4BC Taking Care of Business Promotion Terms and Conditions

This is a judged competition with a game of chance component. 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	4BC Taking Care of Business Promotion
2. Promoter	Radio 4BC Brisbane Pty Limited
	(ABN 18 009 662 784)
	7 Southgate Ave, Cannon Hill QLD 4170
3. Promotional Period	Open Date: 4/010/21 AT 5:30AM AEST
	Close Date: 21/10/21 AT 3:00PM AEST
4. Entry Restrictions	a. Entrants must be: i. residents of QLD
	 b. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. c. Entrants must not be the employees (or their immediate family members) of: i. The Promoter and its related bodies corporate; or ii. The Prize Provider and its related bodies corporate.
5. Entry Procedure	 To be entered into Promotion, Entrants must complete the following steps during the Promotional Period: Visit 4BC.com.au and follow the prompts to the Promotion entry page ("Win" page); Input the requested details including contact details of the Entrant and their nominee, the nominated business' ABN or ACN and an answer in approximately 100 words to the Promotional Question, "Why would you like to help this business?". Submit the fully completed entry form. b. Entrants warrant that they have consent from their nominee to provide personal and business information in order to enter the
	promotion.
6. Selection process	 a. The Winners of the <u>Prize Part 1</u> will be determined as follows: i. The Entrants who submit the best valid Entries, as determined by the judges, based on literary and creative merit of the answer provided to the Promotional Question will each win the Prize. ii. Entries will be continually added to the pool of Entries with the judges picking the best answer during each program during the Winner Selection dates below. b. The judges may select additional reserve entries and record them in order in case an invalid entry or ineligible entrant is selected. c. All Prize Part 1 winners in the Promotion will go into a computer generated random draw to win the Prize Part 2.
7. Maximum Entries per person	Maximum of one entry per Entrant
8. Winner Selection	a. Winner Selection Part 1 prizes: i. Monday October 11, 2021 AEST to Friday October 22, 2021 AEST – one entrant will be selected during each of the 4BC Afternoons, and Drive programs (for a total of of 2 winners per day); ii. The nominee and nominated business will/may be called to go on air as a part of the winner announcement. b. Judging will start on 7/010/21 and will continue until 40 winners are selected, ending on 21/10/21. c. Winner Selection Part 2 prize: i. A random, computer generated draw of all Prize Part 1 winners will take place at 12 noon AEST on Friday October 22, 2021. d. Prize Draw location: Ground Floor, 33-35 Saunders St, Pyrmont NSW, 2009.
9. Prize(s)	Prize 1:
,,	a. Number of Part 1 Prizes: 20 b. Prize: \$500 cash deposited into the winning Entrant's nominee's bank account via direct deposit. Prize 2. 1 x \$10,000 radio advertising credit on 4BC, awarded to the nominated business. Total Prize Value of Promotion: \$20,000
10. Prize Restrictions	Prize restrictions:
	 a. The Entrant's nominee's details may be provided to a Prize Provider for the purposes of prize fulfilment. b. The Prize cannot be transferred or exchanged, and in the case of Prize 2, exchanged for cash c. Prize Part 2 is valid for 30 second, recorded radio commercials, on a Run of Station basis. Commercials are subject to availability and normal commercial restrictions and regulations. Commercials are not available to be booked from December 1 to 31, 2021. Commercials must be used before June 30, 2022. Any commercial value or part thereof not used by this date will be forfeit. Writing and Production of an advertisement costs a minimum of \$600 which must be used against the Advertising Prize value; If a specific voice talent is requested by the winner in the ad, additional production costs will be incurred and payable by the winner.

11. Notification and Publication of Winners

- . The Winner's names and their nominee's name's of the Part 1 prizes will be announced on air each Selection Date.
- b. The Winner's name and their nominee's name of the Part 2 Prize will be announced between 5.3am AEDT and 9am AEDT on Monday October 18, 2021.
- the Winners will receive notification by phone and email to the phone number and email address provided at the time of entry.

12. Additional Terms

- a. By entering the Promotion, the Entrant accepts and agrees:
 - . to these terms and conditions;
 - ii. to the Promoter's General Terms and Conditions of Entry; and
 - iii. to the Promoter's Privacy Policy,

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).

- 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 and their nominee to interact with the station on air, online and via social media in relation to the Promotion.
- d. The Promoter will not disclose personal information to any entity outside of Australia.
- e. 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.
- 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 names, characters, likenesses or voices of Entrants for any promotion or matter incidental to the Promotion. By agreeing to enter, all Entrants and nominees 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 via any medium. Entrants and nominees will not be compensated for this use.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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, 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.
- m. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- n. 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.
- o. Prize(s) will be awarded as specified in the Prize details. The Prize is subject to any Prize Restrictions specified above. All Prize values stated are in Australian dollars.
- p. If a Winner fails to collect their Prize within a reasonable period of time (or as otherwise specified in these terms), the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, select a new Winner or withdraw the Prize.
- q. 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.
- r. 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.
- 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).
- 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.
- 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 Promoter may proceed to another caller. In such event, the Promoter will not be required to award any Prize to the caller whose line dropped out or disconnected for any reason.
- v. You must not, in connection with this Promotion:
 - 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 Promoter 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.
- w. 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 Promoter 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 Promoter 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). If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion to determine the identity of the entrant. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

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