

## Win a 2018 Mazda CX-3 Maxx Automatic Promotion Terms and Conditions

By entering into the draw to win the Prize, you (Entrant) acknowledge and accept the following terms and conditions as amended from time to time.

<b>1. Promotion</b>	<b><u>West End Mazda: 2018 Mazda CX-3 Maxx Sport Automatic</u></b> <b><u>LTPS/18/27171</u></b>
<b>2. Promoter</b>	Harbour Radio Pty Ltd (ABN: 89 010 853 317) of Ground Floor, Building C, 33-35 Saunders Street, Pyrmont NSW 2009
<b>3. Promotional Period</b>	<b>Open Date:</b> Monday, September 3, 2018 08:30 (AEDT) <b>Close Date:</b> Friday, September 14, 2018 15:00 (AEDT)
<b>4. Entry Restrictions</b>	Entrants must be: <ul style="list-style-type: none"><li>• at least 18 years of age;</li><li>• residents of New South Wales;</li><li>• hold a current Driver's License; and</li><li>• be present, in person, at the Prize Draw Location at the Prize Draw Time.</li></ul> Entrants must not be employees, or their immediate family members, of: <ul style="list-style-type: none"><li>• Harbour Radio Pty Ltd and its related bodies corporate; or</li><li>• West End Mazda; or</li><li>• Agencies associated with this Promotion.</li></ul>
<b>5. Entry Procedure</b>	To be entered into Promotion, Entrants must, during the Promotional Period: <ul style="list-style-type: none"><li>• Attend West End Mazda Blacktown, 106 Sunnyholt Road, Blacktown, NSW, 2148 (<b>Prize Draw Location</b>);</li><li>• Complete the electronic entry form via iPad on location at West End Mazda, 106 Sunnyholt Road, Blacktown NSW, 2148, during the Promotional Period (<b>Entry</b>).</li></ul> In order to submit a valid Entry, Entrants will be required to provide their full name, address, driver's licence number and any other identifying information requested on the electronic entry form.  The Promoter may, in its absolute discretion, allow Entrants to input their entry into an iPad on the Prize Draw Date at the Prize Draw Location provided they have arrived at the Prize Draw Location and are in an official line to enter by the Promotional Period cut off.
<b>6. Winner Selection Procedure</b>	The Winner of the Prize will be drawn using the following process: <ul style="list-style-type: none"><li>• All valid Entries will be printed onto paper and put into a barrel at the Prize Draw Location;</li><li>• The Promoter, or a person nominated by the Promoter, will then select one Entrant at random from the barrel.</li><li>• The name on the Entry will be announced live on air during the Ben Fordham – Sydney Live program between 17:00 (AEDT) and 18:00 (AEDT) on Friday, September 14, 2018, as 2GB 873 radio broadcasts live from the Prize Draw Location.</li><li>• 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 (Entrants cannot nominate a proxy to attend on their behalf) and must present their driver's licence 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 to present themselves in person to the Promoter at the Prize Draw Location to claim the Prize.</li><li>• If the named Entrant does not present themselves in person to claim the Prize within the four (4) minute period, they are ineligible to win the Prize and their Entry will be discarded and the Redraw Process will be followed.</li><li>• <i>Redraw Process:</i> The Promoter will execute a redraw of another Entry from the barrel, using the same</li></ul>

	<p>process described above, and again wait four (4) minutes for the next named Entrant to present themselves. This process will continue until a named Entrant presents themselves, in person, within the four (4) minute waiting period and is declared the winner (<b>Winner</b>).</p> <ul style="list-style-type: none"> <li>An independent person will be present to scrutinise the Prize Draw (<b>Scrutineer</b>), the announcement of the named Entrant, any Redraw Process if required and the declaration of the Winner. The Scrutineer will also verify the details of the Winner.</li> </ul>
<b>7. Maximum Entries per person</b>	<p>Maximum of ONE entry per Entrant.</p> <p>Entrants who submit more than one Entry may be disqualified from participation in the Promotion at the Promoter's absolute discretion.</p>
<b>8. Prize Draw Date, Time and Location</b>	<p>Prize Draw Date: Friday September 14, 2018</p> <p>Prize Draw Time: Between 17:00 (AEDT) and 18:00 (AEDT)</p> <p>Prize Draw Location: West End Mazda Blacktown, 106 Sunnyholt Road, Blacktown, NSW, 2148.</p>
<b>9. Prize Provider</b>	<p>West End Mazda Blacktown (ABN 30 001 988 450) of 106 Sunnyholt Road, Blacktown, NSW, 2148.</p>
<b>10. Prize</b>	<p>There will be one Winner of the Prize:</p> <p><b>2018 Mazda CX-3 Maxx Automatic</b></p> <ul style="list-style-type: none"> <li>Colour: Dynamic Blue</li> <li>West End Mazda Stock Number: 70272</li> <li>Retail Value: \$26,990.</li> </ul> <p><b>Total Prize Value:</b> \$26,990 and includes: on-road costs, stamp duty, registration and green slip.</p> <p><b>Cash Back Value:</b> \$20,900.00 (see below in Prize Restrictions for details).</p>
<b>11. Prize Restrictions</b>	<p><b>Prize Collection:</b></p> <p>The Winner can elect to collect the Prize in one of the following ways:</p> <ul style="list-style-type: none"> <li>Drive away with the Prize from West End Mazda Blacktown, 106 Sunnyholt Road, Blacktown, NSW, 2148, after the Winner announcement ; or</li> <li>Collect the Prize at a later date as organised with West End Mazda Blacktown.</li> </ul> <p><b>Cash Back Value</b></p> <p>The Winner may, in his or her absolute discretion, elect to receive the Cash Back Value as the Prize <i>instead of</i> the 2018 Mazda CX-3 Maxx Automatic:</p> <p>The Cash Back Value is \$20,900.00 and the Winner acknowledges that if he or she elects the Cash Back Value, he or she will not be entitled to the difference in value between the Cash Back Value and the Total Prize Value of the 2018 Mazda CX-3 Maxx Automatic.</p> <p>Payment of the Cash Back Value will be by cheque from the Prize Provider within three (3) weeks of the Notification of Winner.</p> <p>Once the Winner has made his or her decision, that decision may not be changed.</p>
<b>12. Notification of Winners</b>	<p>The Winner's name and suburb will be announced on air on the Draw Date. The Winner will be announced on the Ben Fordham – Sydney Live program on 2GB 873 between 17:00 (AEDT) and 18:00 (AEDT) on Friday September 14, 2018, at West End Mazda Blacktown, NSW, 2148..</p> <p>The Winner's name and suburb will also be published on 2gb.com</p> <p>The Winner's name and suburb may also appear on the website and in any promotional materials prepared by the Promoter or by West End Mazda.</p>
<b>13. Additional Terms</b>	<p>a. By entering the Promotion, the Entrant accepts and agrees:</p> <ol style="list-style-type: none"> <li>to these terms and conditions; and</li> <li>to the Promoter's <a href="#">Privacy Policy</a>,</li> </ol>

- 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. 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 Promotional 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 name, character, likeness or voice of an Entrant 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 communications 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.
  - l. 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 applying for the competition permit but no responsibility is accepted for any variation in the value of any Prizes due to a change in the market value or otherwise.
- s. If in the course of a telephone call related to participation or entry in the competition, the telephone line drops out or breaks up, the Station may proceed to another caller. In such event, the Station will not be required to award any Prize to the caller whose line dropped out or disconnected for any reason.
- t. 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 Station 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.
- u. 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 Station 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 Station 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). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.