



6PR Breakfast – Rumour File
Radio Competition Terms & Conditions
Schedule

Promotion	6PR Breakfast – Rumour File
Promoter	Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060 The Promoter is running the Promotion on behalf of 6PR.
Promotion Sponsor	The Trustee for The Skippers Unit Trust t/a John Hughes Group ABN: 84 716 233 846, 2 Teddington Road, Victoria Park WA 6100
Promotional Period	Start Date: 13/01/25 at 05:00AM AWST End Date: 10/12/25 at 9:00 AM AWST
Eligible entrants	Permanent residents of Western Australia aged 18 years or over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions 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.
Entry Method	To enter, Entrants must complete the following steps during the Promotional Period: 1. Email Entry: send an email to rumourfile@6pr.com.au with the subject line "Rumour File", outlining the rumour in the body of the email and include the Entrant's phone number. The Entrant may be called by 6PR regarding the rumour submitted; OR 2. Phone Entry: phone 6PR's talkback line on 133 882 (cost of local call) between the hours of 5:00am and 9:00am Perth time Monday – Friday and be put through to air as a contributor to 6PR's Breakfast Program weekday 'Rumour File' segment and provide the rumour over the phone. 3. Text Entry: text 6PR on 0487 999 882 (cost of a standard text message) between the hours of 5:00am and 9:00am Perth time Monday – Friday, outlining the rumour in the body of the text message. The Entrant may be called by 6PR regarding the rumour submitted
Entry Restrictions	Re-entry restrictions for previous winners: Unless otherwise determined by the Promoter in its absolute discretion, a winning Entrant must wait for the specified period before being eligible to win future Prizes of any category under a competition run by the Promoter: <ul style="list-style-type: none"> • previous winner of a prize valued less than \$200: no waiting period • previous winner of a prize valued between \$201 and \$5000: three (3) months; and • previous winner of a prize valued above \$5000: six (6) months. For example, this means that if You win a prize valued at \$5000 or less, you must wait 3 months before you will be eligible to enter any other competition run by the Promoter. The Promoter may request proof of identity from You if it reasonably believes that You are a previous winner of a prize and the abovementioned exclusion periods have not elapsed. The Promoter will request proof of identity for any winner of a prize valued above \$5000.

<p>Maximum Entries</p>	<p>Entrants may submit more than one Entry throughout the Promotional Period. However, an Entrant is eligible to win a maximum of one (1) Minor Prize and is eligible for a maximum of one (1) entry into the Major Prize Draw.</p>
<p>Winner Determination</p> <p>Minor and Major Prizes</p>	<p>Judging will take place by 6PR at Level 1, 169 Hay Street East Perth WA 6004 on the below dates/times</p> <p>Minor Prize Winner Selection</p> <ul style="list-style-type: none"> • Each day of the Promotional Period (Monday to Friday), the Promoter will select the Entry of the week that best reflects the theme of the competition and the potential for on air interest (Judging Criteria); • The Entrant who submitted the Entry selected will be the winner of the Minor Prize for that day (Minor Prize Winner). • All Minor Prize Winners will be announced on air on 6PR between 5:00am and 9:00am Perth time. <p>Entry of the Week Selection</p> <ul style="list-style-type: none"> • Each Friday of the Promotional Period, the Promoter will select the Minor Prize Winner that best reflects the theme of the Judging Criteria; • The Entrant who submitted the Entry selected will be deemed entry of the week for that week (Entry of the Week) and entered into the major prize draw <p>The Promoter reserves the right to select additional reserve entries that it determines to be the next best, and record them in order of merit, in case of an invalid entry or ineligible Entrant.</p> <p>Major Prize Draw</p> <p>Major Prize Draw Process:</p> <ul style="list-style-type: none"> • The Major Prize Draw will take place at the Major Prize Draw Location on the Major Prize Draw Time and Date; • • The names of all Eligible Entrants will be printed onto paper and put into a barrel; • The Promoter, or a person nominated by the Promoter, will then select and discard one name at a time at random from the barrel until only one name remains; • The last name drawn from the barrel will be deemed the winner (Major Prize Winner) announced live on air during the Breakfast show at a live broadcast from the Prize Draw Location; • All Eligible Entrants must be present, in person at the Prize Draw Location on the Prize Draw Date at the Prize Draw Time to claim the Prize. If Entrants are unable to be present, they may nominate a proxy. The Promoter must be notified of a proxy no less than one (1) week out from the major draw date. Entrants and proxies must present their driver's license or valid photo identification to confirm their eligibility to win; • From the time that the name on the drawn Entry is announced live on air, there will be a four (4) minute waiting period for the named Entrant or their proxy to present themselves in person to the Promoter at the Prize Draw Location to claim the Major Prize; and • If the named Entrant or their proxy does not present themselves in person to claim the Major Prize within the four (4) minute period, they forfeit any rights to the Prize and the Promoter may, in its absolute discretion, conduct the Re-draw Process. • <p>Redraw Process: The Promoter will execute a re-draw of another Entry from the barrel by placing all discarded names back into the barrel and drawing a single name at random. The Promoter will wait four (4) minutes for the named Entrant or proxy to present themselves. This process will continue until a Major Prize</p>

