

## ~The Club at Parkwood Promotion Terms & Conditions ("Conditions of Entry")

<b>Promotion</b>	So Good Summer Sundays	
<b>Promoter</b>	The Club at Parkwood of 76-122 Napper Road, Parkwood	
<b>Promotional Period</b>	Start Date: December 5 <sup>th</sup> 2021 – Feb 27 <sup>th</sup> 2022	
<b>Eligible Participants</b>	<ul style="list-style-type: none"> <li>• Entry is open to <b>Financial Members of The Club at Parkwood</b> aged 18+.</li> <li>• Employees of the Promoter and its related bodies corporate and their immediate families and any of the Promoter's contractors associated with this Promotion and their immediate families are not eligible to participate in this Promotion.</li> <li>• Directors of The Club at Parkwood and their spouses shall be eligible to enter, however, the value of prizes must not exceed \$X and a redraw will occur for any remaining balances.</li> <li>• Excluded Persons are not eligible to participate in this Promotion. <b>"Excluded Persons"</b> means any person identified as: <ul style="list-style-type: none"> <li>○ a minor;</li> <li>○ a problem gambler;</li> <li>○ a person who has previously engaged in fraudulent behavior (with respect to the Promoter or otherwise);</li> <li>○ a self-excluded patron;</li> <li>○ an involuntarily excluded patron; and</li> <li>○ a customer who has previously been excluded from promotions (including promo offers) conducted by the Promoter.</li> </ul> </li> <li>• If a person is identified as an Excluded Person, the Promoter reserves the right to refuse to allow the person to take part in the Promotion, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.</li> </ul>	
<b>How to enter</b>	<p>Eligible Participants who satisfy the following criteria (each, an <b>"Eligible Entrant"</b>) will be entered into the Promotion:</p> <ul style="list-style-type: none"> <li>• Members playing machines with their member's card correctly inserted with an active turnover of \$20</li> <li>• Draws start from 2pm on each day of the promotion and are valid until the end of the promotion at 6pm</li> </ul>	
<b>Number of entries</b>	Eligible Participants may enter the Promotion <b>unlimited</b> times.	
<b>Conduct of Prize Draw</b>	<ul style="list-style-type: none"> <li>• All Eligible Entrants will be placed into a competition, to be conducted at the applicable time specified in 'Key Dates' below at The Club at Parkwood</li> <li>• The Eligible Entrant/s drawn will be the winner/s (<b>"Winner/s"</b>).</li> <li>• When conducting the prize draw, the Promoter may also be required to do redraws</li> <li>• The drawn winner/s will be asked to come to the gaming counter within 2 minutes to collect their prize</li> <li>• Draws are done at the following days and times: <ul style="list-style-type: none"> <li>○ 2 winners at random drawn Sundays 2 - 6pm</li> </ul> </li> </ul>	
<b>Prize</b>	<ul style="list-style-type: none"> <li>• Each Winner will win a Prize as set out below.</li> </ul>	
<b>Prize Description</b>	<b>Value (per prize)</b>	<b>Conditions</b>
2 x \$500 draws	\$500	<ul style="list-style-type: none"> <li>• <b>Winner/s</b> must be present in the club at the time their name is called.</li> <li>• <b>Winner/s</b> have two (2) minutes to approach the Promotion Host at the Cashier to claim the prize.</li> <li>• If the <b>Winner/s</b> is not present within the two (2) minutes a redraw will occur.</li> <li>• All draws will be announced in the gaming lounge ONLY</li> <li>• <b>Winner/s</b> will be announced by mention of first name and surname, along with their membership number.</li> <li>• It is the responsibility of all members to position themselves in an area of the venue where they can hear the announcements.</li> <li>• The Prize is not transferable, substitutable or exchangeable (including any unused portion).</li> <li>• If any part of the prize is not available for any reason, the Promoter reserves the right to substitute that part of the prize for something similar in value subject to regulatory approval.</li> <li>• <b>Winner/s</b> must complete in full the 'Prize Acceptance form'</li> <li>• <b>Winner/s</b> who win a prize over \$500 (five hundred dollars) or more must produce a form of government identification in conjunction with their The Club at Parkwood membership card.</li> </ul>
<b>Notification of prize winners</b>	<ul style="list-style-type: none"> <li>• Winner/s must be present at the time of the draw and have two (2) minutes to approach the Promotion Host at the Cashier to claim their prize.</li> <li>• If a winner/s is not present a redraw will be done.</li> </ul>	
<b>Key Dates</b>	Sundays 2 – 6pm	

## General Terms and Conditions

Any person entering this promotion (“**you**”) acknowledge and agrees that you have read these Conditions of Entry and that by entering the Promotion you are deemed to have accepted these Conditions of Entry.

