

Santa's Gift Mix Up

Trade Promotion – Game of Skill & Chance

Terms & Conditions

TERMS AND CONDITIONS OF ENTRY

1. **Promotion:** These Terms and Conditions constitute the terms of entry into Santa's Gift Mix Up (**Promotion**). By entering into the Promotion, Entrants agree to, and accept, these Terms and Conditions.
2. **Promoter:** The Promotion is conducted by City Tattersalls Club 194-204 Pitt Street Sydney, NSW 2000 ABN 44 004 054 353 (**Promoter**).
3. **Eligibility:** Entry is open to all Australian permanent residents, financial members of the Venue aged 18 years and over at the time of entry (each an **Entrant**). Employees, directors, officers, managers and other staff (and their immediate families) of the Promoter and its related bodies corporate, or of the agencies and companies associated with this Promotion (together, **Promoters Associates**) are ineligible to enter this Promotion.
 - (a) the promoter reserves the right to refuse any person participation in the promotion.
4. **Promotion Period:** Entry into the Promotion commences at the time of invitation 10:00am on the 16th December 2022 (Australian Eastern Daylight Savings Time) and closes at 6:00pm (Australian Eastern Daylight Savings Time) on 26th December 2022 and/or as extended at the discretion of the Promoter (**Promotion Period**).
5. **Entry Method:** During the Promotion Period:
 - (a) No purchase is necessary to win or participate in the Promotion;
 - (b) Entrants must follow the prompts via the invitation link to access the game link;
 - (c) Entrants agree to these Terms & Conditions in order to complete an online entry form for access to the Leader board, which may include full name, contact mobile phone number, current and valid email address, membership number, date of birth, address; and
 - (d) Entrants may play the Promotion game (as per Clause 7), during the Promotion Period.
6. **Entry Conditions:**
 - (a) The Promoter may, in its sole and absolute discretion, deem any incomplete, indecipherable, or ineligible entry invalid.
 - (b) Entrants must enter the Promotion using their own name and must provide correct personal details. The Promoter may deem any entry invalid if the Promoter considers, in its sole and absolute discretion, that the Entrant has provided incorrect, misleading or fraudulent information.
 - (c) The Promoter reserves the right, at any time, to request that an Entrant promptly provide identification (including but not limited to proof of identity, proof of age and proof of residency) to verify the Entrant's identity, age, residential address, eligibility to enter and participate in the Promotion and to claim the Prize. If an Entrant refuses to produce that proof, or does not produce that proof, to the satisfaction of the Promoter (in its sole and absolute discretion), the Promoter may deem the Entrant ineligible to participate in the Promotion.

- (d) The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to enter into the Promotion repeatedly is prohibited. If an Entrant is found to be using such software or means, the Promoter reserves the right to deem all entries submitted by that Entrant to be invalid.

7. Number of entries:

Entrants are permitted to submit multiple entries into the Promotion, subject to the requirement that each entry must be submitted separately and in accordance with the entry conditions set out in these Terms and Conditions and done so within the timeframes stipulated for this Promotion. Entrants may be allocated (1) one prize only as Item 8 (b).

8. Determination of Winner:

- (a) All valid entries will be determined at random during the Promotion Period.
- (b) All winners must be a financial member of the Promoter at the specified membership level to be eligible to win a reward in that promotion
- (c) The winners will be determined during the Promotion Period, by random selection with a limit of one (1) Prize reward per person during the campaign;
- (d) In the event a Winner forfeits the Prize in accordance with these Terms and Conditions, the Promoter reserves the right, in its sole and absolute discretion, to award a Prize to any other valid Entrant.

9. Notification of Winner:

- (a) The Winner will be notified by the Promoter via SMS.
- (b) The Winner must confirm acceptance of the Prize by redemption of the Reward link delivered via SMS.
- (c) If for any reason, the Promoter is unable to contact the Winner, or the Winner does not confirm acceptance of the Prize in accordance with this Clause 9, the Winner will forfeit the Prize and the Promoter reserves the right to award the Prize to the next eligible Entrant in accordance with Clause 8 above.
- (d) The Promoter takes no responsibility for the Winner's failure to receive notification from the Promoter, for example, due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information."

10. Delivery of Prize: The Prize will be given to the Winner by the Promoter via a SMS with link to voucher which must be presented to the Venue reception to redeem.

11. Publication of winner: The Winners will be published at the conclusion of the game period on the City Tattersalls Website.

12. Prize:

There are five (5) membership levels with a maximum number of prizes to be won for each membership level, comprising the following:

Black level – 11 prizes with a total value of \$1100 in club credit
Diamond Level – 42 prizes with a total value of \$3150 in club credit
Emerald Level – 40 prizes with a total value of \$2000 in club credit
Sapphire Level – 70 prizes with a total value of \$1750 in club credit
Ruby Level – 200 prizes with a total value of \$2000 in club credit

The total prize value is approximately AUD \$10,000.

