

2023 AFL Tipping Survivor Promotion

Terms & Conditions – Game of Skill

The following Terms and Conditions apply to the 2023 AFL Tipping Survivor Promotion (“the **Promotion**”).

Name of Promotion	2023 AFL Tipping Survivor Promotion
Promoter Name & ABN	Sports Entertainment Network Pty Ltd ABN 129 637 378 Level 5, 111 Coventry Street, Southbank, VIC 3006
Promotion Partner	Berwick Motor Group Pty Ltd ABN 12 067 078 371 6-10 Kangan Drive Berwick VIC 3806
Websites	www.sensurvivor.com.au
State or Territory	All states and territories in Australia.
Promotion Period Start Date	The Promotion commences Thursday, 16 th March 2023 at 5:00pm AEDT. The Promoter reserves the right to tease the promotion prior to the competition start date.
Promotion Period Close Date	The Promotion concludes Sunday, 27 th August 2023 at 11:59pm AEST. The Promoter reserves the right to: (i) Amend the contesting period at its absolute discretion which may include closing the competition within the Promotion Period due to all eligible entrants being eliminated prior to the close date. (ii) Terminate the competition subject to any direction from a regulatory authority.
Entry Restrictions	1. Entrants must be 18 years of age or over at the time of entry. 2. Entrants must be Australian residents and have a registered address in Australia. 3. Only one prize can be won per person per competition. 4. Entrants must register to take part in the Promotion by no later than the start of the first game in the Australian Football League 2023 Season. 5. Entrants must enter their weekly tips by no later than the start of the first game of each Round involved in the Promotion. 6. If an entrant is unsuccessful in submitting their tips prior to the cut-off time outlined above, the entrant will be eliminated from the Promotion.
How to Enter	During the Promotional Period, listeners will be encouraged via on-air solicits, recorded promotional pointers and via social

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	media to enter the Promotion by registering their details at www.sensurvivor.com.au. Entrants must register by the start of the first AFL game for Season 2023 in order to be included in the Promotion. New entrants will not be permitted to register after this date and time. Once registered, entrants will be required to enter their tips for one (1) AFL match of their choice for each Round of the Promotion. The first week of selected tips must be submitted prior to the start of the first game of the Round. Each week, the selected tip must be entered prior to the start of the first game of the Round. At any time during the Promotion if an entrant successfully tips their chosen AFL team from the round of matches of their choosing, they remain in the Promotion and will still be eligible. If at any time during the Promotion an entrant gets their selected tip incorrect, or does not submit their tip by the weekly cut-off time specified in these terms & conditions, they will be immediately eliminated from the Promotion. If for any reason an Entrants tip in their selected game is cancelled or impacted by unforeseen circumstances that do not allow it to go ahead within the Promotion Period, this tip will result in a draw. If at any point during the Promotion an Entrant tips a team and the result of that game is a draw (or as outlined above), they will remain in the Promotion. The Promotion Close Period is determined by the last person who has successfully tipped the winning AFL team of their choice when all other entrants have been eliminated. If at the conclusion of the Promotion there are multiple entrants still remaining, the remaining entrants will be subject to a random prize draw to determine the sole winner. If at any point during the Promotion all entrants are eliminated in the same round leaving no eligible winner, the remaining entrants from the previous round will be subject to a random prize draw to determine the sole winner. The Promoter's decision is final, and no correspondence will be entered into.
Winner Selection Details	The Promotion is a Game of Skill, and the winner will be judged by the Promoter in its absolute discretion to be the last

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	remaining entrant that has successfully submitted the correct tips in the AFL Season over the Promotional Period. Unclaimed Prizes: Any unclaimed prize by a winner will be reviewed, and a random prize draw with last remaining entrants will be conducted by a Station Representative four weeks from the date a winner has been notified unless otherwise specified. The Promoter's decision is final, and no correspondence will be entered into.
Prize Details	There is one (1) prize to be won for one (1) winner. The winner will receive: - A choice of one of the following cars: - Nissan QASHQAI ST-L valued at \$46,990 - KIA Selton GT-Line FWD valued at \$44,590 - Jeep Compass Night Eagle valued at \$45,590 - Haval H6 Ultra Hybrid valued at \$45,990 The chosen vehicle will include CTP and stamp duty. No additional extras will be included. The chosen vehicle will include registration for 1 year if the winner is from Victoria. If the winner resides outside Victoria, the winner will be required to register the vehicle for their state and cover all expenses included with doing so. The winner will be required to collect the vehicle from Berwick Motor Group and no transport or expenses are included as part of the collection of the prize.
Total Prize Value	Up to \$47,000
Prize Claim & Delivery	The winner will be notified at the time of winning on-air and via phone. The winner's details will be sent to the Promotion Partner to arrange prize fulfillment. Winner may be required to prove their identity and age, and show evidence as documented on their driver's license, passport or birth certificate before any prize is awarded.

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

Introduction

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1. The above table forms part of these T&Cs 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. The Promoter may remove any and all unauthorised multiple entries.
8. 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.
9. Incomplete, indecipherable, or illegible entries or those that contain offensive or defamatory comments or that breach any law or infringe any third-party rights, including intellectual property rights, will be deemed invalid. Errors and omissions may be accepted at the Promoter’s absolute discretion and the Promoter’s decision on this and other aspects of the Promotion is final and no further correspondence will be entered into. Any failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. 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

11. The prize-winner will be notified by the Promoter by e-mail and the winner’s name and suburb may also 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.
12. The Promoter will advise the winner about how and when they are to accept their prize. If for any reason a 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.

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13. The Promoter is not responsible if the prize is late, lost or misdirected. The prizes (or any used or unused portion thereof) are not transferable, exchangeable or redeemable for cash. It is a condition of accepting a prize that the winner must comply with all the conditions of use of that prize and the prize supplier's requirements as well as all these Terms and Conditions.
14. If a prize or any parts of a prize are unavailable, for any reason, the Promoter, in its discretion, reserves the right to substitute that prize or parts of that prize with a different prize or different parts of that 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.
15. 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 accepts no responsibility for any variation in the value of any prize. The promoter accepts no responsibility for any tax implications that may arise from the prize winning and independent financial advice should be sought.
16. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of any prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated.
17. The Entrant acknowledges that any costs incurred in relation to accepting or utilizing any prize or not included in the prize package is their sole responsibility. These include without limitation, costs relating to passports, visas, government levies, ground transport, travel insurance, meals, beverages, additional taxes, all insurance, additional transfers, items of a personal nature (including but not limited to additional room charges such as pay per view movies, laundry, room service, mini-bar, telephone calls), any upgrades, pre-flight or in-flight purchases or additional nights and all other ancillary costs.
18. 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 suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

General

19. 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.
20. The Promoter 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.
21. 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 congestion on the 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.

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22. 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.
23. 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/>) and the Promotion Partner <https://www.berwickmotorgroup.com.au/site/privacy-and-legal/>
24. 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.