



Toyota – “1116 SEN Breakfast Caller of the Year 2019”

Terms & Conditions

The following Terms and Conditions apply to the Toyota “1116 SEN Breakfast Caller of the Year 2019” promotion (the “Promotion”).

Promoter	Victorian Radio Network Pty Ltd (T/A SEN 1116) ABN 43 095 736 753 473 Swan Street Richmond VIC 312
Promotional Partner/Prize Provider	Toyota Motor Corporation Australia ABN 64 009 686 097 (“Toyota Australia”)
Promotion Period	Start Date: Monday 21 January, 2019 [1200am (AEDT)] End Date: Friday 22 November, 2019 [0900am (AEDT)]
Draw date	Friday 29 November, 2019
Redraw date (if necessary)	Monday 2 December, 2019
Promotion type	Game of Chance
Promoter’s website addresses/URLs	https://www.sen.com.au/
Who may Enter (Entrants)	<u>Residents of Victoria, Australia only and who are over the age of 18 at the time of Entry.</u>
How to Enter	During the Promotion Period Entrants must call 1116 SEN on 1300 736 736 during the breakfast program (0600am-0900am Monday – Friday) and their phone call must go to air on the program. The 1116 SEN Breakfast Caller of the Week will be selected at the end of each week (44 weekly winners in total). All weekly winners will then be placed into the major prize draw at the end of the Promotion Period.
How to Win	<p>This Promotion is a game of chance.</p> <p>Each Caller of the Week will be selected by the Promoter based on the subjective assessment of the Promoter of the caller being entertaining and providing information or opinion that is appealing to SEN listeners. The Promoter’s decision is final, and no correspondence will be entered into regarding this selection.</p> <p>At the end of the promotional period, every Entrant who is selected as the 1116 SEN Breakfast Caller of the Week will be placed in a random prize draw and one prize winner will be chosen at random from all eligible, valid and complete entries received. This person will be awarded the one and only Prize.</p> <p>The Prize draw will take place at a location to be advised between 6.00am and 9.00am (AEDT) on Friday 29 November, 2019.</p>



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	<p>At the Prize draw event, all 1116 SEN Breakfast Callers of the Week will be allocated an individually numbered keyring. The keyring number they are allocated will relate to their “winning week”, i.e., the Caller of the Week from week 5 will be allocated keyring number 5.</p> <p>If an 1116 SEN Breakfast Caller of the Week is unable to be present at the Prize draw event, they are able to send a proxy based on the Promoter being notified of this person’s identity via email prior to the Major Prize draw.</p> <p>At the Prize draw event, 1116 SEN’s Garry and Tim will randomly select a number (between 1 and 44) from a bowl, bucket or some similar apparatus.</p> <p>The 1116 SEN Breakfast Caller of the Week who has been allocated the keyring corresponding to this number will be awarded the Prize.</p>
Prize	1 winner only will receive, subject to the Terms and Conditions and Additional Terms below, a new Toyota Hilux SR5 with standard registration, stamp duty and dealer delivery.
Additional Terms - Prize	The stated driveaway price of the Prize depends upon the winner and his or her location and may be less or more depending on the winner and his or her location. The Prize winner must provide all information and sign all documentation necessary to enable the Prize Provider to register the Prize in the name of the winner prior to collection. Receipt of the Prize is subject to the winner being able to lawfully take possession of the Prize and comply with all registration and compulsory third party insurance requirements of Victoria. Vehicles depicted in all promotional material are not necessarily the same colour as the Prize. The colour of the Prize will be determined by the Prize Provider in its absolute discretion. The Prize will be available for collection from the Toyota dealership nominated by the Prize Provider, which the Prize Provider will use reasonable efforts to ensure is near the winner’s place of residence.
Total Prize Pool (including GST)	Valued at up to \$58,670, drive away, as at the time of publication and the Promoter and Prize Provider take no responsibility for any change in value at any time after that time.



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By submitting a valid Entry, the Entrant acknowledges and agrees to be bound by the Terms and Conditions.

Introduction

1. The above table forms part of these Terms and Conditions and contains details concerning when, who and how to enter, the time, place and method of prize selection, prize details and who the Promoter is and any permit details.
2. Employees of the Promoter and agencies associated with this Promotion (including the Promotional Partner, and their respective immediate families, are ineligible to enter the Promotion. For clarity, “immediate families” includes any of the following: spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, brother, sister, step-brother or step-sister.
3. Participation in the Promotion is deemed acceptance of these Terms and Conditions. By entering, the Entrant warrants that they have read, understood and accepted these Terms and Conditions.
4. Subject to any applicable laws, the Terms and Conditions may be updated or amended by the Promoter at any time and no notice of the updated or amended Terms and Conditions is required to be provided to Entrants.
5. Entries not completed in accordance with these Terms and Conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way. The Promoter will take all necessary steps to ensure that entries are properly recorded and stored, but will accept no liability if an entry is not recorded or is lost.