	<p>Winner is found. The first valid Entry drawn in the Redraw Process to claim the Major Prize will be determined the Major Prize Winner</p> <p>The Promoter reserves the right to draw additional reserve entries, and record them in the order drawn, in the event that an invalid entry is drawn or an Entrant drawn is ineligible.</p> <p>a. Major Prize Draw Time & Location</p> <p>i. Major Prize Draw Date: December 10th 2025.</p> <p>ii. Time: (approx.) between 5:00am and 10:00am</p> <p>iii. Location John Hughes, 1/9 Shepperton Road, Victoria Park WA 6100</p> <p>b. Minor Prize Selection Time & Location</p> <p>i. Minor Prize Draw Date: Each day of the Promotional Period.</p> <p>ii. Time: (approx.) between 5:00am and 10:00am Perth time</p> <p>iii. Location: Promoter's studios at Level 1, 169 Hay Street, East Perth, WA 6004</p>
<p>Winner Notification and Winner Publication</p>	<p>In the case of an instant win on air or at an outside broadcast, the winner may be notified via the contact details provided upon entry live on air.</p> <p>a. In addition to the Prize Draw Process outlined above, the Winner's name will be announced on 6PR on the Major Prize Draw Date.</p> <p>b. The Major Prize Winner's name and suburb will be published on www.6PR.com.au and the 6PR Facebook Page within five (5) days of the Major Prize Draw Date, for a minimum of 28 days.</p> <p>If the Prize involves a cash component, You must provide your bank account details, street address and email address at the request of the Promoter in order to receive the prize via bank transfer. You will forfeit the Prize if you do not comply with these requests within a reasonable time period being 5 business days.</p>
<p>Prize/s</p>	<p>1. Minor Prize – 230 x \$100 possible minor prize winners Total Minor Prize Value (combined): AUD \$23,000</p> <p>2. Major Prize MG ZS Hybrid Essence Valued at up to AUD \$37,000 drive away with 10 year new car warranty Panoramic sunroof Forward Collision Mitigation 360 degree camera Leather seats</p> <p>Prize Valued up to: AUD\$37,000</p> <p>Minor Prize Restrictions</p> <ul style="list-style-type: none"> • The Minor Prize will be direct debited into the Minor Prize Winner's nominated bank account, this may take up to 6 weeks. • The Minor Prize Winner must provide their bank account details to the Promoter when contacted by the Promoter in accordance with the Selection and Notification Process above. <p>Major Prize Restrictions</p> <ul style="list-style-type: none"> • The colour of the vehicle awarded is at the discretion of the John Hughes Group.

