

Dine & Win at Vegas Waverley Gardens

TERMS AND CONDITIONS

This Schedule, together with the Terms of Entry, constitute
The Competition Terms of Entry for the Promotion.

Schedule

1	Promotion	Dine & Win at Vegas Waverley Gardens
2	Promoter	Melbourne Racing Club F&B Limited, trading as the Pegasus Leisure Group ABN 60 605 607 001 of Gate 22, Station Street, Caulfield East VIC 3145.
3	Participating Venue	Vegas at Waverley Gardens.
4	Promotion Period	Entry into the Promotion commences at: 8am Monday 17 October 2022 Entry into the Promotion closes at: 8.59pm Saturday 30 October 2022
5	Age Restriction	Entrants in the Promotion must be strictly 18 or over to enter.
6	Eligible Entrants	Entry in the Promotion is only open to residents of Victoria 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 (a) (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 any Participating Venue, and (e) any other persons deemed ineligible by the Promoter.
7	Entry Method	In order to gain entry into the Promotion (an Entry), an Eligible Entrant must, during the Promotion Period: (a) Purchase any food or beverage product in the bistro of the Participating Venue; (b) Manually fill out their details on the entry form provided by staff; and (c) Place the completed entry form into the entry box situated in the bistro at the Participating Venue.
8	Maximum Number of Entries	Eligible Entrants can enter each time they make a food & drink purchase in the bistro of the Participating Venue during the Promotion Period.
9	Prize	There will be 2 x daily prizes drawn each day during Promotional Period consisting of: 2 x bottles of Pepperjack wine (valued at \$50 each), and 1 x \$50 PLG Gift Certificate to use for food & beverage purchases. All Entry tickets will be entered into the major prize draw to have the chance to win: 1 st prize \$1,000, 2 nd prize Premium wine hamper (valued at \$500), 3 rd prize \$200 PLG Gift Certificate for use for food & beverage purchases.
10	Total Prize Value	Daily prize draw value \$2,100 (total). Major prize draw value \$1,700.
11	Draw Mechanism	Daily Draw: The Promoter will conduct a manual daily draw to determine the Daily Prize winners where the first 2 valid entries drawn will win a Prize. The first drawn Entry will win 1 st prize, second drawn eligible entry will win 2 nd prize.

		Major prize draw: The Promoter will conduct a manual draw to determine the Major Prize winners where the first 3 valid Entries drawn will win a Prize. The first drawn valid Entry will win 1 st prize, second drawn valid Entry will win 2 nd prize and 3 rd valid Entry will win 3 rd prize.
12	Draw Date	Daily draws to take place at the Participating Venue each day during the Promotional Period at 9pm. Major prize draw to take place at the Participating Venue at 2pm on Monday 31 October 2022.
13	Notification of Winners	Winners will be notified by one or more of the following by <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> in person <input type="checkbox"/> Website(s) <input type="checkbox"/> social media
14	Publication of Winners	Where the prize is greater than \$1000. Winners will be published on Pegasus Leisure Group website and participating venues social media pages including Facebook & Instagram. https://pegasusleisure.com.au/compliance-partners/
15	Prize Claim Date	Prizes need to be claimed no later than Monday 28 November 2022.
16	Prize Delivery	The Prize will be collected by the prize winner at a time and place mutually agreeable as between the Promoter and the Prize Winner.

Promotion Terms and Conditions

Terms of Entry

General

1. Defined terms in these terms and conditions have the meanings set out in the Schedule above.
2. By entering into the Promotion, you acknowledge that you have read, understood and agree to the Promotion terms and conditions.
3. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, including amending these terms, at any time and for any reason.
4. 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.

Eligibility

5. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.
6. The Promoter has absolute discretion to disqualify any individual who tampers with the application process or who has breached these terms and conditions.
7. The Promoter reserves the right to refuse any participation in the Promotion (including refusing entry to the Event to any person including a prize winner) to anyone deemed to be displaying abusive language, displaying unsafe, drunken or inappropriate behaviour at the Event 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 or major partners.

Entry Mechanic

8. The Promoter may amend or extend the Promotion Period dates, entry times and/or days in its absolute discretion.
9. 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.

10. The Promoter accepts no responsibility for lost, misplaced or misdirected entries.

Prize and Prize Draw

11. The Promoter will conduct a draw to determine the Prize winner(s) on the Draw Date and will notify each winner as soon as reasonably practicable.
12. In the event that reasonable efforts have been made to identify a winner and that a winner cannot be readily identified or does not return contact 72 hours after the Promoter has sought to notify the Prize winner, the Promoter may, in its absolute discretion, elect to re-allocate those tickets to a new winner and will use reasonable endeavours to notify the original winner of the re-allocation.
13. Entrants can win more than one prize.
14. The Prize is non-transferable, non-exchangeable and not redeemable for cash. The Promoter reserves the right to substitute an alternative prize at its complete discretion. 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, the Event does not go ahead, a winner cannot be contacted or is unable to use the Prize as stated.
15. 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.
16. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

Liability and indemnity

17. Except for any liability that cannot be excluded under trade promotion laws or 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, 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.
18. 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).

Privacy

19. 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.