The Westport Club's LUCKY 8's PROMOTION LTPS/18/28545

TERMS AND CONDITIONS



The promotion name is The Westport Club's Lucky 8's Promotion. The promotion is authorised under NSW Permit No LTPS/18/28545.

- 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 and provisional 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. To be eligible to claim a prize at any weekly draw, a member must be on the Club's premises, as outlined in the General Terms and Conditions applicable to all Club Promotions Section 49, below. No member is entitled to or can claim a prize if they have entered the Club's premises, as per Section 49 below, after their name has been drawn and announced.
- 6. All prizes are set as per these Terms and Conditions and will not be altered due to a winner's membership status.

Promotion Period

7. The promotional period commences on and from 07:30 hours Wednesday 26 September 2018 and concludes with the Guaranteed Final Draw on Friday 29 March 2019, or earlier if the Grand Jackpot Prize is claimed. There will be a maximum of fifty (50) Session Draws and one (1) Guaranteed Final Draw as stated in these conditions.

Session Draw Promotion Entry Entitlements

- 8. A member is entitled to one ticket (1) in the promotion for each one hundred (100) Reward Points which the member spends with the Club or with any participating outlet on the Club's premises.
- 9. A member is also entitled to one (1) ticket in the promotion by swiping their membership card at any one of The Westport Club's Membership Kiosks located throughout the Club's premises. A member is only entitled to one (1) such ticket each day (00:00 hours to 23:59 hours).
- 10. A member may also be allocated bonus tickets, up to one hundred (100) tickets per occurrence, throughout the promotional period by participating in digital and in store promotions. These include but are not limited to the completion of online competitions and surveys and random swipe bonuses issued through The Westport Club's Membership Kiosks.
- 11. Multiple tickets are permissible.
- 12. A member entitled to a ticket(s) in the promotion in the circumstances outlined, must initiate the redemption of tickets into entries to be eligible into a promotion session and the guaranteed final draw. A member can only initiate the printing of a ticket at one of the three (3) Reward Kiosks located within the Club's premises. On each occasion the ticket issued will reflect entry / entries

to which the member has become entitled since last initiating redemption into the draw. This ticket will show the member's number of entries have been recorded and acknowledged. However, the binding evidence of an entry is the database record in the Club's relevant computer system, and not any printed ticket.

- 13. Members' redeemed entries are only valid for one session draw.
- 14. Rights of entry into the promotion can only be acquired and exercised during the promotion period as stated under the Promotional Period.

Session Draw Details and Procedures

- 15. Session draws will commence on Wednesday 26 September 2018 and run each Wednesday and Sunday until the last session draw on Sunday 17 March 2019 unless the Grand Jackpot Prize is claimed in an earlier draw in which case the promotion ceases.
- 16. There will be a maximum of fifty (50) session draws and if required, one (1) final draw as stated in these conditions.
- 17. There will be four (4) winners each session draw, a single member maybe be the holder of multiple drawn entries.
- 18. For any session draw, rights of entry cease to accrue from 07:00 hours on the day of the draw.
- 19. For any Wednesday Session Draw, members must initiate entry / entries by no later than 18:30 hours on the day of the draw. For any Sunday Session Draw, members must initiate entry / entries by no later than 17:00 hours on the day of the draw.
- 20. For each Wednesday Session Draw, on the day of the Draw commencing at approximately 19:00 hours, four (4) ticket numbers and corresponding member names will be drawn one by one and from the Club's eBet or a computerised random draw function. As each member name is drawn it will be announced via the Club's PA system in the designated promotional areas (see Section 52 below). For each Sunday Session Draw, on the day of the Draw commencing at approximately 17:30 hours, four (4) ticket numbers and corresponding member names will be drawn one by one and from the Club's eBet or a computerised random draw function. As each member name is drawn it will be announced via the Club's PA system in the designated promotional areas (see Section 52 below). The member must be on the Clubs licensed premises at the time of the first announcement of the member name and membership number to be eligible to claim the prize.
- 21. The announced member must present themselves at the designated promotional display within the Club's premises within four (4) minutes of their name being called to claim a prize in the Draw; otherwise the announced member is not entitled to a prize. In that case a redraw will take place. This process will be repeated until the announced holders of the four (4) drawn ticket holders have duly presented themselves and been acknowledged. The Club in its discretion may adjourn the process to continue at the next Weekly Session Draw date, if all prizes are not duly claimed by 22:00 for a Wednesday Session Draw or by 20:30 for a Sunday Session Draw. In the event prizes are not claimed at the final session draw (being Sunday 17 March 2019) then the draw will continue until all prizes are claimed.
- 22. For each session draw the winners will spin a promotional wheel to determine their prize. There are fifty (50) wedges on the wheel, containing:
 - 1 x Grand Jackpot Prize (accumulating prize, starting at \$500)
 - 1 x Major Jackpot Prize (\$488)
 - 3 x Maxi Jackpot Prizes (\$288)
 - 6 x Minor Jackpot Prizes (\$188)
 - 39 x Mini Jackpot Prizes (\$88)

