

## Footy Tipping Promotion at The Pub at Crown

### Terms and Conditions

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| <b>Promoter</b>  | CUB Pty Ltd (ABN 76 004 056 106), Level 20, 2 Southbank Blvd, Southbank VIC 3006  |
| <b>Who can enter?</b>  | <p>Only Australian residents who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) if they are the draw prize winner, can take the draw prize between 27/09/19 and 29/09/19 (inclusive).</p> <p>Subject to the above, directors, officers, management and employees (and their immediate families) of the Promoter cannot win a draw prize (but can still participate in, and win a prize in, the footy tipping element).</p>   |
| <b>Who can't enter?</b>  | <p>Any persons:</p> <p>(a) excluded from the casino pursuant to the provisions of the <i>Casino Control Act 1991</i> (Vic) or who are otherwise prohibited from entering the Crown Entertainment Complex for any reason, including persons who become prohibited before or after a draw (up to the time of receipt or collection of a prize by a prize winner); and</p> <p>(b) who are directors, officers, management and employees (and their immediate families) of:</p> <p>(i) the Crown Group of Companies (including Crown Resorts, Crown Melbourne, Crown Perth, Crown Sydney, Crown London Aspinalls and Betfair); and</p> <p>(ii) the agencies or companies associated with this competition.</p> <p>Subject to the above, directors, officers, management and employees (and their immediate families) of the Promoter cannot win a draw prize (but can still participate in, and win a prize in, the footy tipping element).</p> |
| <b>Competition Period</b>  | 19/03/19 to 7pm on 21/03/19   |
| <b>Venue</b>   | The competition will run in The Pub at Crown.   |
| <b>Entry instructions</b>  | <p>To enter, you must, during the Competition Period:</p> <p>(a) sign up to participate in AFL Footy Tipping at the Venue (which is subject to any additional terms and conditions which apply to the Footy Tipping);</p> <p>(b) receive an entry form from the Venue; and</p> <p>(c) fully complete the entry form and put it in the entry box at the Venue for entry into the draw.</p> <p>For the footy tipping, you must participate manually in the Venue in respect of each round of the AFL 2019 premiership season, selecting your predicted winner of each game for that round, in accordance with the instructions provided by the Venue. You will receive a point for each correctly predicted game (including for any game where the final result is a draw) in accordance with any instructions specified by the Venue. Match results will be the official AFL match results.</p>  |
| <b>How many winners will there be and how will they be chosen?</b> | <p><b>Draw prize</b></p> <p>There will be 1 draw prize winner determined in respect of this competition.</p> <p>A draw will be held at the Venue at half time of the Carlton vs Richmond AFL game on 21/03/19.</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period will win the draw prize.</p> <p>The Promoter may arrange to draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p> <p><b>Footy tipping</b></p>   |

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|  | <p>There will be 3 footy tipping winners determined in respect of this competition.</p> <p>The footy tipping element is a game of skill. The winners will be determined at the end of the AFL 2019 premierships season, on or by 28/09/19.</p> <p>In the event of a tie amongst winning entries, the winner will be the entrant who had the highest number of rounds with all predictions correct. If a further tie breaker is required, the winner will be the entrant who had the highest number of rounds with the highest number of predictions correct (or some other skill-based tie breaker as determined by the Promoter/Venue).</p> <p>All judging decisions are as determined by the Promoter and/or Venue, in their absolute discretion.</p>   |
| <b>What can I win?</b>                             | <p><b>Draw prize</b></p> <p>There is 1 draw prize available.</p> <p>The draw prize is a Grand Final Day package for the winner and 5 companions (aged 18 years or over and not prohibited from Crown for any reason) between 27/09/19 and 29/09/19 (inclusive) valued at \$5,442, consisting of the following for each of the winner and 5 companions:</p> <p>(a) 2 nights' accommodation at Crown Promenade, including breakfast daily; and</p> <p>(b) a reserved booth at The Pub Crown Melbourne to watch the AFL Grand Final on 28/09/19, including a food and beverage package.</p> <p>By accepting or participating in any prize, your companion/s accept these Terms and Conditions.</p> <p>RSA applies.</p> <p><b>Footy tipping prizes</b></p> <p>The person who attained the highest score in the footy tipping will win \$1,500 (awarded as cash). The person who attained the second highest score in the footy tipping will win \$750 (awarded as cash). The person who attained the third highest score in the footy tipping will win \$500 (awarded as cash).</p> <p>Footy tipping prize winners must collect their prize from the Venue.</p> |
| <b>Total prize pool</b>                            | The total prize pool is \$8,192.  |
| <b>How many times can I enter?</b>                 | You can enter once only.  |
| <b>How and when will the winner/s be informed?</b> | <p>All winners will be notified:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing</li> </ul> <p>within two days of determination.</p> <p>The draw prize winner will have their name and state/territory of residence published on <a href="https://www.crownmelbourne.com.au/bars-nightclubs/bars/the-pub/info-booking">https://www.crownmelbourne.com.au/bars-nightclubs/bars/the-pub/info-booking</a> on 25/03/19 for a period of 28 days.</p>  |
| <b>Unclaimed prizes</b>                            | <p><b>Draw prize claim date:</b> 5pm on 21/04/19</p> <p><b>Unclaimed draw prize determination:</b> 12pm on 23/04/19 at the Venue</p> <p>If the draw prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the winner can't be contacted (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing</li> </ul> <p>within two days of determination.</p> <p>The re-draw winner (if applicable) will have their name and state/territory of residence published on <a href="https://www.crownmelbourne.com.au/bars-nightclubs/bars/the-pub/info-">https://www.crownmelbourne.com.au/bars-nightclubs/bars/the-pub/info-</a></p>   |

