

TERMS AND CONDITIONS – Baccarat Room Lucky Caps

SECTION 1: PROMOTION

- Promotion:** Baccarat Room Lucky Caps
- 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 between 9pm and 10.30pm every Sunday and Monday from Sunday 30 July 2017 to Monday 21 August 2017 (each Sunday and Monday being a **Promotion Day**). 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;
 - be a Crown Rewards member; and
 - be playing in the Baccarat Room in accordance with the entry requirements in Term 6.
- 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; or
 - they are a VIP Program Player (anyone not domiciled in Western Australia and / or interstate or overseas program player).

SECTION 3: ENTRY TO THE PROMOTION

- Entry:** Eligible entrants who are actively playing and have their Crown Rewards card in use on any Table Game in the Baccarat Room (excluding Vegas Star, Rapid or Touchbet Products) during the Prize Draw Times on the relevant Promotion Day are automatically entered into the Promotion. As long as the eligible entrant's Crown Rewards card is actively in use they will stay eligible for the Promotion, as soon as their Crown Rewards card is no longer in use eligibility into the Promotion will cease..

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: PRIZE DRAW

- Prize Draws:** At approximately 9pm, 9.15pm, 9.30pm, 9.45pm, 10pm, 10.15pm and 10.30pm each Promotion Day (**Prize Draw Times**), the Promoter will conduct a random virtual Prize Draw in the Baccarat Room at Crown Perth to determine one (1) entrant per Prize Draw, seven (7) per Promotion Day, who must claim their right to participate in the Promotion Game in accordance with Term 11 (**Participant**). Winners will have their name, Crown Rewards number and relevant table they are carded at displayed on the plasma screens in the Baccarat Room as well as announced live over the Baccarat Room PA System.

Promotional Game:

- Participant will choose one (1) sports cap out of five (5) available for selection at each draw time, to determine their Prize, which is a hidden Complimentary Gaming Chip voucher amount. Prizes will comprise of the following voucher amounts:
 - \$100
 - \$200
 - \$300
 - \$400
 - \$500
- Once a cap is selected and removed, it will be replaced with another cap and Complimentary Gaming Chip voucher amount, so that there are always five (5) caps to choose from at each draw time.
- Participants will also get to keep whichever cap they choose along with the cash.

SECTION 5: PRIZE

- Prize:** The Prize(s) for each Participant will be the Prize determined in accordance with the Promotion Game as described in Term 7.
- Prize Value:** The total estimated retail value of the Prize(s) is expected to be: \$16,100.
- 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), 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(s) 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(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.
- 11. Claim of Prize in the Promotional Game:** If the drawn entrant wishes to claim his/her right to participate in the Promotional Game, 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/Baccarat Room host in person in the Baccarat Room, 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 by the deadline, the drawn entrant will be deemed to have forfeited his/her right to participate in the Promotional Game and any Prize and a redraw by the Promoter will be undertaken in accordance with Term 13.
- 12. Contact:** The Promoter will not contact any 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 participate in a Promotional Game. 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 participate in the Promotional Game in accordance with these terms and conditions after ten redraws (or that number of redraws as determined by the Promoter) the default Prize of \$200 will be awarded to the first drawn entrant, with this entrant being notified by mail or phone.
- 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 the Baccarat Room 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, 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 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.
- 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. By entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of their information in this manner.
- 20. Definitions:** If referred to in these Terms and Conditions, the following terms have the following meanings:

- a. '*Gaming Day*' means 6am to 5.59am the following day.
- 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.