

15 DAYS OF FESTIVE GIVEAWAYS CAMPAIGN (VIC AND NSW)
Terms and Conditions

1. General Entry

1.1 Information on how to enter the promotion described in **Item 1** of the Schedule (**Promotion**), conducted at the venue or venues described in **Item 2** of the Schedule (each, a **Participating Venue**), and the terms and conditions of the Promotion are set out below and in the Schedule (the **Terms and Conditions**).

1.2 The promoter's details are set out in **Item 3** of the Schedule (the **Promoter**).

1.3 Entry to the Promotion is open to participants who:

- (a) meet the Eligibility Criteria specified in **Item 4** of the Schedule;
- (b) are aged 18 years and over who have NOT been excluded (whether self-excluded or otherwise) or excluded from a Participating Venue;
- (c) are not directors, officers or employees of the Promoter and its related bodies corporate;
- (d) are not directors, officers and employees of contractors to the Promoter;
- (e) are not directors, officers or employees of the Participating Venue and its related bodies corporate; and
- (f) are not immediate family of (c) or (d),

(Eligible Participants).

For the purposes of these Terms and Conditions, the term "immediate family" means spouse (including de facto), parent, stepparent, grandparent, sibling, half sibling, child, stepchild and grandchild.

1.4 By entering and/or participating in the Promotion, each Eligible Participant agrees to comply with these Terms and Conditions.

1.5 Anyone who is not an Eligible Participant is not eligible to participate in the Promotion.

2. Term of Promotion

The Promotion commences and ends on the dates and times specified in **Item 5** of the Schedule (the **Promotion Period**).

3. How to Enter

3.1 To enter the Promotion, an Eligible Participant must, during the Promotion Period satisfy the entry requirements set out in **Item 6** of the Schedule.

3.2 Any Eligible Participant who complies with clause 3.1 is an **Eligible Entrant**.

4. Selection of Winner

One or more Eligible Entrants will be selected as the winner or winners of the Promotion, depending on the number of Prizes available to be won, using the process described in **Item 7** of the Schedule (**Winner**) at the address specified in **Item 7** of the Schedule on the time and date specified in **Item 8** of the Schedule (**Prize Draw**).

5. The Prize

5.1 The Prize

- (a) The Winner will receive the relevant prize described in **Item 9** of the Schedule (**Prize**). The total number of Prizes available to be won throughout the Promotion is specified in **Item 10** of the Schedule.
- (b) If the Prize is unavailable (the Promoter in its discretion), reserves the right to substitute the Prize with a prize of equal or greater value and/or type (subject to relevant State regulations).
- (c) The Winner must claim the Prize in accordance with **Item 11** of the Schedule.

5.2 Prize Specific Conditions

- (a) The Prize is subject to availability, must be taken as offered, cannot be transferred, or, in the case of non-cash prizes, cannot be exchanged for cash, and is subject to any prize specific conditions specified in **Item 12** of the Schedule.
- (b) If, for any reason whatsoever, the Winner does not claim the Prize (including if the Promoter is not able to successfully get in contact with the Winner after making all reasonable attempts to do so) by the date specified in **Item 11** of the Schedule, then the Prize will be deemed to have been forfeited by that Winner. In that instance, an Unclaimed Prize Draw will be conducted in accordance with clause 11.

6. Prize Winner Notification

The Promoter will endeavour to notify the Winner by phone and in writing, by email or mail, by the date specified in **Item 13** of the Schedule.

7. Delivery or claiming of Prize

The Promoter will deliver the Prize to the Winner or the Winner will claim the Prize within the timeframe and according to the method specified in **Item 14** of the Schedule.

8. Tax Issues

Any taxes which may be payable as a consequence of the Winner receiving the Prize are the sole responsibility of that Winner. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion and encourages each Winner to seek its own independent financial and tax advice.

9. Exclusion of Liability

- 9.1 While the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with clause 7, by entering into this Promotion, each Winner acknowledges that circumstances beyond the reasonable control of the Promoter may prevent the delivery of the Prize by that date, or at all, which include the failure by the Winner to notify the Promoter of any change of delivery address of the Prize (if applicable). In such circumstances, and where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed to by that Winner's negligence, fraud or misconduct, the Promoter may re-deliver the Prize to that Winner.
- 9.2 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 a 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 or Prize value to that stated in these Terms and Conditions;
 - (e) any tax implications;
 - (f) the cancellation or postponement of an event which constitutes a Prize; and/or
 - (g) a Prize or use of a Prize.
- 9.3 The Promoter is not responsible for any lost, stolen or damaged Prizes. 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) (**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 (if any).
- 9.4 Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

