# 3AW Rumour File 2026

## Radio Competition Terms & Conditions

### Schedule

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| **Promotion** | 3AW Rumour File 2026 |
| **Promoter** | Radio 3AW Melbourne Pty Ltd (**3AW**)<br>ABN 47 006 962 358 |
| **Promotion Sponsor** | Daily Prize:<br>CW Media Pty Ltd (ABN 27 338 976 209) 44 Raglan Street, Preston, Victoria 3072<br><br>Contributor of the Week Prize:<br>CW Media Pty Ltd (ABN 27 338 976 209) 44 Raglan Street, Preston, Victoria 3072<br><br>Major Prize:<br>Patterson Cheney Pty Ltd trading as Mercedes Benz Berwick (ABN 52 005 805 247) 518 Princes Highway, Berwick, Victoria 3806 |
| **Promotional Period** | **Start Date:** Monday 15th December 2025 at 5:30am AEDT<br>**End Date:** Thursday 10th December 2026 at 8:30am AEDT |
| **Eligible entrants** | Permanent residents of Victoria aged 18 years and over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions and who hold a valid driver's license (**Entrants**). |
| **Entry Method** | To enter, Entrants must complete the following steps during the Promotional Period:<br>i. Contribute a rumour to the Rumour File segment via one (1) or more of the following methods:<br>a. Phone 3AW's talkback line on 133 693 (cost of a local call) between the hours of 5:30am and 8:30am Melbourne time Monday – Friday and be put through to air as a contributor to 3AW's Breakfast Program weekday 'Rumour File' segment;<br>b. Send an email to breakfast@3aw.com.au or through https://www.3aw.com.au/show/3awbreakfast/; or<br>c. Send a Facebook message at www.facebook.com/3AWBreakfast ; and<br>ii. From Monday 15th December 2025, be nominated as one (1) of the following by the 3AW On-Air Breakfast Program team:<br>a. a daily Rumour File winner' (**Daily Winner**); or<br>b. a contributor of the week (Contributor **of the Week**)<br>iii. Each Contributor of the Week will go into the Draw to win the Prize (**Prize Draw**), provided that they provide the Promoter with the required personal details, including a valid email address. |
| **Maximum Entries** | • There are no maximum Entries per Entrant during the Promotional Period.<br>• An Entrant may be nominated as a Contributor of the Week on more than one occasion. |

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| **Winner Determination** | Contributor of the Week Prize<br>Each Friday at between 5.30am and 8.30am at Media House, Level 7, 655 Collins Street, Docklands VIC 3008 during the Promotional Period. The Winner will be the Entrant who has most creatively answered the promotional question. The Promoter reserves the right to select additional reserve entries that it determines to be the next best and record them in order of merit, in case of an invalid entry or ineligible Entrant.<br><br>Major Prize:<br>Prize Draw Date: Friday 11th December 2026<br>Time: 7:20am (approx.)<br>Location: Media House, Level 7, 655 Collins Street, Docklands VIC 3008<br>The Winner will be drawn electronically by random draw by 3AW at Level 7, 655 Collins Street Docklands VIC. The Winner will be the first valid entry drawn. The Promoter reserves the right to draw additional reserve entries, and record them in the order drawn, in the event that an invalid entry is drawn or an Entrant drawn is ineligible. |
| **Winner Notification and Winner Publication** | In the case of an instant win on air or at an outside broadcast, the winner may be notified via the contact details provided upon entry live on air.<br><br>If the Prize involves a cash component, You must provide your bank account details and email address at the request of the Promoter in order to receive the prize via bank transfer. You will forfeit the Prize if you do not comply with these requests within a reasonable time period being 5 business days. |
| **Prize/s** | **Daily Prize:**<br>Number of Prizes: 260<br>Prize Value: $100<br>Prize Description: $100 Chemist Warehouse voucher<br><br>**Contributor of the Week Prize:**<br>Number of Prizes: 52<br>Prize Value: $500<br>Prize Description: $500 Chemist Warehouse voucher<br><br>**Major Prize:**<br>Number of Prizes: 1<br>Prize value: $68,183.66 (including GST) **updated on 08/12/2025**<br>Prize Description:<br>i. Model: Mercedes-Benz GLA 200 SUV<br>ii. Model Specifications:<br>a. AMG Line<br>b. Seat Comfort Package<br>c. Panoramic sliding sunroof<br>d. Polar White – Black Artico interior<br>iii. Value (Manufacturer's Recommended List Price):<br>a. Vehicle only: $57,182.00<br>b. Including options and on-road cost: $68,183.66<br>iv. Inclusions:<br>a. Dealer Delivery fee ($1,425.00)<br>b. Government statutory charges ($3617.35)<br><br>Total Prize Pool: $68,183.66 (including GST), **updated on 08/12/2025** |
| **Unclaimed Prize Date** | 3 months from the date of the winners being determined or the draw of the prize (as the case may be). |
| **Special Conditions** | a) The Prize is subject to any additional terms and conditions imposed by the Prize Provider. |

