

**TERMS & CONDITIONS:
RIVER 94.9'S SANTA'S SACK**

By entering into the competition "River 94.9's Santa's Sack", you (the **Entrant**) acknowledge, accept and agree to the following terms and conditions, as amended as required and displayed on the Promoter's webpage, or Point of Entry.

1. Competition	RIVER 94.9'S SANTA'S SACK
2. Promoter	<p>Participating station(s): River 94.9 of Cnr Pine Mountain Road & Hill Street, North Ipswich QLD 4305</p> <p>Registered business name of: Grant Broadcasters Pty Ltd (ABN 66 000 667 470) of Level 3, Suite 303, 10-12 Clarke Street, Crows Nest NSW 2065</p>
3. Promotion Period	<p>The promotion period begins at 12:01am AEST Monday 22nd November 2021.</p> <p>The promotion period ends at 11:59pm AEST Friday 17th December 2021.</p> <p>Entrants may enter the promotion at any time during the promotion period, however their entry must be valid as outlined below in Entrant Eligibility.</p>
4. Entrant Eligibility	<p>To be deemed a valid Entrant in the promotion, Entrants must comply with the following conditions:</p> <ul style="list-style-type: none"> • must be a citizen or permanent resident of Australia; • must be a resident of, and reside in Queensland; • must be aged 18 years of age or over; • must not have previously won a prize (valued at \$500 or more) within the last 90 days through a promotion managed by the Promoter; • must not be an employee of, or the immediate family members (spouse; de facto spouse; or natural, adopted or step, parent, child, or sibling) of the employees of the Promoter, the Prize Provider(s), or any of the suppliers or agencies associated with this promotion, or any of the related bodies corporate (as defined in s50 of the <i>Corporations Act 2001 (Cth)</i>) of the Promoter, the Prize Provider(s), or of those suppliers or agencies; • must consent to appearing On Air and on video, to be shared and released at the sole and absolute discretion of the Promoter; • Must consent to providing proof of residence to the Promoter (e.g. Driver's license, utilities statement, etc.) • Must be available to claim prize on Friday 17th December 2021 at Ipswich location (to be specified by the Promoter) as outlined below in Prize Draw (entries cannot be transferred to someone else and the prize cannot be claimed on behalf of an Entrant) • Must adhere to any Queensland Government and/or venue restrictions and rules regarding COVID Health and

	Safety guidelines, such as (but not limited to) vaccine mandates.
5. How to Enter	<p>To be entered into the promotion, eligible Entrants must, during the promotion period, undergo one of the following entry mechanics:</p> <p>ON AIR ENTRY:</p> <ul style="list-style-type: none"> • Entrants must listen to River 94.9 and the Santa's Sack contesting segments • During the contesting segment the Promoter will solicit for callers on air, only Entrants who adhered to the above Entrant Eligibility are eligible to enter during the contest segment • Valid Entrants must call the station on 07 3813 1949 and the first successful and valid caller to be chosen by the Promoter at their sole and absolute discretion will be deemed the winner of that contesting segment and will be placed on the standby list • Numerous contesting segments will repeat throughout the Promotion Period • Successful Entrants who are placed on the standby list will be contacted directly by the Promoter who will explain the details of the Santa's Sack Event (as outlined below in Promotion Format) <p>ACTIVATION ENTRY:</p> <ul style="list-style-type: none"> • Entrants must listen to River 94.9 and the Santa's Sack activation announcements, revealing where representatives of the Promoter are located for a limited time period • Once at the location, the Promoter will invite the Entrant to take part in a game (which will be explained on location by the Promoter) to win their chance to be placed on the standby list • If the Entrant successfully completes the game (as determined by the Promoter in their sole and absolute discretion) they will be placed in a draw with all other successful Entrants from that particular activation • The Promoter will contact the draw winners and inform them they are placed on the standby list and explain the details of the Santa's Sack Event (as outlined below in Promotion Format) • The number of winners to be chosen from each activation draw may vary and is at the Promoter's sole and absolute discretion, however there will always be at least one (1) per draw <p>Entrants must only enter for themselves and cannot enter on behalf of another person.</p>

	<p>Entries will be disqualified and will not be eligible for the promotion if they are deemed to (at the Promoter's sole and absolute discretion) adhere to any of the following conditions:</p> <ul style="list-style-type: none"> • are made more than once (in this instance the Promoter will consider the first entry to be the only valid entry); • have been made with false or misleading information • the Entrant does adhere to the conditions outlined above in Entrant Eligibility <p>The Promoter's selection of Participant(s) for the promotion from the list of valid Entrants is final (at their sole and absolute discretion).</p>
<p>6. Number of Entries</p>	<p>Entrants may enter the promotion only once during the promotion period.</p>
<p>7. Promotion Format</p>	<p>During the promotion period, the Promoter adds listeners to the standby list as detailed above in How to Enter. The Promoter will take a minimum of one hundred (100) Entrants on the standby list during the Promotion Period. The maximum number of Entrants may vary and is at the sole and absolute discretion of the Promoter.</p> <p>The Promoter will contact each Entrant on the standby list and invite them to appear at the Santa's Sack Event at Ipswich Show Grounds, 81 Warwick Road, Ipswich QLD 4035 on Friday 17th December 2021 between 06:00am AEST and 09:00am AEST.</p> <p>At the Santa's Sack Event Entrants will be required to register and they will be placed into a Random Draw. Entrants must be present at the location and register in order to be placed into the draw. From the draw the Promoter will select one (1) Entrant who will become our Winner.</p> <p>The method for the Random Draw will be revealed by the Promoter at the Santa's Sack Event. The results of the draw are final and will not be negotiated into.</p> <p>The Winner be will be awarded the Major Prize (as outlined below in Prize Description). The awarding of the Prize is final and at the Promoter's sole and absolute discretion.</p>
<p>8. Prize Description</p>	<p>There is one (1) Prize available to be won as follows:</p> <p>Major Prize</p> <ul style="list-style-type: none"> • A collection of items and vouchers supplied by business partners of the Promoter, valued at over \$10,000 AUD. • Exact details of the prize will be revealed by the Promoter during the Promotion Period.
<p>9. Prize Value</p>	<p>The maximum Prize (as outlined above in Prize Description) is valued at \$10,000 AUD.</p>

