

## TERMS AND CONDITIONS

### PROMOTION

Win a Mazda 2 Neo

### PROMOTER

1. The “**Promoter**” is Supreme Waterloo Pty Ltd, trading as the Waterloo Cup Hotel of 252 Maribyrnong Road, Moonee Ponds 3039 (“**Venue**”) ABN: 69 162 814 557

### PROMOTIONAL PERIOD

2. The **Win a Mazda2 Neo** Promotion (the “**Promotion**”) will commence at 08:00am on Wednesday 11<sup>th</sup> May 2016 and closes on Wednesday 20<sup>th</sup> July 2016 (the “**Promotional Period**”).

### ELIGIBILITY

3. Entry into this Promotion is open to all patrons of the Waterloo Cup Hotel as provided further in these Terms and Conditions. The Promoter warrants that participation in the Promotion does not require the entrant to agree to receive any gaming machine advertising (as defined in section 5.7.5(3) of the *Gambling Regulation Act 2003* (Vic) (the **GRA**)).
4. In order to participate in the Promotion, persons must be over 18 years of age, an Australian resident, and not be currently excluded (whether self-excluded or otherwise) from the Venue or any part of the venue in which the Promotion is taking place.

### ENTRY REQUIREMENT

5. The playing of a gaming machine or participating in a loyalty scheme that requires either expenditure on gaming machines, or agreement to receive gaming machine advertising, does not enable you to enter or participate in this promotion (“Qualifying Transaction”). Copied entries will not be accepted.
6. All entries into the Promotion will be administered by the Promoter.
7. An Entrant will automatically be entered into the Promotion when their Program membership card is validly swiped at the Venue in connection with any qualifying in-Venue transaction made by the Entrant during the Promotional Period (**Qualifying Transaction**). Any in-venue transaction connected with playing a gaming machine does not constitute a valid or qualifying entry.
8. Entries can be earned by taking part in venue events & offers within (the “**Promotional Period**”)
  - Purchase the special of the month in the bistro
  - Swipe Members Card
  - Spend \$20 anywhere in the venue
  - Join the Membership Program
  - Purchase any eligible item/product in the bistro or bar (that is advertised in the Venue as a purchase eligible to receive an Entry Ticket).
9. Each Qualifying Transaction is eligible for one entry into the Venue’s prize draw that applies to the Venue administering the Programs relevant to the particular Entrant
10. Subject to these Terms and Conditions, there is a limit to the number of Qualifying Entries allowed per entrant. A limit of one entry per day is limited via the venue kiosk (where applicable and a limit of six entries per day via the venue point-of-sale.

### PRIZES

11. There are 100 First Round Prizes, 1 Major Prize and 19 Runner-Up Prizes to be won.
12. The 100 First Round Prize Winners will each receive an invitation to enter into the Major Prize Draw, to be held at the Venue on Wednesday 27<sup>th</sup> July 2016 from 07:00pm.
13. The Major Prize is a 2016 Mazda 2 Neo, Manual Hatch with a total recommended retail value of \$16,990 each (“**Major Prize**”). This includes all on road cost registration, compulsory third party insurance & stamp duty.
14. The 19 Runner Up participants will each receive one \$100 Venue Voucher valid at the specified Venue.
15. The Prizes will be subject to **Win a Mazda2 Neo** terms and conditions as advertised at

16. The Major Prize may be re-sold to Max Kirwan Mazda Bell Street, Preston,3072
17. At the conclusion of the Major Prize Draw, the Major Prize Winner will receive a certificate. The certificate entitles the Prize Winner to collect their prize from the dealer, Max Kirwan Mazda Bell Street, Preston, 3072. The Major Prize Winner must present their certificate and photo identification to collect their Prize. It is not the responsibility of the Promoter to deliver the Prize to the Prize Winner and the 28 day validity period will commence from the date of the Prize Draw.

## PRIZE DRAWS

### First Round Prize Draws

18. There will be 10 first round draws each week, drawn every Wednesday and Friday night within (the “**Promotional Period**”). 10 entrants will be drawn to receive an Invite to our Win a Mazda2 Neo Event. A limit of 3 entries permitted in the final prize draw event per person. (**First Round Prize draw**)
19. First Round Prize Draw Dates

Week	Draw Date	Draw Qty	Draw Time	Prize	Price Total
1	18/05/2016 20/05/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
2	25/05/2016 27/05/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
3	01/06/2016 03/06/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
4	08/06/2016 10/06/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
5	15/06/2016 17/06/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
6	22/06/2016 24/06/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
7	29/06/2016 01/07/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
8	06/07/2016 08/07/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016..	\$0.00
9	13/07/2016 15/07/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
10	20/07/2016 22/07/2016	5 5	07:00pm – 09:00pm	1 x Invitation into the Major Prize Draw, to be held on 27/07/2016.	\$0.00
		100			\$0.00

20. The First Round Winners will be published on the Venue website.
21. If a drawn First Round Winner cannot attend the Major Prize Game, the First Round Winner may appoint a proxy over 18 years of age to play the Major Prize Game on his/her behalf provided the First Round Winner gives the Promoter written, signed notice to that effect before the start of the Major Prize Game.
22. A supplementary first round prize draw may take place if:
- If a First Round Prize Winner is not present at the draw, and cannot be contacted within 7 days, despite the Promoter’s best efforts
  - A First Round Prize Winner rejects the invite to the Major Prize Draw and chooses not to appoint a proxy.

