

Terms & Conditions

General Terms & Conditions for 3AW Spinaleze Pillow Competitions

Effective: May 2023 – May 2024

NINE ENTERTAINMENT CO. PTY LTD (ABN 59 122 205 065) (**3AW**) runs competitions across 3AW's programs in which Spinaleze Pillows are awarded as prizes, including competitions that involve an element of chance in order to determine the winner (**Games of Chance**) and competitions that are games of skill, where the winner is determined by assessing entries against judging criteria.

By entering into a competition to win a Spinaleze Pillow prize, you (**You, Entrant**) acknowledge and accept the terms and conditions of the competition specified <http://www.3AW.com/competitions> (**Website**), and these general terms and conditions for 3AW Spinaleze Pillow Competitions (Terms), as amended by 3AW from time to time and displayed on the Website.

Eligibility to win a prize

In order to be eligible to win a prize, You must:

- be a resident of Victoria, unless otherwise specified or determined in 3AW's absolute discretion.
- Submit your entry so it is received by the competition closing time (AEST/AEDT) and date. The time of entry will in each case be the time specified by 3AW on air or via the website.
- Provide valid contact details as requested at the time of entry or winning.

You are not eligible to enter a competition if You are a current employee or immediate family member of an employee of:

- Nine Entertainment Co. Pty Ltd or any of its subsidiary companies; and
- any other organisation associated with the specific competition, for example the prize supplier (Spinaleze).

If You are under 18 years of age and You win a prize, it may be awarded to Your parent or guardian, unless a particular competition contains an age eligibility requirement or is otherwise non-transferrable.

You can only enter each competition once unless otherwise specified.

How to Enter

Entry may be competition-specific and requirements may change in accordance with each competition's terms and conditions.

Entry to competitions may be by phone, by internet via the Website, in person, or by other means as determined by 3AW from time to time. For competitions requiring phone entry, entrants will need to call the 3AW open line on 133 693.

Each competition will be conducted between the opening time and date, and closing time and date stipulated on the Website (**Competition Period**) or as otherwise specified in any ad-hoc on-air competition. All times referred to are Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Savings Time (AEDT), as applicable, unless otherwise stipulated. Entries must be received during the Competition Period to be deemed valid. To enter a competition You must, during the Competition Period, follow the instructions specified on the Website or on-air to submit your entry.

3AW does not charge an entry fee to enter any competition. If entry is via phone or online, You may incur costs via Your telecommunications or internet service provider.

Incomplete entries will not be included in the competition.

Determination of Winners

The number of winners and date and time of determination will be as stipulated on air or on the Website.

Games of chance may involve a random competition draw which will take place at 3AW or at an alternative location as specified in writing on the Website.

Prizes

Each Prize is a Spinalzeze pillow, valued at \$239.00.

A prize may be subject to additional terms and conditions as imposed by the prize supplier (Spinalzeze), including periods of validity as relevant.

Prize Notification, Restrictions and Fulfilment

The names of winners will be listed on the Website or announced on-air. Winners will be informed directly using the contact details provided at the time of entry, where practicable, within 2 days of the draw of the prize. In the case of an instant win on air or at an outside broadcast, the winner may be notified in person.

It can take up to six weeks for winners to receive their prize, unless otherwise specified on-air or on the Website.

Unless otherwise determined by 3AW in its absolute discretion, for any competition conducted by 3AW in which a Spinalzeze pillow prize is offered, a winning Entrant must wait for a period of twelve (12) months before being eligible to enter a future competition conducted by 3AW in which a Spinalzeze pillow prize is offered.

Unless otherwise specified on-air or on the Website, Winners cannot transfer or exchange prizes for cash or for any other prize.

Unless otherwise stipulated by 3AW, winners may be required to collect their prize from a particular location. If a winner is unable to do so, the winner may incur the cost of a courier or postage (at the discretion of 3AW) or will forfeit the prize. Once the prize has been dispatched by 3AW or the third party responsible for administering the prize, 3AW does not accept responsibility regarding breakages or loss of parcel. In case of lost mail, the winner will need to liaise directly with their local post office and replacements are not guaranteed.

If a prize is not available for any reason, 3AW reserves the right to exchange the prize for an alternative prize of equal or greater value.

In the event that for any reason whatsoever a winner does not take an element of the prize in the time stipulated by 3AW then that element of the prize will be forfeited by the winner and no alternative prize will be awarded in lieu of that element of the prize.

Information Collection and Privacy

In addition to these Terms, by entering a competition conducted by 3AW in which a Spinalzeze pillow prize is offered, You accept 3AW's Privacy Policy as amended from time to time and available on the Website.

