

## Australian Venue Co

### COMPETITION TERMS AND CONDITIONS

#### Schedule to Conditions of Entry

<b>Promotion name</b>	Win a 1 of 3 \$250 The Pass credit to spend on food & drinks at The Pen
<b>Promoter</b>	AVC Operations Pty Ltd ABN: 81 607 832 299 Address: Level 3 616 St. Kilda Rd, Melbourne VIC 3004 Phone: 1800 836 837
<b>Promotion Venue</b>	The Peninsula Mandurah Address: 1 Marco Polo Drive, Mandurah WA 6210 Phone: (08) 9534 9899
<b>Eligible States/ Territories/ Countries</b>	Western Australia
<b>Promotion Period</b>	9:00AM (AEDT) 1 <sup>st</sup> February 2023 – 11:59PM (AEDT) 28 <sup>th</sup> February 2023
<b>Eligible entrants</b>	Australian and New Zealand residents who are aged 18 years or older. Directors, management and employees of the Promoter and their immediate family are not permitted to enter.
<b>Purchase of Product</b>	Not required
<b>The Prize</b>	3 x \$250 Bar Tab to spend on food & drinks at The Peninsula Mandurah (Promotion Venue).  Prize details: 1 x \$250 The Pass credit awarded per winner. 3 winners will be awarded a single The Pass voucher. The \$250 The Pass credit is only redeemable at the Promotion Venue The winner will be required to download the Promoter's mobile application The Pass App, which will be subject to The Pass App's own terms and conditions and create an account on The Pass App; to redeem the prize.
<b>Total prize value</b>	\$750 (3 x \$250)
<b>Total number of prizes</b>	3 X The Pass App Credit
<b>Method of entry</b>	To enter the Promotion, an entrant must, during the Promotion Period, complete the entry form on Facebook or Instagram channels and follow the instructions in the form to confirm entry.
<b>Maximum number of entries</b>	1 entry per person
<b>Prize draw details</b>	The winner of the Prize will be determined by a random draw from the entries received during the Promotion Period. The first three valid entries drawn randomly from the entries received during the Promotion Period will each win one Prize The draw will be held at 10:00am 1 <sup>st</sup> March 2023 at 3/616 St Kilda Road, Melbourne

<b>Notification of winners</b>	Winners will be notified via email within two days of determining the winner.
<b>Public announcement of winners</b>	The name of the winner(s) of the prize will be published at the The Peninsula Mandurah website: <a href="https://thepenmandurah.com.au/events/win-1-in-3-200-vouchers/">https://thepenmandurah.com.au/events/win-1-in-3-200-vouchers/</a> for a minimum of 28 days.
<b>Claiming the Prize</b>	Prizes must be claimed by 29 March 2023
<b>Unclaimed prizes</b>	If a prize has not been claimed by the date and time specified above or if the Promoter is unable to contact a winner after having made reasonable attempts to do so, the winner of the prize may be substituted by the Promoter via a second draw.  The second draw will take place on 10:00AM 30 March 2023 at 616 St. Kilda Rd, Melbourne VIC 3004 from the remaining entrants who have not yet won a prize. The winner(s) of the prize in the second draw will be informed via email and phone within two days of determining the winner.  The name of the winner(s) of the prize will be published The Peninsula Mandurah website: <a href="https://thepenmandurah.com.au/">https://thepenmandurah.com.au/</a> for a minimum of 28 days from the date of the draw
<b>Prize award date</b>	Each Prize will be awarded paid to the winner within 28 days 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

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 Competing

1. 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.
2. 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.
3. 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.
4. The Promoter encourages and practices the responsible service of alcohol at all times. In addition, the Promoter takes its obligations and responsibilities under Liquor, Gaming and other relevant Regulations and Acts very seriously.
5. All entries considered not genuine, incomplete, inappropriate or offensive by the Promoter for any reason will be disqualified.

### Prizes

6. Each Prize is not transferable, exchangeable or redeemable for cash.

7. 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.
8. 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**

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. The Promotion and these Competition Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
18. Subject to statutory restrictions, the Promoter may amend these Competition Terms and Conditions at its sole discretion.
19. 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.

#### **Liability**

20. 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').
21. 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.