

Nine Radio and Scenic Eclipse Antarctica, South Georgia & the Falkland Islands Promotion Terms and Conditions

This is a Game of Chance. By entering into this Promotion, you (**Entrant**) acknowledge and accept the following terms and conditions, as well as the Promoter's general conditions of entry, as amended from time to time.

1. Promotion	Nine Radio and Scenic Eclipse Antarctica, South Georgia & the Falkland Islands Promotion Permit Number. LTPS/2043722
2. Promoter	Harbour Radio Pty Ltd, ABN 89 010 853 317, Ground Floor, Building C, 33-35 Saunders St, Pyrmont NSW, 2009, Ph: 02-8570 0000
3. Promotional Period	Open Date: 12:01 am AEST on Monday 22 June 2020
	Close Date: 6.00 pm AEST on Sunday 5 July 2020
4. Entry Restrictions	<p>a. Entrants must be:</p> <ul style="list-style-type: none">i. at least 18 years of age;ii. residents of New South Wales or Queensland. <p>b. Entrants must not be the employees (or their immediate family members) of:</p> <ul style="list-style-type: none">i. The Promoter and its related bodies corporate; orii. The Prize Provider and its related bodies corporate, as well as associated companies, and linked travel agents.
5. Entry Procedure	<p>a. To be entered into Promotion, Entrants must, during the Promotional Period:</p> <ul style="list-style-type: none">i. visit www.scenic.com.au/2GB website to view the daily competition "codeword" ;ii. visit www.2gb.com and complete the online entry form, including the "codeword" and their contact details, including (but not limited to) name, address, email address and phone number.
6. Selection process	<p>a. The Winner of the Prize will be determined by random draw at the Major Prize Draw Time and Location.</p>
7. Maximum Entries per person	Maximum of one entry per Entrant per week day. Irrespective of the number of users, only one entry per email address per day is permitted.
8. Prize Draw Time and Location	<p>a. Date: Tuesday 7 July 2020 b. Time: 12 noon AEST c. Location: Greeneagle Distribution, 5/9 Fitzpatrick St, Revesby, NSW, 2212 d. Unclaimed Prize Draw Date (if required): Monday 21 September 2020</p>
9. Prize Provider	Scenic Tours Pty Ltd trading as Scenic (ABN 85 002 715 602) Lic. No 2TA 002 633 of Level 15, 56 Pitt Street, Sydney NSW 2000.
10. Prize(s)	<p><u>Prize:</u></p> <ul style="list-style-type: none">● A 19 night Scenic Eclipse voyage to Antarctica, South Georgia & the Falkland Islands departing March 2022.● Return economy airfares from Sydney to Buenos Aires● Return internal economy flights from Buenos Aires to Ushuaia.● Accommodation in a spacious 32sqm Deluxe Verandah Suite (Cat. DA) with butler service, fully stocked premium mini bar, in suite beverages and dining.● A comprehensive choice of on shore experiences led by an expert 16-member Discovery Team by zodiac or kayak.● Engaging lecture and education program with on board experts-● Up to 10 dining experiences, inspired by all four corners of the globe.● Eight spacious bars and lounges with all premium beverages complimentary#● Indulgent 550m2 Senses Spa#, gym, yoga and Pilates studio - a haven of pure tranquility where you can unwind after your discovery explorations.● Indoor swimming pool, plus Scandinavian-inspired outdoor vitality spa● Complimentary expedition parka, water bottle plus use of special polar boots● Complimentary Wi-Fi● All tipping, transfers and taxes on board and on shore● Return airport transfers in Australia 9 Sydney Only) to/from airport within a 50 km range^ <p>Note: # Spa Treatment, Helicopter and Submarine experience and a select range of alcoholic beverages on the Chairman's Wine List are at an additional cost.</p> <p>Note: ^ Transfers to and from Australian airport are based on a 50km range, additional surcharges will apply if Winner is outside this range:</p> <ul style="list-style-type: none">● All zones are based on airport to/from suburbs● Rates include waiting time at the airport terminals● Rates exclude Tolls, Parking and Airport Fees if applicable.● There is a 25% surcharge between the hours of 00:01 and 05:59● Rates are for direct airport transfers only; any deviation will incur additional costs.● Larger vehicles are available on request.● Baby seats will be charged at \$22.00 for each transfer● A State Government Levy of \$1.10 charged additionally for all N.S.W., VIC and S.A. bookings. <p>Total maximum value of the prize is up to \$68,000, correct as of 30 April 2020.</p>

11. Prize Restrictions	<p>Prize restrictions:</p> <ol style="list-style-type: none"> The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment. The Prize cannot be transferred or exchanged for cash. The Winner must use the Prize on the dates specified by the Prize Provider. Travel must be booked with Prize Provider within three months of the draw date and is subject to availability of all elements of the Prize. The Prize cannot be used in conjunction with any Frequent Flyer Program or the Scenic Loyalty Program, Scenic Club. The Prize is subject to dates already scheduled for the ocean cruise, as well as any prevailing terms and conditions of the Prize Provider. The Prize does not cover any other travel costs not included above. All components of the Prize must be taken together. Travel restrictions may apply. The Prize Winner and their travel companion must travel together. Meals as specified in the itinerary are included, but transfer fees (other than specified in the itinerary) domestic travel to and from departure point, passports, Visas, vaccinations, telephone charges, laundry, additional nights or upgrades and any other personal expenses and travel insurances are the responsibility of the Winner. All drinks are included except for a very small number of rare, fine and vintage wines, champagnes and spirits. Spa treatments are at prize winner's own expense. Helicopter and submarine excursions are at an additional cost and must be booked and paid for on board. Excursions are strictly limited and subject to availability, weight restrictions, medical approval and weather and ice conditions. Any travel or entry documentation and arrival fees are the responsibility of the Winner and their travel companion. It is the Winner's responsibility to check with all government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, payments and expenditure incurred as a result of not meeting such requirements are the sole responsibility of the Winner and his/her guest. If for any reason the winner is unable to accept the Prize as stated, and/or within the date indicated, the winner will forfeit that Prize and no compensation will be given in lieu.
12. Notification of Winners	<ol style="list-style-type: none"> The Winner will receive notification by email to the email address provided at the time of entry. The Winner's name and suburb will also be published on www.2gb.com on Wednesday 8 July 2020. In the event of an unclaimed prize draw being required, the Winner's name and suburb will be published on www.2gb.com on Tuesday 20 October 2020.
13. Additional Terms	<ol style="list-style-type: none"> By entering the Promotion, the Entrant accepts and agrees: <ol style="list-style-type: none"> to these terms and conditions; to the Promoter's General Terms and Conditions of Entry; and 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). 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. 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. 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. 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. 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. 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. 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. 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. If an Entrant be deemed by the Promoter to be ineligible, the Entrant may not participate further in the Promotion. 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. All decisions are at the discretion of the Promoter and no discussion or correspondence will be entered into in this regard. 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. 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. 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

	<p>specified.</p> <p>p. 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. Any such redraw will take place at the same time and place as the original draw, on the Unclaimed Prize Draw Date.</p> <p>q. 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> <p>r. 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.</p> <p>s. 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> <p>t. 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:</p> <ul style="list-style-type: none"> 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. <p>u. 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.</p> <p>v. Entrants must not, in connection with this Promotion:</p> <ul style="list-style-type: none"> 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. <p>w. If any Entrant or their entry are deemed by the Promoter to breach these Terms, the entry (or at the Promoter's discretion, all of an Entrant's entries) may be discarded. The Promoter 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 Promoter may, at any time, require an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of their entries (including documentation establishing 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.</p>
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