

## TERMS AND CONDITIONS – Melbourne Cup: Restaurant Best Dressed

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### SECTION 1: PROMOTION

- Promotion:** Melbourne Cup: Restaurant Best Dressed
- 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 10am (WST) on Tuesday 3 November 2020 and will close at 1pm (WST) on Tuesday 3 November 2020. 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 resident in Western Australia; and
  - hold a ticket to a 2020 Melbourne Cup event at Nobu, Bistro Guillaume, Modo Mio or Market & Co at Crown Perth.
- 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 an employee of one of the Crown Group of Companies, including Crown Melbourne, Crown Sydney, Crown Perth, or Crown Resorts Limited;
  - 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.

### SECTION 3: ENTRY TO THE PROMOTION

- Entry:** All ticket holders will be automatically entered and assessed as per clause 7 below.

### SECTION 4: DRAWS

- Prize Draws:** After 1pm (as advised by the Promoter) a representative of the Promoter will announce two (2) Prize Winners who are deemed Best Dressed at each of the following venues: Nobu, Bistro Guillaume, Modo Mio and Market & Co. Prize Winners will be determined by a judging panel comprised of three representatives of the Promoter, by reference to the following criteria:
  - Style and originality; appropriateness of the outfit for Melbourne Cup race day; attention to detail with accessories e.g. hat, lapel flower; understanding and interpretation of the current fashion trends; grooming and deportment and audience feedback.
- Prize Winner:** The Prize(s) described below in Section 5 will be awarded to the Prize Winner(s) who have claimed their Prize in accordance with Term 12.

### SECTION 5: PRIZE

- Prize:** Two (2) Prize Winners at each of the following venues: Nobu, Bistro Guillaume, Modo Mio and Market & Co, will each receive a Moët & Chandon Brut Imperial NV 1.5L Magnum.
- Prize Value:** The total maximum retail value of each of the Prize(s) is: \$169.99 with the total retail value of the Prizes being \$1,359.92.
- Prize Conditions:** The Prize(s) are subject to the following conditions:
  - 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.
  - Ancillary Costs:* Subject to any provision to the contrary, and if applicable, all ancillary costs are not included in a Prize(s) 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:* The Prize(s) must not be opened and/or consumed in a public place, or on the property of the Promoter.
  - Responsible Service of Alcohol:* Crown practises the Responsible Service of Alcohol.
- Claim of Prize:** The Prize Winners responsible for claiming the Prize in accordance with the directions of the Promoter by 5pm on Tuesday 3 November 2020, or the Prize will be forfeited.
- Contact:** The Promoter will announce the Prize Winners at the Venue but will not otherwise contact any winners to notify them of the draw outcome unless stated.
- 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.

- 15. 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 Perth unless a written request for anonymity is received from the Prize Winners.

#### **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, human error or omission, 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 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 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.