

Ben Fordham Gives You Robbie Williams for Christmas Promotion 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	Ben Fordham Gives You Robbie Williams for Christmas Permit Number: LTPS/19/39837
2. Promoter	Harbour Radio Pty Limited (ABN: 89 010 853 317) 33-35 Saunders Street, Pyrmont NSW 2009
3. Promotional Period	Open Date: 18 November 2019 at 3:00pm AEDT
	Close Date: 5 December 2019 at 6:00pm AEDT
4. Entry Restrictions	<p>a. Entrants must be:</p> <ol style="list-style-type: none">at least 18 years of age;residents of New South Wales and Queensland. <p>b. Entrants must not be the employees (or their immediate family members) of:</p> <ol style="list-style-type: none">The Promoter and its related bodies corporate; orThe Prize Provider and its related bodies corporate.
5. Entry Procedure	<p>a. To be entered into Promotion, Entrants must, during the Promotional Period:</p> <ol style="list-style-type: none">Listen to the Promoter between 3:00pm and 6:00pm each day of the Promotional Period for an audio clip of a Christmas song from one of four Sony Music Christmas Albums (Cue to Call);On hearing the Cue to Call, telephone the Competition Line on 1300 722 873 and ask to be put through to the on-air team;Be the correct caller through in the nominated place in the queue of callers (Nominated Caller) and provide their full name, address, telephone number and valid email address.
6. Selection process	<p>a. The Winners of the Minor Prize will be determined by selecting the first on-air caller each day who satisfies the Entry Procedure (Minor Prize Winner).</p> <p>b. The Winner of the Major Prize will be determined by the following process:</p> <ol style="list-style-type: none">All Minor Prize Winners' names will be entered into a draw;The Promoter will draw a name at random from the combined pool of Minor Prize Winners to determine the winner of the Major Prize (Major Prize Winner).
7. Maximum Entries per person	Maximum of one entry per Entrant per day of the Promotional Period.
8. Major and Minor Prize Draw Date, Time and Location	<p>a. Minor Prize draw</p> <ol style="list-style-type: none">Date: Each weekday of the Promotional PeriodTime: (approx.) between 3:00pm and 6:00pm AEDTLocation: Promoter Studios, 33-35 Saunders Street Pyrmont NSW 2009. <p>b. Major Prize Draw</p> <ol style="list-style-type: none">Date: 6 December 2019Time: (approx.) between 9:00am and 12 midday AEDTLocation: Promoter Studios, 33-35 Saunders Street Pyrmont NSW 2009.
9. Prize Provider	Sony Music Entertainment Australia Pty Ltd (ABN: 95 107 133 184) 11-19 Hargrave Street, East Sydney, NSW 2010
10. Prize(s)	<p>a. Minor Prize:</p> <ol style="list-style-type: none">Number of Minor Prizes: 14Prize value: \$60 inc GST eachDescription: A four (4) CD pack of the following Sony Music Christmas Albums:<ul style="list-style-type: none">Robbie Williams' album 'The Christmas Present';George Michael and Wham!'s original motion picture soundtrack to the 2019 movie 'Last Christmas';John Farnham and Olivia Newton-John's album 'Friends for Christmas' (Deluxe Edition); andHuman Nature's 'The Christmas Album' (Deluxe Edition). <p>b. Major Prize:</p> <ol style="list-style-type: none">Number of Major Prizes: One (1)Prize value: Up to \$8,815 inc GSTDescription: A trip for two (2) people, the Winner and a guest, to London, United Kingdom to attend the 'The Robbie Williams Christmas Party' live concert at the SSE Arena, Wembley on 16 December 2019, inclusive of the following:<ul style="list-style-type: none">Two (2) x return economy airfares departing Brisbane or Sydney on 14 December 2019; and returning London 19 December 2019;Four (4) x nights' accommodation including daily breakfast in a minimum 3 star hotel to be selected at the discretion of the Prize Provider;Return transfers from airport to hotel in London;Two (2) x standard tickets to Robbie Williams Christmas Party at The SSE Arena, Arena Square, Engineers Way, HA9 0AA Wembley, Brent, UK (Event);Cash payment via electronic funds transfer of \$200 towards transfers to and from the Event. <p>Total Prize Pool: Up to \$9,655 inc GST.</p>
11. Prize Restrictions	<p>a. The Prize is subject to any additional terms and conditions imposed by the Prize Provider.</p>

	<p>b. The Prize excludes car hire, tours, travel insurance, tips and gratuities, spending money, and transport from Winner's home to and from departure airport.</p> <p>c. The Winner must use the Prize on the dates specified by the Prize Provider.</p> <p>d. The Prize is not transferable or exchangeable for cash.</p> <p>e. The Winner is responsible for all additional travel requirements including, but not limited to, Visas, passports, vaccinations and travel insurance.</p> <p>f. The Winner's details will be provided to the Prize Provider for the purposes of Prize fulfillment.</p>
12. Notification of Winners	<p>a. The Winner's name will be announced on air between 3:00pm and 6:00pm on the Draw Date.</p> <p>b. The Winner will receive notification by email and letter using the contact details supplied at the time of entry.</p> <p>c. The Winner's name and suburb will also be published on www.2gb.com/competition/competition-winners/ and on https://www.4bc.com.au/competition/competition-winners/.</p>
13. Additional Terms	<p>a. By entering the Promotion, the Entrant accepts and agrees:</p> <ol style="list-style-type: none"> to these terms and conditions; to the Promoter's General Terms and Conditions of Entry; and to the Promoter's Privacy Policy. <p>available on the Promoter's website, and each of which may be amended from time to time by the Promoter (subject to the conditions of any permit).</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>f. 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.</p> <p>g. 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.</p> <p>h. 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.</p> <p>i. 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.</p> <p>j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.</p> <p>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.</p> <p>l. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.</p> <p>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 subject to approval from any relevant authority.</p> <p>n. Prizes 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.</p> <p>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> <p>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 draw a new winner in its absolute discretion on or before Expiry.</p> <p>q. 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> <p>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.</p> <p>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.</p> <p>t. The Promoter and its agencies and representatives associated with this Promotion, including any Prize Provider, will not be liable</p>

	<p>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).</p> <p>u. 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:</p> <ol style="list-style-type: none"> i. 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 ii. 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. <p>v. 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.</p> <p>w. 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 Station may proceed to another caller. In such event, the Station will not be required to award any Prize to the caller whose line dropped out or disconnected for any reason.</p> <p>x. If a prize involves travel, any responsibility for travel requirements, such as passports, vaccinations, travel insurance and any incidentals relating to travel are the responsibility of the Winner.</p> <p>y. You must not, in connection with this Promotion:</p> <ol style="list-style-type: none"> 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 Station 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. <p>z. If You or your entry are deemed by the Station to breach these Terms, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Station 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 Station 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). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.</p>
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