'12 Days of Christmas' Promotion 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 and published on the Promoter's website.

These Terms and Conditions are current as at 25 November 2017.

1.	Promotion	12 Days of Christmas			
2.	Promoter				
		Macquarie Media Operations			
		Ground Floor, Building C			
		33-35 Saunders Street			
		Pyrmont, NSW 2009			
		(02) 8570 0000			
3.	Promotional Period	Open Date: 25/11/17			
		Close Date: 11am 14/12/17			
4.	Entry Restrictions	Entrants must be:			
		 at least 18 years of age; and residents of New South Wales, Queensland and Victoria 			
		Entrants must not be employees or their immediate family members, of:			
		 Macquarie Media Operations and its related bodies corporate; or the Prize Providers including; Vodafone, Spinaleze, Smeg, Harvey Norman, AAT Kings, Snowgoose Hampers (360 DMG), NRL, Sony, Just Wines, Domayne, Musson and Spicers Retreats 			
5.	Entry Procedure	To be entered into Promotion, Entrants must, during the Promotional Period:			
		 Go onto the WIN page of 2GB or 4BC: www.2gb.com www.4bc.com.au Enter their name, address, phone number; and Answer in 25 words or less why they love Christmas 			

6. Selection

Procedure

During the Promotional Period, there will be 12 Days of giveaways according to the time schedule in the table below.

On Days where there are multiple Prizes, an Entrant wins only one Prize.

If an Entrant does not win on a given Day, their entry remains in the running for the duration of the Promotional Period.

Day	Entry Close Date: 11am AEDST	Prize	On-Air Announcement Day
1	Wednesday 29 November 2017	HTC One X10	Thursday 30 November 2017
2	Thursday 30 November 2017	Spinaleze Pillows 2 pack	Friday 1 December 2017
3	Friday 1 December 2017	Smeg Espresso Coffee machine	Monday 4 December 2017
4	Monday 4 December 2017	\$500 Harvey Norman Gift Voucher	Tuesday 5 December 2017
5	Tuesday 5 December 2017	\$2,000 AAT Kings Voucher	Wednesday 6 December 2017
6	Wednesday 6 December 2017	Snowgoose Red Cherries Hamper	Thursday 7 December 2017
7	Thursday 7 December 2017	Double pass to State of Origin 2018 – for either Game 2 Sydney	Friday 8 December 2017
8	Friday 8 December 2017	John Farnham and Olivia Newton-John's FRIENDS FOR CHRISTMAS DELUXE EDITION & \$500 visa debit card	Monday 11 December 2017
9	Monday 11 December 2017	\$250 Just Wines voucher	Tuesday 12 December 2017
10	Tuesday 12 December 2017	\$500 Domayne Gift Voucher	Wednesday 13 December 2017
11	Wednesday 13 December 2017	'Nova Medio' pendant by Musson Jewellers	Thursday 14 December 2017
12	Thursday 14 December 2017	Weekend away at Spicers Sangoma Retreat or Peak Lodge	Friday 15 December 2017

All entries will be judged by the Promoter's Integration team on the Entry Close Date, based on the Judging Criteria – the Entrant who best fulfils the Judging Criteria on each Day will win the Prize.

Judging Criteria: Entries will be evaluated based on being:

- Entertaining and creative;
- Demonstrable knowledge of or appreciation of Christmas; and
- Adhering to word count

7. Maximum Entries per person Entrants can enter once during the Promotional Period (on either 4bc.com.au or 2gb.com).

8. Prize Provider The Promotion has 12 Prize Providers:

Thursday 30 November 2017 – Vodafone
Friday 1 December 2017 - Spinaleze
Monday 4 December 2017 – Smeg
Tuesday 5 December 2017 – Harvey Norman
Wednesday 6 December 2017 – AAT Kings
Thursday 7 December 2017 – Snowgoose Hampers (360 DMG)
Friday 8 December 2017 – NRL
Monday 11 December 2017 - Sony
Tuesday 12 December 2017 – Just Wines
Wednesday 13 December 2017 – Domayne
Thursday 14 December 2017 - Musson
Friday 15 December 2017 – Spicers Retreats

