

Peak of the Week Competition 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	Peak of the Week Competition
2. Promoter	Nine Entertainment Co Pty Ltd, ABN 59 122 205 065, 1 Denison St, North Sydney, NSW, 2060.
3. Promotional Period	Start Date: 5:30am AEST on 08/09/23 End Date: 8:30am AEST on 24/05/24
4. Entry Restrictions	<p>a. Entrants must be:</p> <ol style="list-style-type: none"> i. at least 18 years of age; and ii. residents of VIC <p>b. Entrants must not be the employees (or their immediate family members) of:</p> <ol style="list-style-type: none"> i. The Promoter and its related bodies corporate; or ii. The Prize Provider and its related bodies corporate.
5. Entry Procedure	<p>a. To be entered into Promotion, Entrants must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none"> i. Listen to the 3AW Breakfast show (5:30am – 8:30am Melbourne time) each Friday during the Promotional Period; ii. Wait for the competition “cue to call” and call the competition line: 133 693; iii. If the Entrant is successful in being put on air, the Entrant must then describe the highlight of their week; and iv. Provide the requested details including full name, email address and phone number.
6. Selection process	<p>a. Each Winner of the Minor Prize will be determined as follows:</p> <ol style="list-style-type: none"> i. The first valid entrant each Friday of the Promotional Period who is successful in being put on air competition line and describes the highlight of their week will win the Minor Prize. <p>b. The Winner of the Major Prize will be determined as follows:</p> <ol style="list-style-type: none"> i. All Minor Prize winners will be considered by the judges and the single best entry, as determined by the judges, will win the Major Prize. Entries will be judged based on the creative merit of their entry. <p>c. The Promoter may select additional reserve entries and record them in order in case an invalid entry or ineligible entrant is selected.</p>
7. Maximum Entries per person	Multiple entries permitted, subject to the following: (a) each entry must be submitted separately and in accordance with entry requirements; (b) each answer must be substantially unique; and (c) a limit of two (2) Minor Prizes per person applies.
8. Winner Selection Time and Location	<p>a. Minor Prize Winner Selection Time: Approximately 6:30am (Melbourne time);</p> <p>b. Minor Prize Winner Selection Dates: each Friday of the Promotional period, as follows:</p> <ul style="list-style-type: none"> • September 15th, 22nd, 29th 2023; • October 6th, 13th, 20th, 27th 2023; • November 3rd, 10th, 17th, 24th 2023; • December 1st, 8th, 15th, 22nd, 29th 2023; • January 5th, 12th, 19th, 26th 2024; • February 2nd, 9th, 16th, 23rd 2024; • March 1st, 8th, 15th, 22nd, 29th 2024; • April 5th, 12th, 19th, 26th 2024; • May 3rd, 10th, 17th, 24th 2024. <p>c. Major Prize Winner Selection Date and time: 28/06/24 at 8:30am AEST</p> <p>d. Location of all Winner Selection: Media House, Level 7, 655 Collins Street, Docklands VIC 3008</p>
9. Prize Provider	E. & S. TRADING CO. (DISCOUNTS) PTY. LTD. (ABN 71 007 449 265) of 215 Browns Rd, Noble

	Park North VIC 3174
10. Prize(s)	<p>Major Prize:</p> <ul style="list-style-type: none"> a. Number of Major Prizes: One (1) b. Prize value: \$25,000.00 c. E&S Gift Voucher <p>Minor Prize:</p> <ul style="list-style-type: none"> d. Number of Major Prizes: One (1) per week, thirty-seven (37) in total. e. Prize value: \$500.00 f. E&S Gift Voucher <p><i>Total Prize Pool: \$43,500.00</i></p>
11. Prize Restrictions	<p>Prize restrictions:</p> <ul style="list-style-type: none"> a. The Prize is subject to any additional terms and conditions imposed by the Prize Provider. b. The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment. c. The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded. d. The Prize cannot be transferred. e. If required by the Prize Provider, the Winners must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in [insert state]. f. The Prize is not transferable or exchangeable for cash.
12. Notification of Winners	<ul style="list-style-type: none"> a. The Winner will receive notification by phone and/or email as provided at the time of entry.
13. Additional Terms	<ul style="list-style-type: none"> a. By entering the Promotion, the Entrant accepts and agrees: <ul 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. 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. The Promoter will not disclose personal information to any entity outside of Australia. e. 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. f. 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. g. 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. h. 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.

- i. 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.
- 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.
- 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 select a new winner in its absolute discretion on or before Expiry.
- q. If a Winner fails to collect their Prize within the time stipulated by the Promoter, the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, 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 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.
- v. 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.

- w. 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 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.
- x. If You or your entry are deemed by the Promoter to breach these Terms, your entry (or at the Promoter's discretion, all of your 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 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). 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.