

# **3AW Rumour File Promotion Terms and Conditions**

In order to be entered into the draw to win the Prize, you (Entrant) must 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.

- 1. Promotion 3AW Rumour File
- **2. Promoter** Radio 3AW Melbourne Pty Ltd trading as Radio 3AW of Media House, Level 7, 655 Collins Street, Docklands VIC 3008; ABN 47 006 962 358
- **3. Promotional Period** Opens Monday 12 December 2016 and closes Thursday 8 December 2017 at 7:20AM AEDST
- 4. Entry Restrictions

#### **Entrants must be:**

- at least 18 years or older;
- residents of Victoria
- Hold a current Victorian driver's licence

### Entrants must not be:

- employees of Macquarie Media Limited group of companies (including 3AW) or their immediate family members;
- employees of Lexus of Blackburn and all independent Lexus Dealerships, or their immediate family members; or
- employees of agencies associated with this promotion, or their immediate family members.

# 5. Entry Procedure

To be entered into the Major Prize Draw to win the Prize, entrants must, during the Promotion Period, contribute to the Rumour File segment by contributing a rumour via:

- (i) phoning 3AW's talkback line on 03 96 900 693 or 13 13 32 (cost of a local call)
- (ii) Sending an email to <a href="mailto:breakfast@3aw.com.au">breakfast@3aw.com.au</a> or through http://www.3aw.com.au/shows/3AWBreakfast
- (iii) Sending a Facebook message at www.facebook.com/3AWBreakfast

(and

- b) being nominated as the 'weekly Rumour File winner'; or
- c) being nominated as a 'wildcard entrant' by the 3AW On-Air Breakfast Program team

Nominations of the 'weekly Rumour File winner' and the 'wildcard entrant' are made at the absolute discretion of the Promoter, and are announced on air at the end of each week.

The Promoter will draw a name at random from the combined group of 'weekly Rumour File winners' and 'wildcard entrants' for the Major Prize to determine a Winner.

# 6. Maximum Entries per person

There are no maximum entries per person. An entrant may be nominated as a Weekly Rumour File winner or nominated as Wildcard Entrant on more than one occasion.

## 7. Major Prize Draw Time and Location

Major Prize Draw Date: Friday 8 December 2017

Time: 7:20AM (approximate)

Location: 3AW studios, Media House, Level 7, 655 Collins Street, Docklands, VIC, 3008

#### 8. Prize Provider

Lexus of Blackburn, a division of Moorelex Pty Ltd (ACN 110 296 341)

#### 9. Prize

Vehicle: Lexus IS 200t Luxury sedan valued at \$64,694,

from Lexus of Blackburn, the Prize Provider. Cost is correct as of 5 December 2016.

- Engine Configuration: In-line 4
- Engine Capacity: 1998 cc
- Fuel consumption ADR 81/02 (combined): 7.5 L/100km
- Maximum power 180 kW
- Warranty duration 48 Months or 100,000km
- The IS 200t Luxury all colours available in the range are premium paint. The only colour that is not inclusive of premium paint is onyx black this is on specific orders only. This colour will not be available.
- The wheels/alloys 17" Luxury Alloy Wheels

### Exterior

- Dimensions (mm): 4,680 L x 1,810 W x 1,430 H
- 17" Luxury Alloy Wheels
- Bi-LED Headlights with washers
- LED Daytime Running Lights (DRLs)
- Keyless Smart Entry (2 door)
- Rain Sensing Wipers
- Clearance & Reversing Sonar (8 head)
- Electric Retractable, Heated and Self-dimming Exterior Mirrors
- Approach Lighting including Puddle Lights
- Sharks Fin Antenna
- Chromed Dual Exhaust with Diffuse

# Interior

- 10.3" Multimedia screen with Lexus Remote Touch Controller
- Satellite Navigation System with SUNA Live Traffic Alerts
- 10 Speaker Pioneer DVD Audio including Digital Amp, USB & AUX Inputs
- Dual Zone Climate Control Air Conditioning
- S-Flow Energy Saving Air Conditioning
- Smart Start & Push Button Start

