

## MONDAY 21 AUGUST - SUNDAY 17 SEPTEMBER 2023

## **TERMS & CONDITIONS**

## **SCHEDULE**

Promoter:	Crown Melbourne Limited (ABN 46 006 973 262), 8 Whiteman Street,
Futuanta (vol. a. a.u.	Southbank VIC 3006.
Entrants (who can enter?):	Victorian residents aged 18 years or over who are not prohibited from the Promoter for any reason.
Participating Venue(s):	The Pub, Jackpot Bar, Double Up Bar, Lumia Bar, Sports Bar and Velvet Bar
Competition Period:	12:00pm (AEST) on Monday 21 August 2023 until 11:59pm (AEST) on Sunday 17 September 2023.  For the purposes of this Competition, a 'day' is defined as 12pm to 11.59pm
	within each day of the Competition Period (Day).
Website:	www.footyatcrown.com.au
Entry Mechanic:	<ol> <li>To enter you must, during the Competition Period:</li> <li>Purchase one (1) Carlton Draught pint at a Participating Venue (Qualifying Purchase);</li> <li>Receive one (1) entry card with a unique code per Eligible Purchase from the Participating Venue (while stocks last); and</li> </ol>
	<ol> <li>Scan the QR code on the entry card to visit the Website, fill out and submit the online entry form, including by providing the unique code on your entry card and all other requested information, to be entered into the Prize Draw.</li> </ol>
	The Promoter is not responsible if your mobile device is not capable of submitting an entry. No other method of entry will be accepted.
Prize Draw:	<ul> <li>There will be 14 winners determined in respect of this Competition:</li> <li>2 x Major Prize Winners;</li> <li>2 x Minor Prize 1 Winners; and</li> <li>10 x Minor Prize 2 Winners.</li> </ul>
	There will be one (1) Prize Draw conducted. Prize Draw will be held at 10:30am (AEST) on Monday 18 September 2023 at the offices of Immediate Pty Ltd, Studio 111/87 Gladstone Street, South Melbourne 3205 (Immediate). The first two (2) valid entries drawn randomly from the entries received during the Competition Period will win a Major Prize (Major Prize Winner). The next two (2) valid entries drawn randomly from the entries received during the Competition Period will each win a Booth Package Minor Prize (Minor Prize 1 Winners). The next ten (10) valid entries drawn randomly from the entries received during the Competition Period will each win an EFTPOS Gift Card Minor Prize (Minor Prize 2 Winners).
	Ineligible or incomplete entry forms will be deemed invalid, and an immediate re-draw will occur.
Prize:	<ul> <li>There will be 14 prizes determined in respect of this Competition:</li> <li>2 x Major Prizes;</li> <li>2 x Minor Prize 1; and</li> <li>10 x Minor Prize 2.</li> </ul>
	Major Prize



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	The Major Prize Winners will each receive an AFL Grand Final 2023 package
	for them and one (1) adult companion (valued up to \$2,682.27), which includes the following:
	<ul> <li>a) One (1) night accommodation for up to two people in Crown Metropol Hotel, Melbourne, in a Luxe King Room on 30/09/2023.</li> <li>b) Two (2) tickets to attend the Crown AFL Grand Final Breakfast at the Crown Palladium on 30/09/2023;</li> <li>c) Two (2) Category 1 tickets to the 2023 AFL Grand Final on 30/09/2023; and</li> <li>d) \$500 EFTPOS Gift Card.</li> </ul>
	Minor Prize 1
	The two (2) Minor Prize 1 Winners will each receive:
	One (1) x VIP Deluxe Package in a private booth at The Pub on Saturday 30 September 2023, valued at \$1,000. Prize includes a selection of complimentary food and beverage options for the Winner and four (4) adult companions.
	Minor Prize 2
	The 10 Minor Prize 2 Winners will each receive:
	1 x \$500 EFTPOS Gift Card.
Total Prize Pool:	\$12,364.54
Maximum Entries per	Two (2) times per day during the Competition Period, provided they only enter
Entrant:	once per Qualifying Purchase and per unique code. Each unique code entry must be submitted separately in accordance with these Terms and Conditions.
How are winners notified?	Winners will be notified by via phone and in writing to the email address on their online entry form by the Promoter within three (3) days of determination.
	Details of Prizes over \$1,000 will be published on the Promoter's website (www.crownmelbourne.com.au) on Friday 22 September 2023 for 28 days.
Proof of purchase	Entrants must keep their entry card as proof or purchase for all entries. If an Entrant does not produce the proof of entry for all entries when requested to, the Promoter may disqualify all of an Entrant's entries and the Entrant will lose any right to a prize.
	Proof of purchase must be identical to that provided by the Entrant with their entry. If the Promoter believes that an Entrant has shared their proof of purchase with another person, the entries of the Entrant and the person with whom they shared their proof of purchase with will be invalid, and both Entrants will lose any right to a prize.
How can Entrants claim their prize?	Entrants are not required to be present at the time of the Prize Draw. In the event that a winner has not claimed their prize or, if after making reasonable attempts Immediate Pty Ltd has been unable to contact a winner by 10:00am (AEST) three (3) days after the Prize Draw, the relevant entry will be discarded and Immediate Pty Ltd will carry out an unclaimed prize re-draw at 10:30am (AEST) at the location of the original draw to randomly distribute the relevant prize to a valid Entrant ( <b>Re-Draw Winner</b> ). The Re-Draw Winner will be



