

### 'Beat the Boof' 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 (**Terms**).

<b>1. Promotion</b>	<b><u>Beat the Boof</u></b> Permit Number: LTPS/19/33842
<b>2. Promoter</b>	Radio 2UE Sydney Pty Ltd Ground Floor, Building C, 33-35 Saunders Street, Pyrmont NSW 2009 ABN 93 000 796 887 <b>Tel: 02 8570 0000</b>
<b>3. Promotional Period</b>	Open Date: Monday 6 May at 5.30am Close Date: Friday 24 May at 7.00pm unless terminated earlier due to exhaustion of the Total Prize Pool.
<b>4. Entry Restrictions</b>	a. Entrants must be: i. at least 18 years of age; ii. not previously have won a Prize in this Promotion; and iii. residents of New South Wales, Queensland, Victoria or Western Australia. 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.
<b>5. Entry Procedure</b>	a. To be entered into the Promotion, Entrants must, during the Promotional Period: i. Listen to Breakfast with Mark Levy and Mark Riddell between 5.30am-10.00am ( <b>'Breakfast'</b> ) and Drive with Mark Allen and David Schwarz between 3.00pm and 7.00pm ( <b>'Drive'</b> ) each weekday during the Promotional Period; ii. Listen for a cue to call; and iii. On hearing the cue to call, call the open line on 13 12 83, and be the first caller through the operator, provide their full name, address, email and telephone number and satisfy any criteria specified in the cue to call.
<b>6. Prize Determination Process</b>	a. Each Entrant will be played a voice recording of 'Boof' where he will announce increasing amounts of money (for example " \$5..... \$10.....\$50....\$100", etc); b. Entrants must say "Stop" before hearing 'Boof' say the words "Got Him" This may be at a different point in the recording each time it is played; c. The Prize will be the amount of cash announced during the voice recording immediately before the Entrant says 'Stop'; and d. Only Entrants who call "Stop" before hearing 'Boof' say "Got Him" will be declared Winners of a Prize. Entrants who say stop during or after 'Boof' says "Got Him" will not win a Prize. e. Winners must provide their bank details to the Promoter to receive the Prize.
<b>7. Maximum Entries per person</b>	Entrants may enter the Promotion an unlimited number of times until they win a Prize, after which time they will no longer be eligible to win a Prize.
<b>8. Prize Draw Time and Location</b>	a. Prize Draw Date: Prizes will be drawn twice each weekday during the Promotional Period. b. Time: i. Breakfast: (approx.) between 5.30am-10.00am; and ii. Drive: (approx.) between 3.00pm and 7.00pm, or at such other time as may be announced by the Promoter from time to time. c. Location: Ground Floor, Building C, 33-35 Saunders Street, Pyrmont NSW 2009.
<b>9. Prize Provider</b>	Radio 2UE Sydney Pty Ltd ABN 93 000 796 887 Ground Floor, Building C, 33-35 Saunders Street, Pyrmont NSW 2009
<b>10. Prize(s)</b>	<b><u>Prize:</u></b> a. Number of Prizes: 30 b. Prize value: Up to \$5000 as determined by the Prize Determination Process c. Prize description: a cash prize delivered by way of bank transfer (subject to receipt of correct bank details by the Promoter)  <b>d. Total Prize Pool: \$20,000</b>
<b>11. Prize Claim and Delivery</b>	a. Winners will be required to provide correct bank details to operator immediately after winning Prize. b. The Promoter will use reasonable efforts to ensure payment is made via bank transfer to the Winner's nominated bank account within 21 business days of receipt of bank details. c. Following the bank transfer to the details provided by the Winner, Promoter's obligation to supply the Prize is satisfied and the Promoter takes no responsibility where a Winner has supplied incorrect or incomplete bank details.
<b>12. Notification of Winners</b>	a. In addition to the Prize Draw Process outlined above: i. the Winners' names will be announced live on air on each Draw Date; ii. Winners will receive notification by email and telephone using the email address and telephone number provided at the time of entry; and iii. Winners' names and suburbs will also be published on <a href="http://www.sportsradio.com.au/competition/competition-winners/">www.sportsradio.com.au/competition/competition-winners/</a> .
<b>13. Additional Terms</b>	a. By entering the Promotion, Entrants accept and agree: i. to these terms and conditions; ii. to the Promoter's <a href="#">General Terms and Conditions of Entry</a> , and iii. to the Promoter's <a href="#">Privacy Policy</a> , 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. Throughout and after the Promotional Period, the Promoter may contact Entrants to interact with Promoter on air, online, via social media or by other methods in relation to the Promotion.
- c. Entrants (and their companions if relevant) may be required to participate in publicity, photography, recording, filming and other promotional activity as the Promoter requires, without any compensation.
- d. Entrants under the age of 18 years (when eligible to enter) must also have a parent's or guardian's consent to enter the Promotion.
- e. Entrants assign, by way of present assignment of future copyright, their rights (if any) in any materials obtained by the Promoter in relation to the Promotion, and the Promoter may use them in any medium (including, without limitation, the internet) and in any manner the Promoter sees fit.
