

4BC Birthday Wheel 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 Birthday Wheel
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 July 11, 2022 Close Date: 9.00 am AEST on Friday June 30 2023 (excluding Public Holidays and and Laurel, Gary and Mark leave periods)
4. Entry Restrictions	a. Entrants must be: i. at least 18 years of age; ii. residents of 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/Contest Procedure	a. To be entered into the Promotion, Entrants must, each weekday during the Promotional Period: i. Listen to Radio 4BC during the Breakfast program between the hours of 5:30am and 9:00am Brisbane time ; ii. Each day, the program presenters will solicit Entrants for the Promotion by inviting listeners to call 133 882. iii. After hearing the Cue to Call, calling the correct phone number and being successfully connected to an operator, one (1) Entrant will then be put through to air and invited to take part in the Contest iv. The Presenters will then "spin" the 4BC Birthday Wheel, featuring the 12 calendar months of the year. v. The Presenters will then ask for the birth month of the Contestant. vi. Should the Contestant's birth month coincide with that "spun up" on the 4BC Birthday Wheel, the Entrant is awarded the major prize. vii. If the Entrant's birth month is different from that "spun up" on the 4BC Birthday Wheel, the Entrant is awarded a minor prize.
6. Maximum Entries per person	Entrants can attempt to enter by calling as many times as they wish, however they can only play once, during the promotional period.
7. Winner Determination Time and Location	a. Date: Once each weekday during the Promotional Period (excluding Public Holidays and Laurel, Gary and Mark leave periods) b. Time: Between 5.30am and 9.00am AEST. c. Location: 77 Southgate Ave Cannon Hill QLD 4170..
8. Prize Provider	Promoter.
9. Prize(s)	Winners and Major Winners will receive the following Prizes: 1. Minor Prize Winners will receive a consolation prize (various) valued at a minimum of \$50 per prize; 2. A Major Prize Winner will receive one \$1,000 cash payment, Total prize pool: up to the value of \$48,000.
10. Prize Restrictions	a. Major Prize Winners must provide valid bank account details into which the cash prize will be direct deposited. Please note, payments can take up to 6 weeks to be processed. b. Major Prize Winners must provide proof of their date of birth (Driver's Licence, Birth certificate or other official ID) c. Minor prize winners must provide a postal address or email (depending on the prize) to which the prize can be sent.
11. Notification of Winners	The Winners of Major and Minor prizes will be notified at the completion of their particular Contest and their names will be announced on air on the relevant Contest Date. Each Major Winner's name and suburb may be published on the 4BC website. (www.4bc.com.au)
12. 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.