



WIN THE ULTIMATE REPCO BATHURST 1000
EXPERIENCE THANKS TO THE PRECINCT

Radio Competition Terms & Conditions

Schedule

Promotion	Win the Ultimate Repco Bathurst 1000 Experience, thanks to The Precinct
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 3AW.
Promotion Sponsor	Precinct Hospitality Pty Ltd ABN 13 662 443 398
Promotional Period	Start Date: 08/09/2024 at 18:00 PM AEST End Date: 16/09/2024 at 19:00 PM AEST
Eligible entrants	Permanent residents of Australia Victoria who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions and who are able to travel from Melbourne to the Bathurst 1000 on Sunday 13th of October.
Entry Method	To enter, Entrants must complete the following steps during the Promotional Period: <ol style="list-style-type: none">1. Be listening to Wide World of Sports within the contesting period from 6pm until 7pm.2. The listeners are asked to call up 133 693 and participate in conversation of the talkback topic each night.3. The best caller from each night's show will go into the draw to win the major prize.4. At the end of the week on Monday 16th of September, the host will announce the final 2 winners.
Entry Restrictions	Entry is not open to: 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 \$200 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.
Maximum Entries	Multiple entries are permitted during the Promotional Period. However you can only go into the draw once.

Winner Determination	<p><i>Game of Chance:</i> The 2 Winners will be drawn electronically by computerised random draw by 3AW at Level 7, 655 Collins Street Docklands VIC 3008 on Monday 16th of September at between 6pm & 7pm AEST. The Winner will be the first valid entry drawn. 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>
Winner Notification and Winner Publication	<p>The 2 winners will be announced live on air, and the winners will be notified via the contact details provided upon entry live on air.</p>
Prize/s	<p>Major Prize includes:</p> <ul style="list-style-type: none"> • 2 winners will be able to take a guest with them. • 2 doubles on Sunday 13th of October (plus their guest). <p>Charter Inclusions:</p> <ul style="list-style-type: none"> • Return private charter from Melbourne (Essendon) to Bathurst Airport • Coach transfers to and from Bathurst Airport • Dedicated Precinct charter manager • Passenger itineraries • Aircraft and crew operational costs • Light refreshments • Insurance <p>Race Day Inclusions:</p> <ul style="list-style-type: none"> • Exclusive facility for The Precinct guests • 3-level state-of-the-art undercover facility, with a • rooftop viewing balcony • Incredible views of the track • Broadcast feed across multiple TVs on each level • Entertainment throughout the day • Premium beverages and a substantial grazing • menu throughout the day (including spirits) • The Precinct hosts to facilitate guest services • Race simulator • Private bathrooms WiFi Cloaking <p>Prize Value: 4 seats, 1 day = AUD \$32,120</p>
Unclaimed Prize Date	<p>[3 months] from the date of the winners being determined or the draw of the prize (as the case may be).</p>
Unclaimed Prize Winner Notification and Unclaimed Prize Winner Publication	<p>Unclaimed prize within 2 weeks of being awarded, will be forfeited from redeeming their prize.</p>
Special Conditions	<p>Please read the Precinct Hospitality terms & conditions below.</p> <p>Highlighting Dress Code, Code of Conduct, Cancellation Requirements, Event Access etc.</p>



