

PLG - Sip on Schweppes Giveaway

TERMS AND CONDITIONS

General

1. Rules on how to enter form part of the terms and conditions of the Promotion.
2. By entering into the PLG- Sip on Schweppes Giveaway (the **Promotion**), you acknowledge that you have read, understood and agree to the Promotion terms and conditions.
3. The promoter of the Promotion is Melbourne Racing Club F&B Limited trading as Pegasus Leisure Group of Gate 22, Station Street, Caulfield East VIC 3145 ABN 60 605 607 001 (the **Promoter**).
4. The Promotion is available in the following PLG venues: Caulfield Glasshouse, Golden Fleece Hotel, Highways, Steeples, Stoneys, The Sugar Gum Hotel, The Brook, The Club, The Coach, The Cove Hotel and The Grand Hotel (**Venues**).

Eligibility

5. Entry in the Promotion is only open to residents of Australia excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including the prize supplier);
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(a) of these terms and conditions (including natural and non-natural relations (in the opinion of the Promoter));
 - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter;
 - (d) persons who have been evicted from a Pegasus Leisure Venue; and
 - (e) any other persons deemed ineligible by the Promoter.
6. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

Entry Mechanic

7. The Promotion is open from Saturday 19 June 2021 until Saturday 10 July 2021 (the **Entry Period**).
8. In order to gain entry into the Promotion (an **Entry**), an Eligible Entrant must
 - a. purchase any Schweppes product including, bottles of soft drink, juices or water mixes (but excluding postmix or other product mixed with alcohol) at any participating Venue; and
 - b. complete the associated entry form in Venue.
9. Individuals can submit multiple Entries and multiple Venues by receiving one Entry for each Schweppes product purchase (not including postmix or other product mixed with alcohol).
10. The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including but not limited to entrant identity and location) and disqualify any entrant who is not an Eligible Entrant or who submits an Entry that is not in accordance with these terms and conditions.

Prize and Prize Draw

11. The Prizes are as follows:
 - a. Major Prize:
 - First Prize: \$10,000 worth of Coles Group & Myer Gift Cards

- Second Prize: \$5,000 worth of Coles Group & Myer Gift Cards
 - Third Prize: \$3,000 worth of Coles Group & Myer Gift Cards
 - b. Minor Prize: One prize per Venue: 11 x \$1,000 Coles Group & Myer Gift Card
12. The total value of the Prizes is \$29,000 (incl GST).
 13. On Sunday 11 July 2021, each participating Pegasus Leisure Group Venue will draw out their Minor Prize winner.
 14. All remaining Entries shall be eligible for the Major Prize Draw.
 15. The Major Prize Draw will take place on Friday 16 July 2021 where the Promoter will pick at random from entry barrel 1st , 2nd and 3rd Major Prize Winners.
 16. Eligible Entrants can receive more than one Prize.
 17. Prize winners will be notified by the Venue/the Promoter as soon as reasonably practicable.
 18. In the event a winner cannot be readily identified, contacted, or does not collect their prize within 14 days of being notified of their win, the Promoter may draw an additional winner name in respect of that Prize and will use reasonable endeavours to notify the original winner of the re-allocation.
 19. The Prize is non-transferable, non-exchangeable and, where not a cash prize, not redeemable for cash. The Promoter reserves the right to substitute an alternative prize at its complete discretion. The Promoter accepts no responsibility for any variation in the value of the Prize. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prize; and (b) no compensation will be payable if, for any reason, a winner cannot be contacted or is unable to use the Prize as stated.
 20. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward. If the Prize is obtained through any of these methods, it will not be honoured.

Miscellaneous

21. Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoter (including its officers, employees, members 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: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; 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; any variation in prize value to that stated in these terms and conditions; any tax liability incurred by any entrant; any prize(s); or participation in or use of the prize. In these terms and conditions, '**Consumer Guarantees**' mean the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the Promotion and Consumer Act 2010 (Cth), Australian Consumer Law and Fair Trading Act 2012 (Vic), as amended from time to time, or other similar legislation of a State or Territory of Australia.
22. The personal information you have provided in your entry to the Promotion is collected, used and disclosed in accordance with the Promoter's Privacy Policy (available from <http://mrc.racing.com/our-club/governance/terms-and-conditions/privacy-policy>). The Promoter may use and disclose your personal information for the purposes of conducting and administering the Promotion, awarding the Prize, and other related activities across Australia, including providing you with member services or promotional and marketing material, direct marketing, complying with its legal obligations or otherwise in accordance with the Promoter's Privacy Policy. The Promoter may share your personal information, including but not limited to contact details, date of birth, gender, qualifications or communication history, with third parties to carry out functions and activities on the Promoter's behalf, including but not limited to direct marketing, companies the Promoter engages to

operate rewards/loyalty programs for the Promoter or otherwise in accordance with the Promoter's Privacy Policy. In certain circumstances, your information may be disclosed overseas. The Promoter's Privacy Policy contains information about how you may access and request correction of your personal information held by the Promoter or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the Promoter. Your entry may be rejected if the required information is not provided. If you do not wish to receive promotional material from the Promoter, the Promoter's sponsors or third parties you must advise us via email or telephone or via the specific opt-out procedures provided in the relevant communication.

23. The Promoter reserves the right to refuse any participation in the Promotion (including refusing entry to a Venue to any person including a prize winner) to anyone deemed to be displaying abusive language, displaying unsafe, drunken or inappropriate behaviour at a Venue or who otherwise has potential (in the Promoter's absolute discretion) to in any way damage the brand, reputation or image of the Promoter or any of its sponsors.
24. The Promoter reserves the right to disqualify any individual who tampers with the application process or who has breached these terms and conditions, and to cancel, terminate, modify or suspend the Promotion if deemed necessary. The Promoter shall make such determination in its absolute discretion.
25. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
26. To the fullest extent permitted by law, entrants release and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the Prize) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the Prize).
27. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion at any time and for any reason.
28. The Promoter accepts no responsibility for lost, misplaced or misdirected entries.
29. These terms and conditions are governed by the laws of the State of Victoria and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.