

### Tuk Tuk yourself in Terms & Conditions ("Conditions of Entry")

Schedule											
<b>Promotion:</b>	Tuk Tuk yourself in										
<b>Promoter:</b>	Crown Melbourne Limited ABN 46 006 973 262, 8 Whiteman Street, Southbank, VIC 3006, Australia. Ph: 03 9292 8888										
<b>Promotional Period:</b>	<b>Start date:</b> 20/07/18 at 09:00 am AEST <b>End date:</b> 31/12/18 at 11:59 pm AEDT										
<b>Eligible entrants:</b>	Entry is only open to VIC residents who are 18 years and over.										
<b>How to Enter:</b>	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) take a photo of themselves or other/s with the Tuk Tuk (located in front of the Long Chim restaurant at Crown Melbourne) ("Photo"); and b) upload the Photo to their Instagram account with the hashtags: #crownresorts and #longchimmelbourne.  Entrants must have consent from any person/s who appear in their Photo.  Entrants must ensure their Instagram account privacy setting is set to public (i.e. not 'private') to be eligible for this Promotion.										
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. By completing the entry method, the entrant will receive one (1) entry.										
<b>Total Prize Pool:</b>	Up to AUD \$25.00										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 10%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 10%;">Winning Method</th> <th style="width: 30%;">Conditions</th> </tr> </thead> <tbody> <tr> <td>The prize is the cocktail of the week at Long Chim restaurant, Crown Melbourne to the maximum value of \$25.</td> <td style="text-align: center;">1</td> <td style="text-align: center;">Up to AUD\$25.00</td> <td style="text-align: center;">Judging</td> <td>No part of this prize is exchangeable, redeemable for cash or any other prize or transferable.  The winner must present their winner notification message received from Crown to a bartender at Long Chim restaurant in order to redeem the prize.</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions	The prize is the cocktail of the week at Long Chim restaurant, Crown Melbourne to the maximum value of \$25.	1	Up to AUD\$25.00	Judging	No part of this prize is exchangeable, redeemable for cash or any other prize or transferable.  The winner must present their winner notification message received from Crown to a bartender at Long Chim restaurant in order to redeem the prize.
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<b>Winner notification:</b>	The winner will be contacted by a message on Instagram within fourteen (14) days of the judging.										
<b>Unclaimed Prizes:</b>	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.										

1. Entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees of the Crown Group of Companies, including: Crown Resorts, Crown Melbourne, Crown Perth and Betfair are not permitted to participate in this Promotion.
5. This Promotion is not open to 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 for any reason, including Crown

rewards members or other persons who become prohibited before or after a draw (up to the time of receipt or collection of a prize by a prize winner).

6. Judging:

- a) The winner will be determined by the Promoter. Each entry will be judged on the basis of the individual creative merit of the Photo submitted on entry.
  - i) The best valid entry, as determined by the judges, will win the prize specified in the Schedule above.
  - ii) The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
  - iii) The winner will be determined by skill. Chance plays no part in determining the winner. The judges' decision is final and binding and no correspondence will be entered into.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
9. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
13. The Promoter will handle entrants' personal information in accordance with the Privacy Act 1988 (Cth) and Crown's privacy policy, which is available at <https://www.crownmelbourne.com.au/general/privacy-policy>. Entrants' personal information obtained in relation to this Promotion is for the sole use of identifying winners of the Promotion and will not be disclosed to any other organisations, unless such disclosure is required by law.
14. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid

and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

19. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). This clause does not apply to the extent that the Promoter's liability (if any) arises from an act or omission of Crown in respect of its supply of services and/or goods to a member in the ordinary course of the Promoter's business.
22. The Promoter reserves the right and license to use a selected entrant's name, suburb, photograph, image and likeness for the purpose of promoting and advertising the Promoter and the Crown Entertainment Complex.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

25. The Promoter supports the responsible service of alcohol and encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at [https://www.nhmrc.gov.au/\\_files\\_nhmrc/publications/attachments/ds10-alcohol.pdf](https://www.nhmrc.gov.au/_files_nhmrc/publications/attachments/ds10-alcohol.pdf). Entry and continued participation in this Promotion is subject to Long Chim's liquor serving policy. Crown adheres to the VCGLR Responsible Liquor Advertising & Promotions guidelines: <https://www.vcglr.vic.gov.au/resources/education-and-training/responsible-alcohol-advertising-and-promotion>.
26. Crown practices the responsible service of gaming and the responsible service of alcohol.