

Win a 2019 Mazda CX-3 Maxx Sport Promotion Terms and Conditions

This is a Game of Chance. 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.

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| 1. Promotion | Win a 2019 Mazda CX-3 Maxx Sport Permit Number. LTPS/19/34717 |
| 2. Promoter | Harbour Radio Pty Ltd (ABN: 89 010 853 317) of Ground Floor, Building C, 33-35 Saunders Street, Pyrmont NSW 2009 Tel: 02 8570 0000 |
| 3. Promotional Period | Open Date: Monday 10 June 2019 at 8.30am Close Date: Friday 21 June 2019 at 3.00pm |
| 4. Entry Restrictions | a. Entrants must be: i. at least 18 years of age; ii. residents of New South Wales b. Entrants must not be the employees (or their immediate family members) of: i. The Promoter and its related bodies corporate; or ii. The Prize Provider and its related bodies corporate; or iii. Any Agency associated with this Promotion. |
| 5. Entry Procedure | To be entered into Promotion, Entrants must, during the Promotional Period: i. Attend West End Mazda North Parramatta, 590 Church St, North Parramatta NSW 2151 (Prize Draw Location); ii. Complete the electronic entry form via iPad on location at West End Mazda North Parramatta, 590 Church St, North Parramatta NSW 2151, during the Promotional Period (Entry). In order to submit a valid Entry, Entrants will be required to provide their full name, address, email address, phone number, 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 load 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. |
| 6. Winner Selection Procedure | The Winner of the Prize will be determined using the following process: <ul style="list-style-type: none">All valid Entries will be printed onto paper and put into a barrel at the Prize Draw Location;The Promoter, or a person nominated by the Promoter, will then select one Entrant at random from the barrel.The name on the Entry will be announced live on air during the Ben Fordham – Sydney Live program between 5.00pm and 6.00pm on Friday 21 June 2019, as Radio 2GB broadcasts live from the Prize Draw Location.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 (Entrants cannot nominate a proxy to attend on their behalf).If the named Entrant does not present themselves in person to claim the Prize within the four (4) minute period, they will be ineligible to win the Prize and their Entry will be discarded and the Redraw Process will be followed.Redraw Process: The Promoter will execute a redraw of another Entry from the barrel, using the same 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 (Winner). An independent person will be present to scrutinise the Prize Draw (Scrutineer), 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. |
| 7. Maximum Entries per person | Maximum of one entry per Entrant Entrants who submit more than one Entry may be disqualified from participation in the Promotion at the Promoter's absolute discretion. |
| 8. Prize Draw Time and Location | a. Prize Draw Date: Friday 21 June 2019 b. Time: (approx.) Between 5.00pm and 6.00pm c. Location: West End Mazda North Parramatta, 590 Church St, North Parramatta NSW 2151 |
| 9. Prize Provider | West End Mazda (ABN 30 001 988 450) 590 Church St, North Parramatta NSW 2151 |
| 10. Prize | Prize: a. Number of Prizes: One b. Prize value: \$28,090 c. Prize description: <ul style="list-style-type: none">2019 Mazda CX-3 Maxx Sport AutomaticColour: Dynamic BlueStock Number: 10517693 The Promoter reserves the right to terminate the Promotion if, for example, the Prize Provider is no longer capable of providing the Prize for any reason, subject to any applicable regulatory requirements in the state of New South Wales. Total Prize Value: \$28,090 inc GST Cash back Value: \$20,990 inc GST (see below in Prize Restrictions for details) |
| 11. Prize Restrictions | a. 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 and must present their driver's licence to confirm their eligibility to win. |

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| | <ul style="list-style-type: none"> b. The Prize is subject to any additional terms and conditions imposed by the Prize Provider. c. The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment. d. The Prize cannot be transferred without prior written permission of Promoter and Prize Provider. e. The Winner can elect to collect the Prize in one of the following ways: <ul style="list-style-type: none"> i. Drive away with the Prize from 590 Church St, North Parramatta NSW 2151 , after the Winner announcement; or ii. Collect the Prize at a later date as organised with West End Mazda North Parramatta. f. The Winner may, in his or her absolute discretion, elect to receive the Cash Back Value <i>instead of</i> the Prize: g. The Winner acknowledges that if he or she elects to receive 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. h. Payment of the Cash Back Value will be by cheque from the Prize Provider within three (3) weeks of the Notification of Winner. i. Once the Winner has made his or her decision, that decision may not be changed. j. All optional extras and accessories, comprehensive insurance, fuel and all other ancillary or related costs are excluded and are the responsibility of the Winners. k. The Promoter is not liable for any Prize that has been lost, stolen, forged, damaged or tampered with in any way once awarded. l. The Prize cannot be transferred. m. If required by the Prize Provider, the Winners must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in New South Wales n. The colour of the vehicle awarded is at the discretion of the Prize Provider. o. If the Prize Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the Prize Winner may assign the car to another person in writing (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Prize Winner and any assignee. p. The Prize Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the Prize Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion. |
| 12. Notification of Winner | <ul style="list-style-type: none"> a. The Winner's name and suburb will be announced on air on the Ben Fordham-Sydney Live program on 2GB on the Draw Date. b. The Winner's name and suburb will also be published on www.2gb.com within seven (7) days of the draw. |
| 13. Additional Terms | <ul style="list-style-type: none"> a. By entering the Promotion, the Entrant accepts and agrees: <ul style="list-style-type: none"> i. to these terms and conditions; ii. to the Promoter's General Terms and Conditions of Entry; and iii. to the Promoter's Privacy Policy, 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. 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. 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. Entrants warrant that all information provided in their Entry is correct for the purpose of the Promotion and, in the event that the Entry contains any information about or in relation to a third party, the Entrant has obtained consent from that third party to provide their information to the Promoter. g. Entrants warrant that the content of the Entry is their own intellectual property and does not infringe copyright, trademark or other legal rights of any person and by entering this Promotion Entrants hereby assign, transfer and convey all current and future intellectual property rights, title and interest in their Entry, excluding the Entrants' personal details, to the Promoter and agree to do all things reasonably necessary to give effect to such ownership and assignment (including but not limited to the signing of documents). Entrants will not be compensated for this assignment. h. 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 Promotion. i. 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. j. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion. k. The Promoter is not responsible for any problems, congestion or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems, telecommunications congestion 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. l. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard. m. 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. n. 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. o. 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. |

- p. 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.
- q. 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.
- r. 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.
- s. 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.
- t. 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).
- u. 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:
 - i. 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
 - ii. 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.
- v. 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.
- w. 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.
- x. If a prize involves travel, any responsibility for travel requirements, such as passports, vaccinations, travel insurance and any incidentals relating to travel are the responsibility of the Winner.
- y. 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.
- z. 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.