Terms and Conditions for Precinct Hospitality Pty Ltd

ABN 13 662 443 398

1. **Booking and Payment:**
 1. All bookings for Precinct Hospitality must be made in advance through our website, sales team or authorised resellers.
 2. Full payment is required upon booking confirmation to secure the hospitality package.
 3. A booking is only confirmed once full payment has been received by Precinct Hospitality
 4. If full payment is not received within 7 days of the booking request, your reservation may, at Precinct Hospitality's sole discretion, be released back into the pool of available tickets.
 5. By booking and making a payment to attend our Precinct Hospitality facility, you consent to subscribing to the Precinct Hospitality database. You can unsubscribe at any time.
2. **Cancellation and Refunds (Guest):**
 1. Cancellations made 46 days prior to the event will receive a full refund.
 2. Cancellations made within 45 days of the event may incur a cancellation fee.
 3. No refunds will be provided for cancellations made 28 days or less before the event.
3. **Event Cancellation (Organizer):**
 1. In the event that the event is cancelled or postponed due to circumstances beyond our control (e.g., weather conditions, force majeure), we will make reasonable efforts to reschedule the hospitality package.
 2. If rescheduling is not possible, a refund or credit toward a future event may be offered at our discretion.
 3. Precinct Hospitality Pty Ltd is not responsible for any other costs incurred by guests related to the cancellation or rescheduling of the event by event organisers.
4. **Event Access:**
 1. Precinct Hospitality grants access to our facility and designated areas within the event grounds as specified in the booking.
 - ii. Access is granted only to individuals with valid tickets or passes issued by Precinct Hospitality or our authorized partners and resellers.
 - vi. Tickets are issued to one guest and is not transferrable on race day. Attending our facilities is not without risk. Event organisers require us to know who is in our facility at any time. In the rare occurrence of an event emergency the event organisers require Precinct Hospitality to know our guests' basic information including full name and contact information. As such it is a condition of entry that all guests' details are provided prior to issuing tickets to the event.
 - vii. Any amendments to guests attending our facility must be communicated in writing to the Precinct Hospitality Guest Services team in advance or the guest arriving at the facility.
5. **Code of Conduct:**
 1. Guests must conduct themselves in a respectful manner at all times. Aggressive, dismissive, abusive or generally poor behaviour toward staff or affecting other guests will not be tolerated and deemed inappropriate.
 2. Any behaviour deemed inappropriate or disruptive by our staff will result in expulsion from the premises without refund.
 3. Smoking and Vaping are not permitted within our facility or our outdoor garden areas. Designated smoking and vaping is permitted only in event designated spaces outside our facility and grounds.
 4. Our Precinct Hospitality facilities are adult venues where alcohol is available for consumption. As such we cannot permit children under the age of 16 to attend.
 5. Children who are 16 or 17 years of age are permitted to attend our facility but must conduct themselves in accordance of our expectations and must have adult supervision. They will not be permitted to consume alcohol.
6. **Dress Code:**
 1. Smart casual attire is required for admittance to our Precinct Hospitality facility.
 2. Sports attire, including sporting shorts, athletic wear, and flip-flops, are not permitted in the hospitality.
 3. Team shirts or race team clothing is permitted.
 4. To reach our Precinct Hospitality facility walking at each event will be required which may involve stairs, and grass. As such supportive footwear is recommended and closed toe shoes are



- suggested.
5. Weather conditions may affect your Precinct Hospitality experience. Wind, sun or rain may affect your enjoyment of the day. While Precinct Hospitality takes every precaution to ensure our guests comfort, please make sure you dress appropriately for the weather conditions.
 6. Management reserves the right to refuse entry based on inappropriate attire.
- 7. Liability:**
1. We do not accept responsibility for any loss, damage, or injury sustained by guests, their belongings, or vehicles while attending our facility.
 2. Guests are advised to secure their personal belongings at all times.
 - iii. Our goal is for every guest to have the best possible experience attending our Precinct Hospitality facilities. While we will always strive to ensure our guests' comfort we accept no responsibility for factors that may impact a guest's experience that are outside our control such as the weather.
- 8. Indemnity:**
1. By attending a Precinct Hospitality facility, guests agree to indemnify and hold harmless Precinct Hospitality Pty Ltd, its affiliates, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with the guest's attendance at the event, including but not limited to personal injury, property damage, or any other incident occurring at the event premises.
- 9. Food and Beverage:**
1. Hospitality packages include food and beverage services as specified.
 2. Special dietary requirements must be communicated at the time of booking, and we will make reasonable efforts to accommodate them.
 3. While we will take all precautions to meet dietary requirements there may be cross contamination. As such it is important for the concerned guest to ensure they have appropriate medication in case of an unexpected contamination.
- 10. Photography and Filming:**
1. Photography and filming for personal use are generally permitted, unless otherwise specified by event organizers.
 2. Commercial use of images and videos captured within Precinct Hospitality is not permitted.
 3. TPH may take promotional footage for marketing purposes. By booking and paying for tickets you acknowledge Precinct Hospitality has the exclusive right to use any photography taken within Precinct Hospitality facilities and surrounds for promotion and marketing of Precinct Hospitality.
- 11. Amendments and Variations:**
- i. We reserve the right to amend these terms and conditions at any time.
 - ii. Variations to the hospitality package offerings may occur due to factors beyond our control, such as changes in the event schedule, weather or other unforeseen circumstances.
- 12. Compliance with Laws:**
- i. Guests must comply with all relevant laws, rules, and regulations of the event organisers, Precinct Hospitality and local authorities.
- 13. Privacy Policy:**
1. We respect your privacy and handle personal information in accordance with applicable privacy laws. Our privacy policy is available on our website.

By booking a hospitality package at The Precinct, you agree to abide by these terms and conditions. If you have any questions or require further information, please contact info@precincthospitality.com.au.

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.