

## 6PR Rumour File Promotion Terms and Conditions

This is a Game of Chance. By entering into the draw to win the Prize, you (**Entrant**) acknowledge and accept the following terms and conditions, as well as the radio station's general conditions of entry, as amended from time to time.

<b>1. Promotion</b>	<b>6PR Rumour File</b>
<b>2. Promoter</b>	Radio 6PR Perth Pty Limited ABN 64 008 829 927 Level 1, 169 Hay Street, East Perth, WA 6004, Australia ( <b>6PR</b> ) Tel: 08 9220 1400
<b>3. Promotional Period</b>	Open Date: 11 January 2021 at 5:00am Close Date: 7 July 2021 at 9:00am
<b>4. Entry Restrictions</b>	<p>a. Entrants must be:</p> <ol style="list-style-type: none"> <li>i. at least 18 years of age;</li> <li>ii. residents of Western Australia.</li> </ol> <p>b. Entrants must not be the employees (or their immediate family members) of:</p> <ol style="list-style-type: none"> <li>i. The Promoter and its related bodies corporate; or</li> <li>ii. The Prize Provider and its related bodies corporate.</li> </ol>
<b>5. Entry Procedure</b>	<p>To be entered into Promotion, Entrants must complete one or more of the following methods, during the Promotional Period (<b>Entry</b>):</p> <ol style="list-style-type: none"> <li>1. <i>Email Entry</i>: 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</li> <li>2. <i>Phone Entry</i>: phone 6PR's talkback line on 08 9221 1882 (cost of local call) between the hours of 5:00am and 8:30am 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.</li> </ol>
<b>6. Selection and Notification Process</b>	<p><b>Minor Prize Winner Selection</b></p> <ul style="list-style-type: none"> <li>• Each Friday of the Promotional Period, the Promoter will select the Entry of the week that best reflects the theme of the competition and the potential for on air interest (<b>Judging Criteria</b>);</li> <li>• The Entrant who submitted the Entry selected will be the winner of the Minor Prize for that week (<b>Minor Prize Winner</b>).</li> <li>• All Minor Prize Winners will be announced on air on 6PR at the end of each week of the Promotion and contacted via phone using the details provided to the Promoter at the time of entry.</li> </ul> <p><b>Wildcard Entrants Determination</b></p> <ul style="list-style-type: none"> <li>• The Promoter may, in their absolute discretion select additional 'wildcard' entrants throughout the Promotional Period, from those who submitted an Entry which is proven to be true (<b>Wildcard Entrants</b>).</li> <li>• Wildcard Entrants will be included in the Major Prize Draw Process.</li> <li>• Wildcard Entrants will be contacted via phone using the details provided to the Promoter at the time of entry and may be announced on air on 6PR.</li> </ul> <p>All Minor Prize Winners and Wildcard Entrants will be entered into the Major Prize Draw Process.</p>
<b>7. Major Prize Draw Process</b>	<p><b>Major Prize Draw Process:</b></p> <ul style="list-style-type: none"> <li>• The Major Prize Draw will take place at the Major Prize Draw Location on the Major Prize Draw Time and Date;</li> <li>• The names of all Minor Prize Winners and Wildcard Entrants will be printed onto paper and put into a barrel;</li> <li>• The Promoter, or a person nominated by the Promoter, will then select one name at random from the barrel;</li> <li>• The name drawn will be announced live on air during the Breakfast show at a live broadcast from the Prize Draw Location;</li> <li>• All Minor Prize Winners and Wildcard 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;</li> <li>• 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</li> <li>• 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, and the Re-draw Process will be followed.</li> </ul> <p><b>Redraw Process:</b> The Promoter will execute a re-draw of another Entry from the barrel, using the same process described above, and again wait four (4) minutes for the next named Entrant to present themselves. This process will continue until a Major Prize 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>
<b>8. Maximum Entries per person</b>	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.
<b>9. Prize Selection or Draw Time and Location</b>	<p>a. Major Prize Draw Time &amp; Location</p> <ol style="list-style-type: none"> <li>i. Major Prize Draw Date: 7<sup>th</sup> July 2021</li> <li>ii. Time: (approx.) between 7:00am and 9:00am</li> <li>iii. Location: John Hughes Mitsubishi, 49 Shepparton Road, Victoria Park, WA6100</li> </ol> <p>b. Minor Prize Selection Time &amp; Location</p> <ol style="list-style-type: none"> <li>i. Minor Prize Draw Date: Each Friday of the Promotional Period.</li> <li>ii. Time: (approx.) between 8:00am and 9:00am</li> <li>iii. Location: Promoter's studios at Level 1, 169 Hay Street, East Perth, WA 6004</li> </ol>

<b>10. Prize Provider</b>	The Trustee for The Skippers Unit Trust t/a John Hughes Group ABN: 84 716 233 846, 49 Shepperton Rd, Victoria Park WA 6100
<b>11. Prizes</b>	<p><b>Major Prize:</b></p> <p>a. Number of Major Prizes: 1  b. Prize value: \$25,000 (this price is valid as at 7 January 2021 and is subject to change.)  c. Description: Hyundai Kona</p> <p>Total cost based on manufacturers recommended retail price, valued at a minimum of \$26,740. The prize includes on road costs, dealer delivery fee and government statutory charges.</p> <p><b>Minor Prize:</b></p> <p>d. Number of Minor Prizes: up to 24  e. Prize value: \$400  f. Description: Bank transfer to a bank account to be nominated by the Winner when notified by the Promoter of their win, in accordance with Prize Restrictions below.</p> <p><b>Total Prize Pool: up to \$34,600</b></p>
<b>12. Prize Restrictions</b>	<p><b>Minor Prize Restrictions</b></p> <ul style="list-style-type: none"> <li>• The Minor Prize will be direct debited into the Minor Prize Winner’s nominated bank account, this may take up to 6 weeks.</li> <li>• 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.</li> </ul> <p><b>Major Prize Restrictions</b></p> <ul style="list-style-type: none"> <li>• The colour of the vehicle awarded is at the discretion of the John Hughes Group.</li> <li>• The Major Prize Winner must collect the Major Prize from the John Hughes Group and cannot nominate a proxy to attend on their behalf.</li> <li>• Additional insurance, optional extras, accessories, petrol and all other ancillary or related costs are excluded and are the responsibility of the Major Prize Winner.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> <li>• The Prize is subject to any additional terms and conditions imposed by the Prize Provider.</li> <li>• The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment.</li> <li>• The Prize cannot be transferred or exchanged for cash.</li> </ul> <p>The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded.</p>
<b>13. Notification of Major Prize Winner</b>	<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.  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>

**14. 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 quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.
- 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:
  - (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; or

(vi) 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.