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| | b) The Winner's details may be provided to the Prize Provider for the purposes of prize fulfilment.<br>c) The Prize cannot be transferred or exchanged for cash.<br>d) The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded.<br>e) The Prize cannot be transferred without written permission from the Prize Provider.<br>f) The Prize is subject to any additional terms and conditions imposed by the Prize Provider.<br>g) The Prize is subject to availability. If the above model is unavailable, the Prize Provider reserves the right to substitute the Prize with another vehicle to the equal value and/or specifications.<br>h) The Winner's details may be provided to the Prize Provider for the purposes of prize fulfilment.<br>i) The Prize cannot be transferred or exchanged for cash<br>j) All optional extras and accessories, comprehensive insurance, fuel and all other ancillary or related costs are excluded and are the responsibility of the Winners<br>k) The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded.<br>l) The Prize cannot be transferred without written permission from the Prize Provider.<br>m) 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.<br>n) The colour of the vehicle awarded is at the discretion of the Prize Provider.<br>o) The Winner must collect the Prize from Mercedes-Benz Berwick at 518 Princes Highway, Berwick, Victoria 3806 and cannot nominate a proxy to attend on their behalf<br>p) If the Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the 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 Winner and any assignee.<br>q) The 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 Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion. |

# Terms and Conditions

**Entry into the Promotion**

1. The Radio Entry Terms above and all other entry instructions and prize information published and/or broadcast by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions and that entry into the Promotion constitutes acceptance of these Terms and Conditions. All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.

2. Entry is not open to:

a. directors, management, employees, officers and contractors of:

i. the Promoter,
ii. the promotion sponsor,
iii. the prize supplier/s,
iv. any related bodies corporate of the Promoter, the promotion sponsor and the prize supplier/s, and
v. the agencies and companies associated with the Promoter or the Promotion; and

b. a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2(a).

3. Entrants under the age of 18 must have permission from a parent or legal guardian to enter the Promotion.

4. Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter or its agencies, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

5. Entrants may submit entries up to the Maximum Entries. If multiple entries are permitted, each entry must be submitted separately and each answer to the promotional question (if applicable) must be unique.

6. Any and all entries that are made using any automated entry means, computer entry service or any other mechanical or electronic means that allows an individual to automatically enter repeatedly are invalid and will be rejected by the Promoter.

7. Entry into the Promotion via social media, promotional website or email is free. However, any costs associated with accessing the relevant social media platform, promotional website or email service are the responsibility of each Entrant and dependent on the internet service provider used.

8. 1-90 entry cost per call is $0.55 including GST. Calls from mobiles may attract a higher rate. 1-90 service provider is Mercury Mobility Pty Ltd (Mercury Helpline: 1300 914 815).

9. SMS entry cost per message is $0.55 including GST. Premium SMS Service Provider is Mercury Mobility Pty Ltd (Mercury Helpline: 1300 914 815). By entering the Promotion via SMS, Entrants consent to the Promoter using their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of their entry in the Promotion.

10. All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.

11. The Promoter may declare any or all entries made by an Entrant to be invalid if the Entrant:

a. fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or

b. fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or

c. appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or

d. has submitted an entry that is not in accordance with these Terms and Conditions; or

e. has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.

