

TERMS AND CONDITIONS – Melbourne Cup: Restaurant Win a Crown Staycation

SECTION 1: PROMOTION

- Promotion:** Melbourne Cup: Restaurant Win a Crown Staycation
- 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 5pm (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 Melbourne Cup 2020 event at Nobu, Bistro Guillaume, Modo Mio, Market & Co, Epicurean or La Vie 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:** An event booklet containing an entry form will be placed at ticket holders designated seat. Limit of one (1) entry per person. Eligible entrants must complete the entry form and place it in the corresponding entry barrel located in the Crown Metropal Lobby by 5pm on Tuesday 3 November 2020 to be eligible to win. No other method of entry will be accepted.

SECTION 4: DRAWS

- Prize Draws:** The Promoter will conduct one (1) random draw from all entries in the entry barrel at 10am (WST) on Thursday 5 November 2020 at the Crown Perth Marketing Department Office. A representative of the Promoter will randomly draw one (1) entry form from the entry barrel to determine the one (1) winner of the Prize.
- Prize Winner:** The Prize(s) described below in Section 5 will be awarded to the Prize Winners who have claimed their Prize in accordance with Term 12.

SECTION 5: PRIZE

- Prize:** The Prize(s) for the Prize Winner comprise(s) of the following components:
 - One (1) night accommodation in a Deluxe King room at Crown Towers Perth, valued at \$350.90.
 - Two (2) x 90 minute Blissful Marma Massages at Crown Spa, including a Day Bed Session at Crown Towers Pool, valued at \$695.
 - \$250 Crown Gift Card.
- Prize Value:** The total maximum retail value of the Prize(s) is: \$1,295.90.
- 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 transport, meals, beverages, spending money, insurances, service charges, taxes, mini bar charges, transfers and ancillary costs, including cost of travel to and from the property are not included in the 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), including the Crown Towers Perth accommodation component, are subject to availability and to the Promoter's individual terms and conditions applicable to that particular component of the Prize. 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.
 - Crown Perth Towers Accommodation Terms:** Terms and conditions apply. Valid until 3 November 2021. Valid Sunday to Thursday. 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 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 1.5% applies to accounts settled by credit card. Not redeemable for cash. Not transferable.

- f. *Crown Spa Terms*: Valid until 30 June 2021. Advance reservation must be made in order to redeem this component of the Prize. Cannot be exchanged for cash or redeemed on weekends & public holidays. This prize is not valid in conjunction with any other promotion. The prize voucher must be presented on the day of booking. Cancellation policy: Spa appointments are reserved especially for you. Should you wish to cancel or change the appointment, please let us know 24 hours in advance in order to avoid a 100% cancellation charge.
 - g. *Crown Gift Card*: The Prize(s) is subject to the Crown Gift Card terms and conditions as listed on the card and set out on the website at www.crowngifts.com.au and to the expiry date.
 - h. *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 stay or visit to the Crown Spa. For more information visit <https://www.crownhotels.com.au/perthguestsafety.html>
- 12. Claim of Prize:** The Prize Winner will be contacted by the Promoter by the phone number and/or email provided on the entry form, and notified that they are the Prize Winner (**Notification**). The Prize Winner must provide appropriate identification to the Promoter within three (3) business days of the Notification (**Deadline**). The Promoter will then arrange booking and redemption of the Prize directly with the Prize Winner. The booking and redemption of the Prize is subject to availability. If the Prize Winner does not contact the Promoter and provide appropriate identification by the Deadline, the Prize Winner forfeits its right to the Prize, without further communication from the Promoter and a redraw 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 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 contractors 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.