

## ~The Club at Parkwood Promotion Terms & Conditions ("Conditions of Entry")

<b>Promotion</b>	Hamilton Island Giveaway
<b>Promoter</b>	The Club at Parkwood of 76-122 Napper Road, Parkwood
<b>Promotional Period</b>	Start Date: Monday 1 <sup>st</sup> April 2024
	End Date: Sunday 30 <sup>th</sup> June
	Date of Draw(s): Monday 1 <sup>st</sup> July 2024
<b>Eligible Participants</b>	<ul style="list-style-type: none"> <li>• Entry is open to <b>Financial Members of The Club at Parkwood</b> aged 18+.</li> <li>• Employees of the Promoter and its related bodies corporate and their immediate families and any of the Promoter's contractors associated with this Promotion and their immediate families are not eligible to participate in this Promotion.</li> <li>• Directors of The Club at Parkwood and their spouses shall be eligible to enter.</li> <li>• Excluded Persons are not eligible to participate in this Promotion. "<b>Excluded Persons</b>" means any person identified as: <ul style="list-style-type: none"> <li>○ a minor;</li> <li>○ a problem gambler;</li> <li>○ a person who has previously engaged in fraudulent behavior (with respect to the Promoter or otherwise);</li> <li>○ a self-excluded patron;</li> <li>○ an involuntarily excluded patron; and</li> <li>○ a customer who has previously been excluded from promotions (including promo offers) conducted by the Promoter.</li> </ul> </li> <li>• If a person is identified as an Excluded Person, the Promoter reserves the right to refuse to allow the person to take part in the Promotion, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.</li> <li>• Members may only enter with one eligible financial Membership. E.G., a golfing member cannot hold an additional Titan's or Social Membership to gain additional entries.</li> </ul>
<b>How to enter</b>	<p>Eligible Participants who satisfy the following criteria (each, an "<b>Eligible Entrant</b>") will earn virtual tickets in virtual draw: The Promotion is a Club wide activation with the following POS purchases allowing entry into the barrel:</p> <ol style="list-style-type: none"> <li>1) Book an event with a value of \$1000 or more to be hosted prior to 31<sup>st</sup> October 2024 <ul style="list-style-type: none"> <li>- Book your event between 1/4/24-30/6/26 to enter the draw.</li> <li>- Entry holder must hold a current financial membership.</li> <li>- Book an event in private event space, or in one of our bistro areas to earn tickets.</li> <li>- Every \$1000 pre-paid spend will earn 1 x entry.</li> <li>- Spend \$1000 = 1 entry</li> <li>- Spend \$4500 = 4 entries</li> <li>- A deposit of no less than \$600 must be paid to enter.</li> <li>- Cancelled events will not be eligible to enter this draw.</li> <li>- If the winner cancels their event, they will forfeit their prize. In such a case, a redraw will be conducted, and the new winner will be notified.</li> </ul> </li>   <li>2) Book a corporate golf day with a value of \$1000 or more to be hosted prior to 31<sup>st</sup> October 2024 <ul style="list-style-type: none"> <li>- Book your event between 1/4/24-30/6/26 to enter the draw.</li> <li>- Entry holder must hold a current financial membership.</li> <li>- Book a corporate golf day at the venue to enter the draw.</li> <li>- Every \$1000 pre-paid spend will earn 1 x entry.</li> <li>- Spend \$1000 = 1 entry</li> <li>- Spend \$4500 = 4 entries</li> <li>- A deposit of no less than \$600 must be paid to enter.</li> <li>- Cancelled events will not be eligible to enter this draw.</li> <li>- If the winner cancels their event, they will forfeit their prize. In such a case, a redraw will be conducted, and the new winner will be notified.</li> </ul> </li> </ol> <p>Sign up for a 100 Club membership at The Club at Parkwood Village</p> <ul style="list-style-type: none"> <li>- Sign up for a 100 Club membership between 1/4/24-30/6/26 to enter the draw.</li> <li>- Ticket holder must hold a current financial membership.</li> <li>- Memberships must be paid in full and not direct debit.</li> <li>- Every \$1000 pre-paid spend will earn 1 x entry.</li> <li>- One 100 Club membership the value of \$3,495 = 3 entries.</li> </ul>
<b>Number of entries</b>	Eligible Participants may enter the Promotion <b>unlimited</b> times.

<b>Conduct of Prize Draw</b>	<ul style="list-style-type: none"> <li>All Eligible Entrants will be placed into a competition, to be conducted at the applicable time specified in 'Key Dates' below at The Club at Parkwood</li> <li>The Eligible Entrant/s drawn will be the winner/s ("<b>Winner/s</b>").</li> <li>When conducting the prize draw, the Promoter may also be required to do redraws.</li> <li>A time limit will be set by the promoter, for the member to claim their prize(s)</li> <li>Members must produce a financial membership card supported by 100 points of ID to claim the prize.</li> <li>Draws are done at the following day: <ul style="list-style-type: none"> <li>Monday 1<sup>st</sup> of July.</li> </ul> </li> </ul>
<b>Prize</b>	<ul style="list-style-type: none"> <li>One winner will win a prize as set out below.</li> </ul>
<b>Prize Description</b>	<b>Conditions</b>
Major Draw – to be drawn at the conclusion of the event <ul style="list-style-type: none"> <li>3 days and 2 nights at the Reef View hotel for 4 with breakfast included</li> <li>Flight voucher</li> <li>Club Car hire for the Island for 3 days</li> <li>18 holes of golf with cart for 4 guests</li> </ul>	<ul style="list-style-type: none"> <li><b>Winner/s</b> do not need to be present in the venue at time of draw.</li> <li>Bookings of this experience are subject to availability</li> <li>The Club at Parkwood take no responsibility for canceled flight, availability of bookings at the associated establishments</li> <li>Flight voucher has been provided, however depending on flight costs the winner may have to pay additional to travel fees.</li> <li>The Club at Parkwood shall not be responsible for any loss or damages incurred during the course of the trip.</li> </ul>
<b>Notification of prize winners</b>	<ul style="list-style-type: none"> <li><b>Winner/s</b> will be contacted after the draw via phone and email.</li> <li><b>Winner/s</b> Will have 2 weeks to claim the prize, otherwise there will be a re-draw.</li> </ul>
<b>Key Dates &amp; Times</b>	<ul style="list-style-type: none"> <li><b>Promotion dates – 1<sup>st</sup> April 2024 – 30<sup>th</sup> June 2024</b></li> <li><b>Event Must be booked to be held on a date between 1<sup>st</sup> April 2024 – 31<sup>st</sup> October 2024</b></li> </ul> <p><i>The Club reserves the right to postpone the Draw time if there are any unforeseen circumstances. This may be due to but not limited to weather, power, or technical difficulties during the drawing process.</i></p>

