



TERMS AND CONDITIONS FOR THE PROMOTION:

Merry Christmas from your Club

PROMOTIONAL PERIOD AND PROMOTER

1. The promotional period for the Merry Christmas (the Promotion) commences at 9.00am EST 28th September 2023 and ends on 21st December 2023 at 7.30pm (Promotional Period).
2. The Promoter for the Promotion Mulgrave Country Club 469 Wellington Road, Mulgrave VIC 3170

ELIGIBILITY REQUIREMENTS

3. Entry into this Promotion is open to all members, visitors and guests of Mulgrave Country Club (excluding staff of the Mulgrave Country Club) as provided further in these Terms and Conditions. Mulgrave Country Club warrants that membership of the program does not require the entrant to agree to receive any gaming machine advertising.
4. To be eligible to participate in the Promotion, a person must be aged 18 years or over

ENTRY

6. All entries into the Promotion (including the prize draws contemplated in these Terms and Conditions) will be administered by the Promoter via the computer software used to deliver the Program.
7. An Entrant will automatically receive an entry when spending a minimum \$25 on food or beverage or swipe their card at the kiosk daily.
8. Subject to these Terms and Conditions, there is no limit to the number of entries per day.

PRIZES

9. Prize pool includes:
 1. TCL 75-inch TV \$2895.
 2. PS5 pack: PS5 console, Logitech wheel, PS5 wireless headset, Logitech driving shifter, Sony \$50 wallet top up \$1626.00.
 3. XBOX pack: Xbox console, Xbox wireless headset, Logitech wheel, Logitech driving shifter, 3-month game pass \$1522.95.
 4. Google Pixel 8 and Fitbit Versa 4 \$1376



5. Go Pro camera pack: Go Pro Hero 11, Go Pro 3-way grip, Go Pro enduro battery \$732.
6. Mini Drone \$599.
7. Apple iPad: \$549
8. Ziggy BBQ \$549
9. Nintendo pack: Nintendo Switch console, Carry case, 12-month access pass \$548.90.
10. Blue tooth party box \$499.
11. 45 x \$25 Venue Vouchers
12. Total Prize Pool: \$12,021.85

WEEKLY PRIZE DRAWS:

10. The Promoter will conduct weekly prize draws in accordance with these Terms and Conditions:
11. The promoter will draw 15 winners at 7.30pm every Tuesday night, each winner will receive an invitation to the major draw + a \$25 Venue voucher.
12. Draw dates:
1/ Tuesday 5th December 2/ Tuesday 12th December 3/ Tuesday 19th December

MAJOR DRAW:

13. The promoter will conduct Major Prize Draw from 7.30pm EST on Thursday 21st December at Mulgrave Country Club.
14. Weekly winners will be able to register and place their invitation into the barrel from 7.00pm on Thursday 21st December.
15. Weekly winners name will be checked against the winners register. If a weekly winner cannot attend the major draw, a proxy can be organised. The winner MUST contact Mulgrave Country Club less than 24 hours prior to the final draw and nominate the proxy.
16. A weekly winner cannot give away their invitation to another person, the winner MUST be present on the night unless a proxy is organised as per previous point.
17. The Promoter will randomly select ten (10) entries from the pool of qualified entries.



18. Each of the 10 entries will choose an envelope to reveal their prize.
19. If the Winner is not present or cannot be properly identified or deemed ineligible in accordance with these Terms and Conditions, that Winner will be deemed to have forfeited any entitlement to a prize and will not be eligible to participate further in the Promotion.
20. In the event a winner has forfeited their entitlements to a Prize and participation in the Contestant Draw, the Promoter will conduct a 'second chance draw' at the Promoter's office on 21st January 2024.

GENERAL

1. Details of the winner and their prize may be published www.mulgravecc.com.au from 22nd December for at least 28 days.
2. In the event of unclaimed prize draw being necessary, the winner of the unclaimed prize draw and their prize will be published from 22nd January 2024, www.mulgravecc.com.au for a period of at least 28 days.
3. Any entry in the Promotion which the Promoter determines in its reasonable opinion to be fraudulent, will be deemed invalid.
4. All prizes eligible to be won in this Promotion (hereafter, Prizes) must be taken as offered and cannot be varied. All Prizes are not transferable and all non-cash Prizes are not redeemable for cash. 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) (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 (if any).
5. Information on how to enter, and the Prizes themselves, form part of these Terms and Conditions. Participation in the Promotion by an Entrant (including acceptance of a Prize by an Entrant) confirms their acceptance of the Terms and Conditions governing the Promotion.



6. The Promoter reserves the right, at any time, to: (a) verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant whose entry is not in accordance with these Terms and Conditions or who tampers with any entry process; or (b) refuse to award the Major Prize if the Promoter reasonably suspects that an Event Contestant is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning any prize in this Promotion.
8. Identification considered suitable for any verification is at the discretion of the Promoter. A Prize Winner may be required to complete a statutory declaration to confirm their eligibility to accept a Prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. If for any reason a winner does not take the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will not be redeemable for cash.
10. 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 such decision will be final and binding.
11. Except as specified otherwise in these Terms and Conditions, if for any reason a winner does not redeem the prize or an element of the prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
12. By entering the Promotion, 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.
13. 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.

14. Printing and other quality control errors will not invalidate an otherwise valid prize claim.
15. 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; (g) a Prize or use of a Prize; and/or (h) attendance at or participation in the Event (if applicable).
16. As a condition of accepting a prize, a 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.
17. The Promoter will collect, use and disclose an 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.

18. All Prize values are in Australian dollars. Promotional pictures may not represent the actual prize.
19. Any further enquiries regarding the Promotion should be directed to the Promoter.
20. The laws of the State of Victoria govern the conduct of the Promotion.