

TERMS AND CONDITIONS

Bundaberg's Friendliest Suburb

By entering into the competition "Bundaberg's Friendliest Suburb", you (the **Entrant**) acknowledge, accept and agree to the following terms and conditions, as amended from time to time and displayed on the Promoter's webpage.

1. Competition "Bundaberg's Friendliest Suburb"

2. Promoter Hitz 93.9 Bundaberg and 4BU Bundaberg

Registered business name of

Bundaberg Broadcasters
19 006 662 346
38 Crofton St, Bundaberg, QLD 4670

3. When to enter **Start:** 12th July, 2021
Finish: 18th August, 2021

(Promotional Period)

4. Who can enter Entry is open to anyone over the age of 18 years old who resides within the Bundaberg area.

Entrants must not be the employees or the immediate family members (spouse; de facto spouse; or natural, adopted or step, parent, child, or sibling) of the employees of the Promoter, the Prize provider(s), of any of the suppliers or agencies associated with this competition, or of any of the related bodies corporate (as that term is defined in s50 of the *Corporations Act 2001 (Cth)*) of the Promoter, the Prize provider(s), or of those suppliers or agencies.

(Eligible Entrants)

5. How to enter There is only one way to enter this competition, with a single person, per selected suburb, drawn randomly from the online registrations at the conclusion of this Promotional Period. Each successfully drawn person wins a \$100 voucher and is allocated an entry to win the \$2,000 prize travel voucher.

- To enter, residents within the Bundaberg region will be required to place their registration details onto the competition webpage, and vote for their chosen suburb from the options provided at either Hitz939 or 4BU. They are also required to accept the terms and conditions for any prize to be awarded.

(Eligible Entries)

6. Number of entries

- There is a maximum allowable entry "suburb vote" of one (1) vote per day.

- 7. Prize description** A major travel prize totalling \$2000, with each individually drawn suburb winner securing a separate \$100 voucher each.
- Prize contents or description may change at the discretion of Grant Broadcasters. (the **Prize**)
- 8. Prize valuation** \$2,000 Travel Voucher, and separate \$100 prize vouchers for each suburb winner drawn.
- 9. Prize restrictions** *General*
- No part of the Prize can be exchanged or redeemed for cash or any other prize.
 - The Prize cannot be transferred to another person.
 - The Prize is subject to the standard terms and conditions of the Prize provider(s).
 - The Prize only includes the items listed. All additional costs are the sole responsibility of the winner.
- 10. Prize Draw**
- On Friday the 20th of August, Matty and Trace on Hitz93.9, along with Trevor Leutton on 4BU will conduct the on-air announcement of 'Bundaberg's Friendliest Suburb Winner', with each drawn suburb winner winning a prize voucher worth \$100, plus their position in the Major Draw for the \$2,000 travel prize.

If a customer's name is drawn again, after the same name has been drawn once before, a redraw will occur to find an alternative suburb winner. Successfully drawn suburb winners are allowed to have a proxy stand in on their behalf for the prize draw mechanic on Sat 21st August 2021.

All winning suburb voters from the entire promotional period, or their nominated proxy, must be present at the winning suburb location, as highlighted at time of prize announcement, by no later than 9:00am on Saturday the 21st of August 2021. Each successfully drawn suburb winner, or their nominated proxy, to present themselves to the prize draw event registration table with formal photo identification by 9.00am.

Bundaberg Broadcasters has the right to disqualify contestants on safety grounds or unfair conduct at any time. In all matters, all decisions of Bundaberg Broadcasters staff (including how the major prize is given away and to whom) will be final and cannot be contested. No correspondence or discussions will be entertained, and any defamatory comments found on social media relating to Hitz93.9, 4BU, the Bundaberg's Friendliest Suburb, or promotional partners, will be reported to appropriate authorities.

- 11. Notification of winner** The eventual winner of the main prize will be instantly notified on the day of the competition by Hitz 93.9 and/or 4BU (winner or proxy will need to be present to win).

