

TERMS AND CONDITIONS – Crown Perth Footy Fever

SECTION 1: PROMOTION

1. **Promotion:** Crown Perth Footy Fever
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. **Promotion Period:** The Promotion will occur between 6am and 10.30pm every Friday and Saturday from Friday 16 August 2019 to Saturday 14 September 2019 (each Friday and Saturday being a **Promotion 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 be 18 years of age or older.
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);
 - b. they are a spouse, partner, sibling, parent or child of an Executive team member of Crown Perth;
 - c. they are excluded for any reason from the property of the Promoter;
 - d. any personal information or contact details are entered incorrectly;
 - e. 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
 - f. they have been disqualified from any prior promotion or offer for any reason by the Promoter.

SECTION 3: ENTRY TO THE PROMOTION

Entry: Crown Rewards members can receive one entry for every 10 Crown Rewards points they earn on the relevant Promotion Day, up to a maximum of 20 entries per Promotion 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. To earn points from dining, eligible entrant must present their Crown Rewards membership card at time of settling the bill.

Active Play means the entrant must have earned Crown Rewards points by actively gaming and betting. Active Play does not include any points earned passively or without active gaming or betting.

The Promoter reserves the right to review any entrant's eligibility from time to time at its discretion to determine whether entries were earned using Crown Rewards points not earned through Active Play. In the event the Promoter in its absolute discretion determines that entries were earned using points not earned through Active Play the Promoter may disqualify any entrants or void any entries.

Emailable Crown Rewards members will receive one (1) bonus entry form each Promotional Day.

Crown Rewards members who receive their entry from the above means will need to claim their entries from a VIK machine between 6am and 10.25pm on the relevant Promotion Day. In the event of a VIK malfunction, a Crown Rewards host is to provide the entrant with a manual entry form.

Eligible entrants who join Crown Rewards during a Promotion Day will receive one bonus entry form at the point of signup.

Eligible entrants can also earn entries in the following ways each Promotion Day:

- a) Dine at a participating restaurant:
 - 1 entry per person per transaction at Carvers, Snax, 88 Noodle Bar, Riverside Café, Cotta and Junction Grill
 - Patron to request entry when presented with the bill
- b) Poker Cash Games or Tournaments:
 - 1 entry per person per day
 - Patron to request entry when they enter and register at Crown Perth Poker
- c) Spend \$5 or more on Keno:
 - 1 entry per person per transaction (maximum of 4 entries per person per day)
 - Patron to request entry when they spend \$5 or more on Keno in one transaction at Keno

- d) Purchase a Carlton Draught or Jim Beam product and must request an entry form:
- 1 entry per person per transaction at Crown Sports Bar, Mesh Bar, Groove Bar & Lounge, Fusion, Riverside Room, Baccarat Room, Snax Bar, Carvers Bar or Drink Steward (maximum of 2 entries per person per day). Purchase of Carlton Draught and Jim Beam 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.

To enter the Prize Draws, eligible entrants must place their completed entry form(s) in one of the corresponding Prize Draw barrels located next to the promotional stage near Carvers (**Promotional Stage**), in the Riverside Room or in the Pearl Room before a Prize Draw to be eligible for the subsequent Prize Draw/s of that Promotion Day. However, all Prize Draw barrels will be emptied of entries after the conclusion of the 10.30pm Prize Draw each Promotion Day and those entries will be discarded and will not be eligible for any further Prize Draws. In addition, the barrel in the Riverside Room will be emptied 10 minutes prior to each Prize Draw and the barrel in the Pearl Room will be emptied 15 minutes prior to each Prize Draw. A representative of the Promoter will place all entries removed from the Riverside Room barrel and the Pearl Room barrel into the barrel next to the Promotional Stage near Carvers before the commencement of the next Prize Draw. Any entries after the Pearl Room and/or Riverside Room barrels have been emptied for the Prize Draw during the relevant Promotion Day must be placed in the Prize Draw Barrel next to the Promotional Stage prior to the Prize Draw to be included in the Prize Draw on that Promotion Day.

Entry forms for drawn entrants at the earlier draws on each Promotion Day who do claim their right to the Prize as per Term 12 will be returned to the barrel for the chance at the later Prize Draws, whenever the later Prize Draws are conducted on the same Promotion Day.

In the event of any technical issues experienced during a 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 on the relevant Promotion Day. Upon such technical issues being rectified the entry mechanism detailed above shall resume.

SECTION 4: DRAWS

- 6. Minor Prize Draws:** At approximately 8.30pm and 9.30pm each Promotion Day, a representative of the Promoter will conduct a random draw of all entries in the Prize Draw barrel at the Promotional Stage, Crown Perth, to determine two (2) Prize Winners per Prize Draw, who must each claim their right to participate in the Promotion Game in accordance with Term 12 (**Participant**).

