



## JAMES SQUIRE MASTERCHEF COMPETITION

WEDNESDAY 12 JUNE – SUNDAY 7 JULY 2024

### TERMS & CONDITIONS

#### SCHEDULE

|                                    |  |
|------------------------------------|--|
| <b>Promoter:</b>                   | Burswood Nominees Limited (ABN 24 078 250 307) as trustee for The Burswood Property Trust trading as Crown Perth, Great Eastern Highway Burswood, Western Australia 6100   |
| <b>Entrants (who can enter?):</b>  | Western Australian residents aged eighteen (18) years or over who are not excluded or prohibited from entering the Promoter's property or any Crown property for any reason.<br><br>Entrants must be available to take the prize on Sunday 28 July 2024 from 12pm – 4pm.   |
| <b>Participating Venue(s):</b>     | Bistro Guillaume, Atrium, Epicurean, Silks, Lobby Lounge, TWR, Market & Co, Modo Mio, 88 Noodle Bar, Junction Grill and The Merrywell at Crown Perth   |
| <b>Competition Period:</b>         | 12:00pm Wednesday 12 June - 11:59pm Sunday 7 July 2024 with each day during the Competition Period being a Day.<br><br>All times recorded throughout these Terms & Conditions are in Australian Western Standard Time.   |
| <b>Website:</b>                    | <a href="http://crownperthpromotion.com.au/jamessquire">crownperthpromotion.com.au/jamessquire</a>   |
| <b>Entry Mechanic:</b>             | To enter the Promotion, during the Competition Period, Entrants must:<br><br>a) Purchase any one (1) James Squire Beer beverage;<br>b) Receive one (1) entry card with a unique code per Eligible Purchase from the Participating Venue; and<br>c) Scan the QR code on the entry card to visit the Website, fill out and submit the online entry form, including by providing the unique code on your entry card and all other requested information, to be entered into the Prize Draw. |
| <b>Maximum Entries per Entrant</b> | A maximum of two (2) entries per Entrant per Day.  |
| <b>Prize Draw(s):</b>              | There will be one winner determined in respect of this Promotion.<br><br>There will be one (1) draw conducted by DE Advertising and Design. The draw will be held at 10:30am on Monday, 8 July, 2024 at the offices of Adlab, 87 Kensington Road Norwood SA 5067. The first valid entry drawn randomly from the pool of valid entries received during the Competition Period will win a Prize (Winner).  |
| <b>Prize(s)</b>                    | There will be two (2) prize available in respect of this Competition.<br><br>The Prize Winner will receive a MasterChef ALUMNI Restaurant Experience for them and one (1) adult companion (valued at \$2,415), which includes the following:   |



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|                                  | <p>a) Two (2) tickets to the Masterchef ALUMNI Restaurant Experience at Crown Melbourne on Sunday 28 July</p> <p>b) Two economy flights from Perth to Melbourne</p> <p>c) Two nights accommodation at Crown Promenade Melbourne in a Standard Twin Room</p> <p>By accepting or participating in any prize, the Major Prize Winner's companion also accepts these Terms and Conditions.</p> <p>Details of the Major Prize (and how to redeem the Major Prize) will be emailed to the Major Prize Winners via the email address on their online entry form by the prize supplier.</p>   |
| <b>Total Prize Pool / Value:</b> | Total Prize Pool value \$4,830 AUD excluding GST.   |
| <b>Prize Conditions</b>          | <p>In addition to the General Terms &amp; Conditions, the following Prize Conditions apply in relation to the Prizes:</p> <ul style="list-style-type: none"><li>Entrants must keep their entry card as proof of purchase for all entries. If an Entrant does not produce the proof of entry for all entries when requested to, the Promoter may disqualify all of an Entrant's entries and the Entrant will lose any right to a prize. Proof of purchase must be identical to that provided by the Entrant with their entry. If the Promoter believes that an Entrant has shared their proof of purchase with another person, the entries of the Entrant and the person with whom they shared their proof of purchase with will be invalid and both Entrants will lose any right to a prize.</li></ul> <p><u>Redraw</u></p> <ul style="list-style-type: none"><li>In the event that a winner has not claimed their prize or, if after making reasonable attempts the Promoter has been unable to contact a winner by 1:00pm (AEST) five (5) business days after the Prize Draw, the relevant entry will be discarded and DE Advertising and Design will carry out an unclaimed prize re-draw at 1.15pm (AEST) at the location of the original draw to randomly distribute the relevant prize to a valid Entrant (Re-Draw Winner). The Re-Draw Winner will be informed by phone and in writing by email within five (5) days of the prize re-draw.</li></ul> |
| <b>How are winners notified?</b> | Winners will be notified in writing via phone and in writing to the email address on their online entry form by the Promoter within five (5) days of determination.   |

### GENERAL TERMS & CONDITIONS

These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule. Participation and eligibility to claim a Prize in this Competition are subject to agreement to these Terms and Conditions and the Schedule.