12. Forfeit and Redraw All entrants (or proxy) selected from the entire promotional period must be present at winning suburb location, on Saturday the 21st of August, 2021. The “Bundaberg’s Friendliest Suburb” competition will take place from 9.00am until such time as the major prize has been won and awarded, prior to 12.00pm the same day. Hitz 93.9 and 4BU has the right to disqualify contestants on safety grounds or unfair conduct at any time. In all matters, all decisions of Hitz 93.9’s and 4BU staff will be final and cannot be contested. No correspondence or discussions will be entertained.

13. Issuing the Prize Upon winning the competition, the winner will be provided with formal documentation highlighting their successfully won prize, and the method of collection of each individual prize item.

14. Publicity By entering this competition you agree to the following:

- Hitz 93.9 or 4BU to broadcast your name on air and publish your photo on the station’s websites and/or social media accounts, and potential use on promotional billboard within the Bundaberg region
- Hitz 93.9 or 4BU to share your details with our partners associated with this competition

As part of the Prize the Promoter may require the winner to participate in radio interview(s).

15. Privacy By entering this Competition all Entrants accept the Promoters’ Privacy Policy as amended from time to time and available on the participating radio station websites.

All Entrants’ details are automatically entered on the Promoter’s promotions database and that of any associated sponsors of the promotion. The Promoter also maintains a record of the winner’s details.

By entering into this Competition, each Entrant consents to his or her personal information (as that term is defined in the *Privacy Act 1988 (Cth)*) being used for:

- the purpose of distribution of the Prize by the Promoter, the Prize provider(s) and third parties;
- publicity purposes by the Promoter for the purpose of the Competition, including broadcast on radio and publication online and on social media of the Entrant’s first and last name, the Entrant’s suburb and state of residence, and the Entrant’s likeness, voice and character if that Entrant is the winner;
- direct marketing by the Prize provider(s) for goods and services (Entrants can elect to opt out at any time by selecting ‘unsubscribe’ when they receive direct marketing material); and
- Direct marketing by the Promoter for future competitions and other goods and services (Entrants can elect to opt out at any time by selecting ‘unsubscribe’ when they receive direct marketing material).

16. General Terms and Conditions

- a) The Promoter and its representatives may conduct security and identification verification checks in their absolute discretion to confirm whether an Entrant is eligible to enter the Competition and whether any winner drawn is eligible to win the Prize.

- b) The Promoter reserves the right to disqualify entries if those entries do not comply with these Terms and Conditions.
- c) The Promoter reserves the right to disqualify entries where the Entrant has tampered with the entry process or tampered with the operation of the Competition or any website of the Promoter or engaged in any improper conduct calculated to affect the fairness of the Competition. The Promoter further reserves its rights to recover costs from any Entrant who engages in this conduct.
- d) All decisions by the Promoter are final and at the discretion of the Promoter. The Promoter will not enter into discussion or correspondence about any decisions affecting this Competition.
- e) The Promoter is not responsible for:
 - i) lost, late or misdirected entries; or
 - ii) any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing any Entrant from successfully entering the Competition.
- f) The value of the Prize is accurate and based upon the recommended retail value of the Prize (inclusive of GST) as at the start date of the Promotional Period. The Promoter does not accept responsibility for any variation in the value of the Prize after that date.
- g) If the Prize or a portion of the Prize is unavailable for any reason the Promoter reserves the right to substitute the Prize (or that portion of the Prize) for a prize of equal or greater value and/or specification, subject to the written directions of any regulatory authority.
- h) Despite any other term or condition of these Terms and Conditions, the Promoter reserves the right to withdraw the Competition at any time and for any reason whatsoever, subject to any regulatory requirements.
- i) Each Entrant, the winner and the winner's travelling companion release from, and indemnify the Promoter, the Prize provider(s) and their related bodies corporate against, all loss, (including but not limited to indirect or consequential loss), damage, expense and personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) arising from the participation in the Competition or acceptance of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- j) A winner and the winner's travelling companion have 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 or the Prize provider(s) will be rendered with due care and skill and that any goods will be of acceptable quality. These Terms and Conditions 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.
- k) The Promoter does not accept responsibility for any tax or other financial implications that may arise from winning of the Prize. Entrants must obtain their own independent financial advice.
- l) Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.

ON SITE COMPETITION WAIVER

Full Name

Signature

Phone

Email