty Ltd (ABN 47 006 962 358) Level 7, 655 Collins St, Docklands, VIC, 3008. (phone 03-8667 3600)
3. Promotional Period	Open Date: 11/07/22 at 12:01am AEST Close Date: 28/07/22 at 4:59pm AEST
4. Entry Restrictions	a. Entrants must be: i. at least 18 years of age; ii. residents of Victoria iii. Entrants must not be the employees (or their immediate family members) of the Promoter and its related bodies corporate, or associated companies.
5. Entry Procedure	a. To be entered into Promotion, Entrants must, during the Promotional Period, visit www.3AW.com.au and complete the online entry form, including their contact details, including (but not limited to) name, address, email address and phone number. b. On each week day from Monday 18 July 2022 until Friday 29 July 2022, Entrants must then: i. Listen to the 3AW Breakfast show between 5:30am – 8.30am AEST, the 3AW Mornings show between 8.30am – 12pm AEST, the 3AW Afternoons Show between 12pm and 3pm AEST and the 3AW Drive Show between 3pm and 6pm AEST, to hear the codeword for that program and that particular day; ii. Be prepared to answer a phone call between 7am – 6pm AEST on the number provided at the time of entry; and iii. If called, answer the call within 15 seconds with the exact phrase "Is that you 3AW", as the first words spoken, and then provide the codeword allocated to that program and day, when prompted. Only one attempt at the codeword is allowed.
6. Selection process	a. The Winner of the Prize during each show on each weekday except Friday 29 July will be the Entrant that successfully answers the call with the phrase "Is that you 3AW". The Winner will also receive a Bonus Prize (the jackpot) if they provide the correct codeword announced earlier in that weekday's show. b. If the Entrant fails to answer the phone within 15 seconds or fails to answer the call with the required phrase, no Prize will be awarded for that 3AW show and the Bonus Prize will jackpot by \$1,000 to the next person to be called. If the Entrant does not provide the correct codeword after answering the call with the required phrase, they will win the initial Prize, but not the Bonus Prize (the jackpot). For clarity, if the Bonus Prize has jackpotted and the next caller answers the call with the required phrase, but does not know the correct codeword, they will only win the initial Prize and the Bonus Prize will jackpot by \$1,000 again to the next caller. c. Only one (1) Entrant will be selected for a call per 3AW show (i.e. one (1) Entrant for the Breakfast show and one (1) Entrant for the Morning show, one (1) entrant for the Afternoon show and one (1) entrant for the Drive show, for a total of four (4) Entrants) on each weekday between Friday 15 July 2022 and Thursday 28 July 2022. d. On Friday 28 July 2022, the Winner of the Prize and Bonus Prize will be the first Entrant that successfully answers the call with the required phrase and provides the correct codeword. The Promoter will continue to select Entrants and call until the Prize and Bonus Prize are won.
7. Maximum Entries per person	Maximum of one entry per Entrant. Irrespective of the number of users, only one entry per email address is permitted.
8. Prize Draw Time and Location	a. Date: Each week day between Monday 18 July 2022 and Friday 29 July 2022 b. Time: Entrants called during each 3AW show (Breakfast show between 5:30am – 9am AEST, Mornings show between 9am – 12pm AEST, Afternoons show between 12noon -3pm AEST and Drive show between, 3pm - 6pm AEST.) c. Location: Level 7, 655 Collins St, Docklands, VIC, 3008. d. Unclaimed Prize Draw Date (if required): N/A due to selection process.
9. Prize(s)	<u>Prize: 4 x \$1,100 to be won each week day between Monday 18 July 2022 and Friday 29 July 2022.</u> Prize consists of \$100 for answering the call with the correct phrase and \$1000 bonus prize for providing the correct codeword. Bonus Prize will jackpot by \$1,000 if not correctly claimed in a particular contest. On the final week day, Entrants will continue to be called until a Winner is determined. Total maximum value of the prize is up to \$44,000.
10. Notification and Publication of Winners	a. The Winner will receive notification by phone to the phone number provided at the time of entry.
11. 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. 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 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 non-transferable and non-exchangeable.
- 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 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.
- r. 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 Promoter may proceed to another caller. In such event, the Promoter will not be required to award any Prize to the caller whose line dropped out or disconnected for any reason.
- s. 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.
- t. Entrants 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 Promoter 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.
- u. If any Entrant or their entry are deemed by the Station to breach these Terms, the entry (or at the Promoter's discretion, all of an Entrant's entries) may be discarded. The Promoter 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 Promoter may, at any time, require an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of their entries (including documentation establishing their identity, age, place of residence and place of employment). If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion to determine the identity of the entrant. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.