YARRA VALLEY COUNTRY CLUB (the Club) WIN A CAR PROMOTION 2019

TERMS AND CONDITIONS

PROMOTION PERIOD
1. The WIN A CAR PROMOTION (the “Promotion”) will commence at 8.30am on Tuesday 1st October 2019 and finishes at 6.30pm on Thursday 30th January 2020 (the “Promotional Period”).

The Club will conduct four (4) Gala Nights during the Promotional Period.

ELIGIBILITY
2. Entry into this Promotion is open to all Club Rewards members as provided further in these Terms and Conditions.

3. In order to participate in the Promotion, persons must be over 18 years of age, an Australian resident, and NOT be currently excluded (whether self-excluded or otherwise) from the Venue or any part of the venue in which the Promotion is taking place.

4. Eligibility to enter the Promotion does not extend to employees of Yarra Valley Country Club, their immediate family members, contractors and agents.

VENUE SPEND ENTRY REQUIREMENT
5. During the Promotional Period any Club Rewards member who makes a purchase of $5.00 or more via a food or beverage Point-of-Sale (POS) station will have their membership card swiped and receive an entry ticket into the promotion. Transactions from the Bottleshop are excluded from the promotion.

6. Patrons who become Club Sporting or Rewards Members during the promotional period will also receive additional tickets in the promotion as follows:
   a. Sporting Memberships:
      i. Gold Single – 204 tickets
      ii. Gold Family – 307 tickets
      iii. Bronze Single – 95 tickets
      iv. Aqua Single – 50 tickets
      v. Green Single – 29 tickets
      vi. Green Family – 40 tickets
   b. Community/Social Memberships:
      i. 1 ticket

7. The playing of a gaming machine that requires either expenditure on gaming machines, or agreement to receive gaming machine advertising, is not required for you to enter or participate in this promotion (“Qualifying Transaction”). Copied entries will not be accepted.

PRIZE DETAILS
8. The total approximate prize pool is $17,000 and consists of:
   a. A new Hyundai Accent including one year’s registration and comprehensive car insurance;
   b. A $500 fuel voucher;
   c. A $250 fuel voucher; and
   d. Twenty-one (21) $50 venue vouchers that can be redeemed anywhere in the Club.

ENTRY DETAILS
9. Members who receive promotion entry tickets must place them in the locked Ticket Barrel located at Reception in the Club foyer.

DRAW PROCESS
10. A Prize Cabinet containing 24 car keys will be located at Reception in the Club Foyer, only one of which will open the car.

11. Three (3) preliminary Gala Nights will be held during the promotional period on the nights of Thursday 31st October, Thursday 28th November and Thursday 19th December 2019 from 6.30pm. On each of
these nights, eight (8) tickets will be drawn from the barrel. The members whose tickets are drawn constitute the “finalists”. Any individual member can only be drawn once during the promotion.

12. All finalists will be notified and invited by ordinary mail to attend a final Gala Night that will be held on Thursday 30th January 2020 from 6.30pm.

13. The Promoter accepts no responsibility for lost/unreceived invitations.

14. On this night, the 24 finalist tickets will be paced in a barrel. Tickets will be drawn by the promoter. The member corresponding to that ticket will select a key from the cabinet and attempt to unlock the car. This process will continue until a finalist successfully unlocks the car. This finalist wins the car prize.

15. The unsuccessful finalist tickets are returned to the barrel and two (2) tickets drawn with the first winning the $ 500 fuel voucher and the second winning the $ 250 fuel voucher.

16. The remaining twenty-one (21) unsuccessful finalists will each receive a $ 50 venue voucher.

17. All finalists must be present on the final Gala Night or nominate a proxy who must be present on Gala Night to be eligible to win.

18. The prize winners will agree to have their photo & details published on The Yarra Valley Country Club website www.yarravalley.net.au Facebook page and throughout the venue after the conclusion of the promotion

GENERAL

19. Information on how to enter, and the Prize itself, form part of these Terms and Conditions. Participation in the Promotion by an Entrant (and acceptance of a Prize by the Prize Winner) confirms their acceptance of the Terms and Conditions governing the Promotion.

20. Directors, management and employees of the Promoter and their immediate families are not eligible to participate in this Promotion. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption).

21. The Promoter reserves the right to request the Prize Winner provide proof of age and identity prior to awarding the Prize. Identification considered suitable for verification is at the discretion of the Promoter. The Prize Winner may be required to complete a statutory declaration to confirm their eligibility to accept the Prize.

22. If, in the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right (unless doing so would be prohibited by any law including the consumer guarantees set out in the Consumer Guarantees) to cancel, terminate, modify or suspend the Promotion subject to any written directions from the Victorian Commission for Gambling and Liquor Regulation.

23. Decisions of the venue management or of the Promoter are final. No correspondence will be entered into. To the extent that a situation or 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 make a decision regarding such situation or issue in its sole and absolute discretion and such decision will be final and binding.

24. Each Entrant consents to the Promoter using (or permitting authorised third parties to use) the Entrant’s name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.

25. The Promoter will collect, use and disclose the Entrant’s Personal Information (as defined under the Privacy Act 1988 (Cth) in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services. The Entrant’s Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Entrant (if any) and in accordance with the relevant privacy
policy of the Promoter. If an Entrant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Entrant to participate in the Promotion.

26. By entering the Promotion, the Entrant consents to the Promoter: (a) collecting and using the Entrant’s Personal Information in relation to the purposes referred to above; and (b) where considered necessary by the Promoter, disclosing the Entrant’s Personal Information to third parties, including, but not limited to, Prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct their Personal Information to the Promoter using the contact details set out below. All entries become the property of the Promoter.

27. Except for any implied condition or warranty (including any applicable Consumer Guarantee) the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (“Non Excludable Condition”), the Promoter excludes from these Terms and Conditions all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees, contractors and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss, damage, cost, expense, damage or claim suffered, sustained or incurred (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising either directly or indirectly out of or in connection with the Promotion or the Prize, including (without limitation) 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 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 implications; (f) the cancellation or postponement of an event which constitutes the prize; and/or (g) the Prize or use of the Prize.

28. The Promoter is not responsible for lost, late, damaged, misdirected, incomplete or ineligible entries.

29. All Prize values are in Australian dollars.

30. Any further enquiries should be directed to the Promoter.

31. The laws of the state of Victoria govern the Promotion.

32. The venue at which the Promotion is being held is Yarra Valley Country Club, 9 – 15 Templestowe Road, Bulleen, 3105 (the “Club”) and the promoter is Yarra Valley Country Club Inc (trading as the Yarra Valley Country Club) of ABN: 43 629 408 574 (“Promoter”).