In any of these cases, the entry will be deemed to be invalid, and an additional entrant will be drawn by the Venue Manager to replace the excluded entry.

### **Major Prize Draw & Runner-Up Prizes**

23. The Major Prize Draw Event will be conducted at the Waterloo Cup Hotel from 07:00pm on Wednesday 27<sup>th</sup> July 2016. In order to determine the Major Prize Winner, the 100 first round entrants' names will be placed in the Barrel. Then 20 names will be drawn from the Barrel and will then each choose a key in the order they were drawn.
24. There will be twenty 20 keys at the start of the Major Prize Game. One (1) key will successfully unlock the car on display. The other nineteen (19) keys will not be able to unlock the car. The participant who holds the correct key that unlocks the car will be determined the winner of the Major Prize ("**Major Prize Winner**").
25. The First Round Winner/proxy/representative ("Attendee") at the Venue must choose only one (1) key from the total keys without touching, handling or interfering in any way with any of the other keys. Each Attendee will choose a key in the order in which the First Round Winner (to which they are playing on behalf of) was drawn in the First Round Draws. If an Attendee is more than one of the First Round Winners, they will pick one (1) key per position, still in order that they were drawn out at the 20 First Round Draws. If an Attendee is found to have breached this condition, he/she will be disqualified. If an Attendee selects the key, which successfully unlocks the car on display, then, subject to verification by the judges, the drawn First Round Winner will win the Major Prize. If an Attendee selects a key, which does not unlock the car on display, then the First Round Winner will not win the Major Prize.
26. The remaining 19 Runners-Up will each receive a \$100 Venue Voucher valid only at the specified Venue.
27. If an Attendee picked the key which successfully unlocked the car on behalf of a First Round Winner and that successful First Round Winner is not contactable (despite the Promoter's reasonable efforts) by 12:00pm (AEDT) Wednesday 3<sup>rd</sup> August 2016, then a Second Chance Game will be conducted at 07:00pm on Wednesday 10<sup>th</sup> August 2016 at the Venue by inviting back the First Round Winners. The same process as the Major Prize draw will occur, except with nineteen (19) keys available.
28. The Prize Winner's details will be published on the venue website from the next business day after confirmation with the prize winner of their win, for a period of at least 28 days after their respective prize win dates.
29. If the Promoter reasonably suspects that the Prize Winner is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning the Prize, the Promoter reserves the right to refuse to award the Prize to the Prize Winner and conduct a re-draw.

### **GENERAL**

30. The total possible prize pool is \$18,890.
31. The Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in the Prize value. The Prize is not transferable or redeemable for cash within the venue. The Promoter is not responsible for any lost, stolen or damaged Prize. 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.
32. The Promoter will not be responsible or liable if for any reason beyond their reasonable control, the Prize (or part of any Prize) is unavailable. The Promoter, in its discretion, reserves the right to substitute the Prize (or part of the Prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to the Consumer Guarantees and to any written directions from a regulatory authority.
33. Information on how to enter, and the Prize itself, form part of these Terms and Conditions. Participation in the Promotion by an Entrant (and acceptance of a Prize by the Prize Winner) confirms their acceptance of the Terms and Conditions governing the Promotion.
34. Directors, management and employees of the Promoter and their immediate families are not eligible to participate in this Promotion. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption).
35. The Promoter reserves the right to request the Prize Winner provide proof of age and identity prior to awarding the Prize. Identification considered suitable for verification is at the discretion of the Promoter. The Prize Winner may be required to complete a statutory declaration to confirm their eligibility to accept the Prize.
36. If, 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 the Victorian Commission for Gambling and Liquor Regulation.

37. Decisions of the venue management or 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.
38. 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.
39. The Promoter will collect, use and disclose the 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. All entries become the property of the Promoter.
40. 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; and/or (g) the Prize or use of the Prize
41. The Promoter is not responsible for lost, late, damaged, misdirected, incomplete or ineligible entries.
42. All Prize values are in Australian dollars. Promotional pictures may not represent the actual prize.
43. Any further enquiries should be directed to the Promoter.
44. The laws of the state of Victoria govern the Promotion.