

Christmas Tree Giveaway - TERMS AND CONDITIONS

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 or Player Rewards members of Tabcorp Park Melton ("the Promoter")
3. Employees of the Promoter and agencies associated with this promotion are ineligible to enter.
4. Promotion commences at 10am AEST on Friday 10th December and ends at 5pm AEDST Friday 24th December 2021 ("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.

10 entries per day shall be drawn every hour from 11am to 8pm (excluding Friday 24 December, entries conclude at 4pm) AEDST. The ten entries must be present to be eligible to win the prize, tickets will continue to be drawn until a winner is obtained.
 - ii) The ten entries drawn shall be eligible to be included in the Major Draw - Christmas hamper drawn on Friday 24 December at 5pm.
 - i) The hamper will be drawn on Friday 24 December from the pool of entries obtained each day through the promotional period, these entrants will be the only qualified participants in the final draw. The winner must have Australian legal identification including valid photo identification (e.g. Australian driver's license), documents stating current address and date of birth to claim the prize.

Qualifying entries are not transferable to another person, entries cannot be on-sold or gifted as this will deem the entry invalid.
 - iii) The draw shall be conducted by the Gaming Manager, Manager or Appointed Supervisors on shift at 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 daily draws to be eligible to win the prize. The winner will be announced on the Tabcorp Park internet site tabcorp.com.au
8. The Promoter's decision is final and no correspondence will be entered into.
9. The first valid entrant from the finalists to be chosen on Friday 24 December, will be the recipient of the Main prize Hamper.
10. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
11. Prize is not transferable or exchangeable.
12. 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.
13. 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.

14. 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.

15. 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.

16. 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.

17. 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.tabcorp.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.

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