12. You acknowledge that there may be a delay in transmission depending on how You are listening to the Radio stream. This means that you may not be listening to the live transmission and it may affect your ability to fulfil the required Entry Method for a particular Promotion.

**Entry material**

13. Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.

14. Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.

15. All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.

16. By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and using the entry material in any way that the Promoter sees reasonably sees fit.

17. Each Entrant warrants that:

a. they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions; and

b. they have express consent from each person appearing in the entry material (or if a person appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.

**Winners**

18. The Winner/s will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner/s will receive the Prize/s.

19. The Winner/s will be notified in accordance with the Winner Notification and the Winner/s name (first initial and surname) and State/Territory of residence will be published in accordance with the Winner Publication.

20. All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State/Territory permit regulations, if a Prize is:

a. not claimed by the Winner by the Unclaimed Prize Date; or

b. forfeited for any reason,

that Prize will be awarded to the next best entry or the next valid entry drawn (as the case may be). The winner of the Unclaimed Prize will be notified in accordance with the Unclaimed Prize Winner Notification and the Unclaimed Prize Winner's name (first initial and surname) and State/Territory of residence will be published in accordance with the Unclaimed Prize Winner Publication.

**General prize terms**

21. All Prize values are correct and based on the recommended retail value at the start of the Promotional Period of the Promotion.

22. If a Prize or any part of a Prize is unavailable for any reason, the Promoter will substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.

23. Unless expressly stated as being included in the Prize/s, all other costs and expenses associated with taking the Prize/s become the responsibility of Winner/s and their guest/s, including but not limited to:

a. taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);
b. costs associated with inoculations, passports and/or visa applications;
c. transfers;
d. travel insurance;
e. spending money;
f. meals;
g. transport to/from an airport departure or return point;
h. any extra sightseeing or activities; and
i. all other incidental and ancillary costs incurred by Winner/s and/or their guest/s as a direct or indirect result of taking the Prize.

24. Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

25. Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

26. All aspects of a Prize must be taken together as a package. Prizes including attendance to an event must be taken to coincide with that event. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.

27. The Promoter reserves the right to refuse to allow an Entrant/Winner and/or their guest/s to take part or continue to take part in any aspects of the Promotion or Prize/s, for any inappropriate behaviour (including intoxication), if the relevant person does not or is not able to comply with any requirements normally associated with the particular activity or if the Promoter determines, based on the advice of an appropriate and relevant medical professional, that the relevant person is not sufficiently healthy or fit so as to safely participate in the Promotion or Prize/s.

28. Prizes may not, without the prior written consent of the prize supplier/s and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter

or the prize supplier/s may, at their absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.

29. If the Winner/s and/or their guest/s are under the age of 18, they must be accompanied on their Prize by a parent or legal guardian.

30. Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize/s or acceptance of the Prize/s.

31. Prizes cannot be used in conjunction with any other discounts or special offers.

32. Each Prize will be awarded to the person named in the winning entry (as judged or drawn – as the case may be – in accordance with the Winner Determination). If a Winner is under the age of 18, the Promoter may, at its discretion, award their Prize to the Winner's parent or legal guardian. It is the responsibility of the Winner's parent/legal guardian to prove their parental status/legal guardianship at the time of the Winner Notification.

33. The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.

34. It is a condition of accepting the Prize/s that the Winner/s and their guest/s must sign a participant or winner legal release or releases in a form determined by the Promoter, prize supplier/s and/or the promotion sponsor in their reasonable discretion.

**Holiday prize terms**

35. Where a Prize includes international or domestic travel, the Winner and their guest/s must ensure that they have valid documentation for travel, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Where a Prize includes travel to the United States of America (USA), the Winner and their guest/s must apply for an Electronic System for Travel Authorisation permit (ESTA) at least seventy-two (72) hours prior to their departure from Australia or as otherwise required by the USA. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their guest/s. If the Winner or their guest/s are refused entry to the USA for any reason or prior to their departure from Australia are not granted an ESTA, they forfeit the Prize and no compensation or substitute will be offered.

36. Winner/s and their guest/s are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.

37. Airline tickets are available on the regular scheduled services of each airline and are subject to seasonal embargoes. Flight itinerary may have to be adjusted depending on the airlines' departure city and their current flight schedule.

