

Promotion:	River 94.9's \$50k Pay Day
Promoter:	Star Broadcasting Network Pty Ltd (T/A River 94.9 FM) ABN <a href="https://abn.gov.au/abn/92083443501">92 083 443 501</a> , Corner Pine Mountain Road and Hill Street Raymonds Hill North Ipswich QLD 4305. Ph: 07 3813 1000
Promotional Period:	Start date: 12.01am AEDT on 14th May 2018  End date: 5:00 pm AEDT on 1st June 2018 for River 94.9 FM entries and 5:00pm AEDT on 30th May 2018 for onsite entries at Riverlink Shopping Centre and online entries via the \$50k Pay Day webpage on river949.com.
Prizes:	<p>1) There is one (1) x major prize, as part of River 94.9's \$50k Pay Day, of AUD\$50,000. There is a one (1) in fifty (50) chance that the major prize will be won at the Major Draw Game on Saturday 2nd June 2018. One chosen entrant will have a one (1) in fifty (50) chance to win AUD\$50,000;</p> <p>2) If the one entrant at the Major Draw Game draw on Saturday 2nd June 2018 does not select/win the AUD\$50,000 Major Prize, this one participant will win AUD\$1,000 as a consolation prize;</p> <p>3) There are twenty (20) runners up prizes of AUD\$50 Riverlink Shopping Centre gift cards for twenty (20) entrants within the promotion. These twenty (20) entrants will be chosen at random at the Major Draw Game after 10:30am and before 12:00pm (midday) AEDT on Saturday 2nd June 2018. Chosen entrants selected to win one (1) of the twenty (20) runners up prizes must be on site at the River 94.9's \$50k Pay Day major draw location within Riverlink Shopping Centre in North Ipswich, QLD, at the time their win is announced to be eligible to redeem their prize. If an entrant is not at the River 94.9's \$50k Pay Day major draw location within Riverlink Shopping Centre in North Ipswich, QLD, at the time their win is announced, the entrant will forfeit their prize and another entrant will be drawn/selected to receive the forfeited prize.</p>
Eligible Entrants:	<p>Entry is only open to all Australian residents aged 16 years of age or older. Entrants between 16 and up to but not including 18 years of age must have parental or legal guardian approval to enter, and must be accompanied by a legal guardian to participate in the prize draw on the 2<sup>nd</sup> June 2018.</p> <p>In addition, if an entrant under the age of 18 wins a prize, the prize will be awarded to the winner's parent or legal guardian, on the winner's behalf, unless otherwise specified by the Promoter. Both the entrant and the legal guardian must be physically present at the prize draw location to be permitted to participate.</p>

