

Australian Venue Co

**GAMING PROMOTION TERMS AND CONDITIONS**

**Schedule to Conditions of Entry**

<b>Promotion name</b>	Santa's Cash Splash
<b>Promoter</b>	Queensland Venue Co ABN 57 079 861 626 Address: Level 3, 616 St Kilda Road, Melbourne 3004 Phone: 1800 836 837
<b>Participating venues</b>	Koala Tavern
<b>Eligible States/ Territories/ Countries</b>	Queensland
<b>Promotion Period</b>	10:00AM (AEST) 1 December 2024 to 6:30PM (AEDT) 14 December 2024
<b>Eligible entrants</b>	Australian residents who are aged 18 years or older. Directors, management and employees of the Promoter and their immediate family are not permitted to enter. Excluded or Banned patrons are not permitted to enter the gaming area of any venue or participate in any promotion. Entries from banned or excluded persons will be disqualified and forfeited.
<b>The Prize</b>	Christmas Cash
<b>Total prize value</b>	\$2,000
<b>Total number of prizes</b>	6
<b>Method of entry</b>	To enter the promotion, eligible entrants must be playing an Electronic Gaming Machine (EGM). During the Promotion Period, patrons who win \$100 or more in one transaction on a EGM receive an entry ticket. The tickets will be automatically generated by Max Bonus system (the Promoters 3 <sup>rd</sup> party EGM (Electronic Gaming Machines) manager). A team member will take the ticket to the customer at the EGM for the customer to fill out their full name, as per their Photo ID and place it in the entry barrel located in the Gaming Room. Customer ID to be checked to ensure the name on the ID matches the name on the entry ticket.
<b>Maximum number of entries</b>	Unlimited
<b>Prize draw details</b>	The winner of the Prizes will be determined by a random draw from the entries received during the Promotion Period from the entry barrel. Draws will only be conducted by Team Members. There will be 6 draws conducted on the final day of the Promotion Period.  Prize draw details: <b>Saturday 14 December 2024</b> 2pm \$100

	<p>3pm \$200 4pm \$300 5pm \$400 6pm \$500 6:30pm \$500</p> <p>If the winner does not present to the team member within 2 minutes of the Promoter verbally announcing the Prize winner at the Participating Venue, then at the Promoters absolute discretion, that Prize will be forfeited, and the next valid entry drawn will win the Prize.</p> <p>IDs and the exclusion register will be checked before redeeming Prizes.</p>
<b>Notification of winners</b>	<p>Winners will be verbally notified at the Participating Venue at the time of the draw as identified in the Prize draw details.</p> <p>If the winners are not present within 2 minutes of the Promoter verbally announcing the Prize winner at the Participating Venue then at the Promoters absolute discretion, that prize will be forfeited, and the next valid entry drawn will win the prize.</p> <p>The winner will be announced in the Gaming room.</p> <p>The Promoter's personnel won't be able to walk the entire venue to make that announcement.</p> <p>The Promoter has no liability to anybody who is hearing impaired or otherwise disabled, unless the Eligible Entrant has made the Promoter aware of such in writing.</p>
<b>Public announcement of winners</b>	Names and likenesses of Promotion winner(s) may be used for promotional purposes without further compensation to any relevant party.
<b>Claiming the Prize</b>	Prizes must be claimed on the day of the draw.
<b>Unclaimed prizes</b>	Unclaimed prizes will be forfeited and may be used at the discretion of the venue.
<b>Prize award date</b>	The Prize will be awarded/paid to the winner on the day of the draw.
<b>Permit reference</b>	n/a
<b>Collection of information</b>	The Promoter's privacy policy applies to the collection of entrants' personal information: <a href="https://www.ausvenueco.com.au/privacy-policy/">https://www.ausvenueco.com.au/privacy-policy/</a>

### Conditions of Entry

1. These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule above. By entering the Promotion, each entrant accepts and agrees to be bound by these Terms and Conditions. Where there is an inconsistency between the Schedule and the Conditions described below, the Schedule will prevail.

### Entering the Promotion

2. This is a game of chance and skill plays no part. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address, or any other information relevant to an entrant's participation in the Promotion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.

3. The Promoter reserves the right to disqualify any entrant who provides false information, fails to provide information that is reasonably requested by the Promoter or fails to respond within a reasonable time to any reasonable request for information.
4. Any information entrants provide will be collected and used by the Promoter for the purpose of conducting this Promotion. If any information requested by the Promoter is not provided, the entrant may not participate in the Promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access, update or correct the personal information the Promoter holds about them by contacting the Promoter at the address stated above.
5. The Promoter encourages and practices the responsible service of alcohol and responsible gaming practices, at all times. In addition, the Promoter takes its obligations and responsibilities under Liquor, Gaming and other relevant Regulations and Acts very seriously.
6. All entries considered not genuine, incomplete, inappropriate or offensive by the Promoter for any reason will be disqualified.