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	informed by phone and in writing by email within three (3) days of the prize redraw. The Re-Draw Winner will have their details published on the Promoter's website ( <a href="https://www.crownmelbourne.com.au">www.crownmelbourne.com.au</a> ) on Friday 29 September 2023.
Prize Conditions	Without limiting these Terms and Conditions, the following conditions apply to the Major Prizes:
	<ul> <li>Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:</li> </ul>
	o validity period/s;
	<ul> <li>conditions of ticket validity and any restrictions on ticket on-sale or transfer;</li> </ul>
	<ul> <li>any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;</li> </ul>
	<ul> <li>a requirement to present your credit card when checking in to accommodation; and</li> </ul>
	<ul> <li>a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.</li> </ul>
	Without limiting these Terms and Conditions, the following conditions apply to the EFTPOS Gift Card:
	<ul> <li>The EFTPOS Gift Card will be provided to the winner activated and is valid for 11 months to use up the total value of the EFTPOS Gift Card.</li> <li>Any balance remaining on an EFTPOS Gift Card after the 11 month expiry cannot be refunded or transferred to a new Card.</li> <li>The Promoter takes no responsibility for EFTPOS Gift Cards that are lost or stolen, whether in the course of mailing or after receipt of the EFTPOS Gift Card, and any loss suffered by any Eligible Claimant as a direct or result of Vault Payment Solutions conduct.</li> </ul>
AFL Authorised GF Promotion	[insert]

1. These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule. Participation and eligibility to claim a prize in this Competition are subject to agreement to these Terms and Conditions and the Schedule.

## Entry

- Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Any entry forms/entry cards/unique codes from any other competition cannot be used for this Competition and are void if copied, forged, stolen or interfered with. If you return a Qualifying Purchase, your entry may be deemed invalid at the Promoter's discretion (unless the product is defective).
- 3. Entrants are responsible for their own costs associated with entering this Competition. Entrants may be disqualified if they enter this Competition using automatically generated entries or multiple addresses/phone numbers/email addresses or aliases.

## **Prizes**



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- 4. Prizes are non-negotiable, not transferable and non-cash prizes are not redeemable for cash, or any other goods or services and must be taken as and when offered or will be forfeited. If forfeited, the Promoter will not be liable.
- 5. Prize values are correct as at the date of preparing these Terms and Conditions. The Promoter is not responsible for any change in prize value.
- 6. Third party and/or ancillary terms and conditions (such as those of individual prize providers) may apply in relation to the receipt of a prize. Winners must comply with any conditions of the prize provider. Failure to do so may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize provider.
- 7. Winners are responsible for all other unspecified costs related to the Prize, including any costs associated with ongoing use of the Prize.
- 8. The Promoter is not responsible for any dispute between you and any person you choose to, or choose not to, share the Prize with.
- 9. Where a winner is not able to redeem a Prize (or part thereof) due to physical inability or incapacity, poor weather or any other circumstances beyond the Promoter or the Prize provider's reasonable control, then that Prize (or part thereof) will be forfeited and is not redeemable for cash, or any other prize, goods or services.
- 10. If a Prize is unavailable for any reason, the Promoter will instead award the winner a similar Prize of equivalent value (as determined by the Promoter).
- 11. In the event that a Prize Draw cannot be conducted at the specified time due to unforeseen circumstances outside the Promoter's reasonable control, the affected Prize Draw will take place as soon as is practicable after the delay has been resolved.
- 12. Delivery of the Prize must be arranged with the Prize provider. Delivery of this prize is only available to a fixed address in Victoria. The Winner must be present at the time of delivery of the Prize and photo ID must be provided upon delivery. Delivery of the Prize is estimated up to 8 weeks from when the Winner has been confirmed.
- 13. The Promoter accepts no responsibility if part of the prize is abandoned, cancelled or postponed for any reason. Unless otherwise specified by the Promoter, a winner will not be given cash or any alternative prize as a substitute for any altered prize element.
- 14. Third party brands named in connection with this Competition (including prizes) are not affiliated with or sponsors of this competition unless otherwise stated.
- 15. By accepting or participating in any prize, the winner's companion also accepts these Terms and Conditions.