<p>How to Enter:</p>	<p>Entry: To enter the Promotion, an entrant must complete one of the following options:</p> <p>(1) Option 1 – on air with River 94.9 FM: there will be ‘cue to calls’ across weekdays of the promotional period between 10:30am and 5:00pm on River 94.9 FM where by River 94.9 FM’s competition phone line (07 3813 1949) will be the number to call. The person to correctly get through at the time of each ‘cue to call’ will secure their name/entry in the major draw for the promotion. Each entrant is only eligible for one (1) on air entry and once they have received their one (1) entry on air, they are ineligible to enter again (secure a second (2nd) spot in the promotion. A total of forty-five (45) entries will be secured this way ‘on air’; <u>OR</u></p> <p>(2) Option 2 – Riverlink Shopping Centre Purchase: entries will be taken onsite at Riverlink Shopping Centre during the Promotional Period. Shoppers must take their Riverlink Shopping Centre receipt of their purchase (that has been made within the promotional period dates) to the dedicated ‘entry booth’ at Riverlink Shopping Centre where a staff member will complete the shoppers entry for them at the entry portal which will be the \$50k Pay Day webpage at <a href="http://river949.com">river949.com</a>; <u>OR</u></p> <p>3) Option 3 – online at <a href="http://river949.com">river949.com</a>: entries will also be taken via the \$50k Pay Day webpage on <a href="http://river949.com">river949.com</a> during the online entry Promotional Period. All entrants will need a current Riverlink Shopping Centre outlet receipt, obtained within the promotional period to be eligible to enter.</p> <p>A total of five (5) eligible entries will be secured this way from the online entries submitted via the webpage for River 94.9’s \$50k Pay Day at <a href="http://river949.com">river949.com</a>, being from entries submitted by ‘entry booth’ staff at Riverlink Shopping Centre or by people themselves via the website.</p> <p>For option 2 and option 3, people may enter up to twenty (20) times, but a unique receipt number for an eligible Riverlink Shopping Centre outlet purchase must be used each time. That is, the same receipt cannot be used to enter this competition multiple times.</p> <p>Completion of any option above amounts to an “Eligible Entry” and for option 2) and 3) an “Eligible Entry/Qualifying Purchase”.</p> <p>Entries will be allocated into the draw, as per the entrant’s date/time of their win on air and for the five (5) online entries from the webpage for \$50k Pay Day on <a href="http://river949.com">river949.com</a>, they will be allocated the date and time of 5:00pm Wednesday 29th May 2018 (all online entries require a Riverlink Shopping Centre retailer transaction receipt obtained during the Promotional Period), and in accordance with the ‘Entries Permitted (Consumers)’ section below.</p>
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	<p>Proof of purchase: To be eligible to enter online via the \$50k Pay Day webpage, the Riverlink Shopping Centre consumer entrant must retain proof of purchase. The proof of purchase required is an original receipt for the Qualifying Purchase. Proof of purchase may be requested by the Promoter to validate an entrant’s entry/entries. Entrants that secure one (1) of the five (5) entries into the promotion via the \$50k Pay Day webpage on river949.com will be required to bring their Riverlink Shopping Centre receipt that was used upon submitting their entry to the major draw to show to River 94.9 FM at the major draw. The receipt will need to be sighted by River 94.9 FM in order for these entrants to take place in the major draw.</p> <p>Any information provided to contestants, including prize information, letters and other forms of information about the competition including, but not limited to, letters, phone calls, instant messaging, emails or verbal communication from River 94.9 FM staff also form part of the competition terms and conditions. Any terms and conditions by any 3<sup>rd</sup> party insurer, underwriter or their agent to River 94.9 also form part of the competition terms and conditions. These can be requested from River 94.9 FM at any time by emailing admin@river949.com.</p>
<p>Entries Permitted:</p>	<p>Riverlink Shopping Centre consumers eligible entrants who complete an Entry in accordance with these Terms and Conditions will automatically be awarded one (1) Consumer draw entry in the competition for every Riverlink Shopping Centre outlet receipt they provide details for via the competition entry portal. A Riverlink Shopping Centre consumer will be entitled to enter one (1) consumer draw entry per purchase/receipt during the promotional period with a maximum of twenty (20) entries being allowed by one consumer/entrant, using up to twenty (2) unique original Riverlink Shopping Centre outlet receipts.</p> <p>River 94.9 FM on air eligible entrants who ring through to River 94.9 FM during the promotional period and secure an Entry in accordance with these Terms and Conditions will automatically be awarded one (1) draw entry in the Promotion. Each person can only secure one (1) on air entry into this promotion. Once an entry is received on air, the person is ineligible to enter for a second (2nd) time on air and may not enter as a Riverlink Shopping Centre consumer eligible entrant. Any person can only have one (1) entry into the major draw.</p>
<p>Winner Determination:</p>	<p>a) In Major Draw:</p> <ul style="list-style-type: none"> <li>o All valid on-air entries received during the Promotional Period will be entered into the Draw. At random, five (5) Riverlink Shopping Centre consumer entries from the pool of eligible entries taken through the “\$50k Pay Day” web page at <a href="http://river949.com">river949.com</a> will be selected after 5:00pm and before 6:00pm on Wednesday 29th May 2018. The five (5) entries determined this</li> </ul>

way will be notified by phone and email by 11:59am on Thursday 30th May 2018.