#### **Prizes**

7. Each Prize is not transferable, or exchangeable.
8. If a Prize is not available for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value.
9. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.

#### **General**

10. The Promoter accepts no responsibility for any costs incurred by Participants in entering the Promotion. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to the acceptance of the Prize.
11. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failures, computer virus, bugs or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to State and Territory law.
12. The winners (and their companions) must, at the Promoter's request, participate in all reasonable promotional activity (such as photographs and publicity) surrounding the winning of any Prize, free of charge. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage, photographs and publicity 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.
13. The Promoter accepts no responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including but not limited to, any injury or damage to participants or any other person's computer related to or resulting from participation in this Promotion.
14. The Promoter accepts no responsibility for entries not received, for whatever reason, including but not limited to late, lost, misdirected entries or otherwise disqualified entries. The Promoter is not responsible for inaccurate details supplied by the entrant.
15. Subject to applicable law, the Prize winner will not directly or indirectly make, or cause to be made, derogatory or disparaging communication about the Prize of the Promoter.
16. The Promoter does not accept any responsibility for any infringement of any third-party rights caused by entrants entering this Promotion, sole liability rests with the entrant.
17. You agree to be bound by the decisions of the Promoter, which are final in all matters relating to the Promotion, subject to State and Territory legislation. No correspondence will be entered into in respect of the Promoter's decisions.
18. The Promotion and these Promotion Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
19. Subject to statutory restrictions, the Promoter may amend these Promotion Terms and Conditions at its sole discretion.
20. 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. The Promoter has sole discretion to determine if this clause has been breached by any entrant.
21. If for any reason any aspect of this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, subject to State and Territory

law. In the event where the Promoter is unable to provide the Promotion, in whole or in part due to coronavirus (COVID-19) related restrictions or associated health and safety risks, the Promoter will have no liability for any failure to provide the Promotion.

### Liability

22. 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').
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, you agree to release, and the Promoter excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of a person entering the Promotion or taking a Prize.

### Gaming

24. The Entrants warrants that they are not excluded from gaming or gambling in any venue in any state or territory throughout Australia.
25. Non-winner Eligible Entrants cannot claim a Prize on behalf of a winning Eligible Entrant.
26. Advertising agencies shall be ineligible to participate in the Promotion and shall be ineligible for any Prize covered herein. No Prizes will be paid to promotion contestants in violation of this provision.

### Gaming Responsibly

27. Gambling is fun as long as it is responsible, and you are in control.
28. The Promoters Responsible Gaming measures are located at: <https://www.ausvenueco.com.au/responsible-service-of-gaming-policy-2/>
29. Only you can decide how much time and money you want to spend on gambling. You should spend only what you can afford to lose. Take a break from your gaming machine from time to time.
30. Gaming machines and games are products of chance and randomness and there is no guarantee that you will achieve the winning outcomes any of the time.
31. While gaming machines are programmed by the government to return between 85—92 per cent to the player, the player return rate is not an outcome of a single game but an average of many games on that machine over a period of time.
32. You cannot 'confuse' or 'trick' gaming machines to produce winning outcomes by playing at certain times of the day, touching the machine in a certain way, changing the speed of play or changing bet levels.
33. Always gamble responsibly. Gambling Helpline 1800 858 858 or visit [www.gamblinghelponline.org.au](http://www.gamblinghelponline.org.au).
34. Useful Links  
<http://www.gamblinghelponline.org.au/>  
<https://ubet.com/gamble-responsibly>  
<https://keno.com.au/responsible-gambling>  
<https://www.gamblinghelponline.org.au/accessing-support/online-self-exclusion/>  
<https://www.gamblinghelponline.org.au/accessing-support/non-english-speakers/>
35. Self-exclusion is a program that enables a person to ban themselves from gaming venues and/or internet gambling. For anyone feeling that their gambling is becoming a problem it can provide a concrete tool to help keep safe. There is no charge for self-exclusion.

### Complaints

36. The Promoter will manage gambling related complaints in accordance with the procedures as outlined below;
  - a. Team members are to refer gambling-related complaints to the Manager.
  - b. The Manager will make contact with the patron and identify and define the nature and cause of the complaint, including giving assurance on confidentiality and privacy as per the Promoter's policies.
  - c. The Manager will determine whether the complaint can be resolved immediately or should be referred to a higher level.
  - d. If the complaint can be resolved immediately, the Manager will take necessary steps to resolve the complaint on the spot.
  - e. If the complaint is to be referred to a higher level, the Manager will then inform the patron of the timeframe involved in communicating and getting a response on to compliant from the higher level.
  - f. The Manager will communicate the proposed solution to the patron, including the basis (legislation, policies etc.) on which the solution was framed.

- g. If the patron is not satisfied with the outcome, the Manager will pass the matter over the Promoter's legal department who can be contacted at [Legal@ausvenueco.com.au](mailto:Legal@ausvenueco.com.au).
- h. The Manager will record details of the complaint and action taken in a Gambling – Related Incident Report.