	<ul style="list-style-type: none"> • The Major Prize Winner must collect the Major Prize from the John Hughes Group and cannot nominate a proxy to attend on their behalf. • Additional insurance, optional extras, accessories, petrol and all other ancillary or related costs are excluded and are the responsibility of the Major Prize Winner. • If the Major Prize Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the Major Prize Winner may assign the car to another person in writing (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Major Prize Winner and any assignee. • The Major Prize Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. • It is a condition of accepting the prize that the Major Prize Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion. • If required by the Prize Provider, the Winners must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Western Australia. • The Prize is subject to any additional terms and conditions imposed by the Prize Provider. • The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment. • The Prize cannot be transferred or exchanged for cash. • The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded.
Unclaimed Prize Date	3 months from the date of the winners being determined or the draw of the prize (as the case may be).
Unclaimed Prize Winner Notification and Unclaimed Prize Winner Publication	N/A
Special Conditions	<p>All Eligible Entrants must be present, in person at the Prize Draw Location on the Prize Draw Date at the Prize Draw Time to claim the Prize. If Entrants are unable to be present, they may nominate a proxy. The Promoter must be notified of a proxy no less than one (1) week out from the major draw date. Entrants and proxies must present their driver's license or valid photo identification to confirm their eligibility to win;</p> <ul style="list-style-type: none"> a) The Prize is subject to any additional terms and conditions imposed by the Prize Provider. b) The Winner's details may be provided to the Prize Provider for the purposes of prize fulfilment. c) The Prize cannot be transferred or exchanged for cash. d) The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded. e) The Prize cannot be transferred without written permission from the Prize Provider. f) The Prize is subject to any additional terms and conditions imposed by the Prize Provider. g) The Prize is subject to availability. If the above model is unavailable, the Prize Provider reserves the right to substitute the Prize with another vehicle to the equal value and/or specifications. h) The Winner's details may be provided to the Prize Provider for the purposes of prize fulfilment.

- i) The Prize cannot be transferred or exchanged for cash
- j) All optional extras and accessories, comprehensive insurance, fuel and all other ancillary or related costs are excluded and are the responsibility of the Winners
- k) The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded.
- l) The Prize cannot be transferred without written permission from the Prize Provider.
- m) If required by the Prize Provider, the Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Victoria.
- n) The colour of the vehicle awarded is at the discretion of the Prize Provider.
- o) The Winner must collect the Prize from **John Hughes MG, 1/9 Shepperton Road, Victoria Park WA 6100** and cannot nominate a proxy to attend on their behalf
- p) If the Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the Prize Winner may assign the car to another person in writing (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and any assignee.
- q) The Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

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 for Competitions; 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 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 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 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.
- l) 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. 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) 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.
- q) 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 select a new winner in its absolute discretion on or before Expiry.
- r) If a Winner fails to claim their Prize within 2 weeks (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 for the Prize.
- s) 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.
- t) 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

	<p>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> <ul style="list-style-type: none">u) 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).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.w) You must not, in connection with this Promotion:<ul 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 Promoter or any of its related entities or of the agencies or companies associated with a competition;v. breach any law; orvi. behave in a way that is otherwise inappropriate.x) 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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Terms and Conditions

Entry into the Promotion

- 1 The Radio Entry Terms above and all other entry instructions and prize information published and/or broadcast by the Promoter form part of these Terms and Conditions. Each Entrant agrees and acknowledges that they have read these Terms and Conditions and that entry into the Promotion constitutes acceptance of these Terms and Conditions. All capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, unless stated or as the context otherwise provides.
- 2 Entry is not open to:
 - a) directors, management, employees, officers and contractors of:
 - i. the Promoter,
 - ii. the promotion sponsor,
 - iii. the prize supplier/s,
 - iv. any related bodies corporate of the Promoter, the promotion sponsor and the prize supplier/s, and
 - v. the agencies and companies associated with the Promoter or the Promotion; and
 - b) a spouse, de facto spouse, partner, guardian, parent, child or sibling (whether natural or by marriage or adoption) of any person set out in clause 2(a).
- 3 Entrants under the age of 18 must have permission from a parent or legal guardian to enter the Promotion.
- 4 Entries must be received by the Promoter during the Promotional Period. All entries are deemed to be received at the time of receipt by the Promoter or its agencies, not the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 5 Entrants may submit entries up to the Maximum Entries. If multiple entries are permitted, each entry must be submitted separately and each answer to the promotional question (if applicable) must be unique.
- 6 Any and all entries that are made using any automated entry means, computer entry service or any other mechanical or electronic means that allows an individual to automatically enter repeatedly are invalid and will be rejected by the Promoter.
- 7 Entry into the Promotion via social media, promotional website or email is free. However, any costs associated with accessing the relevant social media platform, promotional website or email service are the responsibility of each Entrant and dependent on the internet service provider used.
- 8 1-90 entry cost per call is \$0.55 including GST. Calls from mobiles may attract a higher rate. 1-90 service provider is Mercury Mobility Pty Ltd (Mercury Helpline: 1300 914 815).
- 9 SMS entry cost per message is \$0.55 including GST. Premium SMS Service Provider is Mercury Mobility Pty Ltd (Mercury Helpline: 1300 914 815). By entering the Promotion via SMS, Entrants consent to the Promoter using their personal details for the purposes of sending one (1) mobile terminated (MT) reply message which includes a confirmation of their entry in the Promotion.
- 10 All entries to the Promotion may be subject to verification by the Promoter. Entrants must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity. If a Winner cannot provide suitable proof of eligibility to the Promoter's satisfaction, they forfeit their Prize in whole and no substitute or compensation will be offered.
- 11 The Promoter may declare any or all entries made by an Entrant to be invalid if the Entrant:
 - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions; or
 - e) has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
- 12 You acknowledge that there may be a delay in transmission depending on how You are listening to the Radio stream. This means that you may not be listening to the live transmission and it may affect your ability to fulfil the required Entry Method for a particular Promotion.