3AW collects personal information about you in order to conduct the competition. Entrants may be required to provide their personal details including, but not limited to, full name, email, address and phone number. All Entrants' details are automatically entered on the 3AW promotions database and maintained for a minimum of 3 months. A record of all winners is also maintained. By entering a competition, You consent to your personal information (as that term is defined in the Privacy Act 1988) being used in accordance with 3AW's Privacy Policy, as well as for direct marketing by 3AW and prize providers of competitions conducted by 3AW (including via email), as well as for the purpose of distribution of prizes by 3AW and third parties. You can elect to opt out at any time by selecting 'unsubscribe' when You receive direct marketing material. 3AW may share your personal information with its related companies, agents and contractors for the purposes of direct marketing or in the course of its business or otherwise in accordance with its Privacy Policy. 3AW's Privacy Policy includes information as to: how you can seek access to the personal information 3AW holds and seek the correction of such information; and how you can complain about a breach of privacy and how 3AW will deal with such a complaint.

General

By entering a 3AW competition, You acknowledge and agree that:

- a) Throughout and after the Competition Period, 3AW may contact Entrants to interact with 3AW on air, online, via social media or by other methods in relation to the competition.
- b) Entrants (and their companions if relevant) may be required to participate in publicity, photography, recording, filming and other promotional activity as 3AW requires, without any compensation.
- c) Entrants assign, by way of present assignment of future copyright, their rights (if any) in any publicity materials obtained by 3AW in accordance with paragraphs a) and b) and the Nine Entertainment Co. Pty Ltd may use them in any medium (including, without limitation, the internet) and in any manner 3AW sees fit (and Entrants will obtain the same for the benefit of 3AW from their companions if relevant).
- d) Entrants under the age of 18 years (when eligible to enter) must also have a parent's or guardian's consent to enter the competition.
- e) It is a condition of entry that 3AW has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for any competition or matter incidental to the competition. This means that by entering, You consent to your entry being broadcast on air and to Your telephone and other conversations with 3AW or its representatives being broadcast on air and communicated to the public via any medium. You will not be compensated for this use.
- f) Every entry, including any answers, photos, videos or statements provided in your entry (**Entry Content**), must be your original work and not copied.
- g) 3AW may reproduce and amend your entry (including the Entry Content) and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, 3AW may publish all or any part of your entry or any amended version of it.
- h) Entrants warrant that the entry and Entry Content is their own intellectual property or the Entrant has obtained consent from that third party to provide their information to 3AW, that all information provided in their entry is correct for the purpose of the competition, and the entry does not infringe copyright, trademark or other legal rights of any person. By entering a Competition, 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 3AW 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.
- i) You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by 3AW or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in 3AW's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language 3AW deems offensive).
- j) 3AW may draw additional reserve entries in a competition draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed.
- k) If You or your entry are deemed by 3AW to be ineligible breach or these Terms, your entry (or at 3AW's discretion, all of your entries) may be disqualified. 3AW and its representatives may conduct security

and ID verification checks in their absolute discretion to determine an Entrant's eligibility to enter a competition or win a prize. 3AW may, at any time, require You to produce documentation to establish to 3AW's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment).

- l) You must not:
 - 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 3AW, Nine Entertainment Co. Pty Ltd or of the agencies or companies associated with a competition;
 - v. breach any law; or
 - vi. behave in a way that is otherwise inappropriate.
- m) 3AW has the right to temporarily or permanently disqualify any person from taking part in any competitions conducted by 3AW if, in its sole discretion, 3AW deems that person to have broken any terms applicable to any Nine Entertainment Co Pty Ltd group competition.
- n) All decisions by 3AW are final and at the discretion of 3AW. No discussion or correspondence will be entered into in this regard.
- o) If a Competition is not capable of being conducted due to circumstances beyond 3AW's control, including due to any technical or communications problems, 3AW reserves the right to amend, suspend or cancel a Competition subject to approval from any relevant authority.
- p) Unless otherwise stipulated in these Terms, 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 3AW may draw a new winner in its absolute discretion on or before Expiry.
- q) Prizes must be claimed at the time of notification or as otherwise specified by 3AW. Where a winner is deemed invalid or does not claim their prize when and in the manner specified, 3AW may determine a new winner in its absolute discretion and in accordance with applicable legislation.
- r) Notwithstanding any other condition of these Terms, 3AW reserves the right to amend these Terms, and to modify, cancel or withdraw a competition at any time if it is unable to run as planned, subject to any regulatory requirements.
- s) The time of entry will in each case be deemed to be when the entry is received by the 3AW database.
- t) 3AW is not responsible for any problems or technical malfunction of any phone, 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 You from successfully participating in a competition.
- u) A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by 3AW. These rights include a statutory guarantee that any services provided by 3AW will be rendered with due care and skill and that any goods will be of acceptable quality. These Terms do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, 3AW 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.
- v) Subject to the previous paragraph, 3AW, Nine Entertainment Co. Pty Ltd (and its related entities) and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- w) All prize values stated are the recommended retail value as provided by the prize supplier, are in Australian dollars and are correct at the time of the launch of the competition. 3AW takes no responsibility for variations in the prize value.
- x) 3AW accepts no responsibility for any tax implications that may arise from winning the prizes. Independent financial advice should be sought.
- y) Where a specific competition is subject to additional terms, in the event of any inconsistency between the additional terms and these Terms, the additional terms will supersede these Terms in relation to the inconsistency only.

z) Failure by 3AW to enforce any of its rights at any stage does not waive those rights.