

4BC Pass the Bucks 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	4BC Pass the Bucks Promotion
2. Promoter	Nine Entertainment Co Pty Ltd, ABN 59 122 205 065, 1 Denison St, North Sydney, NSW, 2060.
3. Promotional Period	Open Date: 15:01 pm AEST on Friday February 3 2023 Close Date: 17:59 pm AEST on Friday 24 February 2023
4. Entry Restrictions	a. Entrants must be: i. at least 18 years of age; ii. residents of Queensland or New South Wales 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 enter this Promotion, Entrants must, complete the following steps during the Promotional Period: <u>Breakfast and Drive Program component.</u> i. On each weekday starting Friday 3 February 2023 until Thursday February 23 2023, listen to the 4BC Drive program between 3pm – 6pm AEST, where a codeword will be revealed on-air. The Drive program's host will then direct Entrants to the following weekday's Breakfast program to listen out for a "cue to call"; ii. Listen to the 4BC weekday Breakfast program between 6am – 9am AEST and once the host announces the cue to call, call 133 882 and provide the codeword revealed in the Drive program the previous weekday; iii. After a winner has been announced, continue listening to the Breakfast program between 6am – 9am AEST, where another codeword will be revealed and Entrants will be directed to that afternoon's Drive program to listen out for a "cue to call"; iv. Listen to the weekday Drive program between 3pm – 6pm AEST and once the Drive program's host announces the cue to call, call 133 882 and provide the codeword revealed in the Breakfast program earlier on that weekday; v. After a winner has been announced, continue listening to the weekday Drive program between 3pm – 6pm AEST to hear the next codeword. This process will continue throughout the Promotional Period, with a codeword being revealed in one show and a direction to listen to the next participating show for a cue to call, at which point Entrants must provide the correct codeword. <u>Morning and Afternoons Program component.</u> vi. On each weekday starting Monday 6 February 2023 until Friday February 24 2023, listen to the Morning program between 9am – 11am AEST, where a codeword will be revealed on-air. The Morning program's host will then direct Entrants to the following weekday's <u>Afternoon Show</u> to listen out for a "cue to call"; vii. Listen to the 4BC Afternoon Show between 12pm – 3pm AEST and once the host announces the cue to call, call 133 882 and provide the codeword revealed in the Morning program earlier that day; viii. After a winner has been announced, continue listening to the Afternoon Show between 12pm – 3pm AEST, where another codeword will be revealed and Entrants will be directed to the next weekday's Morning program to listen out for a "cue to call"; ix. Listen to the Morning program between 9am – 11am AEST and once the Morning program's host announces the cue to call, call 1300 722 873 and provide the codeword revealed in the Afternoon Show show the previous day; x. After a winner has been announced, continue listening to the Morning program between 9am – 11am AEST to hear the next codeword. This process will continue throughout the Promotional Period, with a codeword being revealed in one show and a direction to listen to the next participating show for a cue to call, at which point Entrants must provide the correct codeword.
6. Selection process	a. The Winners of the Prizes on each weekday will be the "nominated caller" Entrants that successfully call and provide the correct codeword. If the first Entrant fails to provide the correct codeword, the Entrant will not win the prize and the host of the show will continue taking calls until an Entrant provides the correct codeword.
7. Maximum Entries per person	Multiple entries permitted, but an Entrant can only win a prize once.
8. Prize Provider	Promoter (Nine Entertainment Co)
9. Prize(s)	Prize: \$1,000 to be won Four times each weekday between Monday February 6 2023 and Friday February 24 2023. Total prize pool is \$60,000.
10. Prize Restrictions	N/A
11. Notification of Winners	The Winner will receive notification by phone to the phone number provided at the time of entry.
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. 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.
- h. 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.
- j. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- k. 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.
- l. 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.
- m. 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.
- n. 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).
- o. 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.
- p. 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.
- q. 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.