

TERMS AND CONDITIONS – Crown Perth's Crown Escapes

SECTION 1: PROMOTION

1. **Promotion:** Crown Perth's Crown Escapes 2023
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 each Thursday, from 6am Thursday 2 November until 9pm Thursday 23 November 2023 (each Thursday during the Promotion Period being a **Promotional Day**). All times recorded throughout these Terms and Conditions are in Australian Western Standard Time.

SECTION 2: ELIGIBILITY

4. **Eligibility:** Subject to Term 5, to be eligible to enter the Promotion or win any Prize, an entrant must be:
 - a. a Western Australian resident over 18 years of age; whose Home Property is Crown Perth;
 - b. a Crown Rewards Gold, Platinum, or Black tier member on the relevant Promotion Day.
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 excluded from entering the property of the Promoter, Crown Melbourne or Crown Sydney for any reason.
 - b) any personal information or contact details that are provided or entered incorrectly;
 - c) they are ineligible under Crown Resorts Limited Gambling by Employees Policy (under which employees of the Crown Group and its associated entities are ineligible to enter the Promotion);
 - d) they are a spouse, partner, sibling, parent or child of an Executive team member of the Promoter; or
 - e) they have been disqualified from any prior promotion, competition or offer for any reason by the Promoter;

A person who satisfies the criteria in Term 4 and 5 is an **Eligible Entrant**.

SECTION 3: ENTRY TO THE PROMOTION

6. **Entry:** Eligible Entrants will receive one (1) entry for every fifty (50) Crown Rewards points earned at Crown Perth between 6am and 8.55pm each Promotional Day (**Entry**), up to a maximum of ten (10) earned Entries per Promotional Day. Eligible Entrants must visit a VIK between 6pm to 8.55pm to claim their Entry form/forms during the relevant Promotional Day.

Crown Rewards points will be 'earned' at the time they are posted to the Eligible Entrant's Crown Rewards points balance in accordance with the Crown Rewards Terms and Conditions, see www.crownperth.com.au/crownrewards/terms-conditions. Crown Rewards points earned via Gaming activity must be earned via Active Play. 'Active Play' means the Eligible Entrant must have earned Crown Rewards points by actively gaming during the Promotional Period. Active Play does not include any points earned passively or without active gaming or betting.

To enter the Prize Draws, Eligible Entrants must place their completed Entry forms in the corresponding Prize Draw barrel located next to the promotional stage (**Main Casino Stage**), in the Riverside Room or in the Pearl Room before a Prize Draw to be eligible for the Prize Draw(s) of that Promotional Day. Eligible Entrants must place their Entries at the following times on each of the relevant Promotional Day

- **Prize Draw at 8pm:** Between 6pm to 8pm (or prior to the transfer of Entries contained in the Riverside Room and Pearl Room barrels).
- **Prize Draw at 9pm:** Between 6pm to 9pm (or prior to the transfer of Entries contained in the Riverside Room and Pearl Room barrels).

All Entries contained in the Riverside Room and Pearl Room barrels will be transferred to the Casino Stage barrel at the following times:

- Riverside Room: 10 minutes prior to the 8pm and 9pm Prize Draws.
- Pearl Room: 15 minutes prior to the 8pm and 9pm Prize Draws.

The Prize Draw barrel will be emptied at the conclusion of the 9pm Prize Draw and those Entries will be discarded and will not be eligible for any further Prize Draws.

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

SECTION 4: PRIZE DRAW AND PROMOTIONAL GAME

7. Prize Draws:

- At approximately 8pm on each Promotional Day, a representative of the Promoter will conduct three (3) random draws from the pool of valid Entries at the Main Casino Stage to determine three (3) prize winners.
- At approximately 9pm on each Promotional Day, a representative of the Promoter will conduct one (1) random draw from the pool of valid Entries at the Main Casino Stage to determine one (1) prize winner.

For the avoidance of doubt, each Eligible Entrant will only be entitled to one (1) drawn Entry per Prize Draw. If an Eligible Entrant has two (2) or more drawn Entries per Prize Draw, the subsequent Entry/Entries will be discarded and a redraw will occur to determine the other winner(s) in accordance with Term 13.

The Promoter shall display the Prize Draw Winner's name and Crown Rewards number on the plasma screens where possible across the Promoter's Casino, online and make a verbal announcement over the public address system.

SECTION 5: PRIZES

8. Prizes:

- Each Prize Winner at the 8pm prize draw shall win \$1,000.
- The Prize Winner at the 9pm Prize Draw shall win a Crown Towers Perth two-night stay in one of the Crown Towers Deluxe Villas, including breakfast for two (2) guests at Crown Perth's Epicurean restaurant, valet parking for one (1) and Crystal Club access for two (2) during the stay (subject to prize condition 10c).

