

TERMS AND CONDITIONS – Pearl Room Golden Tuesdays

SECTION 1: PROMOTION

- Promotion:** Pearl Room Golden Tuesdays.
- 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 commence at 6am on Tuesday 30 July 2019 and will close at 8pm on Tuesday 27 August 2019 (unless extended by the Promoter at its discretion) with each Tuesday being a Promotion Day. All times recorded throughout these Terms and Conditions are in Australian Western Standard Time.

Subject to any changes in accordance with these terms and conditions, the Prize Draw will occur weekly at approximately 7.30pm (Prize Draw Time) and the Prize Draw Announcement will occur weekly at approximately 8pm (Prize Draw Announcement Time) on Tuesdays (Prize Draw Day) during the Promotional Period.

The Promoter reserves the right to change the weekly Prize Draw Day, Prize Draw Time and Prize Draw Announcement Time or declare that more than one Prize Draw will be held in any week or that a Prize Draw will not be held any week at any time upon notification in accordance with Term 13. 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 a Crown Rewards Gold, Platinum or Black tier member whose:
 - home property is noted as Crown Perth, that is if the member signed up at Crown Perth or resides in Western Australia; and
 - whose membership entitles them to access the Pearl Room as at 6am on the relevant Draw Day.
- 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:** Unless otherwise determined by the Promoter in accordance with these Terms and Conditions, all eligible entrants who have satisfied the criteria in Term 4 are automatically entered into the Promotion. The Promoter reserves the right to change the entry mechanics of the Promotion.

SECTION 4: DRAWS

- Prize Draw:** Unless otherwise determined by the Promoter in accordance with these Terms and Conditions, at the Weekly Prize Draw Time, a representative of the Promoter will conduct a random virtual draw using a random system where a Crown Rewards membership number is randomly selected from all eligible entrants, in the Pearl Room, Crown Perth to determine one (1) Prize Winner per Weekly Prize Draw.

The drawn entrant must claim the relevant Prize in accordance with Term 12. If the drawn entrant fails to claim that Prize in accordance with Term 12, the drawn entrant will be deemed to have forfeited his/her right to that Prize, and the Prize will jackpot to the next Weekly Prize Draw (and each subsequent Weekly Prize Draw until validly claimed) or, in the case of the last Weekly Prize Draw of the Promotion on Tuesday 27 August 2019, the Promoter will conduct a redraw in accordance with Term 14.

In the event of a system malfunction, a report will be generated as at the time that the Promoter's Corporate Data Warehouse Daily Load occurs (approximately 6am) on the Prize Draw Day which will include a list of eligible entrants as the latest available time, and a random draw will take place from that list to determine one Prize Winner.

The Promoter reserves the right to change the Prize Draw mechanics of the Promotion at any time.

8. **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

9. **Prize:** The Prize for each Weekly Prize Draw is \$10,000 per Prize Winner plus any jackpot amount in accordance with Term 7. The Promoter reserves the right to increase the Prize from \$10,000 per Prize Draw by any amount and for any Prize Draw.
10. **Prize Value:** The total maximum retail value of the Prize is: \$50,000.
11. **Prize Conditions:** The Prize is subject to the following conditions:
- No exchange of Prize:* If for any reason, a Prize Winner cannot take any component of the Prize then the Prize will be forfeited.
 - 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.
 - Taxes:* If a Prize 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 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 entrant will be deemed to have forfeited his/her right to the Prize, and the Prize amount will jackpot to the next Weekly Prize Draw. If a drawn entrant fails to claim the Prize for the Prize Draw on Tuesday 27 August 2019 the Prize will not jackpot and a redraw will occur in accordance with Term 14 until a Prize Winner has claimed their right to the Prize.
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 default final Prize as in accordance with Term 9 will be 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.