

3AW FOOTY TIPPING COMPETITION 2018 - TERMS & CONDITIONS

In order to be eligible to win a Prize, you (entrant) must acknowledge and accept the following terms and conditions and the radio station's general conditions of entry as amended from time to time.

For the purpose of this Competition the following definitions apply:

Away Team – means the second team listed for each Match (using the format “Home” team v “Away” team) in the official 2018 Toyota AFL Premiership Season Fixture available on the AFL’s official website.

Lockout Time – 10mins before the scheduled starting time of each Match as stipulated by the AFL.

Match – means a game between two teams as designated in the 2018 Toyota AFL Premiership Season Fixture.

Prize Winners Selection Location – Pillar Sports Pty Ltd at Level 1, 71-73 Alexander St, Crow’s Nest, NSW 2065.

Competition – means the 3AW Footy Tipping Competition 2018 and is a sports tipping contest conducted during the course of the 2018 Toyota AFL Premiership Season. It does not include the finals.

Competition Period - see Item 4: Competition Period.

Perfect Score – means correctly selecting all winning teams in each Match in a given Round. A Match resulting in a draw will count towards the achievement of a Perfect Score, as a draw is counted as a correct tip.

Round - means a single round comprising of Match(es) in the 2018 Toyota AFL Premiership Season, excluding the finals series. As at the commencement of this Competition, there are 23 rounds in the 2018 Toyota AFL Premiership Season Fixture.

Website - see Item 3: Website.

Additional capitalised terms are defined as set out in Items below.

DEFINITIONS

ITEM 1: COMPETITION NAME

3AW Footy Tipping Competition 2018

ITEM 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

ITEM 3: WEBSITE

<http://www.3aw.com.au/footytipping>

ITEM 4: COMPETITION PERIOD

Entrants may register for the Competition from 12pm Melbourne time on 12.02.18 until 26.08.18.
The Competition Period ends at the conclusion of Round 23 of the 2018 Toyota AFL Premiership Season.

ITEM 5: ENTRANT RESTRICTIONS

Participation is open to Australian residents and non-Australian residents except where excluded by law or under these rules.

Notwithstanding the ability to participate in the tipping activity, in order to be an eligible entrant to win a Prize, the following

criteria apply:

- An entrant must be a resident of Victoria.
- An entrant must not be an employee or immediate family member of:
 - Macquarie Media Limited group of companies (including 3AW); or
 - agencies associated with this competition.

Only one registration per entrant will be accepted.

Entrants must first register by completing the online registration process on the Website during the competition period.

Entrants will be required to:

- Choose a nickname/alias to identify their entry; and
- Submit the name of their favourite AFL team.

If an entrant already has an account, they may register for the 3AW Footy Tipping Competition 2018 by logging into their pre-existing account and accepting these terms and conditions in order to enter this Competition.

Upon registering for the Competition, entrants will automatically be entered into the “public league”, which will contain all entrants’ tallied scores and the overall rankings. In addition, entrants can create a “private league” and invite other entrants to join the “private league”. “Private leagues” will contain the names and scores of all entrants that are part of that “private league”, but in no way will affect the “public league” rankings.

ITEM 6: METHOD OF ENTRY

An entrant's chances of winning a Prize will not be affected by whether or not they join a “private league”.

Rankings of the “public league” displayed on the Website include the rankings of all entrants and not only the rankings of entrants that are eligible to win a prize.

After registration, entrants may submit tips in all remaining Matches which have not been completed or Locked Out during the Competition Period.

**ITEM 7: JUDGING
DETAILS**

2018 Major Tipping Prize:

There can only be one winner of the 2018 Major Tipping Prize.

The Major Tipping Prize will be determined at the Prize Winners Selection Location at 12pm AEDT on Monday 27th August 2018.

The winner of the 2018 Major Tipping Prize will be the eligible entrant with the unique best score, to be determined by assessing the scoring criteria in the following order until a unique winner is ascertained:

1. The winner of the 2018 Major Tipping Prize will be the eligible entrant with the highest Cumulative Tip Score at the end of the Competition Period.