9. Prize(s)

An Entrant can only win one Prize. Each Day for the 12 Days of Christmas, Prizes will be awarded as follows:

Day 1: Thursday 30 November 2017

Prize: HTC One X10 Mobile Phone– value \$549.00 each There are 4 Prizes to win on Day 1. (Total value = \$2196)

Day 2: Friday 1 December 2017

Prize: Spinaleze Pillows 2pack - value \$398 There are 4 Prizes to win on Day 2.

Day 3: Monday 4 December 2017

Prize: Smeg Espresso Coffee machine - valued at \$499 RRP. There are 4 Prizes to win on Day 3.

Day 4: Tuesday 5 December 2017

Prize: \$500 Harvey Norman Gift Voucher There are 4 Prizes to win on Day 4.

Day 5: Wednesday 6 December 2017

Prize: \$2,000 AAT KINGS Voucher There is 1 Prize to win on Day 5.

Day 6: Thursday 7 December 2017

Prize: Snowgoose signature hamper "The Red Cherries Hamper" – value \$139.00 each There are 4 Prizes to win on Day 6.

Day 7: Friday 8 December 2017

Prize: Double pass to Holden State of Origin Game - value minimum \$35 each

There are 5 Prizes to win on Day 7.

Day 8: Monday 11 December 2017

Prize: John Farnham and Olivia Newton-John's FRIENDS FOR CHRISTMAS DELUXE EDITION and a \$500 visa debit card There are 4 Prizes to win on Day 8.

Day 9: Tuesday 12 December 2017

Prize: \$250 Just Wines voucher There are 4 Prizes to win on Day 9.

Day 10: Wednesday 13 December 2017

Prize: \$500 Domayne Gift Voucher (valued at \$500) There are 4 Prizes to win on Day 10.

Day 11: Thursday 14 December 2017

Prize: 18ct white gold, diamond 'Nova Medio' pendant by Musson Jewellers. – valued at \$2500. There is 1 Prize to win on Day 11.

Day 12: Friday 15 December 2017

Prize : 2-night stay for the winner and 1 guest to ONE of the following locations – each valued at \$2,500

- Sangoma (Syd listeners) <u>https://spicersretreats.com/spicers-sangoma-retreat/</u> OR
- Peak Lodge (Bris listeners) https://spicersretreats.com/spicers-peak-lodge/
- There is 1 Prize to win on Day 12.

Total Prize Pool: 40 Prizes across 12 Days totalling \$21,810

10. Prize Restrictions

The Prize won by an Entrant on a given Day cannot be exchanged for another Prize, or for cash or any other thing. Prizes are awarded strictly in accordance with the table in Item 6 above.

Prizes may be subject to additional terms and conditions imposed by the Prize Provider and will be subject to periods of validity and expiry dates.

The details of winners may be shared with Prize Providers for the purpose of Prize fulfillment.

Day 6 Prize: The prize will be delivered at an address agreed between the winner and the Prize Provider.

Day 9 Prize: Voucher is valid until 31 May 2018 and must be used on Just Wines' online store and cannot be redeemed in person. The value of the voucher can be used towards the shipping fee that may apply.

Day 12 Prize: The winner may select from either location specified in the Prize details. Accommodation is subject to blackout periods and must be booked and used by no later than June 15 2018.

11. Notification of

Winners

Winners will be announced each Day (in accordance with the table in Item 6) during the Promotional Period.

Winners will also receive either a phone call or an email to confirm that they have won.

At the end of the Promotional Period, the name and suburb of each winner will be published on:

- 2gb.com/competitions; and
- 4bc.com/competitions

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. Entrants 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.
- 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. 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.
- 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.