o The “River 94.9’s \$50k Pay Day” Major Draw will take place at Riverlink Shopping Centre on Saturday 2nd June 2018 between the hours of 9:00am and 12:00pm. All eligible entrants must be physically on site at Riverlink Shopping Centre at the River 94.9 FM/major draw site at the nominated registration time to be eligible for their chance to take place in the major and runner up prize draws. Failure to register physically onsite by the nominated time will result in the forfeit of a contestant’s entry in the draws. Registration will occur onsite at Riverlink Shopping Centre from 9:00am until 9:45am on 2<sup>nd</sup> June 2018. Registrations will close at 9:45am.

o The first valid entry drawn in the Draw will win that entrant (“Game Participant”) the opportunity to play a contingency game (the “Major Draw Game”) for the chance to win AUD\$50,000.

o The one (1) Major Draw Game Participant will be notified between 9:30am and 11:00am on Saturday 2nd June 2018.

b) Major Draw Game:

o The Major Draw Game will take place at a location in Riverlink Shopping Centre on Saturday 2nd June 2018 between 10am at 12pm (midday) AEDT. Exact location of the Major Draw Game in Riverlink Shopping Centre will be determined by 7<sup>th</sup> May 2018 and published at [www.river949.com](http://www.river949.com).

o If the Major Draw Game Participant cannot attend the Major Draw Game, the Consumer Game Participant may appoint a proxy over 18 years of age to play the Consumer Game on his/her behalf provided the Major Draw Game Participant gives the Promoter written, signed notice to that effect by no later than 12:00pm on Thursday 31<sup>st</sup> May 2018. This notice may be in the form of an email, signed by the entrant and sent to [admin@river949.com](mailto:admin@river949.com). To be a valid proxy nominee, this email must be received by River 94.9 FM by 12:00pm on Thursday 31<sup>st</sup> May 2018. All the terms and conditions that apply to entrants in this competition also apply to any and all proxy entrants.

o There will be fifty (50) numbered shoe boxes, each containing an envelope (envelopes are numbered 1 to 50). With each envelope containing either a Winning or Non-Winning Symbol) available for selection in the Major Draw Game, of which the Major Draw Game Participant/proxy/representative will be able to select one (1) numbered shoebox from 1 to 50 numbered shoe boxes/envelopes. If there is any dispute as to the shoe box/envelope selected by the Major Draw Game Participant, the Promoter’s decision will be final.

o 1 of the 50 Envelopes will include contain a piece of paper with “\$50,000” written on it (the ‘winning’ symbol), and the remaining 49 of the 50 Envelopes

	<p>will contain a piece of paper with “consolation prize/\$1,000” written on them (‘Non-Winning Symbols).</p> <ul style="list-style-type: none"> <li>o A representative of the Promoter will select and open the one (1) envelope selected (from inside the shoe box) corresponding to the one (1) shoe box selected by the Major Draw Game Participant – the envelope will contain either a winning symbol or a non-winning symbol. The Major Draw Game Participant will receive the respective prize indicated below (subject to verification), based on the one (1) numbered show box selected by the Major Draw Game Participant:</li> </ul> <p>§ 1/50 winning symbols from 50 envelopes = AUD\$50,000 (Major Draw Grand Prize)</p> <p>§ 49/50 winning symbols from 50 envelopes = AUD\$1,000 (Minor Prize)</p> <p>N.B. A Loss Adjustor may be present at the Major Draw Game to ensure the Major Draw Game is conducted as per these Terms and Conditions.</p> <ul style="list-style-type: none"> <li>o If the Major Prize is selected, the Loss Adjuster removes all of envelopes and takes them back for validation of the claim.</li> <li>o If the Major Prize is not selected, the Loss Adjuster or a representative of the Promoter opens the Control envelope which reveals the number of the envelope that has the one (1) winning messages inside.</li> <li>o The representative of the Promoter or Loss Adjuster then opens the winning envelope to show the guests that the winning symbol was in there and that the mechanic is fair and secure.</li> </ul>
Total Prize Pool:	Up to AUD\$52,000
Prize Conditions:	<p>No prize is exchangeable or transferable, unless otherwise approved by the Promoter.</p> <p>Any applicable taxes on prize winnings are the sole responsibility of the winner and River 94.9 or its associates are not liable in any way for such taxes.</p> <p>The exact method by which the prize will be awarded (e.g. via EFT, cheque, etc) will be determined by the Promoter in its absolute discretion.</p>
Unclaimed Prizes:	<p>Prize(s) must be claimed by 15th June 2018 at 5:00 pm AEDT.</p> <p>In the event of an unclaimed prize by the major winner is not claimed by 5:00pm AEDT on the 15th June 2018, the major winner will forfeit their prize.</p>