10. Use of Personal Information / Marketing

- 10.1 The Promoter will collect, use and disclose an Eligible 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 Eligible Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Eligible Entrant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Eligible Entrant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Eligible Entrant to participate in the Promotion.
- 10.2 By entering the Promotion, the Eligible Entrant consents to the Promoter:
- (a) collecting and using the Eligible Entrant's Personal Information in relation to the purposes referred to above; and
 - (b) where considered necessary by the Promoter, disclosing the Eligible Entrant's Personal Information to third parties including, but not limited to, the promoter's agents, affiliates and related bodies corporate, Prize suppliers or regulatory authorities and for any purpose to which the Eligible Entrant has previously consented including but not limited to future promotional, marketing and publicity purposes; and
 - (c) and a Venue using (or permitting authorised third parties to use) the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) and/or the Prize won by the Winner in the Promotion in any media, including but not limited to social 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.
- 10.3 If the Eligible Entrant opts in to receive marketing communications to the time of entering the Promotion, the Eligible Entrant authorises the Promoter, its agents, affiliates, related bodies corporate, other companies associated with this Promotion and business partners to send the Eligible Entrant future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- 10.4 Eligible Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

11. Unclaimed Prize Draw

- 11.1 If a Prize is not claimed by the Winner by the date specified in **Item 11** of the Schedule, an unclaimed prize draw will be conducted on the date and time specified in **Item 15** of the Schedule at the address specified in **Item 7** of the Schedule, subject to any written directions from any regulatory authority (**Unclaimed Prize Draw**).
- 11.2 The Unclaimed Prize Draw will be conducted in the following manner, with all Eligible Entrants (except for the Winner) eligible for the Unclaimed Prize Draw:

- (a) each Unclaimed Prize winner (**Supplementary Winner**) will be selected by random barrel draw
 - (b) The Promoter will endeavour to notify the winner of the Supplementary Winner by phone or email by the date specified in **Item 16** of the Schedule.
- 11.3 In the event that for any reason, the Supplementary Winner does not accept the Prize by the date specified in **Item 17** of the Schedule, then the Prize will be forfeited by the Supplementary Winner and there will not be any further unclaimed prize draws carried out by the Promoter, and no Prize will be awarded.

12. General Conditions

- 12.1 The Promoter, its employees, officers, agents, and its related bodies corporate are not responsible for and will not be liable for:
- (a) any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
 - (b) any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by a Prize or resulting from acceptance, possession, use, or misuse of a Prize, or from participation in the Promotion or downloading material from any website operated by the Promoter; or
 - (c) any printing or typographical errors in any materials associated with the Promotion.
- 12.2 The Promoter reserves the right, in its sole discretion, to:
- (a) cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention or other causes beyond the reasonable control of the Promoter;
 - (b) disqualify and refuse to award a Prize to any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion or otherwise brings the Promotion and/or the Promoter into disrepute (as determined by the Promoter);
 - (c) disqualify and refuse to award a Prize to any Eligible Participant who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions or breaches these Terms and Conditions;
 - (d) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and

- (e) request that the Winner or Supplementary Winner (as applicable) provides proof of age, identity or proof of residency at the nominated Prize delivery address.
- 12.3 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 any relevant regulatory body.
- 12.4 It is a condition of accepting a Prize that the Winner or Supplementary Winner (as applicable) may be required to 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.
- 12.5 Decisions of the management 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, subject to any regulator direction to the contrary, such decision will be final and binding.
- 12.6 In the event that the Winner or Supplementary Winner (as applicable) is identified as a minor, self-excluded patron, involuntarily excluded patron, any other person who is in breach of these Terms and Conditions or any person who has acted improperly to increase their chances of winning any Prize (the **Refused Winner**), the Promoter reserves the right to refuse to allow the Winner or Supplementary Winner (as applicable) to take part in, or receive, any or all aspects of a Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.
- 12.7 These Terms and Conditions are governed by and must be construed in accordance with the laws in force in the state or territory where the Participating Venue is located (**State**). The Promoter and each Eligible Participant submits to the exclusive jurisdiction of the courts of the State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions.