- 23. For the spin to be valid it must complete two (2) x 360 degree revolutions and land completely on a prize amount. If a spin does not make two (2) complete revolutions of the wheel or lands in between (2) two amounts on a spoke the spin will be void and needs to be re-spun.
- 24. Three (3) of the \$88 wedges on the promotional wheel will award an additional eighty-eight (88) bonus tickets for the promotion. The bonus tickets are offered in addition to the cash prize of \$88. These bonus features will be indicated by a sticker placed on selected wedges denoting the \$88 cash prize.
- 25. One (1) of the \$188 wedges will have a 'spin again' feature. In the instance that a Member spins the wheel and lands on this wedge, they will have the choice to either claim the \$188 prize or forfeit the prize and spin the wheel again. This bonus feature will be indicated by a sticker placed on the relevant \$188 wedge of the promotional wheel.
- 26. The Grand Jackpot Prize starts at \$500 on session draw one (1) on Wednesday 25 September 2018 and increases each session draw by \$500 until the Grand Jackpot Prize is claimed. Where the Grand Jackpot remains unclaimed at the end of the fifty (50) sessions (Sunday 17 March 2019), and the jackpot has reached \$25,000, the Guaranteed Final Draw is activated, and session draws cease.
- 27. If the Grand Jackpot Prize is claimed in any Session Draw (other than the Guaranteed Final Draw), prior to all four draws of that session being completed, the Session Draw will continue until all four winners have claimed a prize. For this session only, the Jackpot will re-set to \$500 for the remaining draws. At the conclusion of that Session Draw, the promotion will then cease.

Guaranteed Final Draw Promotional Details

- 28. The guaranteed final draw promotion will only activate if the Grand Jackpot Prize has not been claimed during one (1) of the fifty (50) session draws. If required the final draw will take place on Friday 29 March 2019.
- 29. Draws will take place from 20:00 on Friday 29 March 2019 until the Grand Jackpot Prize is claimed.
- 30. There will be one (1) Grand Jackpot Prize winner at the guaranteed final draw.

Guaranteed Final Draw Promotion Entry Entitlements

- 31. A member will be allocated all of their redeemed session draw entries used during the promotional period, for use, exclusively in the Guaranteed Final Draw.
- 32. No other tickets will be allocated for the Guaranteed Final Draw. Guaranteed final draw ticket allocations are not transferable.
- 33. Guaranteed Final Draw ticket allocations will be placed on member ticket promotions accounts seven (7) days prior to the Guaranteed Final Draw and can only be redeemed for use in the Guaranteed Final Draw.
- 34. For the guaranteed final draw, members must initiate entry/entries by no later than 19:30 on the day of the Draw. Any unused final draw tickets will expire at 19:31 on Friday 29 March 2019.
- 35. Multiple entries are permissible.
- 36. A member entitled to a guaranteed final draw ticket in the Promotion in the circumstances outlined, must initiate the redemption of an entry / entries to complete their place in the promotion. A member can only initiate the printing of an entry ticket at one of the three (3) Reward Kiosks within the Club's premises. On each occasion the ticket which issues will reflect any entry (and all of the entries, if more than one) to which the member has become entitled

since last initiating a ticket. A ticket shows the member's entry or entries are recorded and acknowledged. However, the binding evidence of an entry is the database machine record in the Club's relevant computer system, and not any printed ticket.

37. Rights of entry into the Promotion can only be acquired and exercised during the promotion period for the guaranteed final draw.

Guaranteed Final Draw Details and Procedures

- 38. At the Guaranteed Final Draw commencing at approximately 20:00 hours, one (1) number and corresponding member name will be drawn from the Club's eBet computer system. The member name drawn will be announced via the Club's PA system. The member must be inside the Club's Licensed premises at the time of the first announcement of the member name and membership number to be eligible to claim the prize.
- 39. The announced member must present themselves at the designated Promotional Display within the Club's premises within four (4) minutes of their name being called to claim a prize in the draw; otherwise the announced member is not entitled to a prize. In that case, a redraw will take place. This process will be repeated until the announced holder of the drawn entry has duly presented themselves and been acknowledged.
- 40. The announced winner will spin the promotional wheel. There are fifty (50) wedges on the wheel, containing;
 - 11 x Grand Jackpot Prize (accumulated prize, \$25,000)
 - 39 x Mini Jackpot Prizes (\$88)
- 41. If the Grand Jackpot Prize is not claimed another winner will be drawn and announced in accordance with Guaranteed Final Draw conditions. Draws will take place approximately every five (5) minutes. This process will continue until the Grand Jackpot Prize is claimed.
- 42. Once the Grand Jackpot Prize has been claimed, the promotion ceases.
- 43. For the spin to be valid it must complete two (2) x 360 degree revolutions and land completely on a prize amount. If a spin does not make two (2) complete revolutions of the wheel or lands in between two (2) amounts on a spoke the spin will be void and needs to be re spun.
- 44. The Club in its discretion may adjourn the process to continue at another advertised day and time, if all prizes are not duly claimed by 22:00 hours. This is subject to approval by NSW Office of Liquor, Gaming and Racing.

Maximum Promotion Prize Values for Session Draws and Guaranteed Final Draw

- 45. Across the promotional period there may be up to two hundred (200) session winners and one (1) Grand Jackpot Prize winner.
- 46. It is estimated that the maximum promotional prize value for this promotion is \$49,600 as shown below;
 - 200 x Individual Session Winners and Final Draw Winners (average spin) = \$24,600
 - 1 x Grand Jackpot (at its maximum unless claimed earlier) = \$25,000

Proof of qualification and payment of prizes

- 47. 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.
- 48. Up to \$2,000 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

- 49. 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.
- 50. Information on how to enter forms part of the promotion conditions.
- 51. 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.
- 52. 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.
- 53. 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.
- 54. 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.
- 55. 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.
- 56. 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.

- 57. 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.
- 58. 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.
- 59. 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.
- 60. 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.
- 61. 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.
- 62. Prizes are strictly not transferable or negotiable.
- 63. 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.
- 64. 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.
- 65. 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.
- 66. 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.
- 67. 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.
- 68. These conditions cannot be varied for an individual member.
- 69. The Club determines the designated clock from which draws are timed.
- 70. 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.
- 71. 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).

- 72. 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.
- 73. 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.
- 74. 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.