

TERMS AND CONDITIONS – Pearl Room Mercedes-Benz Giveaway

SECTION 1: PROMOTION

- Promotion:** Pearl Room Mercedes-Benz Giveaway
- 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.
- Promotion Period:** The Promotion will occur from 6am on Monday 2 September 2019 to 8pm on Tuesday 17 September 2019. All times recorded throughout these Terms and Conditions are in Australian Western Standard Time.

SECTION 2: ELIGIBILITY

- Eligibility:** To be eligible to enter the Promotion, the entrant must be 18 years of age or older and Crown Rewards Gold, Platinum or Black member whose membership entitles them to access the Pearl Room during the Promotion Period.
- Non-Eligibility:** In addition to the criteria for being eligible, persons are not eligible to enter the Promotion or win any Prize if:
 - they are ineligible under Crown Resorts Limited's Gambling by Employees policy;
 - they are a spouse, partner, sibling, parent or child of an Executive team member of Crown Perth;
 - they are excluded for any reason from the property of the Promoter;
 - any personal information or contact details are entered incorrectly;
 - they are a VIP Program Player (means a patron who has signed up to a VIP Interstate or International Player Program outside of the Crown Rewards Loyalty Program); or
 - 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 will receive one (1) entry for every two hundred (200) Crown Rewards points they earn on any Table Game or Electronic Gaming Machine each Gaming Day (means 6am to 5.59am the following day) during the Promotional Period, up to a maximum of twenty (20) entries per Gaming Day. Crown Rewards points earned via Gaming activity must be earned via Active Play. Reward points will be 'earned' at the time they are posted to the member's Rewards points balance in accordance with the Crown Rewards terms and conditions, see crownperth.com.au/crown-rewards/terms-conditions. Eligible entrants will need to claim their entries from a VIK machine during the relevant Gaming Day points are earned or from 6am to 7.55pm on Tuesday 17 September 2019. In the event of a VIK malfunction, a Crown Rewards or Pearl Room host is to provide the entrant with a manual entry form.

To enter the Prize Draw, eligible entrants must place their completed entry form in the Prize Draw barrel located in Pearl Room. The Prize Draw barrel will be emptied of entries after the conclusion of the 8pm Prize Draw on Tuesday 17 September 2019, and those entries will be discarded and will not be eligible for any further Prize Draws.

In the event of any technical issues experienced during any Promotion Day, The Promoter reserves the right to alter the entry mechanic, including but not limited to the process by which entries are earned, which will be announced within the Promoter's venue during the relevant Promotion Day. Upon such technical issues being rectified the entry mechanism detailed above shall resume.

SECTION 4: DRAWS

- Prize Draw:** At approximately 8pm on Tuesday 17 September 2019, a representative of the Promoter will conduct a random barrel based draw of all entries in the Prize Draw barrel at Pearl Room, Crown Perth, to determine one (1) Prize Winner, who must each claim their Prize in accordance with Term 12.
- Prize Winners:** The Prize described below in Section 5 will be awarded to the entrant who has claimed their Prize in accordance with Term 12.

SECTION 5: PRIZE

- Prize:** The Prize for the Prize Winner comprises of 1 x Mercedes-Benz CLA 200 Coupé in Cosmos Black metallic paint valued at \$65,713.20 including:
 - Western Australia 12 Month Registration Fee;
 - Western Australia Stamp Duty; and
 - Dealer Delivery from Automotive Holdings Group Limited (AHG) WA Pty. Ltd. trading as Diesel Motors of 1093-1101 Albany Hwy, Bentley WA 6102.
 - The Prize Winner will be presented at the Prize Draw with a letter regarding the Prize and collection from Diesel Motors. All Prize collection arrangements and Prize warranty matters shall be directed to Diesel Motors.
- Prize Value:** The total maximum retail value of the Prize is: \$65,713.20.
- Prize Conditions:** The Prize is subject to the following conditions:

- a. *No exchange of Prize:* If for any reason, a Prize Winner cannot take any component of the Prize then the Prize will be forfeited.
 - b. *Ancillary Costs:* Subject to any provision to the contrary, and if applicable, all ancillary costs are not included in a Prize unless specified and are the responsibility of the Prize Winner.
 - c. *Taxes:* If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
 - d. *Prize Terms:* Subject to any provision to the contrary, and if applicable, all components of the Prize 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.
- 12. Claim of Prize:** If the drawn entrant wishes to claim the Prize, the drawn entrant must be physically present within the Promoter's venue and confirm this fact and his/her eligibility under these Terms and Conditions by notifying a Pearl Room host in the Pearl Room, in person within two (2) minutes of the announcement of the relevant draw. If a draw is broadcast live into another venue within the Complex, the drawn entrant must be physically present within the Promoter's venue and may claim the Prize by notifying one of the Promoter's hosts within that venue in person by the deadline. The drawn entrant must provide personal identification to the satisfaction of the Promoter. If the drawn entrant fails to claim the Prize by the deadline, the drawn entrants will be deemed to have forfeited the Prize and a redraw by the Promoter will be undertaken in accordance with Term 14.
- 13. Contact:** The Promoter will not contact any winners to notify them of the draw outcome unless stated.
- 14. Redraw:** The Promoter reserves the right to redraw, in accordance with the terms and conditions of the original draw, in the event of the drawn 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 awarded to the first drawn entrant, with this entrant being notified by mail or phone.
- 15. Winner Publicity:** The Promoter reserves the right and licence to use Prize Winner's name, suburb, photograph, 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 Winner.

SECTION 6: GENERAL CONDITIONS

- 16. Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
- 17. 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.
- 18. 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.
- 19. Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
- 20. 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.

- 21. 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.
- 22. Acceptance of Terms and Conditions:** Participation in the competition constitutes an acceptance of these Terms and Conditions.
- 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 and no correspondence will be entered into.
- 24. 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.
- 25. 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