- 13. Prize Restrictions:** The Winner must claim their Prize within 30 days of being notified that the Winner has won the Prize. If for any reason, the Winner does not claim the Prize by this date, the Winner will forfeit the Prize and the Promoter reserves the right, in its sole discretion, to award the Prize to the next eligible Entrant in accordance with Clause 8 above.

(a) Club credit will expire on Monday, 27th March 2023.

14. General Conditions of the Prize:

- (a) The Promoter's decision is final and no correspondence will be entered into.
- (b) For the avoidance of doubt, Entrants may be restricted from winning a Prize in more than one promotion conducted by, or in association with, the Promoter
- (c) The Winner must redeem or use the Prize within a time period specified by the Promoter (which will be communicated to the Winner at the time the Winner claims the Prize)
- (d) The Winner acknowledges that they are responsible for any ancillary costs associated with acceptance or use of the Prize. This includes any costs associated with accessing any website in connection with this Promotion.
- (e) The Prize must be taken as offered and the Prize (or any unused portion of the Prize) cannot be varied, transferred or exchanged, nor can it be redeemed for cash.
- (f) If for any reason, a Winner is unable to claim the Prize (or does not use a portion of the Prize) within the time period stipulated by the Promoter, then the Prize (or any unused portion of the Prize) will be forfeited by the Winner and the Promoter will not provide any alternative (including cash) for the Prize (or any unused portion of the Prize).
- (g) The Promoter reserves the right to invalidate any entry if the Promoter considers, in its sole and absolute direction, that the Entrant has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be waived at the Promoter's discretion. If the Promoter becomes aware after an Entrant has won the Prize that the Entrant has not complied with these Terms and Conditions, the Entrant will have no entitlement to claim and use the Prize, even if the Promoter has announced the Entrant as a winner. In these circumstances and, if so notified by the Promoter, the Entrant will return, refund or otherwise make restitution of the Prize.

- 15. Publicity:** To the extent permitted by law, each Entrant consents to the Promoter using the Entrant's name, likeness, image, location and any other information submitted as part of the entry (including any entry) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting this Promotion (including any outcome), the Promoter and promoting any products manufactured, distributed and/or supplied by the Promoter. For the avoidance of doubt, any use of an Entrant's name,

likeness, image, location, content of their entry and any other information submitted as part of the entry by the Promoter during or after the Promotional Period does not mean that the Entrant has been selected as a Winner.

16. Liability:

- (a) To the extent permitted by law, Entrants agree not to bring any claim against the Promoter and the Promoter's Associates, and/or indemnifies the Promoter and the Promoter's Associates against any claim that may be made (including any claim made by a third party), in respect of any direct or indirect loss (including special or consequential loss), damage, expense or injury that is suffered or incurred by an Entrant in connection with:
 - (i) any breach of these Terms and Conditions
 - (ii) entry into, or participation in, this Promotion, or acceptance or use of the Prize;
 - (iii) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (iv) any theft, unauthorised access or third party interference;
 - (v) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter); or
 - (vi) modification or cancellation of the Promotion.
- (b) The Promoter has no control over communications networks or services and accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

17. Privacy:

- (a) By entering into this Promotion, each Entrant acknowledges and consents to the Promoter (and its related bodies corporate) accessing, collecting and using an Entrant's personal information in accordance with the Promoter's Privacy Policy available at: <https://citytatts.com.au/privacy-policy/>
- (b) By entering into the Promotion, an Entrant consents to the Promoter using the Entrant's personal information for the purpose of administering this Promotion, including fulfillment of the Prize, marketing and advertising of the Promotion and publicity of the outcome of the Promotion (such as the announcement of the Winner).
- (c) Entrants acknowledge that the Promoter may disclose an Entrant's personal information to third parties for the purposes of conducting the Promotion (including promotional, marketing and publicity purposes) and delivering the Prize.

18. General Conditions of Promotion:

- (a) The Promoter reserves the right to invalidate any entry if an Entrant is unable to or refuses or fails to take part in any part of this Promotion or where an Entrant or entry is considered by the Promoter, acting reasonably, not to comply with these Terms and Conditions.

- (b) If this Promotion is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), COVID-19 (or other pandemic) restrictions, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law, to:
 - (i) modify, suspend, terminate or cancel the promotion, as appropriate; or
 - (ii) invalidate any entry.
- (c) Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- (d) Entrants agree that these Terms and Conditions will be governed by the laws of the State of New South Wales.

19. Contact:

City Tattersalls Club

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