Entry material

- 13 Entries must be submitted in accordance with the Entry Method and must not be: incomplete; incomprehensible; unlawful or capable of violating any law or giving rise to a civil action; obscene; defamatory or libellous; threatening or harassing; pornographic or contain nudity; hateful; offensive; incite or be capable of encouraging conduct that would be considered a criminal offence; and in violation of the terms and conditions of the relevant social media platform used to enter the Promotion.
- 14 Entrants warrant that their entry is their own original work, it is not copied in any manner from any other work, and it does not infringe the copyright, moral rights, trade mark rights or any other rights of any third party.
- 15 All entries immediately become and remain the property of the Promoter. The Promoter reserves the right to use, reproduce, distribute and display the entry material (and authorise others to do the same) for the purposes of conducting and promoting the Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
- 16 By entering the Promotion, Entrants consent to any use of their entry by the Promoter which may otherwise infringe an Entrant's moral rights in the entry material, including (without limitation), exercising any of the rights in the entry material without identifying the Entrant, and using the entry material in any way that the Promoter sees reasonably sees fit.
- 17 Each Entrant warrants that:
- a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions; and
 - b) they have express consent from each person appearing in the entry material (or if a person appearing in the entry material is under the age of 18 from that person's parent or legal guardian) and the owner of any private property (including any items, objects or real property) appearing in the entry material.

Winners

- 18 The Winner/s will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner/s will receive the Prize/s.
- 19 The Winner/s will be notified in accordance with the Winner Notification and the Winner/s name (first initial and surname) and State/Territory of residence will be published in accordance with the Winner Publication.
- 20 All reasonable attempts will be made to contact the Winner/s. Subject, where relevant, to any direction given under the relevant State/Territory permit regulations, if a Prize is:
- a) not claimed by the Winner by the Unclaimed Prize Date; or
 - b) forfeited for any reason,
- that Prize will be awarded to the next best entry or the next valid entry drawn (as the case may be). The winner of the Unclaimed Prize will be notified in accordance with the Unclaimed Prize Winner Notification and the Unclaimed Prize Winner's name (first initial and surname) and State/Territory of residence will be published in accordance with the Unclaimed Prize Winner Publication.

General prize terms

- 21 All Prize values are correct and based on the recommended retail value at the start of the Promotional Period of the Promotion.
- 22 If a Prize or any part of a Prize is unavailable for any reason, the Promoter will substitute the Prize with another item of no lesser retail value, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion.
- 23 Unless expressly stated as being included in the Prize/s, all other costs and expenses associated with taking the Prize/s become the responsibility of Winner/s and their guest/s, including but not limited to:
- a) taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize);
 - b) costs associated with inoculations, passports and/or visa applications;
 - c) transfers;
 - d) travel insurance;
 - e) spending money;
 - f) meals;
 - g) transport to/from an airport departure or return point;
 - h) any extra sightseeing or activities; and

