

Terms and Conditions

Promotion	Gallop Seats November 2024					
Promoter	The Star Pty Limited (ABN 25 060 510 410) - "The Star Sydney"					
Promotional Period	This Promotion commences from 3.30pm AEDT on Tuesday, 5 November 2024 and concludes at 9:00 pm AEDT on Tuesday, 5 November 2024.					
Qualifying Member	A "Qualifying Member" is a person who is:					
	a. aged 18 years of age or over;					
	b. a member of The Star Club with a valid membership card ("Card");					
	 not excluded (including an exclusion direction or self-exclusion order) from a casino or premises operated by The Star Entertainment Group Limited (and its related entities); 					
	 d. not the subject of a Withdrawal of License (WOL) from The Star Sydney, The Star Gold Coast or Treasury Brisbane; 					
	e. not an Invalid Entrant;					
	f. not a director, officer, manager, employee or contractor of any of The Star Entertainment Group of companies (including, without limitation, the Promoter); and					
	g. not an immediate family member (including, 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 item (f) above or of their spouse, former spouse, de facto partner or former de facto partner.					
Eligible Entrant	An "Eligible Entrant" is a person who is:					
	a. A Qualifying Member throughout the Promotional Period					
Invalid Entrant	An entrant whose The Star Club membership status is cancelled during the Promotional Period.					
	Invalid Entrants will no longer be eligible to enter or participate in the Promotion and will forfeit any entitlement to a prize.					



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Entry Calculations	A Qualifying Member can enter into a prize draw (" Prize Draw ") by playing on any compatible slot machine(s), electronic table game(s) or table game(s) (excluding Poker), on The Main Casino Floor at The Star Sydney on the Draw Day (defined below) during the					
	draw times. Tuesday, 5 November 2024					
	Eligible Entrants must have a valid rating, which is open and not closed at the time of the Prize Draw ("Valid Open Rating"). A person obtains a Valid Open Rating by: providing their Card to a table games staff member at an eligible table (excluding Poker) for that staff member to enter into the table management system; or					
	All Valid Open Ratings will be recorded in the Synkros Casino Management Syste ("Synkros") for each of the Prize Draws.					
	From time to time, the Promoter may undertake planned system upgrades or changes Synkros or other systems, during which time Entries into the Promotion may not I recorded. Except in cases of emergency outages, The Star Sydney will provide reasonab prior notice of such system upgrades or changes through on property signage.					
			onable discretion i	ncluding if the rat	erefore not a Valid Open Rating), ing has been open for an extend	
Entry Limit	An Eligible Entrant can enter each Prize Draw on the Draw Day (defined above) until the Eligible Entrant becomes a Prize Winner, provided that the Eligible Entrant's Entry is in accordance with these Terms and Conditions.					
Prize	There are up to sixteen (16) Prizes to be won in this Promotion (" Draw Day "). The total Prize pool is \$16,000.					
	Prize Type	Prize	Quantity			
	Entertainment Credits	\$1,000	16			
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Draw Number	Draw Times	Prize
1	3.30pm	\$1,000 Entertainment Credits
2	4.00pm	\$1,000 Entertainment Credits
3	4.30pm	\$1,000 Entertainment Credits
4	5.00pm	\$1,000 Entertainment Credits
5	5.30pm	\$1,000 Entertainment Credits
6	6.00pm	\$1,000 Entertainment Credits
7	6.30pm	\$1,000 Entertainment Credits
8	7.00pm	\$1,000 Entertainment Credits

Draw times are approximate only and are subject to minor changes. Changes to Draw times varying greater than 15 minutes will be announced on the public address system and displayed on screens at the Main Draw Location.

Each Prize Draw will be held at a designated location on The Main Casino Floor at The Star Sydney, which will be clearly marked and visible to Eligible Entrants ("**Main Draw Location**").

At each Prize Draw, two (2) Eligible Entrants will be randomly selected from Synkros by a representative of the Promoter ("**Drawn Entrants**").

If at the time a Drawn Entrant claims a Prize or a Prize Winner is to receive a Prize, that person is excluded (including under an exclusion direction, an exclusion order or a self-exclusion order) from a casino or premises operated by The Star Group or is the subject of a Withdrawal of License from a casino or premises operated by The Star Group, their Entry will be deemed an Invalid Entry and will be disqualified and that person will not receive the Prize.

Notification of Drawn Entrants

The name and membership ID of each Drawn Entrant will be announced on the public address system and displayed on the digital screens at the Main Draw Location. The Promoter does not guarantee that all Prize Draw announcements will be audible and understandable in all parts of the Main Draw Location at all times.

The Promoter's representative will approach the Drawn Entrant and the Drawn Entrant must then produce, within four (4) minutes ("Standard Presentation Period"), their Card or produce Valid ID acceptable to the representative of the Promoter ("Prize Winner").

