

**THE STAR**  
SYDNEY  
**Terms and Conditions**

**Schedule**

<b>"Promotion"</b>	Melbourne Cup Sports Bar Draw – November 2024
<b>"Promoter"</b>	The Star Pty Limited (ABN 25 060 510 410) trading as "The Star Sydney" of 80 Pyrmont Street, Pyrmont NSW 2009.
<b>"Promotional Period"</b>	The Promotion commences at 12:00pm AEDT on Tuesday, 5 November 2024 and concludes at 4:30pm AEDT on Tuesday, 5 November 2024.
<b>"Eligible Entrants"</b>	<p>Only persons who are, for the duration of the Promotional Period:</p> <ul style="list-style-type: none"> <li>a. aged 18 years or over;</li> <li>b. residents of Australia;</li> <li>c. not excluded (including an exclusion direction, an exclusion order or a self-exclusion order) from a casino or premises operated by The Star Entertainment Group Limited (ABN 85 149 629 023) or its related entities (collectively, "<b>The Star Group</b>");</li> <li>d. not the subject of a Withdrawal of License from a casino or premises operated by The Star Group;</li> <li>e. not a director, officer, manager, employee or contractor of any of The Star Group entities; and</li> <li>f. not an immediate family member (including a sibling, parent, child, grandparent, grandchild, spouse, former spouse, de facto partner or former de facto partner, including a step-relation and an adoptive relation) of any person listed in paragraph (f) above or of their spouse, former spouse, de facto partner or former de facto partner,</li> </ul> <p><b>("Eligible Entrants").</b></p> <p>A person who does not satisfy any of the criteria for an "Eligible Entrant" for the duration of the Promotional Period is an "<b>Invalid Entrant</b>" and their Entry will be deemed invalid ("<b>Invalid Entry</b>").</p> <p>An entrant who is a member of The Star Club and requests to cancel their membership prior to, or during, the Promotional Period will also be an Invalid Entrant.</p> <p>Invalid Entrants are not, or will no longer be, eligible to enter or participate in the Promotion and will forfeit any entitlement to a Prize.</p>
<b>"Entry"</b>	<p>All Eligible Entrants who dine at either BLACK Bar and Grill, Cucina Porto or Harvest Buffet for lunch between 12:00pm AEDT and 3:00pm AEDT on Tuesday, 5 November 2024 will be given a draw card with a unique number attached. They will be automatically entered into the draw taking place in Sports Bar at 4:30pm AEDT on Tuesday, 5 November 2024. Eligible Entrants must:</p> <ul style="list-style-type: none"> <li>(a) be inside Sports Bar at 4:30pm for the draw;</li> <li>(b) have their draw card with them</li> </ul>
<b>Entry Limit</b>	Each Eligible Entrant is limited to 1 Entry during the Promotional Period.

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<p><b>“Prize”</b></p>	<p>The prize is a Chandon Hamper (“Prize”) valued at AU \$500.</p> <p>The Promoter will not permit Prizes to be transferred, or redeemed or exchanged for cash.</p>
<p><b>“Prize Determination”</b></p>	<p>The Promoter will conduct the Prize draw (“Prize Draw”) at 4:30pm AEDT on Tuesday 5 November, 2024.</p> <p>The Prize Draw will be conducted using a <i>physical barrel</i> (“Barrel”) at Sports Bar (“Draw Location”).</p> <p>The first Entry randomly drawn from the Barrel in the Prize Draw will win the Prize and the Eligible Entrant who submitted the Entry will be a drawn entrant (“Drawn Entrant”).</p> <p>Eligible Entrants <i>are</i> required to be present at the Draw Location for each Prize Draw in order to win a Prize.</p> <p>The Promoter may, in its reasonable discretion taking into account these Terms and Conditions, deem an Entry to be an Invalid Entry and disqualify such an Entry, including the following:</p> <ul style="list-style-type: none"> <li>(a) an Entry from an Invalid Entrant;</li> <li>(b) an Entry that is fraudulent or forged; and</li> <li>(c) an Entry (or the entrant) otherwise does not comply with these Terms and Conditions.</li> </ul> <p>Invalid Entries are not eligible to win a Prize. If a person with an Invalid Entry is awarded a Prize inadvertently, they must return it to the Promoter immediately upon request.</p>

