



2021 Winter Whitegoods Giveaway

- iv. **Amendment date (2 December 2021)** Amendment to the Terms and Conditions: due to the uncertainty of the pandemic lockdowns we were unable to hold the promotion as scheduled. We are reinstating the last week of the promotion Week 4 (originally scheduled for 23 July to 29 July, then re-scheduled to 6 August to 12 August but postponed due to continued lockdowns), now to be conducted Friday 3 December – Thursday 9 December 2021.

Week 4 Prize - Combo Pack, Breville Toast & Melt Sandwich Press Plus Kambrook 500W Power Drive Stick Mixer Plus Lavazza Jolie Plus Milk Black With Coffee Capsules – Total Value \$361

- iii. **Amendment date (6 August 2021)** Amendment to the Terms and Conditions: Due to the recent pandemic lockdowns (conducted while the promotion was scheduled) this promotion is on hold, to be reinstated once practical to do so – please refer to section 14 of our terms and conditions.

- ii. **Amendment date (29 July 2021) - Re-Commencement of promotion is rescheduled for Friday 30 July, commencing from week 3 – refer to point 11. iii and iv. This will now be amended to the following:**
 - i. Week 3 (previously Friday 16 July – Thursday 22 July) New date Friday 30 July to Thursday 5 August – Bosch 9KG Front Load Washing Machine. Value \$860
 - ii. Week 4 (previously Friday 23 July – Thursday 29 July) New date Friday 6 August to Thursday 12 August – Combo Pack, Breville Toast & Melt Sandwich Press Plus Kambrook 500W Power Drive Stick Mixer Plus Lavazza Jolie Plus Milk Black With Coffee Capsules – Total Value \$361

- i. **Amendment date (15 July 2021) Amendment to the Terms and Conditions: Due to the recent pandemic lockdowns (conducted while the promotion was scheduled) this promotion is on hold, to be reinstated once practical to do so – please refer to section 14 of our terms and conditions.**

TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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 2 July 2021 and ends at 9pm AEDST Thursday 29 July 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.

1 entry shall be drawn on each Thursday throughout the promotional period at 9pm AEDST. This entry will be deemed the winner of the weekly prize on offer. Entrants are not required to be present for this draw.

A fresh barrel shall commence at 8am on the following Friday morning and the process repeated.
 - ii) Entries into the weekly draw close every Thursday within the promotional period at 9pm AEDST.

- iii) The draw shall be conducted by either the Gaming Manager, Supervisor, Duty Manager and/or General Manager, Tabcorp Park Melton.
- iv) Winners will have 30 days from the weekly draw to claim prize, once this claim period is over the next valid entry will be eligible to claim the prize.
- v) All entrants must ensure they have opted in on their Membership to be contacted and ensure contact details are valid and current. Promoter reserves the right to disqualify the winner if the above is not valid.

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 will be announced on the Tabcorp Park internet site tabcorppark.com.au

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

9. If the winner is, through any legal incapacity or otherwise, unable to accept the prize , then the winner may assign the prize to another person (who consents to such assignment) with legal capacity. 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 prize 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.

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. Weekly prizes consist of the following within the promotional period:

- iii. Week 1 (Friday 2 July - Thursday 8 July) – 279L LG Top Mount Refrigerator. Value \$568
- iv. Week 2 (Friday 9 July – Thursday 15 July) – Dyson V8 Animal Cordless Vacuum. Value \$685
- v. Week 3 (Friday 16 July – Thursday 22 July) – Bosch 9KG Front Load Washing Machine. Value \$860

- vi. Week 4 (Friday 23 July – Thursday 29 July) – Combo Pack, Breville Toast & Melt Sandwich Press Plus Kambrook 500W Power Drive Stick Mixer Plus Lavazza Jolie Plus Milk Black With Coffee Capsules – Total Value \$361

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.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.

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