Further Entry Conditions

6. Entries to the Promotion are limited to one per Entrant unless explicitly stated multiple entries are accepted at the time of entry, or a “share on social media for bonus entry” mechanic is provided.
7. Entries will be deemed accepted once completed and at the Promoter’s absolute discretion. The Promoter will be in no way responsible for incorrect or insufficient details provided by any Entrant. Should an Entrant's details change, it is the responsibility of the Entrant to provide these details to the Promoter.
8. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right in its sole discretion, to determine the identity of the Entrant. For the avoidance of doubt, the Promoter is responsible for determining whether a person is an eligible Entrant in its absolute discretion.

Prizes and Awarding of Prizes

9. The prize-winner name and suburb may be published on the SEN website (<https://www.sen.com.au/>) or social media channels, in each case using details forming part of the Entry.

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10. The Prize Provider will advise the winner about how and when they are to accept their prize. If for any reason their prize remains unclaimed by the Redraw Date, their prize will be forfeited and the Promoter reserves the right to re-award the prize in accordance with these Terms and Conditions.
11. The Promoter is not responsible if the prize is late, lost or misdirected. The prize is not transferable, exchangeable or redeemable for cash. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the Prize Provider's requirements as well as all these Terms and Conditions.
12. If the prize is unavailable, for any reason, the Promoter, in its discretion, reserves the right to substitute that prize with a different prize to the equal or near equal value and/or specification and/or an alternative date, subject to the written directions of any regulatory authority.
13. The prize value is in Australian dollars inclusive of GST and is based on the normal retail value of the prize components at the time of publication (online or otherwise). The Promoter and Prize Provider accept no responsibility for any variation in the value of the prize. The Promoter and Prize Provider accept no responsibility for any tax implications that may arise from the prize winning and independent financial advice should be sought.
14. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated.
15. The Entrant acknowledges that any costs incurred in relation to accepting or utilizing the prize or not included in the prize package is their sole responsibility. These include without limitation, all optional extras and accessories, comprehensive insurance and any other insurance, fuel, personal costs and all other ancillary or related costs relating in any way to the Prize.

General

16. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to disqualify any Entrant or to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. The Promoter and Prize Provider will not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or personal injury suffered or sustained arising from or in connection with the Promotion, any omission to enter a person into the Promotion, acceptance of the prize or the prize itself, except for liability that cannot be excluded by law.
18. The Promoter assumes no responsibility for any error, omission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic



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congestion on the phone line, Internet or at any website, or any combination thereof, including any injury or damage to any Entrant or any other person's computer related to or resulting from participation or downloading any materials in this Promotion.

19. Entrants consent to the Promoter and/or Promotional Partner using the Entrant's name, likeness, image, voice and/or other attributes in the event they are the winner (including any photograph, film and/or audio, visual and/or audio-visual recording of the same) in any media, on any media platform and for an unlimited period without any remuneration being payable or owed to the winner, where such use is for the purpose of promoting the Promotion (including any outcome) or promoting any products or materials manufactured, distributed and/or supplied by the Promoter and/or the Promotional Partner.
20. The Promoter collects personal information in order to conduct the Promotion and entry into the Promotion is conditional on the provision of this information by an Entrant. Information about an Entrant may also be placed on a database and used by the Promoter and may be disclosed and used by third parties, including but not limited to the Promotional Partner, for the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, SMS, direct mail and telephoning the Entrant and to the Promoter's professional advisers, including its accountants, auditors and lawyers and insurers, unless in each case the Entrant withdraws their consent to the use of their information in this manner, and in each case in accordance with the Privacy Act 1988 (Cth) and the Promoter's Privacy Policy, which can be viewed at (<https://www.sen.com.au/privacy-policy/>).
21. If the Promotion is promoted on social media, then the promotion is in no way sponsored, endorsed or administered by, or associated with that social media channel, including Instagram or Facebook. Entrants are providing information to the Promoter and not to the social channel, including Instagram or Facebook.
22. The Entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or using the Prize. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or Prize Provider in their absolute discretion, including but not limited to a legal release and indemnity form and any Entrant may be required by the Prize Provider to sign an acknowledgement of risk and waiver of liability for participation in the Promotion and/to receive the Prize and to expressly acknowledge that entry into this Promotion or utilisation of the Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. In particular a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver or any person who in the Promoter's sole discretion is not able to participate in utilisation of the Prize for their own or anyone's safety. The Promoter and 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 Prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).