

**TERMS AND CONDITIONS FOR THE MINERDOME SPORTS CLUB
“WIN A \$4000 TRAVEL VOUCHER” PROMOTION**

PROMOTIONAL PERIOD AND PROMOTER

1. The promotional period for the “Win a \$4000 Travel Voucher” promotion (the **Promotion**) commences at 9am AEDT on Monday 28th December 2016 and ends at 7.15pm AEDT on Friday 17th February 2017 (**Promotional Period**).
2. The Promote for the Promotion are Ballarat Basketball Association Inc (ABN 82 418 092 957) of 994 Grevillea Road, Wendouree, Victoria 3355. (the **Promoter**),

ELIGIBILITY REQUIREMENTS

3. Entry into this Promotion is open to certain members of the Diamond Rewards & Player Rewards Loyalty Program (**Program**) as provided further in these Terms and Conditions. The Promoter warrants that membership of the Program 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 2001* (Vic) (the **GRA**)).
4. In order to be eligible to participate in the Promotion, a person must be aged 18 years or over and must be a member of the Program (**Entrant**).
5. The Terms and Conditions of entry will be available during the Promotional Period from the venues’ website www.minerdomesportsclub.com.au

ENTRY

6. All entries into the Promotion -will be administered by the Promote via the computer software used to deliver the Program.
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 in-Venue transaction made by the Entrant during the Promotional Period which earns Program loyalty points (**Qualifying Transaction**). Any in-venue transaction connected with playing a gaming machine does not constitute a valid or qualifying entry.
8. Each Qualifying Transaction is eligible for one entry into the Venue prize draw that applies to the Venue administering the Program relevant to the particular Entrant (**Qualifying Entry**).
9. 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, and a limit of six entries per day via the venue point-of-sale & a limit of three entries per day from Player Rewards

PRIZES

10. Every Friday from 6/1/17 to 17/2/17 @ 8pm AEDT there will be 5 winning entries drawn. Each winner will be given an "entry ticket" to the Final Draw. If present they will receive a special prize extra. Venue. Thirty-five (35) Prize winners will be eligible for the final draw, in accordance with these Terms and Conditions, from which a winning Entrant will be drawn for the \$4000 travel voucher..
11. The major prize (**Major Prize**) will be drawn from the 35 winning entrants or at the discretion of the promoter, any nominated person(s).
12. The maximum possible total prize value of the major prize is \$4,000.00 which has been nominated by the promoter(s) in accordance with these Terms and Conditions.

PRIZE DRAWS

The Venue will conduct a 7 draws for 5 winners each Friday from 6/1/17 to 17/2/17, in accordance with these Terms and Conditions.

A. Weekly Prize draws

13. The weekly Prize draws will be conducted at the Venue at 8pm AEDT every Friday from 6th January 2017 to Friday 17th February 2017.
14. Each week the Venue will randomly select five valid Qualifying Entry from the pool of Qualifying Entries (**Venue Prize Draw**). Each Entrant who corresponds with a valid Qualifying Entry randomly selected by the Promoter(s) in respect of a participating Venue will be one of five **Weekly Winners** for the purposes of these Terms and Conditions. The maximum possible number of Winners is therefore 7 weekly draws of 5 winners, being 35 winners.
15. The Promoter will contact each Venue Winner by telephone and/or mail within one (1) business day of the Prize Draw, to notify them of their selection and inform them of the prize they are eligible to win. Contact will be made using the contact details recorded in the Venue Winner's Program membership details.
16. If a Venue Winner cannot be contacted before 5pm AEDT on the following Friday following reasonable attempts by the Promoter(s), or if a Winner is not properly identified or eligible in accordance with these Terms and Conditions or if a Winner has acted improperly to increase their chances of winning any prize in this Promotion, that Venue Winner will be deemed to have forfeited any entitlement to a prize and will not be eligible to participate further in the Promotion.

Second Venue Draw:

17. In the event a Venue Winner has forfeited their entitlements to a Venue Prize the Venue will conduct a 'second chance draw' at their Venue on Monday 20th February 2017 at 10am AEDT or as soon as possible thereafter (**Second Venue Draw**).

18. The Promoter will contact the winner(s) of any Second Venue Draw (**Second Venue Winner**) by telephone and/or mail within one (1) business day of the relevant Second Venue Draw, to notify them of their win and arrange collection of their prize. Contact will be made using the contact details recorded in the Second Venue Winner's Program membership details.
19. If a Second Venue Winner can be contacted, then the Second Venue Winner will be substituted as the Venue Winner for the relevant Venue for the purposes of these Terms and Conditions.
20. If a Second Venue Winner cannot be contacted before 5pm AEDT on Tuesday 21st February 2017 following reasonable attempts by the Promoter(s), or if a Second Venue Winner is not properly identified or eligible in accordance with these Terms and Conditions, that Second Venue Winner will be deemed to have forfeited any entitlement to a prize and will not be eligible to participate further in the Promotion. For the avoidance of doubt, in these circumstances, the Venue and the Promoter will not conduct any 'third chance draw' in respect of a Venue Prize, and that Venue Prize and the value of that Venue Prize and any entries into the major prize draw will be forfeited.
21. Venue Prizes will be provided at the promoter(s) expense and in the manner arranged between the Promoter and the venue.

B. Major Prize draws

The venue will conduct the major prize draw between 5.30pm and 8.00 pm AEDT on Wednesday 22nd February 2017

GENERAL

22. Details of the winner and their respective prizes will be published at www.minerdomesportsclub.com.au, from the next business day after confirmation with the prize winner of their win, for a period of at least 28 days after their prize win date.
23. Any entry in the Promotion which the Promoter determines in its reasonable opinion to be fraudulent will be deemed invalid.
24. Directors, management personnel and employees of the Promoter or any of the Tabcorp group of companies or any Venue or any agencies associated with the Promotion, and all members of their respective immediate families, are ineligible to enter in the Promotion. For the purposes of these Terms and Conditions, "immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
25. 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).

26. 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.
27. 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 Prize 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 any prize in this Promotion.
28. 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(s) to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. 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.
30. 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(s), then the prize or that element of the prize will be forfeited.
31. 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.
32. 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.
33. 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.

34. Printing and other quality control errors will not invalidate an otherwise valid Prize claim.
35. 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 a 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 a Prize; and/or (g) a Prize or use of a Prize.
36. 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.
37. 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.

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