9. Prize Value: The maximum total value of the Prizes is \$40,000.

10. Prize Conditions: The Prize(s) are subject to the following conditions:

- a) *No exchange of Prize:* If for any reason, a Participant cannot take any component of the Prize(s) or the Prize(s), then the Prize will be forfeited.
- b) *Taxes:* If a Prize(s) or receipt of it incurs a tax liability, the Participant is liable for payment of such tax.
- c) *Crown Towers Perth Booking Terms and Conditions and Check In Policy:* Advance bookings required and subject to availability. Some blackout periods or limited availability may apply to special event periods and public holidays. Epicurean buffet breakfast is only available during the stay. No further discounts apply. Cannot be used in conjunction with any other offer. Not redeemable for cash. Not transferable. Valet parking for one (1) vehicle only and subject to availability. Guests will need to make a booking four (4) weeks through before their intended stay by contacting Hotel-PER-CrystalClubAndVillaEvents@crownpertth.com.au. Stay at Crown Towers Perth is subject to the Crown Towers Perth Check-in Policy, which can be found at <https://www.crownhotels.com.au/crown-towers-perth-check-in-policy>.

11. Claim of Prize: The drawn entrant from each Prize Draw will be announced at the Main Casino Stage at the conclusion of each Prize Draw and broadcasted across the Casino. If the drawn entrant wishes to claim the Prize, the drawn entrant must be physically present within the Promoter's venue and confirm their eligibility under these Terms and Conditions by notifying a representative of the Promoter at the Main Casino Stage or a Host within the Pearl Room, Baccarat Room or the Riverside Room, in person within two (2) minutes of the announcement of the relevant Prize Draw. Prize winners must collect their prize letter from the Main Casino Stage at the conclusion of each Prize Draw. Prize winners must provide valid acceptable identification (as listed in <https://www.crownpertth.com.au/crown-rewards/how-to-join?a=acceptable-id>) to the satisfaction of the Promoter to claim their Prize.

If the winner fails to provide valid acceptable identification at the collection of the prize letter, the winner has 7 days to present and to verify their identity in accordance with the drawn name or their prize will be forfeited with no redraw to occur.

- 12. Contact:** The Promoter has no obligation to contact any Prize Winners and may only provide one reminder to Prize Winners about receiving their prize.
- 13. Redraw:** The Promoter reserves the right to redraw, in accordance with the Terms and Conditions of the original draw, in the event the Participant is unable to satisfy these Terms and Conditions or forfeiting their right to the Prize. A redraw is to occur up to a maximum of five (5) times (or any other number of times as determined by the Promoter in its sole discretion). If a new Participant has not claimed their right to a Prize in accordance with these terms and conditions after five (5) redraws (or that number of redraws as determined by the Promoter) the Prize in Term 8 will be awarded to the first drawn Participant, with this entrant being notified by mail or phone.
- 14. Winner Publicity:** The Promoter reserves the right and licence to use the successful Participant's name, suburb, photograph, 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 Participant.

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. Privacy Collection Statement:** The Promoter collects entrants' personal information, including name and contact details, for purposes associated with the conduct of the Promotion, sending emails to entrants regarding their entries into the Promotion, publicising the results and Prize collection. Uses may also include future promotion, marketing, and publicity in accordance with the Promoter's Privacy Policy which is available at <https://www.crownperth.com.au/general/privacy-policy>. Unless otherwise advised by the entrant, by entering this Promotion, each entrant consents to the retention and use of their information in this manner.
- 17. Indemnity:** To the fullest extent permissible by law, each entrant including the Participant and any 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 participation in the Prize or Promotion or the use of the Prize. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, personal injury (including illness or death), demand, costs, expenses, claim, liability or damage 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.
- 18. Liability:** 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, human error or omission 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 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. The Promoter is not liable for any act, omission, failure, or delay by the Promoter that is due to any acts which are not reasonably within its control, including as a result of any technical malfunction. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated.
- 19. 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.

- 20. Disputes:** In the event of a dispute, the decision of the Promoter is final and binding.
- 21. Alterations 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:** Participation in the Promotion constitutes 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 Participant. Disqualification will be at the Promoter's sole discretion.
- 24. Cancellation:** The Promoter reserves the right to cancel the Promotion at any time prior to the commencement of the Promotional Period for any reason.
- 25. Responsible Service of Alcohol:** The Promoter practises and promotes the Responsible Service of Alcohol.
- 26. Responsible Gaming:** The Promoter practises and promotes Responsible Gaming (RG). The RG Helpline is 1800 858 858 and the website is www.gamblinghelponline.org.au.