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- a) **Entries:** Your entry must be received during the Competition Period and will be deemed to be received when received by the Promoter. Any entry forms/entry cards/unique codes from any other Competition cannot be used for this Competition and are void if copied, forged, stolen or interfered with. The Promoter shall not be liable in any way if entries are unavailable as a result of technical malfunction or operator fault. Employees of the Crown Group of Companies, including Crown Resorts, Crown Perth, Crown Melbourne, Crown Sydney, Crown Aspinalls London and Betfair are not permitted to enter or participate in this Competition. Any spouse, partner, sibling, parent or child of an Executive team member of the Promoter are also not permitted to enter or participate in this Competition.
- b) **Prizes:**
- i) Prize values are correct as at the date of preparing these Terms and Conditions. The Promoter is not responsible for any change in prize value.
  - ii) Prizes are non-negotiable, not transferrable and non-cash Prizes are not redeemable for cash, or any other goods or services and must be taken as and when offered or will be forfeited. If forfeited, the Promoter will not be liable.
  - iii) Where a winner is not able to redeem a Prize (or part thereof) due to physical inability or incapacity, poor weather or any other circumstances beyond the Promoter or the prize provider's reasonable control, then that Prize (or part thereof) will be forfeited and is not redeemable for cash, or any other prize, goods or services.
  - iv) If a Prize is unavailable for any reason at the time of a Prize Draw, the Promoter will award the winner a similar Prize of equivalent value (as determined by the Promoter).
  - v) In the event that a Prize Draw cannot be conducted at the specified time due to unforeseen circumstances outside the Promoter's reasonable control, the affected Prize Draw will take place as soon as is practicable after the delay has been resolved.
  - vi) By accepting or participating in any prize, the Winner's companion (if applicable) also accepts these Terms and Conditions. Winners and their companions (if applicable) are responsible for all other unspecified costs related to the Prize, including any costs associated with ongoing use of the Prize.
  - vii) Prizes may be subject to additional Prize Conditions. Third party terms and conditions (such as those of the prize provider) may apply in relation to the receipt of the prize.
- c) **Tax:** The Promoter is not responsible for any tax implications arising from the Entrant winning a Prize.
- d) **Entrant Consent and Licence:** The Promoter reserves the right to, and the Entrant grants the Promoter the consent and licence to, use an Entrant's name, suburb, photograph, entry, image and likeness for the purpose of promoting and advertising Crown and the Crown Entertainment Complex.
- e) **Privacy Collection Statement:** The Promoter may collect, use and disclose entrants' personal information, including name and contact details, for purposes associated with the conduct of the Competition, sending emails to entrants regarding their entries into the Competition, publicising the results and Prize collection. Uses may also include future promotion, marketing, and publicity in accordance with the Promoter's Privacy Policy: <https://www.crownperth.com.au/general/privacy-policy> (Crown Perth), <https://www.crownmelbourne.com.au/general/privacy-policy> (Crown Melbourne), and <https://www.crownsydney.com.au/general/rules-policies/privacy-policy> (Crown Sydney). Unless otherwise advised by the entrant, by entering this Competition, each entrant consents to the retention and use of their information in this manner.
- f) **Consumer Rights:** Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights an Entrant may have under any statute, including the *Competition and Consumer Act 2010* (Cth) which may not be excluded, restricted or modified by agreement.



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- g) **Indemnity:** Subject to their Consumer Rights, each Entrant and any person partaking in any component of the Prize, releases and indemnifies the Promoter from any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Prize or Competition or participation in the Prize or Competition. The Promoter (including its employees, agents and contractors) has no liability to any person for injury (including illness or death), loss or damage whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained in connection with this Competition, the promotion of this Competition, or the awarding, condition, use or misuse of any Prize, except for any liability which cannot be excluded by law (in which case, that liability is limited to the greatest extent allowed by law). This clause does not apply to the extent that the Promoter's liability (if any) arises from an act or omission of the Promoter in respect of its supply of services and/or goods to the Winners in the ordinary course of the Promoter's business.
- h) **Limitation of Liability:** To the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction or human error. The Promoter's responsibility for the provision of Prizes is limited to the prizes as described in these Terms and Conditions, the Promoter accepts no further liability or commitment beyond those stated and is not liable for any failure of the Promoter's agents or contractors to supply the Prizes as stated. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated. The Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to any acts which are not reasonably within its control, including as a result of any technical malfunction.
- i) **Social media platforms:** This Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.
- j) **Third party brands:** Third party brands named in connection with this Competition (including in Prizes) are not affiliated with or sponsors of this Competition, unless otherwise stated.
- k) **Alterations of Terms and Conditions:** The Promoter reserves the right to cancel, terminate, modify, or suspend the Competition or amend these terms and conditions, subject to any directions from a regulatory authority. The Promoter will update these Terms and Conditions as soon as is practicable if this occurs.
- l) **Disqualification:** If a person has been disqualified from any prior promotion, competition or offer for any reason by the Promoter, they are not permitted to enter or participate in this Competition. Any failure to comply with these Terms and Conditions may result in the disqualification of any Entrant. Disqualification will be at the Promoter's sole discretion.
- m) **Disputes:** In the event that there is a dispute concerning the conduct of the Competition or claiming a prize, the Promoter will resolve the dispute in direct consultation with the Entrant. The Promoter's decision in connection with any aspect of this Competition will be binding and final on every Entrant.
- n) **Excluded entrants:** This Competition is not open to Entrants or other persons excluded from the casino pursuant to the provisions of the *Casino Control Act 1991 (Vic)*, *Casino Control Act 1992 (NSW)*, or *Casino Control Act 1984 (WA)* or who are otherwise prohibited from entering any Crown property including Crown Melbourne, Crown Perth or Crown Sydney, for any reason, including persons who become prohibited before or after a draw (up to the time of receipt or collection of a Prize by an Entrant).
- o) **Responsible Gaming:** The Promoter practises and promotes Responsible Gaming (RG). The RG Helpline is 1800 858 858 and the website is [www.gamblinghelponline.org.au](http://www.gamblinghelponline.org.au).



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