



## TERMS AND CONDITIONS OF ENTRY

**Promotion Name: Feel Good Fridays**

**Promotion Start Date: Every Friday from 3 January 2025**

**Promotion End Date: Until advised.**

**Promoter: Kedron-Wavell Ltd (ABN 76 860 492 483) 21 Kittyhawk Drive, Chermside Qld 4032.**

### PROMOTION SPECIFIC TERMS & CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions.
2. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
3. This Promotion is open to those with a valid membership for Kedron-Wavell (member number between 1 and 599,999) and The Sands Social (member number between 600,000 and 899,999).
4. The following are not eligible to enter this Promotion:
  - a. Current Employees and Board Members of the Promoter.
  - b. Immediate family if they reside in the same household of current Employees or Board Members of the Promoter.
  - c. Partners of Employees or Board Members of the Promoter
  - d. Past Employees and Board Members who were employed by the Promoter in the past six (6) months who have no direct engagement with the same style of promotion.
  - e. Past Employees and Board Members who were employed by the Promoter in the past twelve (12) months who have direct engagement with the same style of promotion.
  - f. Immediate family if they reside in the same household of past Employees or Board Members who were employed by the Promoter in the past six (6) months.
  - g. Those attending private functions.
5. The Promoter reserves the right, at any time, to verify the validity of an Entry and or an Entrant (including an Entrant's identity, age and place of residence) and to disqualify any Entrants who present an Entry that is not in accordance with these Terms and Conditions or who tampers with the promotion process.
6. Entrants must have suitable photo identification to prove their identity.
7. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the recipient.
8. Total prize pool for promotion each week is \$450 cash, with each winner receiving \$50 cash.
9. Draws will take place every Friday from Friday 3 January 2025 until advised otherwise, at the following times.
  - 1:00pm
  - 1:15pm
  - 1:30pm
  - 1:45pm
  - 2:00pm
  - 2:15pm
  - 2:30pm
  - 2:45pm
  - 3:00pm
10. Members will earn one (1) entry with every \$5 turnover in a gaming machine from 12pm on draw days by playing with their card inserted.

11. Member's must validate their entries one (1) hour prior to each draw by using their membership card at Kedron-Wavell at a kiosk, point-of-sale, or by inserting in a gaming machine.
12. A Winner can only win once per draw day.
13. The draws will take place via our Licenced Monitoring Operators Virtual Barrel Draw.
14. The Winner must be *in the Club* at the commencement of the respective draw (not in the carpark).
15. The Winner must present to the Gaming Cashier within three (3) minutes. At the discretion of Management, the three (3) minute timeframe can be extended for such reasons as high patronage and/or mobility of patrons presenting themselves to the Gaming Cashier.
16. If the Winner is not present, they will forfeit their prize.
17. If a winner comes forward, please be patient as we need to validate the member before confirming the win. This may take up to ten minutes, if members leave straight away, they may miss the re-draw.
18. If any draws aren't claimed a redraw will take place immediately following the unclaimed draw.

#### **GENERAL TERMS & CONDITIONS**

1. Entrants must place themselves in a position to hear the draws, as it can't be heard in all areas of the Club.
2. If a Winner comes forward, the Winner must be verified before confirming the win.
3. If for any reason a winner does not take an element of the prize at the time stipulated by the Promoter, then the Prize or that element of the Prize will be forfeited.
4. If the Prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification.
5. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant.
6. Each Entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
7. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
8. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant or determine an entrant/winner; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
9. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees 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: (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 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
10. As a condition of accepting the prize, the winner (and any companion/s, power of attorney or registered carer) must sign any legal documentation as and in the form required by the Promoter in its absolute discretion including but not limited to a legal release and indemnity form.



11. The Promoter collects personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, Prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
12. The Promoter's decision is final, and no correspondence will be entered into
13. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. Management reserves the right to change the terms and conditions, including the dates of the draws, at any time, as they see fit.