<b>Notification of Prize Winner/s</b>	<p>The name of the Drawn Entrant will be announced on the public address system at the Draw Location.</p> <p>The Promoter does not guarantee that all Prize Draw announcements will be audible and understandable in all parts of the Draw Location at all times.</p> <p>To claim a Prize, the Drawn Entrant must present themselves to a representative of the Promoter at the Draw Location within four (4) minutes of their name being announced (“<b>Standard Presentation Period</b>”) as timed by the clock displayed at the Draw Location.</p> <p>The Drawn Entrant must then produce within four (4) minutes of the expiry of the Standard Presentation Period their Valid ID that is acceptable to the representative of the Promoter (“<b>Prize Winner</b>”).</p> <p><b>Valid ID</b> means:</p> <ul style="list-style-type: none"> <li>a. a passport, Australian driver’s licence or other form of photographic identification in which the photograph is clear and undamaged and that is acceptable to the Promoter; or</li> <li>b. two forms of non-photographic identification that are valid and acceptable to the Promoter.</li> </ul> <p>The results of the Prize Determination will not be published, unless otherwise stated in these Terms and Conditions.</p> <p>If, despite its reasonable efforts, the Promoter cannot locate the Prize Winner or confirm a Prize Winner within the four (4) minute period, the Prize Winner forfeits the Prize and is no longer the Prize Winner for the purposes of these terms and conditions.</p> <p>If the Prize Winner forfeits the Prize, the Promoter will conduct another Prize Draw (“<b>Second Judging</b>”). If required, the Second Judging will take place at the venue by 3:50pm the same day. The Promoter will take reasonable efforts to notify the Prize Winner as a result of the Second Judging in venue immediately after the Second Judging. If for any reason the Judges cannot reasonably locate a prize winner, this manner of judging will continue until a prize winner is found.</p>
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**Terms and Conditions**

- 1 These Terms and Conditions incorporate and must be read together with the details set out in the Schedule above. By entering this Promotion, you are confirming that you accept these Terms and Conditions.
- 2 Your Entry into this Promotion must be received during the Promotional Period and is subject to Entry limits and eligibility requirements. Your Entry is deemed to be received only when received by the Promoter’s database. If your Entry is based on participation that is reversed, cancelled or otherwise deemed invalid, or if your membership status is cancelled or otherwise amended so that you are no longer an Eligible Entrant, your Entry into the Promotion may be deemed invalid at the Promoter's discretion. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases/addresses/email addresses/phone numbers you may be disqualified.

- 3 The Promoter reserves the right to waive or vary the identification requirements specified in these Terms and Conditions in circumstances where the identity of the prize winner is determinable without the assistance of the specified identification.
- 4 If you or your Entry are deemed by the Promoter to breach these Terms and Conditions, your Entry (or at the Promoter's discretion, all of your entries) may be voided. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your Entry (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not amount to a waiver of those rights.
- 5 You must not:
- a tamper with the Promotion's Entry process;
  - b. engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
  - c. act in a disruptive, annoying, threatening, abusive or harassing manner directly or indirectly in relation to the Promotion;
  - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
  - e. breach any law; or
  - f. behave in a way that is otherwise inappropriate directly or indirectly in relation to the Promotion.
- 6 The Promoter is not liable for any Entry, Prize claim or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 7 In respect of an individual draw for a Prize valued at over \$10,000, the Promoter will nominate an independent scrutineer to be present and oversee that draw.
- 8 The Promoter's decision in connection with all aspects of this Promotion is final.
- 9 The Promoter reserves the right to cancel or change any Prize offered under the Promotion if there are any changes to the law which would or might render the Promotion or any Prize/s offered under the Promotion unlawful.
- 10 No Prize, Entry or other feature of the Promotion can be transferred, exchanged or redeemed for cash (unless where cash is specified), or other goods or services. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in Prize value. You agree that if a Prize (or element of a Prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by any regulatory authority.
- 11 To the extent that a situation, malfunction, or other 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 (a) make a decision regarding those circumstances which is not inconsistent with these Terms and Conditions; and/or (b) postpone the draw/s to a time and place which will allow the draw to be conducted in accordance with all Terms and Conditions other than those Terms and Conditions which specify the time and place of the draw/s.
- 12 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid Prize claim. Every instant win Prize claim in excess of the advertised Prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 13 If this Promotion cannot run as planned for any reason beyond the Promoter's reasonable control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the closure of the Promoter's premises, government directives, pandemic,

