

Alan Jones New Caledonia Winter Escape Promotion Terms and Conditions

By entering into the competition 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** Alan Jones New Caledonia Winter Escape

- 2. Promoter** **Macquarie Media Operations**
33-35 Saunders St, Pyrmont, NSW, 2009.

- 3. Promotional Period** Open Date: 14/8/2017
Close Date: 24/8/2017

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

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

 - Macquarie Media Operations and its related bodies corporate; or
 - New Caledonia Tourism; or
 - Aircalin

- 5. Entry Procedure** To be entered into Promotion, Entrants must, during the Promotion Period:
 - Visit the "Win Page" on the 2GB.com or 4BC.com.au websites;
 - Complete the online entry form with their name, home address, contact phone number and email address; and
 - In the indicated entry box, respond in 100 words or less "tell us why you would like to escape to New Caledonia".

The Winner of the Major Prize will be determined by:

 - the Macquarie Media Integration Department Judging all eligible entries at the Prize Judging Time to determine which entry is the **best entry**.
 - The best entry will be judged based on creativity and content, and what best reflects the image of New Caledonia.

- 6. Maximum Entries per person** Maximum of one entry per Entrant

- 7. Prize Judging Time and Location** Prize Judging Date: Friday August 25, 2017.
Time: Between 10am and 3pm.
Location: Macquarie Media, 33-35 Saunders St, Pyrmont, NSW, 2009.

- 8. Prize Provider** New Caledonia Tourism, Aircalin and Ramada Plaza Noumea.

- 9. Prize(s)** The Prize consists of:
 - Return economy airfares for two people to Noumea (New Caledonia), ex Sydney or Brisbane only, including taxes and levies.
 - Five (5) Nights' accommodation in a 1 bedroom apartment for two people, including buffet breakfast daily.
 - Return airport transfers to the Ramada Plaza in Noumea.

Prize value is \$3,350

- 10. Prize Restrictions**
 - Prize must be redeemed in full by 10 July, 2018.
 - Travel is subject to availability at time of booking request. Departures in peak periods may not be available, including, Easter, Christmas, School Holidays and Special Events.
 - Hotel accommodation is not available from 3/12/2017 until 2/1/2017.
 - Prize is non-transferable, non-refundable, cannot be sold or exchanged for cash and cannot be used in conjunction with any other offer.
 - Transfers to and from Australian point of departure (Sydney or Brisbane) are not included.
 - Additional expenses, including airport departure taxes, visas, compulsory travel insurance, meals not listed, any optional tours and activities, camera fees, tips or gratuities, and items of a personal nature, are not included in the prize.
 - The winner and companion must travel together, and all Prize elements must be booked and used at the same time. If any element(s) of the Prize is not used, it will be forfeited by the winner.
 - A dress code does apply to the Aircalin flights. At least smart casual clothing must be worn on their aircraft. Denim jeans, rubber thongs and bare midriff tops are not acceptable.

11. Notification of Winners

The Winner's name will be announced on air on between 6am and 9am on Monday, August 28, 2017.

The Winner will receive notification by telephone and email via the contacts provided at the time of entry.

The Winner's name and suburb will also be published on the 2gb.com and 4BC.com.au "Competition Winners" pages at <http://www.2gb.com/competition/competition-winners/> and <http://www.4bc.com.au/competition/competition-winners/>

12. Additional Terms

- a. By entering the Promotion, the Entrant accepts these terms and conditions and agrees to the Promoter's Privacy Policy 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. 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 on via any medium. Entrants will not be compensated for this use.
- f. 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.
- g. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- h. 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.
- i. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. 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.
- 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 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).
- r. 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.
- s. 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.