### 1. Taxes

Any taxes which may be payable as a consequence of the Winner or Unclaimed Prize Winner receiving the Prize are the sole responsibility of the Winner/Unclaimed Prize Winner. The Promoter encourages the Winner to seek independent financial and tax advice.

### 2. Exclusion of Liability

- a. Whilst the Promoter will use all reasonable endeavours to arrange the delivery of the Prize, by entering this Promotion, a Winner/Unclaimed Prize Winner acknowledges that circumstances beyond the control of the Promoter may prevent the delivery of the Prize (including the failure by the Winner/Unclaimed Prize Winner to notify the Promoter of any change to their delivery details). In such circumstances where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed by the Winner’s negligence, fraud or misconduct, the Promoter may (if circumstances permit) re-deliver the Prize to the Winner.
- b. To the extent permitted by law, the Promoter is not liable for any loss, including, but not limited to, direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission, deliberate or negligent, by the Promoter or their servants or agents, in connection with this Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to a Winner or Unclaimed Prize Winner.
- c. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that you might have that are not able to be excluded under applicable Australian consumer protection laws.

### 3. Use of Personal Information / Marketing

- a. The Promoter complies with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- b. Any entries become the property of the Promoter. Any information provided will be used by the Promoter for the purpose of conducting this Promotion.
- c. The Promoter may disclose your personal information to its contractors and agents to assist in conducting this Promotion or communicating with you.
- d. By entering the Promotion, you consent to your personal information being collected, used and disclosed by the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion, and business partners for any promotional activities, including your personal participation in reasonable promotional activities as requested by the Promoter, and any marketing and publicity purposes without any further reference, payment or other compensation to you.
- e. Your consent includes authorising the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send you future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- f. You consent to the notification of your personal information to any relevant regulator or state or territory department where required by law to do so. Your personal information may be disclosed to State and Territory lottery departments and Winner’s names published as required under the relevant lottery legislation. The Promoter will use reasonable endeavours to provide you reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation. A request to access, update or correct any personal information should be directed to the Promoter.
- g. You consent to the publication of their name and suburb of residence (however their full address will not be published) and agree to participate in reasonable Promotion activities as requested by the Promoter without any further payment or compensation.
- h. You understand and accept the Promoter’s Privacy Policy located on at the venue.

### 4. General

- a. The Promoter, its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:
  - i. any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
  - ii. any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by the Prize or resulting from acceptance, possession, use, or misuse of the Prize, or from participation in the Promotion
  - iii. any printing or typographical errors in any materials associated with the Promotion.
- b. The Promoter reserves the right to:
  - i. conduct a review of publicly available information and other information available to the Promoter in relation to the Winner, Unclaimed Prize Winner and, if applicable, their guest/s (which may include politically-exposed

- person, public record, social media, adverse media and other background checks) for the purpose of assessing the honesty and integrity of the relevant Winner, Unclaimed Prize Winner and, if applicable, their guest/s;
- ii. in its sole and unfettered discretion, disqualify a Winner and/or Unclaimed Prize Winner or, if applicable, require a Winner and/or Unclaimed Prize Winner to select an alternative guest, where any check referred to in paragraph 4(b)(i) returns an adverse outcome;”
  - iii. cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention, or other causes beyond the reasonable control of the Promoter;
  - iv. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
  - v. disqualify any Eligible Participant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;
  - vi. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
  - vii. cancel, terminate, modify or suspend the Promotion at their discretion at any time, with or without warning;
  - viii. request a Winner or Unclaimed Prize Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.
- c. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, systems failures, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoter may in its absolute discretion cancel the Promotion or part of the Promotion and recommence it from the start on the same conditions subject to Australian law.
  - d. By entering this Promotion, you acknowledge that it is a condition of accepting the Prize that they may be required to sign a legal release in a form reasonably determined by the Promoter.
  - e. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter will make a decision regarding such situation. You will have the right to request an internal review of the Promoter’s decision. Subject to any regulatory direction to the contrary, the decision of the internal review will be final and binding.
  - f. In the event that a Winner or Unclaimed Prize Winner is identified as being in breach of these Terms and Conditions (the “*Refused Winner*”), the Promoter reserves the right to refuse to allow the Winner to take part in, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.