

TERMS AND CONDITIONS OF ENTRY

Promotion Name: Everyday Delights

Promotion Start Date: Saturday February 1
Promotion End Date: Until further notice
PROMOTION SPECIFIC TERMS & CONDITIONS

- 1. By participating, claimants agree to be bound by these conditions. Claims must comply with these conditions to be valid. Information on how to claim form part of these terms and conditions.
- 2. Entry is only open to Australian residents aged over 18 years, as well as conditions in point 3 (three).
- 3. Kedron-Wavell Ltd. members that have a Kedron-Wavell member card number (member number from 1 599,999) will be eligible to earn entries into this promotion. Members who have a card from The Sands Social (member number 600,000 899,999) are not eligible to enter or win this promotion.
- 4. Members can change their preference of Venue (either Kedron-Wavell or The Sands Social) every 6 months. Please note that changing your preference will change your membership number. We cannot hold your member number for use at both venues.
- 5. Must be a KW member prior to the day of the draw. For draws on the 21st of January 2023, members must have joined on or before the 20th of January 2023.
- 6. Member must present a valid Kedron-Wavell members card (2022 card) and photo ID to claim the prize.
- 7. Kedron-Wavell and The Sands Social staff members, or family members living with staff cannot participate in the promotion.
- 8. Kedron-Wavell directors or family members living with Director cannot participate in the promotion.
- 9. The winner must be *in the Club at the* commencement of the draw and present for the draws to be eligible to win.
- 10. The draws will take place on the following dates.
 - Monday Sunday
- 11. The draws will take place on the following times on both dates.
 - 3pm
 - 4pm
 - 5pm
- 12. Members will earn one (1) entry with every \$5 turnover in a gaming machine after 1pm by playing with their card inserted. Entries will reset upon the completion of the final draw and start new on the following days draws.
- 13. The prizes is listed below.
 - \$100 Cash
- 14. The draws will take place via the Max Gaming Virtual Barrel Draw.
- 15. If a winner comes forward, please be patient as we need to validate the member before confirming the win. This may take up to ten minutes, if members leave straight away, they may miss the re-draw.
- 16. Those attending functions are not in the draw.
- 17. Winner's names will be announced at the above times and each will have three (3) minutes (additional time allowed when club is busy or member is frail) to claim their prize from the Kedron-Wavell staff member at the Gaming Room Cashier. Redraws will take place until all draws are claimed.
- 18. At the discretion of Management, the three (3) minute timeframe can be extended on the night for such reasons as high patronage and/or mobility of patrons presenting themselves to the prize drawer.
- 19. The promoter reserves the right to change the dates of the draws at any stage during the promotional period.



STANDARD TERMS AND CONDITIONS OF ENTRY

- 1. Information on how to enter and prizes form part of these Terms and Conditions and all terms and Conditions are at the Management's interpretation.
- 2. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 3. The winners must have suitable photo identification to prove identity.
- 4. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 5. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
- 6. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 7. The draw cannot be heard in all areas of the Club (eg DOSAs & Function Rooms). We encourage all members to be where they can hear or observe the draw.
- 8. The staff member announcing the draws may not always pronounce names correctly; so we recommend members ensure they know or can quickly check their membership number. We always get the number correct.
- 9. The promotional draw will be deemed invalid if there are any errors / mistakes made by the club that affect the integrity of the draw.
- 10. The Promoter's decision is final, and no correspondence will be entered into.
- 11. If for any reason a winner does not take 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. If the prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
- 13. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant.
- 14. As a condition of entering into this promotion, each entrant licenses the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes.
- 15. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
- 16. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant or determine an entrant/winner; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 18. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) 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 the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized 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 the prize.



- 19. As a condition of accepting the prize, the winner (and any companion/s, power of attorney or registered carer) must sign any legal documentation as and in the form required by the Promoter in its absolute discretion including but not limited to a legal release and indemnity form.
- 20. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
- 21. Management reserves the right to change the terms and conditions at any time, as they see fit.
- 22. The winner cannot be a Kedron-Wavell or The Sands Social staff member, or family members living with staff.
- 23. The winner cannot be a Director or a family member living with Director.
- 24. The winner cannot be an ex-staff member who has left working at Kedron-Wavell or The Sands Social no less than 6 months prior to the draw day.
- 25. The Promoter is Kedron-Wavell Ltd (ABN 76 860 492 483) 21 Kittyhawk Drive, Chermside Qld 4032.