

Apia Experience Exchange Promotion Terms and Conditions

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.

- 1. Promotion** **Apia Experience Exchange**
Permit number LTPM-16- 00762 for NSW.
- 2. Promoter** Radio 3AW Melbourne Pty Ltd, trading as Radio 3AW of Media House, Level 7, 655 Collins Street, Docklands VIC 3008; ABN 47 006 962 358
- 3. Promotional Period** Open Date: Opens Monday 27th March 2017 at 12:01am (AEST)
Close Date: Closes Sunday 9th April 2017 at 11:59pm (AEST)
- 4. Entry Restrictions** Entrants must be:
 - residents of Australia
Entrants must not be employees, or immediate family members, of:
 - Macquarie Media Operations and its related bodies corporate
- 5. Entry Procedure** To be entered into Promotion, Entrants must, during the Promotion Period:
 - Visit the website experienceexchange.com.au and submit a tip, story or piece of advice of a life well lived.
 - Make sure all required fields have been completed when submitting the entry form online at experienceexchange.com.au
 - The Promoter will draw one entry at random by random computer generated selection from the combined group of Entrants.
 - The first valid Entry that complies with the Entry Procedure and Entry Restrictions will win the Prize.
- 6. Maximum Entries per person** Maximum of one entry per Entrant
- 7. Major Prize Draw Time and Location** Prize Draw Date: Monday 10th April 2017
Time: Between the hours of 3pm to 5pm (approx.)
Location: 3AW, Media House, Level 7, 655 Collins Street, Docklands, VIC, 3008
- 8. Prize Provider** Apia
- 9. Prize(s)** There is a total of 1 prize to be given away.
\$250 Visa Gift Card
- 10. Prize Restrictions** The prize cannot be transferred or exchanged for cash.

The prize is subject to any terms and conditions imposed by the Prize Provider and must be used by the expiry date.
- 11. Notification of Winners** The Winners name will be published online at: www.experienceexchange.com.au and on 3AW's Competition Winners webpage at <http://www.3aw.com.au/news/3aw--competition-winners-20170219-guglnj.html> on Tuesday 11th April 2017.

The Winner will receive notification by email and phone using the contact details that were provided at the time of entry within two business days of the Prize Draw Date.
- 12. Additional Terms**
 - a. By entering the Promotion, the Entrant accepts these terms and conditions and agrees to the Promoter's [Privacy Policy](#), each as amended from time to time and available on the Promoter's website.
 - 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. If the Entrant marks the "opt-in" box on the entry form for this Promotion, the Entrant consents to the retention of their personal information so that the Prize Provider and any related companies may use the information from time to time to let Entrant know about news, offers, products and services they might be interested in (by any medium, including telephone, email, mail, SMS or online marketing. Entrants may unsubscribe from marketing communications at any time using the links or information contained in a marketing message or by making a request during a telephone call. All personal information held by the Prize Provider is handled in accordance with the Prize Provider's 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. 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.
 - e. 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 on via any medium. Entrants will not be compensated for this use.
 - f. 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.

- g. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion.
- h. The Promoter is not responsible for 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 Entrants from successfully participating in the Promotion.
- i. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard.
- j. 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 subject to approval from any relevant authority.
- k. 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.
- l. 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.
- m. 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 draw a new winner in its absolute discretion on or before Expiry.
- n. If a Winner fails to collect their Prize within 3 months (or as otherwise specified in these terms), the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, conduct a re-draw for the Prize or withdraw the Prize.
- o. 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.
- p. 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.
- q. 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).
- r. The Entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s), for which the Promoter accepts no responsibility. If Entry or a Prize involves travel, stunts or challenges the Promoter may, at its discretion, require the participants to:
 - Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and redeem a Prize; and
 - Execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and redeem a Prize.
- s. 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.