- f. It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of Entrants for the purposes of the Promotion or any matter incidental to the Promotion. This means that by entering, the Entrant consents to their Entry being broadcast on air and to their telephone and other conversations with the Promoter or its representatives being broadcast on air and communicated to the public via any medium. Entrants will not be compensated for this use.
- g. Every Entry, including any answers, photos, videos or statements provided in an Entry (**Entry Content**), must be Entrant's original work and not copied.
- h. The Promoter may reproduce and amend an Entry (including the Entry Content) and may use (or allow others to use) an Entry and any rights in relation to an Entry, to publicise this Promotion or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of an Entry or any amended version of it.
- i. Entrants warrant that the content of the Entry is their own intellectual property, or the Entrant has obtained consent from any relevant third parties to provide their information to the Promoter, and that all information provided in their Entry is correct for the purpose of the Promotion, and the Entry does not infringe copyright, trademark or other legal rights of any person. By entering the 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.
- j. Entrants warrant that their Entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Entries must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).
- k. The Promoter may draw additional reserve entries in a Promotion draw and record them in order, in case a winning Entry/Entrant is deemed invalid or a Prize is unclaimed.
- l. If an Entry are deemed by the Promoter to breach these Terms, the Entry may be disqualified. The Promoter and its representatives may conduct security and ID verification checks in their absolute discretion to determine an Entrant's or Entry's eligibility to enter a Promotion 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 and Entry (including documentation establishing Entrants' identity, age, place of residence and place of employment).
- m. Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- n. Entrants must not:
  - i. tamper with the Entry process;
  - ii. engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
  - iii. act in a disruptive, annoying, threatening, abusive or harassing manner;
  - iv. do anything that may diminish the good name or reputation of the Promoter, or of the agencies or companies associated with the Promotion;
  - v. breach any applicable law; or
  - vi. behave in a way that is otherwise inappropriate.
- o. The Promoter has the right to temporarily or permanently disqualify any person from taking part in any promotions conducted by the Promoter if, in its sole discretion, the Promoter deems that person to have broken any terms applicable to the Promotion.
- p. All decisions by the Promoter are final and at the discretion of the Promoter. No discussion or correspondence will be entered into in this regard.
- q. If a 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 a Promotion subject to approval from any relevant authority.
- r. Unless otherwise stipulated in these Terms, 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.
- s. Prizes must be claimed at the time of notification or as otherwise specified by the Promoter. Where a winner is deemed invalid or does not claim their Prize when and in the manner specified, the Promoter may determine a new winner in its absolute discretion and in accordance with applicable legislation.
- t. 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
  - ii. Execute a Deed of Release and Indemnity in a form prescribed by the Promoter or a prize provider in order to participate further in the Promotion.
- u. Notwithstanding any other condition of these Terms, the Promoter reserves the right to amend these Terms, and to modify, cancel or withdraw the Promotion at any time if it is unable to run as planned, subject to any regulatory requirements.
- v. The Promoter is not responsible for any problems, congestion or technical malfunction of any phone, 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.
- w. 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.

	<ul style="list-style-type: none"><li>x. 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.</li><li>y. 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.</li><li>z. The Promoter 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.</li><li>aa. 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 Terms 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. Subject to the previous paragraph, the Promoter and the agencies and companies associated with this Promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this Promotion or any Prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).</li><li>bb. All Prize values stated are the recommended retail value as provided by the Prize supplier, are in Australian dollars and are correct at the time of the launch of the Promotion. The Promoter takes no responsibility for variations in the Prize value.</li><li>cc. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prizes. Independent financial advice should be sought.</li></ul>
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