

REWARD YOU MORE (VIC, NSW) **Terms and Conditions**

1. General Entry

- 1.1 Information on how to enter the promotion described in **Item 1** of the Schedule (**Promotion**), conducted at the venue or venues described in **Item 2** of the Schedule (each, a **Participating Venue**), and the terms and conditions of the Promotion are set out below, and in the Schedule (the **Terms and Conditions**).
- 1.2 The promoter's details are set out in **Item 3** of the Schedule (the **Promoter**).
- 1.3 Entry to the Promotion is open to participants who:
- (a) meet the Eligibility Criteria specified in **Item 4** of the Schedule;
 - (b) are aged 18 years and over who have NOT been excluded (whether self-excluded or otherwise) from a Participating Venue;
 - (c) are not directors, officers or employees of the Promoter or the Promoter's related bodies corporate;
 - (d) are not directors, officers and employees of contractors to the Promoter; and
 - (e) are not immediate family of (c) or (d),
- (Eligible Participants)**.

For the purposes of these Terms and Conditions, the term "immediate family" means spouse (including de facto), parent, stepparent, grandparent, sibling, half sibling, child, stepchild and grandchild.

- 1.4 By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions.
- 1.5 Only Eligible Participants are eligible to participate in the Promotion.

2. Term of Promotion

The Promotion commences and ends on the dates and times specified in **Item 5** of the Schedule (the **Promotion Period**).

3. Incentive

- (a) Each Eligible Participant who satisfies the eligibility criteria in **Item 4** of the Schedule (each, a **Winner**) will receive the reward specified in **Item 6 (Incentive)**.
- (b) If the Incentive is unavailable the Promoter, in its discretion, reserves the right to substitute the Incentive with an incentive to the equal or greater value and/or specification (subject to relevant State regulations).

4. Incentive Conditions

- (a) The Incentive is subject to availability, must be taken as offered, cannot be transferred, or, exchanged for cash, and is subject to any Incentive specific conditions specified in **Item 8** of the Schedule.

- (b) If, for any reason whatsoever, the Winner does not claim the Incentive (including if the Promoter is not able to successfully get in contact with the Winner after making all reasonable attempts to do so) by the date specified in **Item 7** of the Schedule, then the Incentive will be deemed to have been forfeited by that Winner.

5. Venue Voucher Conditions

Where a Participating Venue attaches conditions to the Venue Voucher (as defined in **item 6** of the Schedule) that are inconsistent with these Terms and Conditions, these Terms and Conditions prevail to the extent of the inconsistency.

6. Incentive Winner Notification

The Promoter will endeavour to notify the Winner by phone (including by SMS) or email, and otherwise in the manner and by the date specified in **Item 9** of the Schedule.

7. Delivery of Incentive

The Promoter will deliver the Incentive to the Winner within the timeframe and according to the method specified in **Item 10** of the Schedule.

8. Tax Issues

Any taxes which may be payable as a consequence of the Winner receiving the Incentive are the sole responsibility of that Winner. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion and encourages each Winner to seek independent financial and tax advice.

9. Exclusion of Liability

9.1 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 an Incentive, 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 Incentive 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 Incentive or Incentive value to that stated in these Terms and Conditions;

- (e) any tax implications;
- (f) the cancellation or postponement of an event which constitutes an Incentive; and/or
- (g) an Incentive or use of an Incentive.

9.2 The Promoter is not responsible for any lost, stolen or damaged Incentives. 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) (**Consumer Guarantees**), the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as an Incentive (if any).

9.3 Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

10. Use of Personal Information / Marketing

10.1 The Promoter (along with Tabcorp and its related entities, collectively referred to in these Terms and Conditions as **Tabcorp**) will collect, use and disclose an Eligible Participant's Personal Information (as defined in 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 Eligible Participant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Eligible Participant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Eligible Participant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Eligible Participant to participate in the Promotion.

10.2 By entering the Promotion, the Eligible Participant consents to the Promoter and Tabcorp:

- (a) collecting and using the Eligible Participant's Personal Information in relation to the purposes referred to above; and
- (b) where considered necessary by the Promoter, disclosing the Eligible Participant's Personal Information to third parties including, but not limited to, the promoter's agents, affiliates and related bodies corporate, Incentive suppliers or regulatory authorities and for any purpose to which the Eligible Participant has previously consented including but not limited to future promotional, marketing and publicity purposes;
- (c) the Promoter using (or permitting authorised third parties to use) the Eligible Participant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) and/or the Incentive won by the Winner in the Promotion in any media, including but not limited to social 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; and

- (d) the Promoter, its agents, affiliates, related bodies corporate, other companies associated with this Promotion and business partners to send the Eligible Participant future electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.