2. In the event of a tie between two or more eligible entrants with the equal highest Cumulative Tip Score, the winner will be the entrant with lowest Cumulative Margin Score.

3. If this fails to break the tie, the winner will be the entrant with lowest Margin Score in that Round (with respect to the 2018 Major Tipping Prize, the final Round of the 2018 Toyota AFL Premiership Season. Premiership Season Fixture will be the relevant Round to decide a tie in this instance).

4. If, after assessing the three scores above, there is not one unique winner, the entrants who registered for this Competition first in time (of the eligible leading entrants that have been assessed against the three scoring criteria) will be ranked higher and deemed the winner of the 2018 Major Tipping Prize.

Weekly Tipping Prize:

One Weekly Tipping Prize will be awarded for each Round of the Competition. There can only be one winner for each Round.

The Weekly Tipping Prize winner will be determined at the Promoter's premises of Media House, Level 7, 655 Collins Street, Docklands VIC 3008 after the completion of each Round.

The Weekly Tipping Prize winner for each Round will be the eligible entrant who has the highest Tip Score for that Round and the lowest margin score for the first game in the Round.

If there is a tie break between two or more eligible entrants, the entrant that has the highest score on the leader board, up to

and including the Round in which the Weekly Tipping Prize is being awarded, will be the Weekly Tipping Prize winner for that Round.

As with the Major Tipping Prize, in the event that the leading entrants are equal in score in each respect for the Round, the first in time to enter the Competition will be the Weekly Tipping Prize winner for the week.

Submitting tips for each Round

For the first match in each Round, Entrants can pick (tip):

- the team to win the Match; and
- the margin by which the team they pick will win that Match.

For subsequent matches in each Round, entrants can pick (tip):

- the team to win the Match only.

Tips for a particular Match must be submitted before the Lockout Time that applies to the Match, by visiting <http://www.3aw.com.au/footytipping> and submitting their tip entry including their Margin Score, in accordance with the instructions.

ITEM 8: COMPETITION DETAILS

For clarity, an entrant may choose and edit their entered tips for a match at any time before the Lockout Time for that specific Match in a given Round as notified on the Website.

Tip Score

The object is to achieve the highest number of points by correctly tipping which team will win each Match. Points will be awarded to each entrant in each Round after they have registered in accordance with the following:

CORRECT TIP = 1 Point

INCORRECT TIP = 0 Points

BONUS SCORE FOR TIPPING ALL WINNERS CORRECTLY IN ANY GIVEN ROUND = 2 Points

If a Match results in a draw between the two teams playing, the result will be treated as a CORRECT TIP.

If a Match does not proceed, is cancelled or abandoned before the Match is completed, the Match will be treated as an

INCORRECT TIP.

Non-submission of tips by the entrant for any given Match results in the Away Team being selected for the entrant by default.

In the case where the entrant has registered after a Round or several Rounds have been Locked Out, the entrant will receive a Tip Score based on selecting the Away Team in every completed Round and the average Margin Score for all entrants for each completed Round.

Cumulative Tip Score

The Cumulative Tip Score is the sum of all Tip Scores for an entrant for all completed Rounds.

Margin Score

The Margin Score is used as a tie-breaker should more than one entry be ranked equally based on points. The entrant's Match Margin Score is calculated as the difference between the margin selected by the entrant and the actual margin for each match. For example, if a team is tipped to WIN by 10 points and the actual result is a WIN by 5 points, the Match Margin Score awarded for that match will be 5 points. Entrants with a Tip Score of zero for a particular match will receive in the average Match Margin Score for all entrants for that match being awarded.

Non-submission of margin prediction for a particular match will result in the average Match Margin Score for all entrants for that match being awarded.

Cumulative Margin Score is the total of all Margin Scores awarded for all completed Rounds to date.

Major Tipping Prize:

\$25,000 Cash Prize

The Major Tipping Prize is thanks to Mercedes-Benz Berwick.

Restrictions that apply to the 2018 Major Tipping Prize

- The Prize will be paid by the Promoter to the Winner by cheque within 6 weeks of publication of the Winner's name in accordance with Item 10.

