

# THE WESTPORT CLUB

## Members' Jackpot

5 January 2017 to 4 January 2018



### Terms and Conditions

The promotion name is Westport's Members' Jackpot. The promotion is authorised under NSW Permit Number: LTPS/17/10604.

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 (2-4) above.
6. To be eligible to claim the jackpot prize a member must be on the Club's premises, as outlined in the General Terms and Conditions applicable to all Club Promotions section 30, below. No member is entitled to or can to claim a prize if they have entered the Club's premises, as per section 30 below, after their name has been drawn and announced.
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 Thursday 5 January 2017 and runs every Monday and Thursday until it has either been claimed or it reaches \$75,000 on Monday 18 December 2017.
9. At this point the draws will cease until a final draw is held on either a Monday or Thursday on or prior to Thursday 4 January 2018 when the \$75,000 will be given away.
10. The nominated draw times during the promotional period will take place each Monday and Thursday on or as close to 6:30pm and 8:00pm.

### Promotion Entry Entitlements

11. The initial start-up prize for the first night of the promotion will be \$750. If the Prize is not duly claimed it will jackpot by \$750 for the next promotion night. When the jackpot prize is duly claimed, this promotion is deemed to have finished.
12. A membership number will be drawn from the membership database on or as close to 6.30pm on the nominated draw days.

13. The financial member whose membership number is drawn must be present inside the Club's premises (as defined by section 30 below) 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.
14. If the financial member whose badge number is drawn is present and complies with the Terms and Conditions as stated above, then the jackpot is won.
15. If the financial member is not present another membership number will be drawn on or as close to 8.00pm repeating sections 12-14 above.
16. If the member is not present the prize will jackpot \$750 (see section 11 above) to the following night of the promotion.
17. An eBet Members Kiosk or a computerised random draw function will be used to run a Members Draw from the financial and eligible member's 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.
18. If the Members Jackpot has not been claimed by 18 December 2017, all following draws will cease until the final draw on or prior to Thursday 4 January 2018 when the \$75,000 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 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 of 20 draws. If the prize is not claimed by the 20<sup>th</sup> membership draw then members will be given 45 minutes to register their membership for a final draw in which the \$75,000 will be won.
21. From the registered numbers a draw will take place and the \$75,000 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 \$75,000.
23. The above step will be repeated until the \$75,000 prize had been duly claimed.
24. 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.
25. Information on how to enter forms part of the promotion conditions.

## **Proof of Qualification and Payment of Prize**

26. A member claiming a prize must identify themselves and prove their identity and eligibility to the reasonable satisfaction of the Club, in order to participate or for a prize to be awarded to them.
27. Up to \$5,000 cash can be paid to the winner on the night of the draw, with the balance payable by Cheque or EFT within 4 working days following the draw.

## **GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CLUB PROMOTIONS**

28. 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.
29. Information on how to enter forms part of the promotion conditions.
30. The Club's premises are as determined by the Club in its discretion and comprise all areas within the main club building (excluding 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.
31. The Club's promotional stand (for announcements of all draws) is determined by the Club in its discretion at the time of the draw.
32. 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.
33. 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.

34. 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.
35. 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.
36. 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.
37. Further, 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.
38. 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.
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. 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.
44. 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.
45. These conditions cannot be varied for an individual member.

46. The Club determines the designated clock from which draws are timed.
47. 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.
48. 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).
49. 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.
50. Members will be notified of this promotion via the Club's advertising platforms, PA announcements, or by other means at the Club's discretion. All advertising material will contain the approved Permit Number.
51. 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.
52. In the event that any prize is unavailable, the Club reserves the right to substitute a similar but not necessarily an identical prize, of equal or greater value.
53. The value of any prize (if stated) is only an approximate retail value in Australian dollars at the date the promotion is first launched.
54. Notification of all prize winners' names exceeding \$750 throughout the promotional period will be published on The Westport Club's Website ([www.thewestportclub.com.au](http://www.thewestportclub.com.au)).
55. 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.