10.3 Eligible Participants should direct any request to access, update or correct their Personal Information to the Promoter.

11. General Conditions

11.1 The Promoter, nor any of their employees, officers, agents, or related bodies corporate are responsible for and will not be liable for:

- (a) any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
- (b) any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by an Incentive or resulting from acceptance, possession, use, or misuse of an Incentive, or from participation in the Promotion or downloading material from any website operated by the Promoter; or
- (c) any printing or typographical errors in any materials associated with the Promotion.

11.2 The Promoter reserves the right, in its sole discretion, to:

- (a) cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention or other causes beyond the reasonable control of the Promoter;
- (b) disqualify and refuse to award an Incentive to any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion or otherwise brings the Promotion and/or the Promoter into disrepute (as determined by the Promoter);
- (c) disqualify and refuse to award an Incentive to any Eligible Participant who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions or breaches these Terms and Conditions;
- (d) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and
- (e) request that the Winner provides proof of age, identity or proof of residency at the nominated Incentive delivery address.

11.3 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.

11.4 It is a condition of accepting an Incentive that the Winner may be required to sign any legal documentation as and in the form required by the Promoter and/or

Incentive suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

- 11.5 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, subject to any regulator direction to the contrary, such decision will be final and binding.
- 11.6 In the event that the Winner is identified as a minor, self excluded patron, involuntarily excluded patron, any other person who is in breach of these Terms and Conditions or any person who has acted improperly to increase their chances of winning any Incentive (the **Refused Winner**), the Promoter reserves the right to refuse to allow the Winner to take part in, or receive, any or all aspects of an Incentive, and the Promoter will notify any relevant regulator accordingly where required by law to do so.
- 11.7 These Terms and Conditions are governed by and must be construed in accordance with the laws in force in the state or territory where the Participating Venue is located (**State**). The Promoter and each Eligible Participant submits to the exclusive jurisdiction of the courts of the State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions.

SCHEDULE

Item 1	Promotion	Reward You More/Reactivation	see clause 1.1
Item 2	Participating Venue	The venue from which a person has received an Invitation, and otherwise each venue listed in the list attached to these Terms and Conditions.	see clause 1.1
Item 3	Promoter	Each Participating Venue is the Promoter for the Incentive program conducted by that Participating Venue	see clause 1.2
Item 4	Eligibility Criteria	To be eligible to receive an Incentive, a person must (a) receive an invitation to participate in the Promotion from the relevant Participating Venue (Invitation); and (b) during the Promotion Period: (i) on visiting the relevant Participating venue, validly swipe their Program membership card in the Participating Venue at the in-venue Kiosk (each a Qualifying Transaction); and (c) comply with these Terms and Conditions.	see clause 1.3
Item 5	Promotion Period	Promotion Commencement: 12.00am on Monday, 20 June 2022 Promotion End: 11.59pm on Sunday, 3 July 2022	see clause 2
Item 6	Incentive	(a) The Incentive is a venue voucher issued by the relevant Participating Venue (Venue Voucher). The Venue Voucher can be used to purchase food and beverages at the relevant Participating Venue. (b) The value of the Venue Voucher is determined by the Eligible tier status during the Promotion Period, in accordance with the relevant Invitation. (c) The incentive will be available on the Participating venues membership kiosk from Monday 11 July 2022	see clause 3(a)
Item 7	Method and time frame for claiming an Incentive	The Winner must claim the Incentive within 1 month of the Promoter notifying them by notifying the Promoter that they accept the Incentive. If the Winner cannot be contacted or has not claimed the Incentive within 1 month after the Promoter notifies the Winner, the Winner will be deemed to have forfeited any entitlement to the Incentive.	see clause 4(b)
Item 8	Incentive	(a) All costs associated with the Incentive (not	see clause 4(a)

	specific conditions	<p>mentioned in the Incentive inclusions), including but not limited to any taxes, insurance and any other ancillary costs are the responsibility of the Winner.</p> <p>(b) The Incentive must be used in accordance with these Terms and Conditions and with any terms of conditions contained in the Venue Voucher.</p>	
Item 9	Notification of Winner	The Winner will be notified by swiping their Program loyalty card during the promotional period.	see clause 6
Item 10	Timeframe and delivery method of Incentive	The Incentive must be collected by Winner from the Participating Venue within 28 days of the Winner claiming the Incentive in accordance with clause 4(b).	see clause 7