

Change the Way you Connect & Win Terms & Conditions ("Conditions of Entry")

Schedule		
Promotion:	Change the Way you Connect & Win	
Promoter:	Macquarie Media Operations Pty Limited ABN 64 006 806 088, Ground Floor, Building C, 33 Saunders St, Pyrmont, NSW 2009, Australia. Ph: 07 8570 0000	
Promotional Period:	Start date: 30/07/18 at 06:00 am AEST End date: 10/08/18 at 12:00 pm AEST	
Eligible entrants:	Entry is only open to NSW and QLD residents who are 18 years and over.	
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, visit https://www.4bc.com.au or https://www.2gb.com.au , follow the prompts to the Promotion entry page; fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address, phone number, mobile number and full address), an answer to the question "Tell Chris in 25 words or less how you would connect this holiday with your loved ones using Spintel's unlimited call and data package" , and opt in to receive communications from Spintel.	
Entries permitted:	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.	
Total Prize Pool:	AUD \$8,195.40	
Prize Description		
Prize Description	Number of this prize	Winning Method
<p>Prize: The prize is a Luxury Escapes - Holiday for two (2) adults to Lord Howe Island valued at up to AUD\$8,000.00 depending on date and exact point of departure, which includes:</p> <ul style="list-style-type: none"> • Return flights for two from the winner's nearest capital city to Lord Howe Island; • 5 night's twin share accommodation in a Kentia Suite on Lord Howe Island; • Daily breakfast, light lunch (which may be enjoyed in the restaurant or out for the day as a barbecue or picnic), tea & coffee, pre-dinner drinks and three course dinner with menu changing daily; • Daily room servicing with evening turndown; • Bathrobes and slippers; • A short walk to Old Settlement Beach; and • Complimentary Wi-Fi for 2. <p>The winner will also receive a Spintel Mobile - 12-month unlimited calls & 3GB/mth data package valued at AUD\$195.40.</p>	1	Judging
Prize Conditions:	<ul style="list-style-type: none"> • No part of this prize is exchangeable, redeemable for cash or any other prize or transferable. • Travel itinerary will be determined by the Promoter in its absolute discretion. • Travel must be taken by 30th June 2019. Prize cannot be taken during Easter, Christmas, school holidays or any other public holidays, unless stated otherwise by the Promoter in writing. Dates to be checked for availability through reservations. • Prize issued as a prize certificate. This prize must be taken as stated and no compensation will be payable if the winner is unable to use the certificate as stated. Prize certificates are not exchangeable or redeemable for cash or other goods or services. A certificate cannot be transferred to any other persons. • Notice of intent to travel must be received at least 30 days prior to proposed travel dates and is subject to accommodation availability. There can be no changes made to travel arrangements once vouchers are issued. If the certificate is not utilised by the expiry date it will be forfeited, no extension of the validity date will be permitted. • Prize to be taken as consecutive nights as one stay only. Not to be used in conjunction with any other certificate or offer. To confirm your reservation winner must contact our reservations team on 1800 063 928 or email reservations@arajilla.com.au and quote the prize certificate voucher number. This original voucher 	

	<p>must be presented when checking into the resort.</p> <ul style="list-style-type: none"> • The prize is subject to booking and flight availability. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included. • The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • The winner may be required to present their credit card at check in. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner and his/her travel companion must depart from and return to the same departure point and travel together.
Winner notification:	The winner will be announced on-air during The Chris Smith Show on 2GB and 4BC between 12:00 pm - 3:00 pm on Monday 13th August 2018. The winner will be contacted following the on-air announcement by the integration team to confirm they have won the prize and advise on next steps. The winner will also be published at https://www.4bc.com.au and https://www.2gb.com.au within 3 days of the judging.
Unclaimed Prizes:	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Judging:
 - a) Representatives of the Promoter will determine a shortlist of 5 x finalist entries. This list of 5 entries will be sent to Chris Smith to determine the winner. Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the answer provided to the promotional question.
 - i) The best valid entry, as determined by the judges, will each win the prize specified in the Schedule above.
 - ii) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
 - iii) The winner will be determined by skill. Chance plays no part in determining the winner. The judges' decision is final and binding and no correspondence will be entered into.
6. All reasonable attempts will be made to contact the winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.

9. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
10. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
11. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
12. Entrants' personal information will be collected by the Promoter and Spintel. Personal information will be stored on the Promoter's and Spintel's databases. Spintel and the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.macquariemedia.com.au/pdf/MMLSitePolicy.pdf>. Spintel's privacy policy can be found at <https://www.spintel.net.au/privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. 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 use of any automated entry software or any

other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

19. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.