

THE WESTPORT CLUB

Facebook Members' Draw

Authorised under NSW Permit No. LTPM/18/02887.



Terms and Conditions

The promotion name is The Westport Club's Facebook Members' Draw. The promotion is authorised under NSW Permit No. LTPM/18/02887.

1. The Promoter is Mingara Recreation Club Ltd, trading as The Westport Club ABN 81 001 662 648.
2. The promotion is only open to current financial members of The Westport Club (*the Club*) with a membership number between 100,000 and 200,000.
3. Members who are either suspended or self-excluded are not eligible to participate or claim a prize in this promotion. 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.
4. Members of other registered clubs that encompasses the Mingara Leisure Group are not eligible to participate or claim a prize in this promotion.
5. Members are automatically entered into the promotion by being a qualifying member in accordance with sections 2-4.
6. To be eligible to claim the jackpot prize a member must have liked The Westport Club's Facebook page at www.facebook.com/thewestportclub.
7. All prizes are set as per these Terms and Conditions and will not be altered due to a winner's membership status.

Promotion Period

8. The promotion period commences on Friday 28 December 2018 and runs every Tuesday and Friday until the jackpot has been claimed.
9. During the promotional period, draws will take place each Tuesday and Friday on or as close to 10:00am as possible.

Promotion Entry Entitlements

10. The initial start-up prize for the first day of the promotion will be \$100. If the Prize is not duly claimed it will jackpot by \$100 for the next promotion day, to a maximum jackpot of \$1,000. Once the jackpot reaches \$1,000, the jackpot will remain at \$1,000 until it is won. When the jackpot prize is duly claimed, this promotion is deemed to have finished. Once the jackpot reaches \$1,000, the promotion will run until deemed necessary by the Management of The Westport Club (unless the jackpot is duly won). Members will be notified 2 weeks in advance as to when the promotion will finish. In this instance, a final draw will be held in accordance with sections 18-23.
11. A membership number will be drawn from the membership database on or as close to 10:00am on the nominated draw days.

12. The financial member whose membership number is drawn must have 'liked' The Westport Club Facebook page. The member will have 12 hours to present themselves to the club reception desk to claim their prize.
13. If the financial member whose membership number is drawn complies with the Terms and Conditions stated above and presents to the club reception desk within 12 hours, then the jackpot is won.
14. If the member does not claim their prize in accordance with sections 12-13 above, the prize will jackpot by \$100 (see section 10 above) to the following day of the promotion.
15. An eBet Members Kiosk or a computerised random draw function will be used to run a Members Draw from the financial and eligible members database to select a membership number. This number will be verified with current membership database to determine the name and eligible status of the selected member prior to announcement. The winner's membership number will be announced on The Westport Club Facebook page as close to the draw time as possible and the member will have 12 hours to claim their prize (see section 13 above).
16. The Club determines the designated clock from which the draw and other processes in connection with the promotion and the selection of winner and the awarding of prize, is timed.
17. Information on how to enter forms part of the promotion conditions.

Final Draw

18. If management of The Westport Club decides it is necessary to end the promotion, 2 weeks' notice will be given as to the final draw date, when the \$1,000 must be won. This will be done by drawing a member's name at 8:00pm. The financial member whose membership number is drawn must be present in the Club (as defined in section 31) at the time of the commencement of the draw and once announced will have 4 minutes to present themselves at the designated promotional stand within the Club's premises to claim the prize.
19. If the prize is not duly won another member's name will be drawn as soon as the 4 minutes is up and the financial member whose membership number is drawn must be present in the Club at the time of the commencement of the draw and once announced will have 4 minutes to present themselves at the designated promotional stand within the Club's premises to claim the prize.
20. If unclaimed, this process will continue for a total for 10 draws. If the prize is not claimed by the 10th membership draw, then members will be given 45 minutes to register their membership for a final draw at which the \$1,000 will be won.
21. From the registered numbers a draw will take place and the \$1,000 jackpot will be won.
22. Using a computerised random draw function a member's number (from those who registered) will be selected. That member must be present in the Club at the time of the draw and will have 4 minutes to present themselves at the designated promotional stand within the Club's premises to claim the prize. If the financial member whose number is drawn is present, then they will win \$1,000.
23. The above step will be repeated until the \$1,000 prize has been duly claimed.

Proof of Qualification and Payment of Prize

24. A member claiming a prize must identify themselves and prove their identity and eligibility to the reasonable satisfaction of the Club, to participate or for a prize to be awarded to them.
25. Due to Facebook privacy settings it is possible that The Westport Club will not be able to confirm that a member is a fan of The Westport Club. In this instance a member may be asked to present proof that they liked the page prior to the draw taking place, by showing staff their Facebook account on a mobile device or computer.
26. Up to \$1,000 cash can be paid to the winner on the night of the draw. There will be no cash prize issued after 10:00pm. Where the prize is won after 10:00pm, the member will be issued the full amount of the prize by Cheque or EFT within 4 working days following the draw; no part-cash will be given.
27. By entering this promotion, members agree to a complete release of Facebook from any or all liability in connection with this promotion.
28. This promotion is in no way sponsored, endorsed or administered by Facebook.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CLUB PROMOTIONS

29. 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.
30. Information on how to enter forms part of the promotion conditions.
31. 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 and outer building detached from the main club building do not form part of the Club's premises for the purposes of Club promotions.
32. 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 and outer building detached from the main club building do not form part of the Club's premises for the purposes of Club promotions.

33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. Prizes are strictly not transferable or negotiable.
43. 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.

44. 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.
45. All risks of loss of or damage to any prize consisting of a car or other goods, pass to the winner immediately when 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.
46. 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.
47. 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.
48. These conditions cannot be varied for an individual member.
49. The Club determines the designated clock from which draws are timed.
50. 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.
51. 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).
52. 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.
53. 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 Office of Liquor, Gaming and Racing.
54. 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.