

THE WESTPORT CLUB

The Westport Club Members' Jackpot



Terms & Conditions Effective Monday 16 December 2019

Terms and Conditions Applicable To The Westport Club Members' Jackpot Promotion:

1. The promotion is authorised under NSW Permit Number: LTPS/19/40886.
2. The Promoter is Mingara Recreation Club Ltd, trading as The Westport Club ABN 81 001 662 648.
3. The Members' Jackpot promotion is only open to financial current Ordinary, Special, Life and Provisional members of The Westport Club (the Club). However, the promotion is not open to any member whilst their membership is suspended.
4. The Ebet Full Membership Draw System will be used to select membership numbers from the membership database. All membership numbers produced by the Full Membership Draw System will be verified against the Club's current membership database to determine the eligibility of the number drawn.
5. Members who have let their membership lapse past their due month are deemed un-financial and are not eligible to participate or claim a prize in this promotion.
6. Members of other registered clubs that encompasses the Mingara Leisure Group are not eligible to participate or claim a prize in this promotion.

Weekly Draws

7. Weekly draws will commence on Monday 16 December 2019 and run each Monday and Thursday until the last draw on Thursday 26 November 2020 unless won earlier in which case this promotion ceases.
8. Members are automatically entered into the promotion by being a qualifying member in one of the above membership categories.
9. The initial start-up prize for the first draw in the first week of the promotion will be \$750.
10. One membership number will be drawn from the membership database at 6.30pm each Monday and Thursday during the promotion period. That membership number and corresponding member's name will be announced via the Club's PA system.
11. To claim the prize the member must be on the Clubs licensed premises¹, when the first announcement is made using the clubs PA system, and present themselves at the area designated for the conduct of this promotion within 4 minutes of their name being called to claim the prize, otherwise the announced member is not entitled to the prize and the prize is not awarded.
12. A member who enters the Clubs licensed premises after the first announcement of the member name and membership number has been made is not eligible to claim the prize.

¹ The Club's licensed premises are as determined by the Club in its discretion and comprise the licenced club building and designated outdoor areas (namely outdoor gaming areas and smoking areas). The Club's car parks, bowling greens, outer building detached from the main club building and entry airlock do not form part of the Club's premises for the purposes of Club promotions.

13. If not duly claimed at the 6.30pm draw on either of the draw nights, a second draw will be conducted at 8.00pm on each of the weekly draw nights. The prize for the 8.00pm draw on any night will remain at the amount which was available at that night's 6.30pm draw. If the prize remains unclaimed after the 8.00pm draw, the prize will jackpot by \$750 to the next 6.30pm draw. The 8.00pm draw will otherwise operate in the same way as the 6.30pm draw.
14. If a member presents themselves at any weekly draw and are in compliance with the conditions of the permit, the member will win the jackpot prize amount.

Guaranteed \$75,000 Final Draw Prize

15. If a weekly prize has not been already won before or at the Thursday 26 November 2020 draw, further weekly draws will cease and the final guaranteed draw will be conducted on Saturday 5 December 2020 or Sunday 6 December 2020 at which the Guaranteed Final Draw prize of \$75,000 must be won.
16. To participate in the final guaranteed prize draw, members are required to swipe their eligible Westport Club membership card at one of the Membership Reward Kiosks located in the Club.
17. Member registration starts at 3.00pm on the day of the draw and concludes at 7.30pm that day. The club is not obliged to delay drawing the guaranteed prize because of any delays in or unavailability of registration. A member wishing to be sure of registration should seek to register earlier in the registration period to reduce the risk of being excluded because of registration delays.
18. At or close to 8.00pm on the day of the draw, one membership number from those registered between 3pm and 7.30pm will be randomly selected using the Ebet Registered Members Only Draw System.
19. To claim the prize the member must be on the Clubs licensed premises², when the first announcement is made using the clubs PA system, and present themselves at the area designated for the conduct of this promotion within 4 minutes of their name being called to claim the prize, otherwise the announced member is not entitled to the prize and the prize is not awarded.
20. A member who enters the Clubs licensed premises after the first announcement of the member name and membership number has been made is not eligible to claim the prize.
21. In the event that the announced member does not claim the prize within the 4 minutes of their name being called, a redraw will take place. The process will be repeated until the prize is duly claimed and awarded. The club in its discretion may adjourn the process to continue another day and time, if the prize is not duly claimed by 12.00 midnight.
22. The club determines the designated clock from which draws are timed.
23. Information on how to enter forms part of the promotion conditions.
24. In the event that the winning member claims their prize after 10pm, no cash prize will be awarded on the night. The winning member will receive the entire prize amount by Club cheque or Electronic Funds Transfer within 3 business days after the draw.

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Proof of Qualification and Payment of Prize

25. A member claiming a prize must identify themselves and prove their identity and eligibility to the reasonable satisfaction of the Club, in order for a prize to be awarded to them. A member may only claim a prize by presenting themselves personally at the designated promotion stand.
26. Prizes up to \$2,000 will be paid in cash within 1 hour of the prize being awarded. Any balance will be paid by Club cheque or Electronic Funds Transfer within 3 business days after the draw.

