

TERMS AND CONDITIONS – CHRSTMAS EXTRAVAGANZA DOOR PRIZE

SECTION 1: PROMOTION

- Promotion:** Christmas Extravaganza Door Prize
- 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 7.00pm on Friday 3 December 2021 and will close at 12.00am on Saturday 4 December 2021. 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 of Western Australia; and
 - hold a ticket to and attend the Crown Perth Christmas Extravaganza event in Crown Ballroom on Friday 3 December 2021.
- 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 Limited, Crown Sydney Gaming Pty Ltd, Crown Sydney Property Pty Ltd, Burswood Resort (Management) Limited 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, Crown Melbourne or Crown Sydney; or
 - any personal information or contact details are entered incorrectly on the entry form.

SECTION 3: ENTRY TO THE PROMOTION

Entry: Participants must attend the Christmas Extravaganza at Crown Ballroom, Crown Perth on Friday 3 December to receive an entry form placed at their table. Limit of one (1) entry per person. Eligible entrants must provide all the information required on the entry form and place the completed entry form in the corresponding barrel located in Crown Ballroom by 8.30pm on 3 December 2021 to be eligible to win a prize. No other method of entry will be accepted.

SECTION 4: DRAWS

- Prize Draws:** A representative of the Promoter will conduct five (5) random draws from the pool of valid entries on stage at Crown Ballroom between 8.30pm and 11.59pm on 3 December 2021 to determine the winners for each prize.
- Prize Winner:** The Prizes described below in Section 5 will be awarded to the five (5) Prize Winners who claim their Prize in accordance with Term 11.

SECTION 5: PRIZES

- Prizes:** The five (5) prizes are as follows:
 - Prize One: one (1) night stay at a Crown Towers Crystal Villa at Crown Perth including, butler service, Crystal Club access for two (2) and valet parking for one (1) vehicle valued at \$3,859.00.
 - Prize Two: one (1) \$150 Nobu dining voucher.
 - Prize Three: one (1) \$150 Epicurean dining voucher.
 - Prize Four: one(1) \$150 Silks dining voucher.
 - Prize Five: one (1) \$150 Bistro Guillaume dining voucher.
- Prize Value:** The total retail value of the Prizes is \$4459.00
- Prize Conditions:** The Prize(s) are subject to the following conditions:
 - No sale, transfer or exchange of Prize:* The Prizes are 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 a Prize or the Prize, then the Prize will be forfeited.
 - Ancillary Costs:* Subject to any provision to the contrary, and if applicable, all transport, meals, beverages, spending money, insurances, service charges, mini bar charges, taxes, transfers and ancillary costs, including cost of travel to and from Crown Perth are not included in a Prize unless specified and are the responsibility of the Prize Winner.
 - Fringe Benefit Taxes:* The Promoter will pay any Fringe Benefits Tax arising from the provision of the Prize and where appropriate the grossed-up value of the fringe benefit will be disclosed on the entrant's Payment Summary as a Reportable Fringe Benefit. Entrants should be aware that prizes form part of their total remuneration and may be included in determining their entitlement to Federal Government provided benefits such as Family Tax Benefit and HELP – refer to [https://www.ato.gov.au/General/Fringe-benefits-tax-\(fbt\)/In-detail/Employees/Reportable-fringe-](https://www.ato.gov.au/General/Fringe-benefits-tax-(fbt)/In-detail/Employees/Reportable-fringe-)

benefits---facts-for-employees/. Accordingly, entrants should seek independent tax and other professional advice to determine the consequences of accepting the Prize.

- d. *Crown Towers Perth Accommodation Terms*: Terms and conditions apply. The Prize Winner must arrange the hotel accommodation component of the Prize as per the instructions set out in the prize letter. The prize letter must be presented on the day of booking. Advance booking required and subject to availability. Some blackout periods or limited availability may apply to special event periods and public holidays. Stay is for a maximum of two (2) adults. No further discounts apply. Cannot be used in conjunction with any other offer or promotion. A 24-hour cancellation policy applies. Service fee of 1.2% applies to accounts settled by credit card. Not redeemable for cash. Not transferable. If the Crystal Club access for two (2) and valet parking for one (1) vehicle are not redeemed prior to check out, it will be deemed forfeited.
 - e. *Restaurant dining vouchers*: Restaurant dining vouchers are valid for six (6) months from the date of issue and may be taken at any time, subject to availability. Extensions to the expiry date of restaurant dining vouchers will not be permitted.
 - f. *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.
 - g. *Health and Safety*: The health and wellbeing of our guests and employees remains our number one priority and as such, if you have been feeling unwell or are experiencing symptoms such as a cough, fatigue, headaches or fever, we kindly ask that you reschedule your visit to Crown. Mandatory contact registration is in place at the Promoter's property. Guests must register their details using the SafeWA app prior to entering the Promoter's venues. Guests who do not comply with the mandatory contact registration requirements will not be permitted to enter any of the Promoter's venues. For more information visit <https://www.crownhotels.com.au/perthguestsafety.html>. Should the Western Australian Government's directions or policies, or the Promoter's policies, require that guests attending the Promoter's premises are vaccinated against COVID-19, guests must provide the Promoter with proof of their vaccination status or a valid medical exemption prior to entering the Promoter's venue.
- 11. Claim of Prize:** Each prize will be awarded to the first valid entry randomly drawn in each prize draw. Entrants must be present at the Christmas Extravaganza and claim the prize within the timeframe announced by the Promoter's representative at the time of the prize draw. Prize Winners will be provided with restaurant dining vouchers (Prizes Two, Three, Four and Five) or a prize letter (Prize One) at the time of the draw. Prize Winners must provide valid identification to the satisfaction of the Promoter. If the Prize Winner is not present at the Christmas Extravaganza and fails to claim the Prize within the timeframe announced by the Promoter's representative, the Prize Winner 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 Prize 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 (10) times (or any other number of times as determined by the Promoter in its sole discretion). If a Prize Winner has not claimed their right to the Prize in accordance with these Terms and Conditions after ten (10) redraws (or the 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,

human error or omission, 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 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.
- 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 which is available at www.crownperth.com.au. By entering this Promotion 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 this Promotion 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.