

## TERMS AND CONDITIONS

### PROMOTION

Chance to Win \$100,000

### PROMOTER

1. The “**Promoter**” is Supreme Waterloo Pty Ltd, trading as the Waterloo Cup Hotel of 252 Maribyrnong Road, Moonee Ponds 3039 (“**Venue**”), ABN: 69 162 814 557.

### PROMOTIONAL PERIOD

2. The Chance to Win \$100,000 promotion (the “**Promotion**”) will commence at **8:00am Wednesday 18<sup>th</sup> January 2017** and closes at **11.59pm Tuesday 28<sup>th</sup> March 2017** (the “**Promotional Period**”).

### ELIGIBILITY

3. Entry into this promotion is open to all patrons of the Venue who are Australian residents aged 18 or over as provided further in these Terms and Conditions. The Promoter warrants that participation in this promotion does not require the entrant to agree to receive any gaming machine advertising (as defined in section 5.7.5(3) of the *Gambling Regulation Act 2003 (Vic)* (the **GRA**)).

4. In order to participate in this Promotion, persons must be over 18 years of age, an Australian resident, and NOT be currently excluded (whether self-excluded or otherwise) from the Venue or any part of the Venue in which the Promotion is taking place.

### ENTRY REQUIREMENT

5. The playing of a gaming machine or participating in a loyalty scheme that requires either expenditure on gaming machines or agreement to receive gaming machine advertising, does not enable you to enter or participate in this promotion (“**Qualifying Transaction**”). Copied entries will not be accepted.

6. All entries into the Promotion will be administered by the Promoter.

7. An Entrant will automatically be entered into the Promotion when their Program membership card is validly swiped at the Venue Kiosk (where applicable) by the Entrant during the Promotional Period (“**Qualifying Transaction**”). Any in-venue transaction connected with playing a gaming machine does not constitute a valid or qualifying entry.

8. Entries can be earned by taking part in venue events and offers within the **Promotional Period**.

- Spend \$20 anywhere in the venue
- Join the Loyalty Program
- Swipe your Membership Card
- Purchase the special of the month in the bistro

9. Each Qualifying Transaction is eligible for one entry into the Venue’s prize draw that applies to the Venue administering the Programs relevant to the particular Entrant

### PRIZES

10. There are 100 First Round Prizes, 1 Major Prize and 19 Runner up Prizes to be won.

The 100 First Round Prize Winners will each receive an invitation to the Major Prize Draw to be held at the Waterloo Cup Hotel Wednesday 5<sup>th</sup> April 2017, from 7.00pm.

The **Major Prize** is a chance to Win \$100,000, \$20,000 or \$10,000 or a guaranteed \$2,000.

The 19 Runner Up Participants will each receive a \$100 in cash.

11. The Prize will be subject to Chance to Win \$100,000 Terms and Conditions as advertised at [www.waterloocuphotel.com.au](http://www.waterloocuphotel.com.au)

12. The winner must be over 18 years of age.

#### PRIZE DRAW

13. There will be 10 First Round Draws each week, drawn every Wednesday and Friday within the Promotional Period. Ten entrants will be drawn to receive an invite to the Chance to Win \$100,000 event. A limit of 3 entries is permitted in the final draw per person. First round Prize Winner must be present at the Draw.

#### 14. First Round Prize Draw Dates

Week	Draw Date	Draw Qty	Draw Time	Prize	Price Total
1	25/01/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	27/01/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
2	01/02/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	03/02/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
3	08/02/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	10/02/10	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
4	15/02/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	17/02/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
5	22/02/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	24/02/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
6	01/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	03/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
7	08/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	10/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
8	15/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	17/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
9	22/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	24/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
10	29/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00
	31/03/17	5	7pm – 9pm	1 x Invitation to Major Prize Draw on 05/04/2017	\$0.00

#### 15. Major Prize Draws & Runner-Up Prizes

The Major Prize Draw will be conducted at the Waterloo Cup Hotel on Wednesday 5<sup>th</sup> April 2017. In order to determine who will be the Major Prize Winner and Play the Match Until You Win Game, all 100 First Round Prize Winners names will be placed in a barrel. Then 20 names will be randomly drawn from the barrel.

There will be 20 envelopes at the start of the Major Prize Game. One envelope will contain a Golden Ticket, which allows the holder of the ticket to play the final Match Until You Win Game for their chance to Win \$100,000. The remaining 19 envelopes will contain a card, redeemable for \$100 cash.