General Terms and Conditions Applicable to all Club Promotions

27. The following persons are not eligible to participate in the promotion or win:
 - (a) [Club officers; executives and families; other employees] - Club directors or auditors; Club executives (and the immediate family of any executive); other Club employees;
 - (b) [Contractors directly involved in the promotion, and families] - Officers and employees of suppliers or contractors to the Club, who are directly involved in any aspect of the promotion (and the immediate family of any of them);
 - (c) [People who work on the Club's premises] - Persons whose usual place of work is within premises owned or leased by the Club, who are employed by any of the licensees or lessees of the Club;
 - (d) [People working at the Club at the time] - Persons employed by any other supplier or contractor of the Club who at or about the time of a particular draw, are on the Club's premises in that capacity as such an employee.
28. Information on how to enter forms part of the promotion conditions.
29. The Club's licensed premises are as determined by the Club in its discretion and comprise the licenced club building and designated outdoor areas (namely outdoor gaming areas and smoking areas). The Club's car parks, bowling greens, outer building detached from the main club building and entry airlock do not form part of the Club's premises for the purposes of Club promotions.
30. The Club's promotional areas (for announcements of all draws) are as determined by the Club in its discretion. Certain areas within the main club building are excluded including function rooms if in use for a private event at the time of the draws. The Club's car parks, bowling greens, outer building detached from the main club building and entry airlock do not form part of the Club's premises for the purposes of Club promotions.
31. The Club may require a winner to sign a legal acknowledgment, release and receipt in conformity with these conditions and in a form reasonably required by the Club, in order to be paid a prize.
32. The Club in its reasonable discretion may (but is not obliged to) cancel, suspend, terminate, modify or adjourn the promotion or any or all draws or any or all processes for the selection of any winner, where circumstances unexpected by the Club arise in relation to the promotion or a draw. Unexpected circumstances could include (but are not limited to) technical difficulties, power outages, infection by computer virus, computer bug, tampering, unauthorised intervention, fraud, technical failures or errors, and any other unexpected circumstance beyond the reasonable control of the Club which corrupts or affects the administration, security, fairness, integrity or proper conduct as planned of the promotion. The Club's rights are subject to any direction given under any relevant legislation or in connection with any permit under which the promotion is conducted.
33. The Club's decisions in relation to the promotion may be made by the Club's CEO or his delegate or delegates from time to time (who may but need not be a Club executive), including decisions in relation to the appointment of a judge or judges in relation to the promotion or a particular draw or draws. The

Club's CEO also may (but is not obliged to) appoint one or more scrutineers for a particular draw or draws or all draws or a prize process or all prize processes. Decisions by the Club's CEO, and subject to any countermanding decision by the Club's CEO also decisions by any such delegate or judge, are final. No such decision requires any consultation. No correspondence will be entered into in relation to any such decision.

34. Members or where permitted non-members wishing to be sure of entry should seek to complete transactions and to initiate ticket printing early, to reduce the risk of being excluded because of any shortage of service points or because of delay or crowding.
35. The Club is not responsible for, and is not obliged to delay a draw or a process of selecting a winner because of any delay or impediment in connection with the admission of members or in the completion of entries to the promotion or in seeking to attend any draw or to attend the process of selecting a winner.
36. The Club is not responsible for members being located in areas within the Club's premises in which PA announcements are not able to be heard, nor for the audible integrity of those announcements.
37. A prize will not be awarded or paid where in the Club's reasonable opinion it arises as a result of a machine or other technical malfunction.
38. Pictures, descriptions or other representations of any proposed motor vehicle or other prize, are general and indicative only. The actual prize will be a similar but not necessarily identical vehicle or other item, which may be an older or newer model and may be lacking in, or have different, particular qualities, specifications and accessories.
39. The Club has no liability for acting on or promulgating any incorrect or inaccurate information, due to any error to any equipment or programming associated with or utilised in the promotion or any technical error or error by any third party.
40. Prizes are strictly not transferable or negotiable.
41. The collection, use and disclosure of personal information provided to the Club in the course of the promotion is subject to these conditions and is otherwise governed by the Club's Privacy Policy. Please ask for a copy of that Policy if you are not aware of its contents. Members not wishing to participate in automatic draws should notify the Club's CEO's office in writing as soon as possible.
42. If the Club in good faith awards or pays a prize to someone appearing to the Club to be the prize winner, then to the maximum extent permitted by law that award or payment fully discharges the Club from all liability to the actual prize winner in relation to that prize.
43. All risks of loss of or damage to any prize consisting of a car or other goods, pass to the winner immediately the Club delivers the prize to the winner. It is strongly recommended that the winner make their own arrangements for all appropriate insurances in relation to a prize to take effect from the time of delivery, against loss or damage, claims by others and any other risk of concern to the winner.
44. Tax and financial implications may arise from winning a prize and winners should seek independent tax and financial advice before accepting. The Club is not responsible for any such advice.
45. No member is required to participate. Participation in the promotion is solely at the option of individual members. Members should not participate unless they are satisfied that they completely understand the way in which the promotion operates and these conditions.
46. These conditions cannot be varied for an individual member.

47. The Club determines the designated clock from which draws are timed.
48. A person by claiming or accepting a prize agrees that the Club may use their name, suburb, photograph, image and likeness for the purpose of promoting the Club and agrees to co-operate with the Club to allow their photo to be taken for those purposes.
49. Neither the Club nor any of its officers, employees, contractors or agents, has any liability for any loss or damage of any nature or for injury or death, sustained in connection with the promotion or any prize, except any minimum liability which cannot be excluded by law (if any).
50. Members will be notified of this promotion through advertising in the Club's members' magazine, and/or posters and flyers displayed within the Club's premises, PA announcements, social media, electronic communications or by other means at the Club's discretion. All advertising material will contain the approved Permit Number.
51. An Independent Scrutineer will be present at all major prize draws to ensure the draw is conducted in accordance with the permit as issued by the NSW Government Office of Fair Trading.
52. For promotions executed using Facebook, members or where permitted non-members agree to a complete release of Facebook from any or all liability in connection with the promotion. Members or where permitted non-members agree that the promotion is in no way sponsored, endorsed or administered by Facebook.