- i) all other incidental and ancillary costs incurred by Winner/s and/or their guest/s as a direct or indirect result of taking the Prize.
- 24 Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
- 25 Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a Winner to transfer their Prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.
- 26 All aspects of a Prize must be taken together as a package. Prizes including attendance to an event must be taken to coincide with that event. If for any reason a Winner does not (or is unable to) take their Prize or an element of their Prize at the time stipulated by the Promoter, they forfeit their Prize or that element of their Prize and no compensation or substitute will be offered.
- 27 The Promoter reserves the right to refuse to allow an Entrant/Winner and/or their guest/s to take part or continue to take part in any aspects of the Promotion or Prize/s, for any inappropriate behaviour (including intoxication), if the relevant person does not or is not able to comply with any requirements normally associated with the particular activity or if the Promoter determines, based on the advice of an appropriate and relevant medical professional, that the relevant person is not sufficiently healthy or fit so as to safely participate in the Promotion or Prize/s.
- 28 Prizes may not, without the prior written consent of the prize supplier/s and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the prize supplier/s may, at their absolute discretion, withdraw the Prize. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the Winner and any person who has purchased or otherwise bears that ticket will be refused entry.
- 29 If the Winner/s and/or their guest/s are under the age of 18, they must be accompanied on their Prize by a parent or legal guardian.
- 30 Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize/s or acceptance of the Prize/s.
- 31 Prizes cannot be used in conjunction with any other discounts or special offers.
- 32 Each Prize will be awarded to the person named in the winning entry (as judged or drawn – as the case may be – in accordance with the Winner Determination). If a Winner is under the age of 18, the Promoter may, at its discretion, award their Prize to the Winner's parent or legal guardian. It is the responsibility of the Winner's parent/legal guardian to prove their parental status/legal guardianship at the time of the Winner Notification.
- 33 The Promoter may invalidate any prize claim where the Winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.
- 34 It is a condition of accepting the Prize/s that the Winner/s and their guest/s must sign a participant or winner legal release or releases in a form determined by the Promoter, prize supplier/s and/or the promotion sponsor in their reasonable discretion.

Holiday prize terms

- 35 Where a Prize includes international or domestic travel, the Winner and their guest/s must ensure that they have valid documentation for travel, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Where a Prize includes travel to the United States of America (USA), the Winner and their guest/s must apply for an Electronic System for Travel Authorisation permit (ESTA) at least seventy-two (72) hours prior to their departure from Australia or as otherwise required by the USA. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their guest/s. If the Winner or their guest/s are refused entry to the USA for any reason or prior to their departure from Australia are not granted an ESTA, they forfeit the Prize and no compensation or substitute will be offered.
- 36 Winner/s and their guest/s are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.
- 37 Airline tickets are available on the regular scheduled services of each airline and are subject to seasonal embargoes. Flight itinerary may have to be adjusted depending on the airlines' departure city and their current flight schedule.
- 38 Frequent Flyer points are not available for any of the flights included in the Prize/s.
- 39 Airline tickets included in the Prize/s cannot be used as part-payment of another airfare.
- 40 Winner/s and their guest/s must travel at the same time, including flights and accommodation.

Winner/s and their guest/s must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the Winner's place of residence. Winner/s and their guest/s are responsible for transport to and from their residence to the Winner's nearest capital city airport.

- 41 A credit card imprint or cash deposit may be required from Winner/s and/or their guest/s at check-in to a hotel, for all incidental charges.
- 42 The Promoter and the prize supplier/s make no representation as to the safety conditions or any other conditions that may exist at any destination.

Miscellaneous prize terms

- 43 Voucher prizes are only valid for the period as advised by the Promoter or prize supplier/s and can only be redeemed in accordance with the prize supplier's terms and conditions.
- 44 The Winner of a Prize including a vehicle must be able to register the vehicle in their own name. If the Winner is, through any legal incapacity or otherwise, unable to register the vehicle in their own name, then the Winner may assign the vehicle to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Winner and the assignee.
- 45 The Promoter warrants that the purchase of alcohol will not be used as an inducement to enter the Promotion or to encourage: rapid or irresponsible consumption of alcohol; intoxication; the consumption of alcohol by minors; anti-social behaviour; or the consumption of alcohol in restricted alcohol or alcohol-free zones. Tickets or rights for alcohol prizes will not be distributed by or to any person under 18, nor can a person under 18 dispense or collect an alcohol prize. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol.
- 46 The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at <https://www.nhmrc.gov.au/health-advice/alcohol>.
- 47 The size and style of any clothing/accessories included in the Prize will be determined at the sole discretion of the Promoter.