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|   | <p>booking on 24/04/19 for a period of 28 days.</p> <p><b>Footy tipping prize claim date:</b> 5pm on 24/10/19</p> <p>If, despite all reasonable efforts, a footy tipping prize is not claimed by the prize claim date above, the relevant entry/ies will be discarded and another winner will be determined in accordance with these Terms and Conditions. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>• by phone; and</li> <li>• in writing</li> </ul> <p>within two days of determination.</p>  |
| <p><b>Collection and use of your personal information</b></p> | <p>If you are a winner, you and (if applicable) your companion/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion/s consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter may collect your/your companion/s' personal information directly or through its agents or contractors. The Promoter will use your/your companion/s' personal information to conduct and manage the competition. The Promoter may disclose your/your companions' personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you/your companions or storing data. This may include disclosures to organisations outside Australia including in places such as the USA, the UK, India and Germany.</p> <p>Crown will not collect or store entrant data.</p> <p>By entering, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility.</p> <p>The Promoter's Privacy Policy (see <a href="http://cub.com.au/privacy-policy/">http://cub.com.au/privacy-policy/</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p> |
| <p><b>Responsible drinking</b></p>                            | <p><b>Enjoy alcohol responsibly.</b> Consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol – see: <a href="http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf">http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf</a>. If this competition is conducted in NSW, see also the NSW Liquor Competition Guidelines and Intoxication Guidelines at <a href="http://www.olgr.nsw.gov.au/dlq_guidelines.asp">http://www.olgr.nsw.gov.au/dlq_guidelines.asp</a>. Where relevant, your participation in this competition may be subject to the liquor serving policy of businesses conducting the competition and/or providing the prize.</p> <p>All advertising material will include a message regarding responsible consumption of alcohol.</p> <p>Crown practises the responsible service of alcohol. Crown adheres to the VCGLR Responsible Liquor Advertising &amp; Promotions guidelines: <a href="https://www.vcglr.vic.gov.au/resources/education-and-training/responsible-alcohol-advertising-and-promotion">https://www.vcglr.vic.gov.au/resources/education-and-training/responsible-alcohol-advertising-and-promotion</a>.</p>   |

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

2 'Crown' means Crown Melbourne Limited (ABN 46 006 973 262), 8 Whiteman Street, Southbank VIC 3006.

**Entry**

3 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Entry forms from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

## Prizes

- 4 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
- (a) validity period/s;
  - (b) booking and availability of flights, accommodation and events;
  - (c) conditions of travel and conditions of entry into any event venues (including behaviour requirements and applicable dress codes);
  - (d) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
  - (e) travel dates and specified travel exclusion periods;
  - (f) any additional fees (payable by you) relating to changes made by you/your companion to a travel/event prize after it has been booked;
  - (g) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required;
  - (h) a requirement to present your credit card when checking in to accommodation; and
  - (i) 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.
- 5 You/your companion/s are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, mobile or data plans, installation costs, costs associated with ongoing use of the prize, etc. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 6 The Promoter and Crown is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.
- 7 Where relevant, the Promoter or Crown accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.
- 8 Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by Crown staff and management. The Promoter is not responsible for how Crown conducts and executes its responsible service of alcohol guidelines. Crown staff and management reserve the right to refuse service of alcohol to any prize winner/s or their companion/s if they are deemed to be inebriated.

## General

- 9 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter and/or Crown.
- 10 For event-based/travel prizes, you and (if applicable) your companion/s accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 11 If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion/s must comply with any applicable conditions (e.g. height, weight, health and fitness requirements). You must ensure that you/your companion/s are healthy and fit enough to take the prize. You/your companion/s must follow all requirements of the people responsible for managing the relevant activity/ies.
- 12 You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 13 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter, and/or Crown, may, at any time, require you to produce documentation to establish to the Promoter's/Crown's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and

place of employment). Failure by the Promoter or Crown to enforce any of its rights at any stage does not waive those rights.

- 14 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
  - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 15 If companion/s can take the prize with you, you are responsible for your companion/s and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or any or all of your companion/s if they breach these conditions, whether or not legally bound by them.
- 16 If you (or your companion/s, if applicable), in the opinion of the Promoter or Crown (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or Crown or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter or Crown may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 17 The Promoter or Crown is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 18 The Promoter's decision in connection with all aspects of this competition is final.
- 19 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 20 If publication will take place, by entering, you request that your full address not be published.
- 21 If this competition cannot run as planned for any reason beyond the Promoter's or Crown's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 22 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

- 23 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 24 Subject to the previous paragraph, the Promoter, Crown and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 25 Without limiting the previous paragraph, the Promoter, Crown and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 26 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the

Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.