38. Frequent Flyer points are not available for any of the flights included in the Prize/s.

39. Airline tickets included in the Prize/s cannot be used as part-payment of another airfare.

40. Winner/s and their guest/s must travel at the same time, including flights and accommodation. Winner/s and their guest/s must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the Winner's place of residence. Winner/s and their guest/s are responsible for transport to and from their residence to the Winner's nearest capital city airport.

41. A credit card imprint or cash deposit may be required from Winner/s and/or their guest/s at check-in to a hotel, for all incidental charges.

42. The Promoter and the prize supplier/s make no representation as to the safety conditions or any other

conditions that may exist at any destination.

**Miscellaneous prize terms**

43. Voucher prizes are only valid for the period as advised by the Promoter or prize supplier/s and can only be redeemed in accordance with the prize supplier's terms and conditions.

44. The Winner of a Prize including a vehicle must be able to register the vehicle in their own name. If the Winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the Winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and the assignee.

45. The Promoter warrants that the purchase of alcohol will not be used as an inducement to enter the Promotion or to encourage: rapid or irresponsible consumption of alcohol; intoxication; the consumption of alcohol by minors; anti-social behaviour; or the consumption of alcohol in restricted alcohol or alcohol-free zones. Tickets or rights for alcohol prizes will not be distributed by or to any person under 18, nor can a person under 18 dispense or collect an alcohol prize. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol.

46. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at https://www.nhmrc.gov.au/health-advice/alcohol.

47. The size and style of any clothing/accessories included in the Prize will be determined at the sole discretion of the Promoter.

**Publicity**

48. By accepting a Prize, Winner/s and their guest/s agree that:

a. if requested by the Promoter, the Winner/s and their guest/s will:
b. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
c. participate in any reasonable promotional activity in connection with the Promotion or the Prize during the Promotional Period and for a reasonable period following the Promotional Period, including speaking live on-air. The Promoter will pay for the reasonable expenses of the Winner/s and their guest/s participation pursuant to this clause;
d. the Promoter may use their name, image, comments, photographs or audio-visual clips (Materials) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s and their guest/s or any other person;
e. the Promoter may use, reproduce, edit and communicate to the public the Materials during the Promotional Period and a reasonable period following the Promotional Period in any form of media;
f. the Promoter may license, authorise or otherwise transfer the rights in the Materials to other parties which we engage for the purposes of the Promotion which may reasonably require the Materials for purposes related to the Promotion to do the same; and
g. the Winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

**Use of social media**

49. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):

a. each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.

b. each Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion;

c. to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;

d. Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;

e. Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and

f. any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

**Limitation of liability**

50. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.

51. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:

a. any technical difficulties or equipment malfunction;
b. any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
c. any delays or failures in any telecommunications services or equipment;
d. any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
e. any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
f. any variation in Prize value to that stated in these Terms and Conditions;
g. any tax liability incurred by a Winner or Entrant;
h. if a Prize or any part of a Prize is unavailable for any reason;
i. if a Prize is not delivered or delivery is delayed; or
j. use of the Prize/s.
k. Notwithstanding clauses 50 and 51, you may have rights which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions

**General**

53. Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties of which the Entrants and Winner will be made aware, and Entrants and Winners must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion.

54. If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.

55. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter and the prize supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.

56. These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.

57. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

58. These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion but they do not exclude the Entrant's rights that it would otherwise have under the *Consumer and Competition Act 2010 (Cth)* (Australian Consumer Law).

59. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required by the authorities that have issued permits or authorities for the conduct of the Promotion or to otherwise comply with any other law. The Promoter will make reasonable attempts to notify each Entrant of any changes to the Terms and Conditions and the Schedule made pursuant to this clause.

**Privacy**

60. The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and:

a. the Promoter's Privacy Policy at Tapt Media Privacy Policy
b. The Promoter's Privacy Policy contain information regarding:
c. how Entrants may access or correct any of their personal information collected by the Promoter; and
d. how Entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (APP) or APP code, and how the Promoter will action such complaint.

61. If there is a promotion sponsor, the promotion sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the promotion sponsor.