

TERMS AND CONDITIONS – Crown Perth’s Sunday Baubles 2023

SECTION 1: PROMOTION

1. **Promotion:** Crown Perth’s Sunday Baubles 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 run from 6am Sunday 26 November to 8pm Sunday 24 December (**inclusive**) with each Sunday during the Promotional Period being a **Promotional 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, entrants must be:
 - a. A Western Australian resident over 18 years of age; and
 - b. not excluded for any reason from entering the property of the Promoter, Crown Melbourne or Crown Sydney; and
 - c. whose Home Property is Crown Perth; and
 - d. a full Crown Rewards member (i.e. not a provisional member) or join Crown Rewards as a full member during the Promotional Period, (together, an **Eligible Entrant**).
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;
 - e. they have been disqualified from any prior promotion, competition or offer for any reason by the Promoter;
 - f. they are a provisional Crown Rewards member; or
 - g. they are not a unified Crown Rewards member, meaning members who have not updated from their ‘Crown Club’ identification number to a Crown Rewards identification number.

SECTION 3: ENTRY TO THE PROMOTION

6. **Entry:** On each Promotional Day during the Promotion Period, Eligible Entrants will receive one (1) entry for every twenty (20) Crown Rewards points earned at Crown Perth (**Entry**), up to a maximum of ten (10) Entries per 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 crownperth.com.au/crown-rewards/terms-conditions. Crown Rewards points earned via Gaming activity must be earned via Active Play. Active Play means the 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.

Eligible Entrants will need to claim their entry forms from a VIK machine during the Promotional Period from 5pm to 7.55pm on the relevant Promotional Day (this means the day an Entry is earned).

To enter the Prize Draws, Eligible Entrants must place their Entry form(s) into the corresponding Prize Draw barrel located next to the promotional stage (**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 6pm: Between 5pm to 6pm (or prior to the transfer of Entries contained in the Riverside Room and Pearl Room barrels).
- Prize Draw at 7pm: Between 6pm to 7pm (or prior to the transfer of Entries contained in the Riverside Room and Pearl Room barrels).
- Prize Draw at 8pm: Between 7pm to 8pm (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 6pm, 7pm and 8pm Prize Draws.
- Pearl Room: 15 minutes prior to the 6pm, 7pm and 8pm Prize Draws.

All Prize Draw barrels will be emptied of entries after the conclusion of the 8pm Prize Draw on each Promotional Day 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 any Promotional Day, the Promoter reserves the right to alter the entry mechanics, including but not limited to the process by which entries are earned, which will be announced within the Promoter's venue during the relevant Promotional Day. Upon such technical issues being rectified the entry mechanism detailed above shall resume. In the event of a technical malfunction, the Promoter reserves the right to pause or hold the Promotion until the malfunction is rectified and the entry mechanism detailed above shall resume.

SECTION 4: DRAWS

7. Prize Draws:

- At approximately 6pm 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) winner per Prize Draw who must each claim their right to participate in the Promotional Game in accordance with Term 12 (Participants).
- At approximately 7pm 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 two (2) winners per Prize Draw who must each claim their right to participate in the Promotional Game in accordance with Term 12 (Participants).
- At approximately 8pm 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 three (3) winners per Prize Draw who must each claim their right to participate in the Promotional Game in accordance with Term 12 (**Participants**).
- 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 15. Entries in the 6pm Prize Draw will remain in the Prize Draw barrel and be eligible for the 7pm Prize Draw and 8pm Prize Draw (unless drawn at 6pm). Entries in the 7pm Prize Draw will remain in the Prize Draw barrel and be eligible for the 8pm Prize Draw (unless drawn at 7pm).
- 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.
- In the event of any technical issues experienced during a Promotional Day, the Promoter reserves the right to alter the draw mechanics, which will be announced within the Promoter's venue on the relevant Promotional Day.

Promotional Game: Participants will be presented with a Promotional Christmas Tree which contains ten (10) numbered (1-10) promotional Christmas baubles filled with cash prize amounts as follows: 4x\$200, 4x\$300, 1x\$500, 1x\$1,000.