**ITEM 9: PRIZE
(DETAILS and
RESTRICTIONS)**

- The Prize is subject to any terms and conditions imposed by the Promoter. The Promoter is not liable for any bank cheque that has been lost, stolen, forged, damaged or tampered with in any way once awarded. The Prize cannot be transferred.
- The Winner's details may be provided to a third party for the purposes of Prize fulfilment.
- The Winner must provide all information and sign all documentation as requested by the Promoter to finalise the award of any Prize.

Weekly Tipping Prize:

23 Weekly Tipping Prizes to give away, one per Round.

Ticket for two people to the 3AW Football Grand Final Eve Breakfast supplied by Mercedes Benz Berwick

One Weekly Tipping Prize will be awarded for each Round of the Competition. (There are a total of 23 Weekly Tipping Prizes to be won). The date of 3AW Football Grand Final Eve Breakfast is Friday 28th September, 2018.

Weekly Prize Value: \$210 per Weekly Tipping Prize

Restrictions that apply to the Weekly Tipping Prize

- The winner's details may be provided to a third party for the purposes of Prize fulfilment.
- The winner must provide all information and sign all documentation as requested by the Promoter to finalise the award of any Prize.
- All attendees under the age of 18 must be accompanied by an adult.

**ITEM 10: PRIZE WINNER
NOTIFICATION and
PUBLICATION DETAILS**

Winners will be notified by email within two days of winning a prize.

2018 Major Tipping Prize winner's details will be published on Website on Monday 27th August, 2018.

If after making reasonable efforts to contact the winner on the contact details provided in the winner's registered account, the 2018 Major Tipping Prize winner cannot be contacted by the Thursday 13th September, 2018 to claim the Prize, the 2018 Major Tipping Prize will be awarded to the next highest winner (which will be determined by applying the Judging Details in Item 7) by Friday, 14th September, 2018.

**ITEM 11: UNCLAIMED PRIZE
DRAW DATE AND
PUBLICATION DATE**

Any winner that fails to claim a Prize forfeits their right to the prize and no other prize or cash payment will be made in substitute to the winner.

The Promoter's decisions in relation to all aspects of this Competition are final and no correspondence will be entered into, including decisions in relation to the number of points achieved or rankings.

ITEM 12: OTHER CONDITIONS

By entering into the Competition, participants consent to their Personal Information (as that term is defined in the Privacy Act 1988) being used for direct marketing, being distributed to related entities and other uses stipulated in our Privacy Policy. For further information, including how to opt out, refer to our Privacy Policy available at <http://www.3aw.com.au/privacypolicy>.

TERMS AND CONDITIONS

1. INTRODUCTION

1.1 By submitting an entry into this Competition, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and our Privacy Policy available at <http://www.3aw.com.au/privacypolicy>.

1.2 These terms and conditions can be downloaded from the website listed in Item 3: Website, and may be amended or updated by the Promoter in its absolute discretion.

2. DURATION

2.1 Eligible entrants must register to participate in this Competition during the period set out in Item 4: Competition Period.

3. ELIGIBILITY

3.1 Entrants must at all times comply with Item 5: Entrant Restrictions. Those entrants who have not complied with Item 5: Entrant Restrictions may, in the absolute discretion of the Promoter, be disqualified.

4. METHOD OF ENTRY

4.1 Entrants may enter the Competition in accordance with Item 6: Method of Entry in the table above. Entrants who have not complied with Item 6: Method of Entry will be disqualified.

4.2 Inaudible, incomplete or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

4.3 Unless otherwise stated in these terms and conditions, no person may register for this Competition more than once and persons may not enter or participate in it on behalf of any third party.

4.4 Any person who is discovered to have used or attempted to use more than one name or account in entering the Competition will be disqualified from participating in the Competition and/or redeeming a Prize.

4.5 All entrants acknowledge that the Promoter may rely on clauses 4.3 and 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

4.6 Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter. An entrant can also update their contact details by accessing and updating their account at <http://www.3aw.com.au/footy tipping>

4.7 Should an entrant be required to submit a third party's personal information as a part of entry into or participation in this Competition, each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Competition has given their implied or express consent for the details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Competition.