Promotional Activities	<p>Each participant acknowledges and agrees that: (a) he or she may be required by River 94.9 FM or Riverlink Shopping Centre in its absolute discretion, to: (i) participate in promotional activities for the benefit of River 94.9 FM (including participating in a sound recording, photograph, video or film session); and (ii) that he or she will not, without the prior written consent of River 94.9 FM and/or Riverlink Shopping Centre (which may be given or withheld in its absolute discretion) participate in any other media activities, promotions or events for the purpose of or which involve discussion, commenting on, expressing a view or giving an account of the Competition, River 94.9 FM, its related bodies corporate or the operations of River 94.9 FM and its related bodies corporate; and (b) in promotional activities referred to in condition (a), (i) and (ii), above, express a positive view of River 94.9 FM and Riverlink Shopping Centre and their operations and refrain from expressing a negative or disparaging view of River 94.9 FM, Riverlink Shopping Centre, their related bodies corporate or the operations of River 94.9 FM and Riverlink Shopping Centre or their related bodies corporate. Each Contestant acknowledges and agrees that River 94.9 FM has the right to use any materials generated in connection with a Contestant’s participation in the Competition in any medium and in any manner it sees fit.</p>
Withdrawal	<p>Notwithstanding any other condition of these Specific Competition Rules, River 94.9 FM reserves the right to withdraw the Competition at any time and for any reason whatsoever with the prior approval of the QLD Commission for Gambling Regulation. River 94.9 FM shall not be liable in any way or for any consequence of withdrawing the Competition.</p>
Privacy	<p>Collection of personal details is governed by River 94.9 FM’s Privacy Policy, which can be found online at the stations website <a href="http://www.river949.com">www.river949.com</a>.</p>
Additional:	<p>The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.</p> <p>The Promotion commences on the Start Date and ends on the End Date (“Promotional Period”). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.</p> <p>Valid and eligible entries will be accepted during the Promotional Period.</p> <p>If there is a dispute as to the exact date/time a Consumer Entry via the \$50k Pay Day webpage is completed and whether or not an eligible Riverlink Shopping Centre purchase receipt, the Promoter’s decision will be final.</p>

Employees (and the immediate family members) of Star Broadcasting Network Pty Ltd and Riverlink Shopping Centre, agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter the Consumer specific element of this Promotion.

“Immediate family member” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.

All reasonable attempts will be made to contact each winner.

If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize.

Where entry is allowed by purchase, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.

Online entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase (“Proof of Purchase”). If a consumer entrant fails to produce the Proof of Purchase for a specific entry or each entry, as, if and when requested by the Promoter, the Promoter has the right to invalidate the entrant’s respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant’s right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase from a retailer within Riverlink Shopping Centre; (b) the required product/s or service/s to be purchased for entry; and (b) that the purchase was made during the Promotional Period and correctly corresponds to the entry date/time.

No entry fee is charged by the Promoter to enter the Promotion. There is no additional cost to enter the Promotion.

If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

Entrants’ personal information will be collected by the Promoter. Personal information will be stored on the Promoter’s database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [www.usertesting.com/privacy](http://www.usertesting.com/privacy). The

Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.



The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. 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 use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.