## General Terms and Conditions

Any person entering this promotion ("**you**") acknowledges and agrees that you have read these Conditions of Entry and that by entering the Promotion you are deemed to have accepted these Conditions of Entry.

### 1. Taxes

Any taxes which may be payable as a consequence of the Winner or Unclaimed Prize Winner receiving the Prize are the sole responsibility of the Winner/Unclaimed Prize Winner. The Promoter encourages the Winner to seek independent financial and tax advice.

### 2. Exclusion of Liability

- Whilst the Promoter will use all reasonable endeavors to arrange the delivery of the Prize, by entering this Promotion, a Winner/Unclaimed Prize Winner acknowledges that circumstances beyond the control of the Promoter may prevent the delivery of the Prize (including the failure by the Winner/Unclaimed Prize Winner to notify the Promoter of any change to their delivery details). In such circumstances where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed by the Winner's negligence, fraud or misconduct, the Promoter may (if circumstances permit) re-deliver the Prize to the Winner.
- To the extent permitted by law, the Promoter is not liable for any loss, including, but not limited to, direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission, deliberate or negligent, by the Promoter or their servants or agents, in connection with this Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to a Winner or Unclaimed Prize Winner.
- Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that you might have that are not able to be excluded under applicable Australian consumer protection laws.

### 3. Use of Personal Information / Marketing

- The Promoter complies with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- Any entries become the property of the Promoter. Any information provided will be used by the Promoter for the purpose of conducting this Promotion.
- The Promoter may disclose your personal information to its contractors and agents to assist in conducting this Promotion or communicating with you.
- By entering the Promotion, you consent to your personal information being collected, used and disclosed by the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion, and business partners for any promotional activities, including your personal participation in reasonable promotional activities as requested by the Promoter, and any marketing and publicity purposes without any further reference, payment or other compensation to you.

- e. Your consent includes authorising the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send you future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- f. You consent to the notification of your personal information to any relevant regulator or state or territory department where required by law to do so. Your personal information may be disclosed to State and Territory lottery departments and Winner's names published as required under the relevant lottery legislation. The Promoter will use reasonable endeavours to provide you reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation. A request to access, update or correct any personal information should be directed to the Promoter.
- g. You consent to the publication of their name and suburb of residence (however their full address will not be published) and agree to participate in reasonable Promotion activities as requested by the Promoter without any further payment or compensation.
- h. You understand and accept the Promoter's Privacy Policy located on at the venue.

#### 4. General

- a. The Promoter, its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:
  - i. any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
  - ii. any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by the Prize or resulting from acceptance, possession, use, or misuse of the Prize, or from participation in the Promotion
  - iii. any printing or typographical errors in any materials associated with the Promotion.
- b. The Promoter reserves the right to:
  - i. conduct a review of publicly available information and other information available to the Promoter in relation to the Winner, Unclaimed Prize Winner and, if applicable, their guest/s (which may include politically exposed person, public record, social media, adverse media and other background checks) for the purpose of assessing the honesty and integrity of the relevant Winner, Unclaimed Prize Winner and, if applicable, their guest/s;
  - ii. in its sole and unfettered discretion, disqualify a Winner and/or Unclaimed Prize Winner or, if applicable, require a Winner and/or Unclaimed Prize Winner to select an alternative guest, where any check referred to in paragraph 4(b)(i) returns an adverse outcome;"
  - iii. cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention, or other causes beyond the reasonable control of the Promoter;
  - iv. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
  - v. disqualify any Eligible Participant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;
  - vi. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
  - vii. cancel, terminate, modify or suspend the Promotion at their discretion at any time, with or without warning;
  - viii. request a Winner or Unclaimed Prize Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.
- c. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, systems failures, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoter may in its absolute discretion cancel the Promotion or part of the Promotion and recommence it from the start on the same conditions subject to Australian law.
- d. By entering this Promotion, you acknowledge that it is a condition of accepting the Prize that they may be required to sign a legal release in a form reasonably determined by the Promoter.
- e. 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 will make a decision regarding such situation. You will have the right to request an internal review of the Promoter's decision. Subject to any regulatory direction to the contrary, the decision of the internal review will be final and binding.
- f. In the event that a Winner or Unclaimed Prize Winner is identified as being in breach of these Terms and Conditions (the "Refused Winner"), the Promoter reserves the right to refuse to allow the Winner to take part in, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.