

## Condensed terms and conditions (must be displayed in all advertising):

See [www.maitlandcity.com.au](http://www.maitlandcity.com.au) for full terms. Open to NSW residents over the age of 18. One entry per Eligible Product Purchase, defined in full terms. Competition opens 22/07/19 at 09:00 AM and closes 13/10/19 at 06:45 PM. Three Contestants will be drawn on 13/10/19 for a chance to win the major prize on 13/10/19 at 07:30 PM at the Promoter's Premises. Each Contestant (in attendance) will then select one (1) envelope from a pool of one hundred (100) on 13/10/19 at 7:40 PM. There will be one envelope with a \$100,000 noted in it. The other envelopes will have \$1,000. The contents of the envelope picked by each of the Contestants will determine the prize the Contestant wins. Ten entries will be drawn to win the minor prize of \$500. The total prize pool valued at up to \$305,000 (incl. GST). Winners notified by email and published online at [www.maitlandcity.com.au](http://www.maitlandcity.com.au) from 15/10/19 for 28 days. The Promoter is Maitland City Bowls, Sports & Recreation Club Limited (ABN 64 000 912 005) of 14 Arthur Street, Rutherford, NSW 2320. Authorised Under: NSW Permit No. LTPS/19/36395.

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### CMC Mega Cash Giveaway Terms and Conditions of Entry

#### General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

#### Who can enter

3. Subject to the clauses below, entry is open to all residents of New South Wales who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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.
5. Members of the board of directors are eligible to join unless in breach of clause 4.
6. The Promoter is Maitland City Bowls, Sports & Recreation Club Limited (ABN 64 000 912 005) (the '**Promoter**'). The Promoter's address is 14 Arthur Street , Rutherford, NSW 2320.

#### How to enter

7. To enter Eligible Entrants must, during the Promotional Period (defined below): must be a financial member of the club and spend a minimum of \$ 10 within the club in any area.

Excluding function spend, TAB, Keno and motel spend. These tickets are placed into the Minor Prize Barrel.

8. Entrants can receive a bonus entry by swiping their membership cards at the swipe reward terminal. One entry per day can be given out this way.
9. Entrants must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

#### **Number of Entries permitted**

10. One entry per Eligible Product Purchase. All entrants must retain their original receipts, documents or tags to validate proof of purchase during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, to demonstrate that the entrant has complied with these Terms and Conditions. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and will not be able to claim a prize. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.

Entrants may have unlimited entries into the minor prize barrel. From this minor prize barrel entrants can only be drawn out five (5) times to enter the major prize barrel across the promotional period. Entrants may only be selected once to attempt to select an envelope.

#### **Open, Close, Draw and Publish dates**

11. The competition commences on **22/07/2019** at **09:00 AM** and closes **13/10/2019** at **06:45 PM** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
12. Three entries will be drawn from the Minor Prize Barrel on **28/7, 4/8, 11/8/, 18/8, 25/8, 1/9, 8/9, 15/9, 22/9, 29/9** and **6/10** between **7:00 PM – 7:20 PM** and placed into the Major Prize Barrel. Additional 15 entries will be drawn from the Minor Prize Barrel to go into the Major Prize Barrel on **13/10** between **7:00 PM-7:20 PM**.
13. The Contestants will be the first three valid entries drawn from the Major Prize Barrel at Promoter's Premises at 14 Arthur Street, Rutherford, NSW 2320 on **13/10/2019** at **07:30 PM**. Any tickets left in the Major Prize Barrel will be returned to the Minor Prize Barrel. The Promoter will ensure that all entries have an equal chance of winning a prize.
14. Entrants must be present at the draw. The Contestant's name will be announced by a public announcement system. Contestants have 4 minutes to present themselves, otherwise a new contestant will be drawn and announced. This will continue until all Contestants are found.

15. Each Contestant (in attendance) will then select one (1) envelope from a pool of one hundred (100) on **13/10/19** at **07:40 PM**. There will be one envelope with a \$100,000 noted in it. The other envelopes will have \$1,000. The contents of the envelope picked by each of the Contestant will determine the prize the Contestant wins. Each contestant will have a set of 100 envelopes.
16. Ten entries will be drawn from the Minor Prize Barrel to win \$500 after the major prize draw. The entrants must attend the draw and present themselves within 4 minutes, otherwise, a winner will be drawn.
17. The draw and the announcement of the prize winners will be scrutinised by an independent person.
18. The winners will be confirmed by email within two business days of the draw. Their names will also be published on **15/10/2019** at [www.maitlandcity.com.au](http://www.maitlandcity.com.au) for 28 days.
19. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the draw.
20. If the Major Prize is not won, the Major Prize will no longer be available or awarded.
21. The Promoter may conduct such further draws on **13/01/2020** (at 11:00 at Promoter's Premises at 14 Arthur Street, Rutherford, NSW 2320) as the original draw in order to distribute any Minor prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **20/01/2020** at [www.maitlandcity.com.au](http://www.maitlandcity.com.au) for 28 days.

**Prize on offer**

22. The total prize pool is valued at up to \$305,000 (Including GST), as at 30/07/2019.
23. The total number of competition winners in this competition is thirteen. The prizes on offer are:

Number of winners	Prize description	Value of each
3 Winners	Major Prize: \$100,000 or \$1000 if not won (1 in 100 chance)	\$100,000
10 Winners	Minor prize: \$500	\$500

24. For the cash prize, your name on your entry must be that of an eligible bank account to which a cheque can be cashed. The Promoter will take reasonable steps to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks.
25. If proposed prize money is greater than \$2,000 the prize winner must be paid the amount exceeding \$2,000 by a crossed cheque made out to the winner (or by EFT if the winner so requests). The full prize amount can be paid in this manner, if desired.

### **Further Terms and Conditions**

26. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
27. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
28. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
29. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
30. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
31. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
32. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their

associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

#### **Privacy Collection statement**

33. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at <http://www.maitlandcity.com.au/wp-content/uploads/2014/05/Privacy-Policy-PDF.pdf> . You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Maitland City Bowls, Sports & Recreation Club Limited (ABN 64 000 912 005) of 14 Arthur Street , Rutherford, NSW 2320.

#### **Copyright, Statutory guarantees, Waiver and liability**

34. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
35. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
36. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
37. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
38. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
39. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
40. 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, unauthorised 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) use of a prize.

**Competition permits**

41. Authorised under: NSW Permit No. LTPS/19/36395.