

## **MOMENTUM ENERGY/ 3AW SMALL BUSINESS SUCCESS AWARDS**

### **TERMS AND CONDITIONS**

**3AW** means Radio 3AW Melbourne Pty Limited of 43 – 49 Bank Street, South Melbourne, VIC 3205 ACN 47 006 962 358.

**Momentum Energy** means Momentum Energy Pty Ltd of Level 8, 55 Market Street, Melbourne, VIC 3000 ABN 42 100 569 159.

**Promoter** means each of 3AW and Momentum Energy severally and jointly.

1. Information on how to enter and prizes form part of these Terms and Conditions. By participating in the Momentum Energy/ 3AW Small Business Success Awards (“awards”) you are deemed to have accepted these Terms and Conditions.
2. Entry is only open to Victorian businesses with less than 20 employees. Ineligible businesses include listed companies, those 50% or more owned by another business, majority Government funded or a Government agency or those that are part of a larger group. Employees (and their immediate families) of the Promoters and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother or step-sister.
3. To enter the awards, eligible businesses must complete all required fields on the Application Form, including their ‘small business success story’ to a maximum of 250 words, and submit to 3AW in accordance with clause 8.
4. One winner will be chosen from all eligible entries received by midday on the last day of each month and will be presented with a certificate live on air at 3AW during the second week of the following month.
5. Entries that are not successful in the month when they are received may be reconsidered for selection in subsequent months.
6. The Promoters reserve the right, at any time, to request the entrants and/or winners to provide evidence to verify the validity of entries (including proof of identity, age and place of residence and details of their small business) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Identification considered suitable for verification is at the discretion of the Promoters. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in their sole discretion, to determine the identity of the entrant.

8. Promotion commences 30<sup>th</sup> April 2009. Entries for each month's award close at 12pm (noon) AEST on the last day of that month. Entries can be received up until 12pm (noon) AEST on 30<sup>th</sup> April 2010.
9. Monthly winners will be notified by telephone and the winner's names will be published on the Momentum Energy website. Winners will also be required to participate in one session of the 3AW afternoon program. If the winner cannot attend, the winner must organise a suitable replacement with 3AW.
10. The Promoters' decision is final and no correspondence will be entered into.
11. The winner chosen each month will receive:
  - a) Three free mentoring sessions through the Small Business Mentoring Service (SBMS) with a mentor of the winner's choice. The value of this prize will equal \$255.00; and
  - b) Level 1 Energy Audit by Momentum Energy. The value of this prize will equal \$1,500.00; and
  - c) Accommodation (double or twin share) for up to 4 nights at one of the Lancemore Group's exclusive properties plus breakfast for two; as well as a unique experience for each winner such as a Day Spa Package, Fly Fishing, Winery Horse Tour or Delicious Three Course Dinner. The 'unique experience' offered to each winner will be at the Lancemore's Group's discretion. The prize will equal a total value of \$1,500.00.
  - d) The prizes outlined in sub-clauses a-c above will each be provided subject to the availability of the goods and services awarded. Winners will need to contact participating sponsors to make bookings and appointments to redeem their prize.
  - e) The prizes outlined in sub-clauses a-c above must be redeemed within 12 months of the date of the winner being awarded the prize certificate.
12. The winner (or agreed replacement) must attend the 3AW afternoon program to take possession of their prize.
13. If any prize (or part of any prize) is unavailable, the Promoters, in their discretion jointly, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
14. Total prize pool value is \$3,255 per month, for 12 months.
15. The prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. Entrants consent to the Promoters using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting these awards (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters.
17. 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 Promoters, the Promoters reserve the right, in their sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

18. Except for any liability that cannot be excluded by law, the Promoters (including their officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.

19. The Promoters collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to prize suppliers and as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Entrants consent to the Promoters using, for an indefinite period unless otherwise advised, the Entrants' personal information provided for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoters. All entries become the property of the Promoters.