SCHEDULE

Item 1	Promotion	15 Days of Festive Giveaways	see clause 1.1
Item 2	Participating Venue	The participating venues listed at: max.com.au/promotions	see clause 1.1
Item 3	Promoter	The Promoter of the Promotion at each Participating Venue is: (a) In Victoria , Tabcorp Gaming Solutions (ACN 138 853 675); and (b) In New South Wales , Tabcorp Gaming Solutions (NSW) Pty Ltd (ACN 141 733 575), of Tower 2, Level 19, 727 Collins Street, Docklands, Victoria 3008, Ph. (03) 9868 2100.	see clause 1.2
Item 4	Eligibility Criteria	To be eligible to enter the Promotion, a person must: (a) be a member of the Participating Venue's loyalty program (Program); (b) visit the Participating Venue during the Promotion Period; and (c) comply with these Terms and Conditions.	see clause 1.3
Item 5	Promotion Period	Promotion Start: 12.01am on Thursday 24 November 2022 Promotion End: 7.59pm on Thursday 8 December 2022	see clause 2
Item 6	Entry Requirements	To enter the Promotion, an Eligible Participant must during the Promotion Period: (a) validly swipe their Program membership card in the Participating Venue either: i. in connection with any in-venue food and beverage transaction made by the Eligible Participant during the Promotion Period which earns Program loyalty points (excluding any transaction connected with playing a gaming machine or gambling); or ii. at the in-venue kiosk	see clause 3.1
		(a) In New South Wales and Victoria, there is a limit of: (b) 3 Qualifying Entries pursuant to (a)(i) above; and (c) 1 Qualifying Entry pursuant to (a)(ii) above, per Eligible Entrant per day throughout the Promotion Period.	

Item 7	Selection of Winner and location of Prize Draw	<p>Each day during the Promotion Period, a Winner will be selected from Eligible Entrants by a manual draw at the Participating Venue at the time and date set out in Item 8.</p> <p>Winners will win the prize relevant to that day as displayed on the prize stand within the Participating Venue to win a Prize. If the winner is not present at the Participating Venue at the time and date set out in Item 8, staff will notify the winner and advise them to collect.</p>	see clause 4
Item 8	Time and date of Prize Draw	<p>Winners will be drawn from Eligible Entrants at each Participating Venue, at 8pm on each day during the Promotion Period by a staff member selecting an entry from the entry box.</p> <p>A Major Prize Draw will be conducted by MAX on Friday 9 December 2022 where 50 winners will be drawn to win a \$100 Eftpos Gift Card.</p> <p>Total Major Prize Draw amount is \$5,000</p>	see clause 4
Item 9	Prize	<p>Each Participating Venue will offer the following prizes:</p> <ol style="list-style-type: none"> 1. \$10 Eftpos Gift Card Hamper Cost \$44 2. \$20 Eftpos Gift Card Hamper Cost \$54 3. \$30 Eftpos Gift Card Hamper Cost \$64 4. \$40 Eftpos Gift Card Hamper Cost \$74 5. \$50 Eftpos Gift Card Hamper Cost \$84 6. \$60 Eftpos Gift Card Hamper Cost \$94 7. \$70 Eftpos Gift Card Hamper Cost \$104 8. \$80 Eftpos Gift Card Hamper Cost \$114 9. \$90 Eftpos Gift Card Hamper Cost \$124 10. \$100 Eftpos Gift Card Hamper Cost \$185 11. Christmas Treats Hamper \$85 12. Google Mini Hamper Cost \$169 13. JBL Portable Bluetooth Speaker Hamper \$188 14. Breville Waffle Maker Hamper \$199 15. Heston Blumenthal CUBE Charcoal BBQ Hamper \$371 <p>Total value of the prizes is \$1953</p>	see clause 5.1(a)
Item 10	Total Number of Prizes	15 different prizes	see clause 5.1(a)

Item 11	Method and time frame for claiming a Prize	<p>The Prize will be available for the Winner to collect at the Participating Venue immediately after the relevant draw until 7.59pm on Thursday 9 March 2023 (3 months).</p> <p>If the Winner cannot be contacted or has not claimed the Prize on or before 7.59pm on Thursday 9 March 2023, the Winner will be deemed to have forfeited any entitlement to the Prize.</p>	See clause 5.1(c)
Item 12	Prize specific conditions	<p>(a) All costs associated with the Prize (not mentioned in the Prize inclusions), including but not limited to any taxes, insurance and any other ancillary costs are the responsibility of the Winner.</p> <p>(b) The Prize must be used in accordance with these Terms and Conditions and with the terms of conditions of the third party supplier.</p>	see clause 5.2(a)
Item 13	Notification of Winner	The Winner will be notified by the Promoter that they have won a Prize within 2 days of the Prize Draw.	see clause 6
Item 14	Timeframe and delivery method of Prize	All Prizes will be available for immediate collection at the Participating Venue.	see clause 7
Item 15	Date and time of Unclaimed Prize Draw	<p>Draw Date: Monday 13 March 2023.</p> <p>Prize Draw: Random draw from entry box</p> <p>Draw Time: At a time to be decided by the Participating Venue, in its absolute discretion</p>	see clause 11.1
Item 16	Notification of Supplementary Winner	The Supplementary Winner will be notified by the Promoter that they have won a Prize within 2 days of the Unclaimed Prize Draw.	see clause 11.2
Item 17	Acceptance date for Supplementary Winner	If the Supplementary Winner of a Prize cannot be contacted within 28 days after the draw, the Supplementary Winner will be deemed to have forfeited any entitlement to the Prize.	see clause 11.3