

## TERMS AND CONDITIONS – Crown’s Weekly Giveaway Extension

### SECTION 1: PROMOTION

1. **Promotion: Crown’s Weekly Giveaway**
2. **Promoter:** Burswood Nominees Ltd ABN 24 078 250 307 as trustee for The Burswood Property Trust ABN 35 491 489 282 trading as Crown Perth, Great Eastern Highway Burswood, Western Australia 6100.
3. **Promotional Period:** Crown’s Weekly Giveaway which was scheduled to occur from 6am – 5.59am each day from 6am Monday 5 April 2021 to 5.59am Monday 3 May 2021 (inclusive, each day during the Promotional Period being a **Promotional Day**) was deferred from 9pm Friday 23 April 2021 due to Government imposed closure of the Crown Perth Casino from 9pm Friday 23 April 2021 to 6am Saturday 1 May 2021 and from 12.30pm Sunday 2 May to 6am Saturday 8 May 2021. The Promotional Period was broken up into four (4) Promotional Weeks.
  - a. **Promotional Week One:** Occurred and completed from 6am Monday 5 April 2021 to 5.59am Monday 12 April 2021.
  - b. **Promotional Week Two:** Occurred and completed from 6am Monday 12 April 2021 to 5.59am Monday 19 April 2021.
  - c. **Promotional Week Three:** Occurred from 6am Monday 19 April 2021 to 5.59am Monday 26 April 2021 now deferred and extended to from 6am Monday 17 May 2021 to 5.59am Monday 24 May 2021.
  - d. **Promotional Week Four:** Deferred from 6am Monday 26 April 2021 to 5.59am Monday 3 May 2021 to 6am Monday 24 May 2021 to 5.59am Monday 31 May 2021.

All times recorded throughout these Terms and Conditions are in Australian Western Standard Time.

### SECTION 2: ELIGIBILITY

4. **Eligibility:** To be eligible to enter the Promotion, the entrant must be 18 years of age or older and an active Crown Rewards member contactable via email.
5. **Non-Eligibility:** In addition to the criteria for being eligible, persons are not eligible to enter the Promotion or win any Prize if:
  - a. they are excluded from the property of the Promoter;
  - b. any personal information or contact details are entered incorrectly;
  - c. they are ineligible under Crown Resorts Limited’s Gambling by Employees policy (under which employees of the Crown Group of Companies, including Crown Melbourne, Crown Perth or Crown Resorts Limited, are ineligible to enter the Promotion);
  - d. they are a spouse, partner, sibling, parent or child of an Executive team member of Crown Perth;
  - e. they are a VIP Program Player (means a patron who has opened a VIP Interstate Player Program outside of the Crown Rewards Loyalty Program during the Promotional Period);
  - f. they have been disqualified from any prior Promotion or Offer for any reason by the Promoter; or
  - g. they are a provisional Crown Rewards member.

### SECTION 3: ENTRY TO THE PROMOTION

6. **Entry:** Eligible entrants must visit a VIK to register their entry into the Virtual Prize Draw for corresponding Promotional Week.

Crown Rewards members will receive entries into the Virtual Prize Draw as per the below;

- a. Crown Rewards **Member tier** will receive one (1) entry per Promotional Week
- b. Crown Rewards **Silver tier** members will receive two (2) entries per Promotional Week
- c. Crown Rewards **Gold tier** members will receive three (3) entries per Promotional Week
- d. Crown Rewards **Platinum tier** members will receive four (4) entries per Promotional Week
- e. Crown Rewards **Black tier** members will receive five (5) entries per Promotional Week

Entries will be awarded based on the Crown Rewards members tier level as at the time of VIK registration.

Entrants who registered their entry/ies between 6am Monday 19 April 2021 to 9pm Friday 23 April 2021 for Promotional Week Three will remain eligible for the Prize Draw held on Tuesday 25 May 2021.

### SECTION 4: VIRTUAL PRIZE DRAWS

7. **Draw:** The Virtual Prize Draws will be held at approximately 3pm and announced at 3.30pm on the following dates;
- Promotional Week One:** The Prize Draws on Tuesday 13 April 2021 had been conducted.
  - Promotional Week Two:** The Prize Draws on Tuesday 20 April 2021 had been conducted.
  - Promotional Week Three:** The Prize Draws which were scheduled for Tuesday 27 April 2021 will now occur on Tuesday 25 May 2021.
  - Promotional Week Four:** The Prize Draws which were scheduled for Tuesday 4 May 2021 will now occur on Tuesday 1 June 2021.

