### City2Surf - Team 2GB Promotion Terms and Conditions

This is a game of skill, to be eligible 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 <u>City2Surf – Team 2GB</u>

2. Promoter Macquarie Media Limited (2UE) of Ground Floor, Building C, 33-35 Saunders Street, Pyrmont, New South Wales, 2009

3. Promotional Period Open Date: Monday 25/06/18

00:01 (AEST)

Close Date Sunday 15/07/19 23:59 (AEST)

**4. Entry Restrictions** Entrants must be:

at least 18 years of age;

- a resident of New South Wales; Queensland or Victoria
- be able to participate in The Sun Herald City2Surf on Sunday 12 August, 2018; and
- accept The Sun Herald City2Surf Terms and Conditions as provided on <a href="city2surf.com.au/terms-conditions/">city2surf.com.au/terms-conditions/</a>

Entrants must not be employees, or immediate family members, of:

- employees of Macquarie Media Operations or their immediate family members; or
- employees of agencies associated with this promotion, or their immediate family members.

## Entry Procedure/ Judging

To be entered into Promotion, Entrants must, during the Promotion Period:

- Register their details on the WIN page at <a href="www.2gb.com">www.2gb.com</a> and, in 50 words or less, answer the question: "why do you want to take part in this years City2Surf?"
- All entries will be pooled and judged by the Promotions Team at Macquarie Media Limited
- Ten (10) Entrants with the most worthy answers will be selected as Prize winners for City2Surf Team 2GB
- 6. Maximum Entries per person

Maximum of one entry per Entrant

7. Prize Judging Time and Location

Between 9:00 (AEST) and 17:00 (AEST) on Monday 16 July, 2018

Macquarie Media Limited, Ground Floor, Building C, 33-35 Saunders Street, Pyrmont, NSW 2009

8. Prize Provider

Fairfax Events, 1 Darling Island, Pyrmont, NSW 2009; and

Macquarie Media Limited (2UE) of Ground Floor, Building C, 33-35 Saunders Street, Pyrmont, New South Wales, 2009

9. Prize(s)

Each Prize winner will receive:

- Two registrations one for the Prize winner and one for a nominated person by the entrant into The Sun Herald City2Surf on Sunday 12 August, 2018, within "team 2GB".
- Two (2) custom 2GB running shirts; one for the Prize winner and one for the Prize winner's nominated person
- A race-pack, provided after The Sun Herald City2Surf event

Each Prize values at: \$234

#### 10. Prize Restrictions

The prize is not transferable to another person, not redeemable for cash and cannot be exchanged for or any other prize. The major prize is not transferable to another person, and cannot be exchanged for or any other prize. If a Prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The promoter accepts no other liability or responsibility for any loss incurred by the winners or any other party if a prize is unavailable for any reason.

# 11. Notification of Winners

The ten (10) Prize winners will be contacted via phone and/or email by the Promoter within a week of the Judging.

The ten (10) Prize winners may be announced live on-air during the Chris Smith Show.

Prize winners do not need to hear their name on air in order to win.

The Prize winners' names and suburbs may also appear on the website and in any promotional materials prepared by the Promoter.

#### 12. Additional Terms

- a. By entering the Promotion, the Entrant accepts these terms and conditions and agrees to the Promoter's <u>Privacy Policy</u> as amended from time to time and available on the Promoter's website.
- b. By entering into the Promotion, 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. The Promoter may extend the Promotion Period in its absolute discretion.
- d. Throughout the Promotional Period the Promoter may contact Entrants to interact with the station on air / online / in social media in relation to the Promotion.
- e. Entrants may be required by the Promoter and Prize Provider to participate in photo, recording, video and 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 on via any medium. Entrants will not be compensated for this use.
- g. 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.
- h. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further 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. 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.
- k. 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.
- I. 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.
- m. All Prizes and parts of the Prize are subject to availability, non-transferable and non-exchangeable, must be used on 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. 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.
- n. 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.
- o. 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).
- p. The Entrant acknowledges that there may be inherent risks involved in entering the 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.
- q. 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.
- r. The Promoter takes no responsibility for variations in the Prize value. The Prize value is correct at the time of printing but no responsibility is accepted for any variation in the value of any Prizes due to a change in the market value or otherwise.