## <u>General</u>

- 16. Any failure to comply with these Terms and Conditions may result in the disqualification of any Entrant. The Promoter may, at any time, require an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of an entry. Disqualification will be at the Promoter's sole discretion and no correspondence will be entered into.
- 17. If Entrants breach any law, do anything or behave in a manner which may jeopardise the fair and proper conduction of this Competition or which could disrupt or adversely affect the Promoter's reputation or the reputation of any of the companies associated with this Competition, the Promoter may, at its discretion, cancel the prize or restrict the Entrant (and any companion(s)) from participating in any part of the prize.
- 18. The Promoter reserves the right and licence to use an Entrant's name, suburb, photograph, image and likeness for the purpose of promoting and advertising Crown and the Crown Entertainment Complex.



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- 19. The Promoter shall not be liable in any way if entries are unavailable as a result of technical malfunction or operator fault.
- 20. The Promoter may cancel or modify this Competition but will only do so if this is unavoidable (for example, if the Competition cannot run for technical or administrative reasons that cannot be rectified or due to Victorian Government COVID-19 requirements). The Promoter will update these Terms and Conditions as soon as is practicable if this occurs. If the Competition is cancelled, the Promoter may select the winner(s) from eligible entries received at the time of cancellation, if appropriate to do so in the circumstances.
- 21. This Competition is not open to Entrants or other persons excluded from the casino pursuant to the provisions of the *Casino Control Act 1991* (Vic) or who are otherwise prohibited from entering the Crown Entertainment Complex, or any other Crown property including Crown Perth or Crown Sydney, for any reason, including persons who become prohibited before or after a prize draw (up to the time of receipt or collection of a prize by a prize winner).
- 22. Employees of the Crown Group of Companies, including the Promoter, Crown Resorts, Crown Perth, Crown Sydney, Crown Aspinalls London and Betfair are not permitted to participate in this Competition.
- 23. The Promoter's decision in connection with any aspect of this Competition will be binding and final on every Entrant.
- 24. If publication will take place, by entering you request that your full address not be published.
- 25. The Promoter will handle Entrants' personal information in accordance with the *Privacy Act 1988* (Cth) and Crown's privacy policy, which is available at <a href="https://www.crownmelbourne.com.au/general/privacy-policy">https://www.crownmelbourne.com.au/general/privacy-policy</a>. Entrants' personal information obtained in relation to this Competition is for the purpose of identifying winners of this Competition and notifying the relevant third-party prize providers, and will not be disclosed to any other organisations, unless such disclosure is required by law.
- 26. The Promoter practises the responsible service of gaming and the responsible service of alcohol. Entry and continued participation in this Competition is subject to the Participating Venue's liquor serving policy. Crown adheres to the Victorian Gambling and Casino Control Commissioner's Responsible Liquor Advertising & Promotions guidelines:
  <a href="https://www.vgccc.vic.gov.au/sites/default/files/cd\_22\_1525\_attachment\_c\_-final\_revised\_responsible\_liquor\_advertising\_and\_promotion\_guideline\_dlt\_converted1.pdf">https://www.vgccc.vic.gov.au/sites/default/files/cd\_22\_1525\_attachment\_c\_-final\_revised\_responsible\_liquor\_advertising\_and\_promotion\_guideline\_dlt\_converted1.pdf</a>.
- 27. The Promoter is not responsible for any tax implications arising from the Entrant winning a prize. Entrants should seek independent financial advice prior to claiming a prize.

#### Liability

- 28. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights an Entrant may have under any statute, including the *Competition and Consumer Act 2010* (Cth) which may not be excluded, restricted or modified by agreement ("Consumer Rights").
- 29. Subject to their Consumer Rights, each Entrant 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 Competition or participation in the prize or Competition. The Promoter (including its employees, agents and contractors) has no liability to any person for injury (including illness or death), loss or damage whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained in connection with this Competition, the promotion of this Competition, or the awarding, condition, use or misuse of any prize, except for any liability which cannot be excluded by law (in which case, that liability is limited to the greatest extent allowed by law). This clause does not apply to the extent that the Promoter's liability (if any) arises from an act or omission of the Promoter in respect of its supply of services and/or goods to the Winners in the ordinary course of the Promoter's business.



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- 30. To the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction or human error. 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. The Promoter will not be responsible 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.
- 31. The Promoter and any third party or Prize provider associated with this Competition are not liable for any loss of, damage to, or delay in the delivery of a prize.
- 32. This Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.