



Bailey Brewing Co's Local Legends Radio Competition Terms & Conditions

Schedule

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| Promotion | Bailey Brewing Co's Local Legends |
| 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. |
| Promotional Period | Start Date: 28/07/2025 at 5:00pm AWST End Date: 22/10/2025 at 7:00pm AWST |
| Eligible entrants | The Promotion is open to sporting clubs operating in WA. Individuals entering on behalf of a sporting club must be permanent residents of WA 18 years or over who are not ineligible to enter the Promotion under clause 2 of the Terms and Conditions (Entrants). |
| Entry Method | <p>To enter, Entrants must complete the following steps during the Promotional Period:</p> <ol style="list-style-type: none">1. The Promoter will play a cue to call sound between 5:00pm and 7:00pm on the following dates;<ul style="list-style-type: none">• July: 28th, 29th and 30th 2025• August: 25th, 26th, 28th, 29th 2025• September: 15th, 16th and 17th 2025• October: 20th, 21st and 22nd 20252. Entrants must call in during the above timeframe on the above dates with an inspiring story on their local sporting club from the weekend prior to the call date.3. The Promoter will select one (1) Entrant on each call date that they consider to have the most inspiring story about their local sporting club from the weekend, and that Entrant will have the opportunity to share their story on air. For clarity, The Promoter will only select one (1) Entrant to share their story on each of the above dates. <p>By providing personal details of any individual associated with a nominated club or group, Entrants warrant the individual consents to the Entrant providing these details to the Promoter and for the Promoter to contact them about this Promotion.</p> |
| Maximum Entries | Multiple entries permitted subject to the following: (a) only one (1) entry permitted per unique story; and (b) each entry must be submitted separately and in accordance with entry requirements. For the avoidance of doubt, sporting clubs can enter multiple times however, each entry must be unique and they can only win one (1) prize. |
| Winner Determination | <p>Entries will be grouped depending on the month they enter. Judging for each group will take place by 6PR at Level 1, 169 Hay Street East Perth WA 6004 at 1:00pm AWST on the following dates:</p> <ul style="list-style-type: none">• July: 04/08/2025• August: 29/08/2025• September: 22/09/2025• October: 27/10/2025 <p>The Winner of each group will be the Entrant with the most inspiring story on their local sporting club from the prior weekend. 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> |



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| Winner Notification | Winners will be informed directly using the contact details provided at the time of entry, where practicable, within two (2) business days of judging date. Winners will also be announced on 6PR WWOS from 5:00pm – 7:00pm on the relevant judging date. |
| Prize/s | The best valid entry from each group, as determined by the Promoter, will win a \$500 food and drinks voucher from Bailey Brewing Co. to be used at either Swan Valley or Dunsborough venues. |
| Prize Supplier | Bailey Brewing Company (ABN 50 627 387 580). |
| Special Conditions | <p>Vouchers are valid for 12 months from the date of issue and must be redeemed in a single transaction.</p> <p>Voucher is not valid for online purchases or retail beer takeaway, and excludes use for venue hire, ticketed events, or private functions unless approved by management. Bailey Brewing Co. reserves the right to verify the winning club's eligibility and deny redemption if terms are not met.</p> <p>Prizes will be awarded to the president of the respective winning sporting club who may, in their absolute discretion, allocate the prize to any representative of that club.</p> |

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 prize supplier,
 - iii. any related bodies corporate of the Promoter and the prize supplier, and
 - iv. 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 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.
- 4 Entrants may submit entries up to the Maximum Entries. If multiple entries are permitted, each entry must be submitted separately and each answer story must be unique.
- 5 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.
- 6 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).
- 7 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.
- 8 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.
- 9 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

- 10 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; or incite or be capable of encouraging conduct that would be considered a criminal offence.
- 11 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.
- 12 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.

- 13 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.
- 14 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 and the owner of any private property (including any items, objects or real property) appearing in the entry material.

Winners

- 15 The Winners will be determined from all valid and eligible entries received during the Promotional Period in accordance with the Winner Determination. The Winner will receive the Prize.
- 16 The Winner will be notified in accordance with the Winner Notification.
- 17 All reasonable attempts will be made to contact the Winners. If a Prize is:
- a) not claimed by the Winner by the date specified by the Promoter; or
 - b) forfeited for any reason,
- that Prize will be awarded to the next best entry.

General prize terms

- 18 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.
- 19 Unless expressly stated as being included in the Prizes, all other costs and expenses associated with taking the Prize become the responsibility of Winners.
- 20 Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment unless otherwise specified by the Promoter.
- 21 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.
- 22 The Promoter and Prize Supplier reserve the right to refuse to allow an Entrant/Winner and/or their guests to take part or continue to take part in any aspects of the Promotion or Prize/s, for any inappropriate behaviour (including intoxication).
- 23 Winners 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.
- 24 Each Prize will be awarded to the person named in the winning entry (as judged in accordance with the Winner Determination).
- 25 Prizes cannot be used in conjunction with any other discounts or special offers.
- 26 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.
- 27 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.

Miscellaneous prize terms

- 28 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. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash unless otherwise specified by the Promoter.

Publicity

- 29 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 Winners and their guests 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

- 30 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

- 31 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.
- 32 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 Prizes.
- 33 Notwithstanding clauses 31 and 32, you may have rights which result from our negligence, wilful

acts or omissions or material breach of these Terms and Conditions

General

- 34 Prizes 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.
- 35 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.
- 36 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.
- 37 These Terms and Conditions are governed by the laws of New South.
- 38 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 39 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, 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).
- 40 The Promoter may alter, modify, or amend these Terms and Conditions and the Schedule where required 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

- 41 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.