	The value of the Prize may alter as the Promoter may alter elements of the Prize as desired throughout the Promotion Period .
10. Prize Restrictions	To claim the Prize (as outlined above in Prize Description) the Winner(s) must agree to the following conditions: <ul style="list-style-type: none"> • no part of the Prize can be exchanged or redeemed for cash or any other prize (unless directly specified by the Promoter); • no part of the Prize can be transferred to another person; • the Prize is subject to the Terms & Conditions of the Prize Provider(s), including (but not limited to) any airlines, hotels, or other suppliers or providers; • the Prize only includes the items supplied by the prize providers. All additional cost associated with claiming and/or utilising the Prize are the sole responsibility of the Winner;
11. Notification of Winner(s)	Valid Entrants that are selected to be added to the standby list will be notified by the Promoter . The valid Entrant that is selected as the Winner will be notified by the Promoter at the time of the draw. The Winner will be notified by the Promoter of the prize they have won at the Santa's Sack Event.
12. Forfeit and Re-selection	If an Entrant or Participant cannot be contacted by telephone (following reasonable efforts and waiting periods by the Promoter) the Promoter has the discretion to withdraw the offer, following which that Entrant or Participant is deemed to have forfeited their place in the promotion. The Promoter may then choose to select another Entrant as a replacement.
13. Issuing the Prize	At the conclusion of the promotion period , the Promoter will contact the Winner to arrange the delivery of the Prize .
14. Publicity	As part of the promotion, the Promoter will require the Winner to participate in an On Air radio interview(s), and video content to be published on the Promoter's websites and shared through the Promoter's social media channels. The Winner may also be required to appear On Air at a later date (at the discretion of the Promoter) to provide further content.
15. Privacy	By entering this promotion all Entrants accept the Promoter's Privacy Policy as amended from time to time and available on the participating radio station websites. All Entrants' details are automatically entered on the Promoter's promotions database. The Promoter also maintains a record of the winner's details.

	<p>By entering into this promotion, each Entrant consents to his or her personal information (as that term is defined in the <i>Privacy Act 1988 (Cth)</i>) being used for:</p> <ul style="list-style-type: none"> • the purpose of distribution of the Prize by the Promoter, the Prize provider(s) and third parties; • publicity purposes by the Promoter for the purpose of the promotion, including broadcast on radio and publication online and on social media of the Entrant's first and last name, the Entrant's suburb and state of residence, and the Entrant's likeness, voice and character if that Entrant is a Winner; • direct marketing by the Prize provider(s) for goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material); and • direct marketing by the Promoter for future competitions and other goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material).
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16. General Terms & Conditions

- a) The Promoter and its representatives may conduct security and identification verification checks in their absolute discretion to confirm whether an Entrant is eligible to enter the Competition and whether any winner drawn is eligible to win the Prize.
- b) The Promoter reserves the right to disqualify entries if those entries do not comply with these Terms and Conditions.
- c) The Promoter reserves the right to disqualify entries where the Entrant has tampered with the entry process or tampered with the operation of the Competition or any website of the Promoter or engaged in any improper conduct calculated to affect the fairness of the Competition. The Promoter further reserves its rights to recover costs from any Entrant who engages in this conduct.
- d) All decisions by the Promoter are final and at the discretion of the Promoter. The Promoter will not enter into discussion or correspondence about any decisions affecting this Competition.
- e) The Promoter is not responsible for:
 - i) lost, late or misdirected entries; or
 - ii) 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 any Entrant from successfully entering the Competition.

- f) The value of the Prize is accurate and based upon the recommended retail value of the Prize (inclusive of GST) as at the start date of the Promotional Period. The Promoter does not accept responsibility for any variation in the value of the Prize after that date.
- g) If the Prize or a portion of the Prize is unavailable for any reason the Promoter reserves the right to substitute the Prize (or that portion of the Prize) for a prize of equal or greater value and/or specification, subject to the written directions of any regulatory authority.
- h) Despite any other term or condition of these Terms and Conditions, the Promoter reserves the right to withdraw the Competition at any time and for any reason whatsoever, subject to any regulatory requirements.
- i) Each Entrant, the winner and the winner's travelling companion release from, and indemnify the Promoter, the Prize provider(s) and their related bodies corporate against, all loss, (including but not limited to indirect or consequential loss), damage, expense and personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) arising from the participation in the Competition or acceptance of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- j) A winner and the winner's travelling companion have 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 or the Prize provider(s) will be rendered with due care and skill and that any goods will be of acceptable quality. These Terms and Conditions 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.
- k) The Promoter does not accept responsibility for any tax or other financial implications that may arise from winning of the Prize. Entrants must obtain their own independent financial advice.
- l) Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.