A representative of the Promoter will then ask Participants to choose and verbally announce the selected three (3) baubles from the tree from the Promoter's ten (10) promotional Christmas baubles already on the Promotional Stage. Once all three choices have been made by a Participant, their choices are final. Participants will then view an animation on the screen to reveal a prize amount inside each of the three (3) selected baubles. Once the Participant has viewed all three (3) of their promotional Christmas baubles, a representative of the Promoter will tally up the amount and declare the amount won by the Participant.

All Promotional Games shall be scored by a representative of the Promoter. All amounts and decisions made by the Promoter's representative are final.

A Participant who is unable to participate due to health, medical or other reasons as approved by the Promoter, is permitted to nominate a proxy to participate on their behalf. In the event the Participant is not able to nominate a proxy, the Participant will be ineligible to participate in the Promotional Game and win a Prize. A redraw will then occur to determine the new Participant.

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 any right to win a Prize shall be withdrawn, or any other consequence, as determined by the Promoter in its sole discretion and no correspondence will be entered into. The Promoter reserves the right in its sole discretion to pause and resume the Promotional Game on all occasions.

In the event of any technical issues experienced on any Promotional Day, the Promoter reserves the right to alter the mechanic of the Promotional Game which will be announced within the Promoter's venue on the relevant Promotional Day. In the event the Promotional Game cannot operate due to technical issues, the Promoter will award a default prize of \$600 to each Participant.

- 8. Prize Winner:** The Prize(s) described in Term 7 as per the Promotional Game will be awarded to the Participants who have claimed their Prize in accordance with Term 13.

SECTION 5: PRIZES

- 9. Prize:** The Prize(s) for each Participant will be the Prize determined in accordance with the Promotional Game as described in Term 7.
- 10. Prize Value:** Each Participant who participates in the Promotional Game may win a maximum of \$1,800 or a minimum of \$600. The maximum value of the Prize(s) is \$54,000.
- 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 unless otherwise stated by the Promoter.
 - Taxes:* If a Prize(s) or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.
- 12. Claim to Participate in Promotional Game:** If the Participant wishes to claim their right to participate in the Promotional Game, 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 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 (**the Deadline**). If the drawn entrant fails to claim the right to participate in the Promotional Game by the Deadline, the drawn entrant will be deemed to have forfeited their right to the Prize, a redraw by the Promoter will be undertaken in accordance with Term 15.
- 13. Claim of Prize:** Prize winners must collect their prize letter from the Casino Stage at the conclusion of each Promotional Game. Prize winners must provide valid acceptable identification (as listed in <https://www.crownperth.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.
- 14. Contact:** Crown Perth has no obligation to contact any Prize Winners and may only provide one reminder to Prize Winners about receiving their prize.
- 15. 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 forfeits 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 an entrant has not claimed their right to the Prize in accordance with these Terms and Conditions after five (5) redraws (or that number of redraws as determined by the Promoter) the default prize of \$600 cash will be awarded to the first drawn Entrant, with this Entrant being notified by email or phone (as recorded on their Crown Rewards membership).
- 16. 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

- 17. Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost, or misdirected mail or any other communication.
- 18. 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.

- 19. Indemnity:** To the fullest extent permissible by law, each entrant including the Prize Winner 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.
- 20. 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.
- 21. 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.
- 22. Disputes:** In the event of a dispute, the decision of the Promoter is final and binding.
- 23. 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.
- 24. Acceptance:** Participation in the Promotion constitutes acceptance of these Terms and Conditions.
- 25. Disqualification:** Any failure to comply with these Terms and Conditions may result in immediate disqualification of an entrant or Prize Winner. Disqualification will be at the Promoter's sole discretion.
- 26. Cancellation:** The Promoter reserves the right to cancel the Promotion at any time prior to the commencement of the Promotional Period for any reason.
- 27. Responsible Service of Alcohol:** The Promoter practises and promotes the Responsible Service of Alcohol.
- 28. 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.