In order to determine who will play, each of the 20 shortlisted winners will draw out one envelope each in the order they were first drawn, without touching, handling, or interfering in any way with the other envelopes. The participant who draws out the envelope containing the Golden Ticket, will be determined the winner and will have the opportunity to play the Match Until You Win Game for their chance to win \$100,000. If a participant draws out an envelope that does not contain a Golden Ticket, they will instantly win \$100.

#### 16. Match Until You Win

The final game is a Match Until You Win. There will be 40 envelopes in a barrel containing the following values:

5 x \$100,000 (Mega Prize)

6 x \$20,000 (Major Prize)

7 x \$10,000 (Mini Prize)

22 x \$2,000 (Consolation Prize)

The contestant who drew the Golden Ticket in the previous draw is to play the final Match Until You Win Game. The player will pull an envelope out of the barrel, one at a time, until they have 5 envelopes with matching values. The contestant will win the value of the first 5 matching envelopes.

17. Prize Winner Cash Collection

If the Prize Winner wins any one of the following values \$100,000, \$20,000 or \$10,000, they will receive a cheque of the value won, within 60 days of the final draw. If the Prize Winner wins the \$2,000 prize, the winner will have the value paid immediately, either by cheque or in cash.

18. The Prize Winner's details will be published on the venue website from the next business day after confirmation with the prize winner of their win, for a period of at least 28 days after their respective prize win dates.

19. If the Promoter reasonably suspects that the Prize Winner is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning the Prize, the Promoter reserves the right to refuse to award the Prize to the Prize Winner.

## GENERAL

20. The total possible prize pool is up to \$101,900 (inc GST).

21. The Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in the Prize value. The Prize is not transferable or redeemable for cash within the venue. The Promoter is not responsible for any lost, stolen or damaged Prize. Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the *Competition and Consumer Act 2010 (Cth)* (the "**Consumer Guarantees**"), the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Prize.

22. The Promoter will not be responsible or liable if for any reason beyond their reasonable control, the Prize (or part of any Prize) is unavailable. The Promoter, in its discretion, reserves the right to substitute the Prize (or part of the Prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to the Consumer Guarantees and to any written directions from a regulatory authority.

23. Information on how to enter, and the Prize itself, form part of these Terms and Conditions. Participation in the Promotion by an Entrant (and acceptance of a Prize by the Prize Winner) confirms their acceptance of the Terms and Conditions governing the Promotion.

24. Directors, management, employees and contractors of the Promoter and their immediate families are not eligible to participate in this Promotion.

25. The Promoter reserves the right to request the Prize Winner provide proof of age and identity prior to awarding the Prize. Identification considered suitable for verification is at the discretion of the Promoter. The Prize Winner may be required to complete a statutory declaration to confirm their eligibility to accept the Prize.

26. If, in the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right (unless doing so would be prohibited by any law including the consumer guarantees set out in the Consumer Guarantees) to cancel, terminate, modify or suspend the Promotion subject to any written directions from the Victorian Commission for Gambling and Liquor Regulation.

27. Decisions of the venue management or of the Promoter are final. No correspondence will be entered into. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and such decision will be final and binding.

28. Each Entrant consents to the Promoter using (or permitting authorised third parties to use) the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.

29. The Promoter will collect, use and disclose the Entrant's Personal Information (as defined under the *Privacy Act 1988 (Cth)*) in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services. The Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Entrant (if any) and in accordance

with the relevant privacy policy of the Promoter. If an Entrant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Entrant to participate in the Promotion. By entering the Promotion, the Entrant consents to the Promoter: (a) collecting and using the Entrant's Personal Information in relation to the purposes referred to above; and (b) where considered necessary by the Promoter, disclosing the Entrant's Personal Information to third parties, including, but not limited to, Prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct their Personal Information to the Promoter. All entries become the property of the Promoter.

30. Except for any implied condition or warranty (including any applicable Consumer Guarantee) the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void ("**Non Excludable Condition**"), the Promoter excludes from these Terms and Conditions all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees, contractors and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss, damage, cost, expense, damage or claim suffered, sustained or incurred (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising either directly or indirectly out of or in connection with the Promotion or the Prize, including (without limitation) the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost altered, damaged or misdirected (whether or not after 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 implications; (f) the cancellation or postponement of an event which constitutes the prize; and/or (g) the Prize or use of the Prize

31. The Promoter is not responsible for lost, late, damaged, misdirected, incomplete or ineligible entries.

32. All Prize values are in Australian dollars. Promotional pictures may not represent the actual prize.

33. Any further enquiries should be directed to the Promoter.

34. The laws of the state of Victoria govern the Promotion.