

## TERMS AND CONDITIONS – Win a Trip to the Barossa Valley

### SECTION 1: PROMOTION

1. **Promotion:** Yalumba Win a Trip to the Barossa Valley.
2. **Promoter:** Burswood Nominees Limited 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:** The Promotion will commence from 12pm Wednesday 9 January 2019 to 11.59pm Sunday 10 February 2019 (each day during the Promotional Period being a **Promotional Day**). 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:
  - a. be 18 years of age or older and a resident of Western Australia.
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 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);
  - a. they are a spouse, partner, sibling, parent or child of an Executive team member of Crown Perth;
  - b. they are excluded for any reason from the property of the Promoter;
  - c. any personal information or contact details are entered incorrectly;
  - d. they are a VIP Program Player (any Program Player not domiciled in Western Australia or Program Players from interstate or overseas); or
  - e. they have been disqualified from any prior promotion or offer for any reason by the Promoter.

### SECTION 3: ENTRY TO THE PROMOTION

**Entry:** Eligible entrants who purchase selected Yalumba products from Atrium Buffet, Silks, Modo Mio or Nobu during the Promotional Period will receive one (1) entry form per glass purchased or four (4) entry forms per bottle purchased. Eligible entrants will need to request an entry form at the time of payment. Purchase of Yalumba products is subject to Crown's House Management Policy, Code of Conduct and Management Plan dealing with the service of alcohol, as well as the Liquor Control Act 1988 (WA) and related legislation. Eligible entrants or a representative of the Promoter must place the completed entry form/s in the corresponding Promotional barrel located at each participating restaurant before 11.59pm on Sunday 10 February 2019 to be eligible to win. No other method of entry will be accepted. Lost entry form/s will not be replaced.

### SECTION 4: DRAWS

6. **Prize Draws:** A representative of the Promoter will conduct one (1) random draw at approximately 1pm Monday 11 February 2019 (as advised by the Promoter) at the Marketing Department Office in Crown Perth. A representative of the Promoter will combine entries from all restaurant Promotional barrels and randomly select one (1) entry form to determine one (1) Prize Winner.
7. **Prize Winner:** The Prize(s) described below in Section 5 will be awarded to the Prize Winner who has claimed their Prize in accordance with Term 11.

## SECTION 5: PRIZE

8. **Prize:** Two (2) return economy airfares from Perth to Adelaide on Qantas departing on Friday 6 September and returning on Sunday 8 September 2019, return Private Airport transfers, two (2) nights hotel accommodation for two (2) people in the Barossa Valley, South Australia, Barossa Gourmet Weekend event at Yalumba and dinner for two (2) at Vintners Bar & Grill and bus transfers from airport to the Barossa Valley.
9. **Prize Value:** The total maximum retail value of the Prizes is: \$ 2500
10. **Prize Conditions:** The Prize(s) are subject to the following conditions:
  - a. *No sale, transfer or exchange of Prize:* The Prize(s) is non-transferable and cannot be exchanged or redeemed for cash, or resold (at a premium or otherwise) or advertised or offered for resale on the internet or in any other medium. 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.
  - b. *Ancillary Costs:* Subject to any provision to the contrary, and if applicable, all transport (excluding the flights noted above), meals, beverages, spending money, insurances, service charges, taxes, transfers and ancillary costs, including cost of travel to and from the airport and Crown Melbourne are not included in a Prize unless specified and are the responsibility of the Prize Winner.
  - c. *Taxes:* If a Prize(s) or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
  - d. *Prize conditions: Prize Terms:* Subject to any provision to the contrary, and if applicable, all components of the Prize(s), including accommodation 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.
11. **Claim of Prize:** The respective Prize(s) will be awarded to the first valid entry drawn. A representative of the Promoter will contact the Prize Winner by the email address or telephone number provided on the entry form by 12 February 2019 and notified that they are the Prize Winner (**Notification**). The Prize Winner must reply by email to the Promoter within three (3) business days of receiving the Notification and must provide their full name and phone number. The Prize Winner must then contact Yalumba directly to arrange the Prize. The drawn entrant must provide personal identification to the satisfaction of the Promoter. If the Promoter is unable to successfully contact the Prize Winner after reasonable efforts to do so, or if the Prize Winner does not claim their Prize in accordance with the directions of the Promoter, the drawn entrant will have forfeited their right to the Prize. If the Prize Winner fails to claim the Prize by the deadline, they will forfeit their right to the Prize and a redraw will be undertaken in accordance with Term 13.
12. **Contact:** The Promoter will not contact any winners to notify them of the draw outcome unless stated.
13. **Redraw:** The Promoter reserves the right to redraw, in accordance with the terms and conditions of the original draw, in the event of an entrant being unable to satisfy these Terms and Conditions or forfeiting their right to the Prize. A redraw is to occur up to a maximum of ten times (or any other number of times as determined by the Promoter in its sole discretion). If an entrant has not claimed their right to the Prize in accordance with these Terms and Conditions after ten redraws (or that number of redraws as determined by the Promoter) the Prize will be forfeited.
14. **Winner Publicity:** The Promoter reserves the right and licence to use Prize Winners' names, suburbs, 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 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. **Release:** To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winner and any other 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 their 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. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. 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.

- 17. Force Majeure:** The Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to fire, flood, storm, plague, earthquake, volcanic eruption, riot, explosions, acts of terrorism, any labour or industrial dispute including strike, and any other acts which are not reasonably within the control of the Promoter.
- 18. Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
- 19. Privacy Notice:** The Promoter may collect entrants' personal information, including name and contact details, for the purpose of conducting the Promotion, including publicising the results of the Promotion. 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. By entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of their information in this manner.
- 20. Alteration 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 Promoter's decision will be final.
- 21. Acceptance of Terms and Conditions:** Participation in the competition constitutes an acceptance of these Terms and Conditions.
- 22. 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 and no correspondence will be entered into.
- 23. Cancellation of the Promotion:** The Promoter reserves the right to cancel the Promotion at any time prior to the commencement of the Promotion Period for any reason whatsoever.
- 24. Responsible Service of Gambling:** Crown practises the Responsible Service of Gambling (RSG). The RSG Helpline is 1800 801 098 and the website is [www.gamblinghelponline.org.au](http://www.gamblinghelponline.org.au).
- 25. Responsible Service of Alcohol:** Crown practises the Responsible Service of Alcohol (RSA).