Publicity

- 48 By accepting a Prize, Winner/s and their guest/s agree that:
- a) if requested by the Promoter, the Winner/s and their guest/s will:
 - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
 - ii. participate in any reasonable promotional activity in connection with the Promotion or the Prize during the Promotional Period and for a reasonable period following the Promotional Period, including speaking live on-air. The Promoter will pay for the reasonable expenses of the Winner/s and their guest/s participation pursuant to this clause;
 - b) the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s and their guest/s or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials during the Promotional Period and a reasonable period following the Promotional Period in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to other parties which we engage for the purposes of the Promotion which may reasonably require the Materials for purposes related to the Promotion to do the same; and
 - e) the Winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

Use of social media

- 49 The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
- a) each Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
 - b) each Entrant releases each Platform Operator and its associated companies from all

- liabilities arising in respect of the Promotion;
- c) to the extent relevant to the Promotion, the Promoter agrees and each Entrant must agree to adhere to the prevailing terms and conditions of each Platform Operator;
 - d) Entrants understand that they are providing their information to the Promoter and not to the Platform Operator;
 - e) Entrants are solely responsible and liable for any content or information they transmit to other users of the Platform Operator; and
 - f) any questions, comments or complaints about the Promotion must be directed to the Promoter not the Platform Operator.

Limitation of liability

- 50 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.
- 51 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:
- a) any technical difficulties or equipment malfunction;
 - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
 - c) any delays or failures in any telecommunications services or equipment;
 - d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
 - e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - f) any variation in Prize value to that stated in these Terms and Conditions;
 - g) any tax liability incurred by a Winner or Entrant;
 - h) if a Prize or any part of a Prize is unavailable for any reason;
 - i) if a Prize is not delivered or delivery is delayed; or
 - j) use of the Prize/s.
- 52 Notwithstanding clauses 50 and 51, you may have rights which result from our negligence, wilful acts or omissions or material breach of these Terms and Conditions

General

- 53 Prize/s and participation in this Promotion may be subject to additional terms and conditions imposed by third parties of which the Entrants and Winner will be made aware, and Entrants and Winners must comply with any such additional terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of a Prize or participation in the Promotion.
- 54 If for any reason any aspect of this Promotion is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject, where relevant, to any direction given under the relevant State/Territory permit regulations.
- 55 Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may

be a violation of criminal and civil laws. The Promoter and the prize supplier/s reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.

56 These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.

57 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

58 These Terms and Conditions and the Schedule constitute the entire terms and conditions between each Entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule, subject, where relevant, to the approval of the authorities that have issued permits or authorities for the conduct of the Promotion but they do not exclude the Entrant's rights that it would otherwise have under the *Consumer and Competition Act 2010 (Cth)* (Australian Consumer Law).

59 The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required by the authorities that have issued permits or authorities for the conduct of the Promotion or to otherwise comply with any other law. The Promoter will make reasonable attempts to notify each Entrant of any changes to the Terms and Conditions and the Schedule made pursuant to this clause.

Privacy

60 The Promoter is bound by the Australian Privacy Principles in the *Privacy Act 1998*. The Promoter will collect Entrants' personal information in connection with this Promotion and will use and handle the personal information in accordance with these Terms and Conditions and:

- a) the Promoter's Privacy Policy at <https://nine.com.au/privacy>; or
- b) if the Promotion is associated with Pedestrian.TV, the Pedestrian Group Privacy Policy at <https://www.pedestrian.tv/privacy-policy/>.

The Promoter's Privacy Policy and Pedestrian Group Privacy Policy contain information regarding:

- c) how Entrants may access or correct any of their personal information collected by the Promoter; and
- d) how Entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (**APP**) or APP code, and how the Promoter will action such complaint.

61 If there is a promotion sponsor, the promotion sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the promotion sponsor.