



## 2020 Tabcorp Park Melton Car Giveaway

### TERMS AND CONDITIONS

**Modification Due To Pandemic:** Due to the recent pandemic the Federal Government has forced Tabcorp Park to close all Bistro, Gaming, Functions and Sports Bar facilities. Tabcorp Park Senior Management has decided to put a hold on the Win A Car 2020 Promotion until, the venue and gaming room fully reopens, in reference to paragraph 14 of our terms and conditions.

- I. All 30 finalists drawn between 5/03/2020 – 19/03/2020 are eligible to be included in the final draw. A total of 90 finalists will be eligible to enter the Main Car Draw once the promotion re commences.
  - II. The Win a Car promotion will commence once the gaming room has been open for one full week (Monday-Sunday). The following Friday customers can start receiving entries. The next Thursday 10 winners will be drawn as per T&C's.
  - III. If Tabcorp Park is forced to close, the Win A Car promotion will be put on hold again and the process above will start again.
  - IV. The Main Car Draw will commence once all 90 finalists are drawn. Finalists will be notified.
1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed to be acceptance of these Terms and Conditions.
  2. Entry is only open to Australian residents over the age of 18 who are also Golden Reign Rewards Member or Player Reward members of Tabcorp Park Melton ("the Promoter")
  3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
  4. Promotion commences at 8am AEST on Friday 28<sup>th</sup> February 2020 and ends at 9pm AEDST Thursday 7<sup>th</sup> May 2020 ("Promotional Period").

- i) Members must swipe membership card on entry to the venue. Upon entry members shall be provided with an entry slip containing their membership details. To enter the draw the member must place the entry slip into the barrel in the gaming room.

Additional entries may be obtained via food and beverage purchases within the venue and via additional promotions conducted by the promoter.

10 entries shall be drawn on each Thursday throughout the promotional period at 9pm AEDST. The ten entries drawn shall be eligible to be included in the final draw. A total of 90 finalists will be eligible to enter the Main Car Draw on Thursday 7<sup>th</sup> May 2020 .

A fresh barrel shall commence at 8am on the following Friday morning and the process repeated.

- ii) Entries into the Main Car Draw close on Thursday 30<sup>th</sup> April 2020 at 9pm AEDST.
- iii) Main Car Draw will commence on Thursday 7<sup>th</sup> May 2020 at 7pm AEDST and conclude Thursday 7<sup>th</sup> May 2020 by 9pm AEDST. The winner must be present to be eligible to win the prize
- iv) The draw shall be conducted by the Gaming Manager and/or General Manager, Tabcorp Park Melton.

5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and membership status) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

6. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

7. The draw will take place at Tabcorp Park Melton .The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner must be present at the draw to be eligible to win the prize. The winner will be announced on the Tabcorp Park internet site [tabcorppark.com.au](http://tabcorppark.com.au) and in The Herald Sun in the week commencing May 11<sup>th</sup> 2020 .

8. The Promoter's decision is final and no correspondence will be entered into.

9. Of the 90 weekly finalists drawn over the duration of the promotion, 9 Main Car Draw finalists will be determined and eligible to pick a key to win the car on Thursday 7<sup>th</sup> May 2020 .

- i. The first valid entrant out of the 9 Main Car Draw finalists to successfully pick the correct key to open the allocated lock will win a 2019 Toyota Corolla Ascent Sport , including registration, and stamp duty and dealer delivery. Additional insurance, options, petrol and all other ancillary costs

are the responsibility of the winner. The winner must collect the prize from Tabcorp Park Melton.

10. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

11. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

12. Prize is not transferable or exchangeable and cannot be taken as cash.

13. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

14. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorized intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

15. Any cost associated with accessing the Internet is the entrant's responsibility and is dependent on the Internet service provider used.

16. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

17. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of

opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) collection and/or use of the prize.

18. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

19. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <http://www.tabcorpnpark.com.au/>. Entry is conditional on providing the requested personal information. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, or access, update or correct information to the Promoter and direct any complaints regarding treatment of their personal information according to the Privacy Policy. All entries become the property of the Promoter. The Promoter will not disclose personal information to any overseas entity.

20. The Promoter is Melton Entertainment Trust trading as Tabcorp Park Melton of 2 Ferris Road Cobblebank