public health orders and the like, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/entrants, subject to any necessary approval by a regulatory authority.

- 14 The Promoter may disclose your personal information, including details of Prize Winner/s where required or authorised to do so by or under law or the disclosure is reasonably necessary to enforce the law. This may occur under the laws that apply to the Promoter's business, for example, where a regulatory authority requests information from the Promoter.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 16 Should the Prize Winner consent to having his/her photograph taken, that Prize Winner consents to having his/her name and photograph published in any form of media and agrees to participate in any reasonable promotion requested by the Promoter.
- 17 The Prize Winner(s) and/or their membership number will be available at The Star Club Desk within 48 hours of the conclusion of the Promotion.
- 18 When there is no Prize Winner or the Prize Winner cannot be found, this information will be published at The Star Club Desk 4 weeks after the conclusion of the Promotion for a temporary period.
- 19 A copy of these Terms and Conditions governing the Promotion can be obtained from The Star Club desk at The Star Sydney premises.
- 20 If any dispute arises between an entrant of the Promotion and the Promoter concerning the conduct of this Promotion or claiming a Prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision is final, and no correspondence will be entered into

#### **Liability**

- 21 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 22 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this Promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this Promotion or any Prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 23 The Prize Winner and any other person(s) nominated to share the Prize with the Prize Winner agrees to accept, receive and use the Prize at their own risk and will, at all times, indemnify, keep indemnified, hold harmless and release the Promoter to the full extent permitted by law from and against any and all claims, causes of action, losses, damage, liability, cost or expense (including legal expenses on a full indemnity basis), incurred by The Promoter as a result of or in connection with the Promotion and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in connection with the Prize and / or the Prize Winner. The Prize Winner and any other person(s) nominated to share the Prize with the Prize Winner will be required to sign an agreement to release the Promoter from and indemnify the Promoter against any liability arising from the use or participation in the Prize.
- 24 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of Prizes or for any damage that occurs to Prizes if/when displayed at The Star Sydney premises.
- 25 The Promoter needs to collect the personal information of entrants so that the entrant can be entered into the Promotion. The Promoter will use entrants' personal information to conduct and manage the Promotion. The Promoter may disclose entrants' personal information to its related

companies, agents and contractors to assist in conducting this Promotion and to communicate with entrants. The Privacy Policy of The Star Entertainment Group <http://www.starentertainmentgroup.com.au/privacy-policy> includes information about:

- a. the purposes for which The Star Entertainment Group, including the Promoter, may collect, store, use and disclose entrants' personal information;
  - b. how entrants can seek access to the personal information the Promoter holds about them and request changes to it; and
  - c. how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.
- 26 The “**Promoter**” of the Promotion is The Star Pty Limited ABN 25 060 510 410 of 80 Pymont Street, Pymont NSW 2009.
- 27 The laws of the state of New South Wales govern the Promotion.
- 28 Help is close at hand. GambleAware [gambleaware.nsw.gov.au](http://gambleaware.nsw.gov.au) 1800 858 858. The Star practises the responsible service of alcohol. Guests must be 18 years or over to enter the casino.
- 29 Authorised under NSW Authority No. TP/00099, Exp 16/7/2025