At each Virtual Prize Draw a representative of the Promoter will randomly select ten (10) Prize Winners through a random Virtual Draw program of all eligible entrants at Crown Perth. The drawn winners will be announced by the Promoter at approximately 3.30pm following the Virtual Prize Draw over the PA system and displayed on the plasma screens across the Casino and any other venue determined by the Promoter from time to time (subject to change by the Promoter). Winners will need to claim their right to the Prize in accordance with Term 14. Maximum of one Prize per eligible entrant per Promotional Week.

8. **Contact:** The Promoter will contact the Prize Winner through email or by phone (where they have agreed to be contact by phone) to notify them of the Virtual Draw outcome.
9. **Redraw:** The Promoter reserves the right to redraw, in accordance with the Terms & Conditions of the original Virtual Draws, in the event the drawn entrant is unable to satisfy these Terms and Conditions, does not meet the eligibility criteria, or forfeits their right to the Prize. The Promoter reserves the right to redraw if phone number or email are not valid.
10. **Winner Publicity:** The Promoter reserves the right and license to use Prize Winners' names, suburb, photographs, images and likeness for the purpose of promoting and advertising Crown Rewards and Crown Perth unless a written request for anonymity is received from the Prize Winners.

## SECTION 5: PRIZES

11. **Prize:** The Prize for the drawn Prize Winners in each Virtual Prize Draw are as per the below:
- Promotional Week One:** Ten (10) Prize Winners will each be awarded a voucher for a Crown Towers Perth Deluxe Package inclusive of one night accommodation in a Deluxe King or Twin Room including breakfast for two (2) people at Epicurean (excluding alcoholic beverages), valet parking for one vehicle and a bottle of sparkling wine delivered to the room on arrival. <https://www.crowngifts.com.au/accommodation/perth/crown-towers/deluxe-room-package.aspx>
  - Promotional Week Two:** Ten (10) Prize Winners will each be awarded a Nobu dining voucher valued at \$1,000 to use on food and beverages at Nobu restaurant.
  - Promotional Week Three:** Ten (10) Prize Winners will each be awarded a voucher for a Crown Metropol Perth Luxe Package inclusive of one night accommodation in a Luxe King or Twin Room including breakfast for two at Atrium Buffet (excluding alcoholic beverages), valet parking for one vehicle and a bottle of sparkling wine delivered to the room on arrival. <https://www.crowngifts.com.au/accommodation/perth/crown-metropol/luxe-package.aspx>
  - Promotional Week Four:** Ten (10) Prize Winners will each be awarded \$1,000 worth of Crown Rewards Bonus Points.
12. **Prize Value:** The total value of the Prize(s) is estimated to be: \$28,960.
13. **Prize Conditions:** The Prize(s) are subject to the following conditions:
- No exchange of Prize:** If for any reason, a Prize Winner cannot take any component of the Prize(s) or the Prize(s), then the Prize will be forfeited.
  - Ancillary Costs:** Subject to any provision to the contrary, and if applicable, all ancillary costs including, but not limited to, travel to and from Crown Perth, parking, mini bar charges, meals (other than those explicitly included as part of the Prize) are not included in a Prize unless specified and are the responsibility of the Prize Winner.
  - Taxes:** If a Prize(s) or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
  - Prize Terms:** Subject to any provision to the contrary, and if applicable, all components of the Prize(s), are subject to availability and any separate and individual Terms and Conditions applicable to that Prize, some of which may not be within the control of the Promoter. In the event that any component of a Prize is unavailable for any reason, subject to State legislation,

the Promoter reserves the right to substitute that Prize component with another prize of equal value and the Prize Winner will be notified accordingly.