4.8 During registration, entrants may refer the Competition to their friends via email using the Refer-a-Friend facility on the Website. If an entrant refers a friend, they warrant that they have obtained their friend's consent to do so prior to sending the email. The entrant indemnifies the Promoter against any claims by any third party for the entrant's failure to obtain consent.

4.9 The Promoter reserves the right at any time to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who in the opinion of the Promoter tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

4.10 The Promoter is not responsible for and has no control over the scheduled start times of any Match. The Promoter will take reasonable efforts to align the Lockout Time with the scheduled AFL Match times, but accepts no responsibility for any misalignment, changes or variations affecting the Lockout Time.

4.11 The Promoter is not responsible for 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 entrants from successfully participating in the Competition. The Promoter accepts no responsibility for any entries or tips not received during the Competition Period or within the required timeframes on the Website.

4.12 If for any reason this Competition is not capable of running as set out in these terms, including due to computer virus, bugs, technical failures or any other causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to government regulations.

5. DRAW / JUDGING

5.1 The judging of each prize will take place in accordance with Item 7: Judging Details and Item 8: Competition Details.

6. PRIZE(S)

6.1 All prizes will be awarded in accordance with Item 9: Prize (Details and Restrictions).

6.2 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

7. PRIZE CONDITIONS

7.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize, and excludes all warranties in relation to supply of a prize, except those that cannot be excluded by law.

7.2 All prizes are subject to availability and non-exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash.

7.3 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

8. NOTIFICATION

8.1 All prize winners will be notified in accordance with Item 10: Prize Winner Notification and Publication Details.

8.2 Details of Prize winners will be published in accordance with Item 10: Prize Winner Notification and Publication Details.

9. PRIZE COLLECTION

9.1 Prizes will be delivered or collected in accordance with Item 9: Prize (Details and Restrictions). The Promoter reserves the right to request winners to provide proof of identity and/or proof of residency. Proof of identity and/or residency considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

10. PRIZE AVAILABILITY

10.1 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 may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.

10.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

11. TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

12. UNCLAIMED PRIZES

12.1 See Item 11: Unclaimed Prize Draw Date and Publication Date.

13. PUBLICITY MATERIALS

13.1 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 any entrants for any Competition or matter incidental to the Competition.

13.2 Entrants consent to their entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air and communicate to the public on the website/s.

13.3 Entrants may be required by the Promoter to participate in photo, recording, live to air radio broadcast or internet simulcast, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Competition that he/she wishes to retain his/her anonymity.

13.4 Entrants also acknowledge that the publicity materials may be provided to the prize providers for the purposes of Competition display or fulfilling the award and delivery of Prizes.

14. COPYRIGHT

By entering this Competition all entrants:

- (a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
- (b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and
- (c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights or privacy rights.

15. RELEASE AND INDEMNITY

15.1 To the extent permitted by law, all entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Competition including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

17. TAMPERING AND OTHER MATTERS

17.1 If for any reason this Competition is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the Competition and/or any draw/s or judging related to the Competition and/or to disqualify any individual who (whether directly or indirectly) causes the same.

17.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Competition repeatedly is prohibited.

17. EXCLUSION OF PARTICIPANTS

17.1 The Promoter reserves the right to exclude any person from participating in the Competition or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.

18. TERMINATION OF COMPETITION

18.1 The Promoter may (subject to approval from regulatory bodies) vary the terms of, or terminate, this Competition at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Competition is terminated.

19. DECISIONS FINAL

19.1 All decisions and actions of the Promoter relating to the Competition and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.

20. FAILURE TO ENFORCE TERMS AND CONDITIONS

20.1 A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

21. PERSONAL INFORMATION AND PRIVACY

21.1 The personal information supplied by entrants when entering this Competition will be used by the Promoter in accordance with its Privacy Policy. Please refer to the Privacy Policy by visiting the Website for more information as entry in this Competition is an agreement to be bound by that policy. All entrants may have their details removed from the Promoter's database by simply contacting the Promoter. If details are removed prior to the conclusion of the Competition and/or award of prize(s), entrants will forfeit their right to claim any prizes.