

What's on your DON Footy Frank?

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** **What's on your DON Footy Frank?**

- 2. Promoter** Macquarie Media Operations
Ground Floor, 33-35 Saunders Street, Pyrmont NSW, 2009

- 3. Promotional Period** Open Date: Opens Monday 28 August 2017 at 9:00am (AEST)
Close Date: Closes Sunday 24 September 2017 at 11:59pm (AEST)

- 4. Entry Restrictions** Entrants must be:
 - at least 18 years of age;
 - residents of Victoria, New South Wales & Queensland

Entrants must not be employees, or immediate family members, of:

 - Macquarie Media Operations and its related bodies corporate
 - Don Small Goods

- 5. Entry Procedure** To be entered into Promotion, Entrants must, during the Promotion Period:
 - Visit the Promotion website:
 - <http://www.3aw.com.au/competitions/> (for residents of Victoria);
 - <http://www.2gb.com/competitions/> (for residents of New South Wales); or
 - <http://www.4bc.com.au/competitions/> (for residents of Queensland).

AND

 - Register their details and upload a photograph that the Entrant has taken of a DON Footy Frank with their preferred toppings to the competition page. The photo must include:
 - a DON Footy Frank
 - toppings

The Winner of the Prize will be determined by:

 - The Promoter's Integration team reviewing all Eligible Entrants photos to select the photo (in each Location) that reflects:
 - the most creative use of toppings on a DON Footy Frank; and
 - best overall presentation with regard to colours, layout and ingredients.

- 6. Maximum Entries per person** No maximum entries. Entrants may enter as many times as they like over the Promotional Period provided that each entry is of a different photo.

- 7. Prize Draw Time and Location** Prize Draw Date: Monday 25 September 2017
Time: (approx.): 10:00am
Location: Media House - Level 7, 655 Collins St, Docklands VIC 3008

- 8. Prize Provider** Don Small Goods

- 9. Prize(s)** There are two Prizes to give away, based on the Entrant's State of residence (**Location**).
Prize: \$5,000 cash
One winner of the Prize will be selected from the State of Victoria.
The other winner of the Prize will be selected from the combined entries from the State of New South Wales and Queensland
Total Prize Pool: \$10,000

- 10. Prize Restrictions** Prize: Winner must provide bank details for direct deposit of prize. The money will be transferred to the winner's nominated bank account within 21 days of the Notification of Winners.

- 11. Notification of Winners** The winner's name will be published on the 3AW website at: <http://www.3aw.com.au/competitions/> within 2 days of the Prize Draw.
The winner will receive notification by email and telephone to the email address and phone number provided at the time of entry.

12. Additional Terms

- a. By entering the Promotion, the Entrant accepts these terms and conditions and agrees to the Promoter's [Privacy Policy](#), each as amended from time to time and available on the Promoter's website.
- 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. An entry, whether the winning entry or otherwise, may be reproduced in any medium, in all territories, with or without reference to the Entrant, and without payment. By submitting an entry, Entrants consent to the reproduction and modification of their entry in accordance with these terms, in perpetuity. The Entrant must have the right to grant the licence to use the entry in this way, and indemnifies the Promoter for any allegation of breach of third party copyright.
- 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 entry, 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.
- g. 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.
- h. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- i. 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.
- j. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. 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).
- s. 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:
 - 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
 - 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.
- t. 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.