- e. *Crown Towers and Crown Metropal Hotel Stay Prize*: The Prizes are subject to the Crown Towers check-in policy and terms and conditions <https://www.crownhotels.com.au/crown-towers-perth-check-in-policy> and Crown Metropal check-in policy and terms and conditions <https://www.crownhotels.com.au/crown-metropal-perth-check-in-policy> respectively. Advance bookings required. Prize must be booked and taken by Tuesday 5 April 2022. Blackout periods may apply. Not valid on public holidays and eve of public holidays or on special event days. Subject to availability. Not redeemable for cash, is not transferable, cannot be re-issued and cannot be used in conjunction with any other offer.
  - f. *Bonus Points Prize*: Bonus Points do not contribute to Status Credits or toward earned entries into promotions and will be loaded to the eligible members Crown Rewards card by Friday 11 June 2021 automatically.
  - g. *Nobu Perth Dining Voucher Prize*: Will be awarded in the form of a Crown Gift Card valued at \$1,000. Refer to [www.crowngifts.com.au/gift-terms-and-conditions.aspx](http://www.crowngifts.com.au/gift-terms-and-conditions.aspx) for full terms and conditions. Bookings are essential and subject to availability. Limited capacity restrictions apply. Set dining periods apply. Menu subject to change and availability.
  - h. Maximum of one (1) prize per Prize Winner each Promotional Week.
- 14. Claim of Prize:** If the drawn entrant wishes to claim the Prize, the drawn entrant must provide personal identification to the satisfaction of the Promoter. The Prize Winner who is responsible for collecting the Prize voucher for the Promotional Weeks 1, 2 and 3 Prizes from Crown Perth prior to Wednesday 30 June 2021, in accordance with the directions of the Promoter, or the Prize will be forfeited. The Promotional Week 4 Prize will be allocated to the Winners' Crown Rewards account by Friday 11 June 2021. The Prize may also be forfeited if the Promoter is unsuccessful in contacting the Prize Winner after reasonable attempts to do so with the information provided by the Prize Winner. The Prize Winners from Weeks 1 and 3 will each be issued a hotel stay prize letter containing details on how to make a booking.

#### **SECTION 6: GENERAL CONDITIONS**

- 15. Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
- 16. Privacy:** The Promoter may collect entrants' personal information, including name and contact details, for purposes associated with the conduct of the Promotion, including publicising the results. Uses may also include future promotion, marketing and publicity. The Promoter may disclose this information to an associated entity or other companies acting on the Promoter's behalf, which may include those located overseas in accordance with the Promoter's Privacy Policy. Unless otherwise advised by the entrant, each entrant consents to the retention and use of their information in this manner
- 17. Release:** To the fullest extent permissible by law, each entrant including the Prize winner and any person partaking in any component of the Prize, releases and indemnifies the Promoter from any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Prize or Promotion or participation in the Prize or Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prize, except for any liability which cannot be excluded by law. To the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter's responsibility for the provision of prizes is limited to the prizes as described in these Terms and Conditions, the Promoter accepts no further liability or commitment beyond those stated and is not liable for any failure of the Promoter's agents or contactors to supply the prizes as stated. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated. The Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to any acts which are not reasonably within its control, including as a result of any technical malfunction.
- 18. Force Majeure:** The Promoter will not be responsible for any forces of nature, acts of God, war (declared or undeclared), riot, explosion, acts of terrorism, labour or industrial dispute including strike, action or inaction of Government, forced or Government imposed closure of the venue or cessation of or interruption to trade and any other acts which are not reasonably within the control of the Promoter which may affect the Promotion. If one or more of these acts occur, the Promoter reserves the right to cancel the Promotion, defer the Promotion to a different date, or change these Terms and Conditions. Any change to the Promotion in these circumstances will be communicated to eligible entrants as soon as practicable.

- 19. Disputes:** In the event of a dispute, the decision of the Promoter is final and binding.
- 20. Alterations of Terms and Conditions:** Subject to approval being granted under Condition 13 of the general conditions attaching to Trade Promotion Lotteries issued by the Gaming and Wagering Commission of Western Australia, the Promoter reserves the right to alter these Terms and Conditions to address any misinterpretation, misinformation or misunderstanding that may arise in the application of these Terms and Conditions, as is permitted by law. The Promoters decision will be final.
- 21. Acceptance:** Participation in the Promotion constitutes acceptance of these Terms and Conditions.
- 22. Definitions:** If referred to in these Terms and Conditions, the following terms have the following means:
- a. *Active Contactable Crown Rewards Member* means a Crown Rewards member who, has agreed to receive email and/or SMS from the Promoter and has earned reward point(s) at Crown Perth using their Crown Rewards card in the 12 months prior to the relevant Prize Draw Time.
- 23. Disqualification:** Any failure to comply with these Terms and Conditions may result in immediate disqualification of an entrant or the Prize winner. Disqualification will be at the Promoter's sole discretion.
- 24. Cancellation:** The Promoter reserves the right to cancel the Promotion at any time prior to the commencement of the Promotion Period for any reason.
- 25. Responsible Service of Gaming:** Crown practises the Responsible Service of Alcohol and the Responsible Service of Gaming (**RSG**). The RSG Helpline is 1800 858 858 and the website is [www.gamblinghelponline.org.au](http://www.gamblinghelponline.org.au).