The Promoter, subject to any directions from the regulatory authority, may at any time (including after the Standard Presentation Period expires) extend the Standard Presentation Period applicable to any particular Drawn Entrant on reasonable grounds.

Valid ID means:

- a passport, Australian driver's license or other form of photographic identification in which the photograph is clear and undamaged and that is acceptable to The Star Sydney; or
- two forms of non-photographic identification that are valid and acceptable to The Star Sydney.

If a Drawn Entrant cannot produce his/her Card or Valid ID within four (4) minutes the Standard Presentation Period, the Drawn Entrant will be deemed an invalid selection ("Invalid Selection").

Redraw/s

If a Drawn Entrant is deemed an Invalid Selection, the Promoter will immediately conduct a redraw or redraws until a valid Prize Winner is found.

An Eligible Entrant must have a Valid Open Rating at the time of the redraw. All of the other requirements above apply in relation to any redraw.



General Terms and Conditions

- These General Terms and Conditions incorporate and must be read together with the details outlined in the table above and with the **Rules of the Game** for all table games (excluding poker), slot machines and electronic table games at The Star Sydney. **A copy of the Rules of the Game can be found at**https://www.star.com.au/sydney/casino/rules-of-games. By entering the Promotion, you accept these General Terms and Conditions.
- 2 The Star Club Terms and Conditions also apply. A copy can be found at https://www.thestarclub.com.au/terms-conditions
- Your Entry must be received during the Promotional Period and is subject to the Entry limits and eligibility requirements stated in these Terms and Conditions. Your Entry is deemed to be received only when received by the Promoter. If your Entry is based on participation that is 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 will be deemed invalid.
- If, at the time for collection of a Prize, a person is restricted or prevented from entering the casino area due to a 'temporary prevention of entry' for contravention of a Playbreak rule, that person is not eligible to claim a Prize (even if they are the selected winner) and that person will forfeit any entitlement to the Prize



- The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering the Promotion. If you enter using multiple aliases/addresses/email addresses/phone numbers you may be disqualified.
- Where relevant, it is your responsibility to open or close your rating by asking the Dealer/Games Supervisor to open or close your rating at any eligible table games, or to remove your card from the machine or game.
- In the event that a malfunction occurs with the Synkros system, the Promoter will, if practical, extract from the Synkros system all data necessary to determine Entries earned in accordance with these Terms and Conditions and the draw process will be conducted manually if it cannot be conducted electronically.
- 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
- 9 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 if you have multiple Entries) will be voided.
- The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your Entries (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 waive those rights.

11 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 or offensive directly or indirectly in relation to the Promotion.
- 12. The Promoter is not liable for Entries, prize claims or correspondence that are, due to factors outside its reasonable control, misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 13. In the event of a dispute relating to these Terms and Conditions, the Promoter's decision is final. Where any person is not satisfied with a decision of the Promoter relating to this Promotion, the person may lodge a complaint with an inspector under section 33 of the *Gaming and Liquor Administration Act 2007* (NSW).
- 14. The Promoter may 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 offered under the Promotion unlawful.
- 15. The Promoter will not permit a Prize, Entry or other feature of the Promotion to be transferred, or exchanged or redeemed for cash. 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.
- 16. If the Promoter determines that the integrity of the Promotion and/or any draw has been compromised it may, subject to notifying the relevant regulatory authority, either postpone the Promotion and/or the draw until such a time as the integrity of the Promotion and/or draw has been validated or cancel the draw.



- 17. 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/s 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.
- 18. If this Promotion cannot run as planned for any reason beyond the Promoter's control, including but not limited to: act of god, law, public health order, pandemic, software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/entrants, subject to any necessary approval by a regulatory authority.
- 19. The Promoter may disclose your personal information, including details of Prize Winners 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.
- 20. 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.
- 21. Should a 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
- 22. A copy of these Terms and Conditions can be obtained from The Membership Desk at The Star Sydney.
- 23. In these Terms and Conditions, the word "including" and any similar words are not words of limitation.

Liability

- 24. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 25. 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 (including the use of 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).
- 26. Each Prize Winner and any other person(s) nominated to share the Prize with the Prize Winner may be required, as a condition of accepting the Prize, to sign an agreement to release the Promoter from liability arising from the use of or participation in the Prize.
- 27. Without limiting paragraph 25, the Promoter and the agencies and companies associated with this Promotion are not liable for:
 - a. any loss of, damage to or delay in delivery of Prizes; or
 - b. any damage that occurs to Prizes if/when displayed at the Promoter's premises, to the extent those things are due to factors outside the Promoter's reasonable control.
- 28. The Promoter needs to collect the personal information of each entrant 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.
- 29. The laws of the state of New South Wales govern the Promotion.
- 30. Help is close at hand. GambleAware gambleaware.nsw.gov.au 1800 858 858.
- 31. Guests must be 18 years or over to enter the casino.
- 32. Player Activity Statements are available on request from the Membership Desk, or via The Star Website.