- Power Operated Front Seats
- Leather Accented Interior
- Heated & Ventilated Front Seats
- Enform App Suite
- Digital Radio with Time Shift
- Bluetooth® Mobile Phone Connectivity
- Multimedia Voice Control
- 60/40 Split Fold Rear Seats
- Drive Mode Select ECO, NORMAL and SPORT
- Power Tilt & Telescopic Steering Wheel
- Rear Armrest with Cupholders
- Touch-sensitive Air Conditioning Controls
- 4.2" Colour Multi Information Display (MID)
- 480 Litre Cargo Storage

# Safety

- Reversing Camera with Rear Guide Assist (RGA)
- Pre-Collision Safety System (PCS) with Pre-Collision Braking (PCB)
- Lane Departure Warning with Steering Assist (LDW+)
- Radar Active Cruise Control (ACC)
- Automatic High Beam (AHB)
- Ten SRS Airbags
- Vehicle Stability Control (VSC) & Traction Control (TRC)
- Hill-start Assist Control (HAC)
- Vehicle Dynamics Integrated Management (VDIM)
- Pop-up Pedestrian Sensing Safety Bonnet
- Self-dimming Interior & Exterior Mirrors
- Tyre Pressure Warning System
- Clearance & Reversing Sonar (8-head)
- Anti-theft Horn with Intrusion Sensor
- Emergency Flashing Brake Lights
- Rear Seatbelt Monitor
- Anti-lock Brakes (ABS)
- Electronic Brakeforce Distribution (EBD) & Brake Assist (BA

# Performance

- 2.0 Litre Turbo Intercooled Petrol Engine with Direct Injection
- Maximum Power of 180kW
- Maximum Torque of 350Nm
- 8-speed Automatic Transmission with Sequential & Paddle Shift
- Stop & Start Engine System
- Fuel consumption (Combined) 7.5 L/100km1
- Drive Mode Select ECO, NORMAL and SPORT
- 1,500kg Braked Towing Capacity15
- Electric Power-assisted Steering (EPS)
- Double Wishbone Front Suspension
- Multi-link Rear Suspension
- Dual Exhaus

The prize includes on road costs, dealer delivery fee and government statutory charges. All optional extras and accessories, comprehensive insurance, fuel and all other ancillary or related costs are excluded and are the responsibility of the Winner.

#### 10. Prize Restrictions

The Winner's details may be provided to a Prize Provider for the purposes of prize fulfilment. The Prize Provider will contact the winner within 28 days to make arrangements for the Prize to be given to the Winner. The prize is subject to any terms and conditions imposed by the Prize Provider.

The prize cannot be transferred or exchanged for cash.

The Winner must provide all information and sign all documentation necessary to enable the Promoter to register the vehicle in Victoria.

#### 11. Notification of Winner

The Major Prize winner's name will be announced on-air on the Draw Date. The Major Prize winner will also receive a letter confirming their prize from the Promoter and their name and suburb will also be published on 3aw.com.au for a minimum of 28 days.

#### 12. Additional Terms

- I. Participation in this Promotion constitutes acceptance of these terms and conditions.
- II. 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.
- III. Entrants may be required by the Promoter and/or a nominated Prize Provider, to participate in photo, recording, video and/or film session(s) and acknowledge that they assign the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
- IV. It is a condition of Entry that the Promoter and/or a nominated Prize Provider, has 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/or to their telephone and other conversations with the Promoter and/or a nominated Prize Provider, being broadcast on air and communicated to the public via any medium, including but not limited to social media and the 3AW website. Entrants will not be compensated for this use.
- V. The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion.
- VI. Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard.
- VII. All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prize is exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

- VIII. 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.
  - IX. Prize(s) will be awarded as specified in the Prize details in item 9. 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(s) is/are 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.
  - X. All Prizes and/or parts of the Prize(s) are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions and/or as stipulated by the Prize Provider and are not redeemable for cash unless cash is specified. The Promoter and/or a nominated 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.
  - XI. 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.
- XII. The Promoter and its agencies and representatives associated with this Promotion, including and/or a nominated 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).
- XIII. The entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s). If Entry or a Prize involves travel, stunts or challenges the Promoter may require the participants to:
  - a. Submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and/or redeem a Prize; and/or
  - b. Execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and/or redeem a Prize.
- XIV. The Promoter and/or a nominated Prize Provider, accepts 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.

XV. By entering the Promotion, the Entrant agrees to the Promoter's Privacy Policy as amended from time to time and available on the Promoter's website. 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.

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