Promotion Game:

Each Participant will play a Promotional Game on the Promotional Stage where will be presented five (5) AFL footballs each, with each participant receiving either yellow or red AFL footballs. Each participant has thirty (30) seconds to handball their respective AFL footballs through the targets presented to win cash. There will be four (4) AFL goal posts displayed on the Promotional Stage with a total of three (3) set targets, one (1) set target between each gap of the goal posts. Participants will receive \$50 for each one (1) of their respective AFL footballs successfully handballed in any one (1) of the two (2) targets on left and right hand side of the display and \$100 for each one (1) of their respective AFL footballs successfully handballed in the middle target. The Participant will receive \$200 for participating in the game. If any of the Participants are wearing their own pair of limited edition Crown Perth Lucky Socks on their feet at the time of the relevant Prize Draw the Participant will receive a bonus Prize of \$150 cash. Or, if any of the Participants show their own pair of limited edition Crown Perth Lucky Socks at the time of the relevant Prize Draw, the Participant will receive a bonus Prize of \$100 cash. Participants can only receive one of the Crown Perth Lucky Socks bonus prizes. The maximum amount each the Participant can win is \$850.

Each Participant must comply with the directions of the Promoter, whose decision will be final. Any failure to comply with the rules of the Promotional Game or the directions of the Promoter may result in immediate disqualification of the Participant and of the right to win a Prize, or any other consequence, as determined by the Promoter in its sole discretion and no correspondence will be entered into.

Only the Participant may participate in the Promotional Game. A Participant who is unable to participate due to health, medical or other reasons, in the discretion of the Promoter, is permitted to nominate a proxy to participate on their behalf.

Major Prize Draw: At approximately 10.30pm each Promotion Day, a representative of the Promoter will conduct a random draw of all entries in the Prize Draw barrel at the Promotional Stage, Crown Perth, to determine one (1) Prize winner who must claim their right to the Major Prize in accordance with Term 12 to win one of ten packages to the 2019 AFL Grand Final in Melbourne, Australia as detailed in Term 9. There are ten (10) packages in total to be won.

In the event of any technical issues experienced on any Promotion Day, The Promoter reserves the right to alter the draw mechanic which will be announced within the Promoter's venue on the relevant Promotion Day.

7. **Prize Winner:** The Prize(s) described below in Section 5 will be awarded to the Participant who has claimed the right to participate in the Promotional Game or the right to the Major Prize in accordance with Term 12.

SECTION 5: PRIZES

8. **Minor Prize Draw:** The Prize for each Participant will be the cash Prize determined in accordance with the Promotional Game as described in Term 6.
9. **Major Prize Draw:** The Prize for each Prize Winner will be a 2019 AFL Grand Final Package valued at approximately \$7,926 for two people for the dates Thursday 26 September 2019 to Sunday 29 September 2019;
- 2 x Return economy flights on Virgin Australia from Perth to Melbourne;
 - 3 nights' accommodation at Crown Promenade Melbourne in one (1) x Standard Twin room;
 - Crown Grand Final Breakfast; and
 - 2 x Category 3 - 2019 AFL Grand Final Tickets for Saturday 28 September 2019.
10. **Prize Value:** The total maximum retail value of the Prize(s) is estimated to be: \$113,260.
11. **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 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.
 - Grand Final Packages:* As detailed on the prize letter, the Prize Winners of the 2019 AFL Grand Final packages must provide full legal names of the two travellers who will be claiming the prize to Travel & Sports Australia by Monday 16 September 2019. No changes can be made to the names after this time.
12. **Claim to Participate in Promotion Game/Major Prize:** If the drawn entrant wishes to claim his/her right to participate in the Promotional Game/Major 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 Crown Rewards host in person at the Promotional Stage, Crown Perth 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 his/her right to participate in the Promotional Game 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 his/her right to participate in the Promotional Game/Major Prize by the deadline, the drawn entrant will be deemed to have forfeited his/her right to participate in the Promotional Game/Major Prize and any 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 the drawn entrant is unable to satisfy these terms and conditions or forfeits 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) in the case of the 8.30pm and 9.30pm Prize Draws the default Prize of \$200 cash and will be awarded to the first drawn entrant, and in the case of the Major Prize Draw the Prize 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 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

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. Definitions:** If referred to in these Terms and Conditions, the following terms have the following meanings:
 - a)** 'Emailable Crown Rewards Members' means a Crown Rewards member who as opted in to receive emails from Crown Perth and who has provided a valid and up to date email address.
- 22. 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.
- 23. Acceptance of Terms and Conditions:** Participation in the competition constitutes an acceptance of these Terms and Conditions.
- 24. 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.
- 25. 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. The Promoter reserves the right to cancel the Promotion at any time during the Promotion Period for any reason given 30 days' notice before the cancellation of the Promotion.
- 26. Responsible Service of Gambling:** Crown practises the Responsible Service of Gambling (**RSG**). The RSG Helpline is 1800 858 858 and the website is www.gamblinghelponline.org.au.