

4BC Bowser Buster 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	4BC Bowser Buster
2. Promoter	Nine Entertainment Co Pty Ltd, ABN 59 122 205 065, 1 Denison St, North Sydney, NSW, 2060.
3. Promotional Period	Open Date: 5.30 am AEST on Monday April 25, 2022 Close Date: 5:59 pm AEST on Friday May 6 2022
4. Entry Restrictions	a. Entrants must be: i. at least 18 years of age; ii. residents of New South Wales or Queensland b. Entrants must not be the employees (or their immediate family members) of the Promoter and its related bodies corporate, or associated companies.
5. Entry Procedure	a. To be entered into the Promotion, Entrants must, each weekday during the Promotional Period: i. Listen to the 4BC breakfast show between 5.30am – 9am AEST, the Morning Show between 9am and 12pm AEST - the Afternoon Show between 12pm and 3pm AEST and the Drive Show between 3pm and 6pm AEST, to hear a specific Bowser Buster "key song" for each show, for that day; ii. Listen for the Bowser Buster cue-to-call and nominated caller details that will be announced/played in each show, at some time following the "key song" announcement. iii. Then, call the nominated competition line. During Breakfast, Afternoons and Drive: call 131 882 - and during the Morning Show: 1300 722 873.
6. Selection process	a. The Winner of the Prize in each show on each week day will be the nominated caller that can name the Bowser Buster "key song" for that specific show for that specific day. b. If the nominated caller cannot correctly state the correct "key song" they are not a winner. The call will be terminated and then the presenter will continue to take callers until a winner is determined.
7. Maximum Entries per person	Entrants may call the competition line in an attempt to enter multiple times, however, an Entrant can only win the Prize once.
8. Winner Determination Time and Location	a. Date: 4 times each weekday between Monday 18 April 2022 and Friday 29 April 2022. b. Time: Between 5.30am and 6pm AEST. c. Location: 33-35 Saunders St, Pyrmont NSW, 2009 d. Unclaimed Prize Draw Date (if required): Thursday June 30, at the above location.
9. Prize Provider	Viva Energy Australia Pty Ltd (ABN 46 004 610 459) GPO Box 872, Melbourne VIC 3001, Australia
10. Prize(s)	Prize: \$200 Coles Express gift Card to be won 4 times each week day between Monday 18 April 2022 and Friday 29 April 2022. Number of individual prizes: 40. Total maximum value of the prizes is \$8000.
11. Prize Restrictions	a. Winners must provide a full, valid postal address to which the gift card prize can be express posted. b. Once the gift card has been dispatched to Australia Post, the promoter is not liable for any gift card prize lost, stolen or damaged. c. The gift card prize is valid until the expiry date specified on the card by the prize provider, and is subject to any terms and conditions imposed by the prize provider. Full Terms and Conditions here .
12. Notification of Winners	The Winner will receive notification by phone at the time of the contest - with confirmation via email.
13. Additional Terms	a. By entering the Promotion, the Entrant accepts and agrees: i. 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. 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. 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.
- 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.
- 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.
- 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.
- j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- 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.
- l. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- 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.
- n. 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.
- o. 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. The Promoter and its agencies and representatives associated with this Promotion 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).
- q. The Promoter accepts 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.
- r. Entrants 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 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.
- s. If any Entrant or their entry are deemed by the Promoter to breach these Terms, the entry (or at the Promoter's discretion, all of an Entrant's 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 an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of their entries (including documentation establishing 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.