

# Mingara Recreation Club Ltd

## Mingara's Members' Jackpot



MINGARA  
Life's Great!

### Terms & Conditions Effective Monday 3 September 2018

#### TERMS AND CONDITIONS APPLICABLE TO *MINGARA'S MEMBERS' JACKPOT PROMOTION*:

1. The promotion is authorised under NSW Permit No: LTPS/18/27745
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3. The Promoter is Mingara Recreation Club Ltd ABN 81 001 662 648.
4. The Members' Jackpot promotion is only open to financial current Ordinary, Special, Life and Provisional members of Mingara Recreation Club (the Club). However, the promotion is not open to any member whilst their membership is suspended.
5. The Ebet Random Draw System will be used to select membership numbers from the membership database. The Random Draw System forms part of the Netcash CCCE SQL system, a device approved by the Office of Liquor Gaming and Racing. All membership numbers produced by the Random Draw System will be verified against the Club's current membership database to determine the eligibility of the number drawn.

#### Weekly Draws

6. Weekly draws will commence on Monday 3 September 2018 and run each Monday and Thursday until the last draw on Thursday 15 August 2019 unless won earlier in which case this promotion ceases.
7. Members are automatically entered into the promotion by being a qualifying member in one of the above membership categories.
8. The initial startup prize for the first draw in the first week of the promotion will be \$1,000.
9. One membership number will be drawn from the membership database at 6.30pm each Monday and Thursday during the promotion period. That membership number and corresponding member's name will be announced via the Club's PA system.
10. To claim the prize the member must be on the Clubs licensed premises<sup>1</sup>, when the first announcement is made using the clubs PA system, and present themselves at the area designated for the conduct of this promotion within 4 minutes of their name being called to claim the prize, otherwise the announced member is not entitled to the prize and the prize is not awarded.
11. A member who enters the Clubs licensed premises after the first announcement of the member name and membership number has been made is not eligible to claim the prize.
12. If not duly claimed at the 6.30pm draw on either of the draw nights, a second draw will be conducted at 8.00pm on each of the weekly draw nights. The prize for the 8.00pm draw on any night will remain at the amount which was available at that night's 6.30pm draw. If the prize remains unclaimed after the 8.00pm draw, the prize will jackpot by \$1,000 to the next 6.30pm draw. The 8.00pm draw will otherwise operate in the same way as the 6.30pm draw.

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<sup>1</sup> The Club's licensed premises are as determined by the Club in its discretion and comprise the licensed club building and designated outdoor areas (namely the northern outdoor area, gaming terrace and Legends outdoor areas). The Club's car park, Club covered entry, Mingara One Fitness, Mingara Aquatics, Business Partner Precinct (Black Belt Martial Arts, Sapphire Hair Design, Diamond Beauty, 6S Health and Mingara Post Office), Bowling Greens and Athletics Track are not considered to form part of the Club's licensed premises for the purposes of Club promotions.

13. If a member presents themselves at any weekly draw and are in compliance with the conditions of the permit, the member will win the jackpot prize amount.

### **Guaranteed \$100,000 Final Draw Prize**

14. If a weekly prize has not been already won before or at the 15 August 2019 draw, further weekly draws will cease and the final guaranteed draw will be conducted on Sunday 25 August 2019 at which the Guaranteed Final Draw prize of \$100,000 must be won.
15. To participate in the final guaranteed prize draw, members are required to swipe their eligible Mingara membership card at one of the Membership Reward Kiosks located in the Club.
16. Member registration starts at 3.00pm on the day of the draw and concludes at 7.30pm that day. The club is not obliged to delay drawing the guaranteed prize because of any delays in or unavailability of registration. A member wishing to be sure of registration should seek to register earlier in the registration period to reduce the risk of being excluded because of registration delays.
17. At or close to 8.30pm on the day of the draw, one membership number from those registered between 3pm and 7.30pm will be randomly selected using Ebet EPS Draw System that forms part of the The Random Draw System (Netcash CCCE SQL system, a device approved by the Office of Liquor Gaming and Racing).
18. To claim the prize the member must be on the Clubs licensed premises<sup>2</sup>, when the first announcement is made using the clubs PA system, and present themselves at the area designated for the conduct of this promotion within 4 minutes of their name being called to claim the prize, otherwise the announced member is not entitled to the prize and the prize is not awarded
19. A member who enters the Clubs licensed premises after the first announcement of the member name and membership number has been made is not eligible to claim the prize.
20. In the event that the announced member does not claim the prize within the 4 minutes of their name being called, a redraw will take place. The process will be repeated until the prize is duly claimed and awarded. The club in its discretion may adjourn the process to continue another day and time, if the prize is not duly claimed by 12.00 midnight.
21. The club determines the designated clock from which draws are timed.
22. Information on how to enter forms part of the promotion conditions.
23. In the event that the winning member claims their prize after 10pm, no cash prize will be awarded on the night. The winning member will receive the entire prize amount by club cheque made available for collection at the club's premises by the member within 3 business days after the draw.

### **Proof of qualification and payment of prizes**

24. A member claiming a prize must identify themselves and prove their identity and eligibility to the reasonable satisfaction of the Club, in order for a prize to be awarded to them. A member may only claim a prize by presenting themselves personally at the designated promotion stand.
25. Prizes up to \$2,000 will be paid in cash within 1 hour of the prize being awarded. Any balance will be paid by Club cheque made available for collection at the Club's premises by the member within 3 business days after the draw. The Club may require the member to provide documentary proof of identity to the Club's reasonable satisfaction before handing over a cheque.

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<sup>2</sup> The Club's licensed premises are as determined by the Club in its discretion and comprise the licensed club building and designated outdoor areas (namely the northern outdoor area, gaming terrace and Legends outdoor areas). The Club's car park, Club covered entry, Mingara One Fitness, Mingara Aquatics, Business Partner Precinct (Black Belt Martial Arts, Sapphire Hair Design, Diamond Beauty, 6S Health and Mingara Post Office), Bowling Greens and Athletics Track are not considered to form part of the Club's licensed premises for the purposes of Club promotions.

## GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CLUB PROMOTIONS

26. The following persons are not eligible to participate in the promotion or win.
  - (a) [*Club officers; executives and families; other employees*] - Club directors or auditors; Club executives (and the immediate family of any executive); other Club employees;
  - (b) [*Contractors directly involved in the promotion, and families*] - Officers and employees of suppliers or contractors to the Club, who are directly involved in any aspect of the promotion (and the immediate family of any of them);
  - (c) [*People who work on the Club's premises*]  
Persons whose usual place of work is within premises owned or leased by the Club, who are employed by any of the licensees or lessees of the Club;
  - (d) [*People working at the Club at the time*]  
Persons employed by any other supplier or contractor of the Club who at or about the time of a particular draw, are on the Club's premises in that capacity as such an employee.
27. Information on how to enter forms part of the promotion conditions.
28. The Club may require a winner to sign a legal acknowledgment, release and receipt in conformity with these conditions and in a form reasonably required by the Club, in order to be paid a prize.
29. The Club in its reasonable discretion may (but is not obliged to) cancel, suspend, terminate, modify or adjourn the promotion or any or all draws, where circumstances unexpected by the Club arise in relation to the promotion or a draw. Unexpected circumstances could include (but are not limited to) technical difficulties, power outages, infection by computer virus, computer bug, tampering, unauthorised intervention, fraud, technical failures or errors, and any other unexpected circumstance beyond the reasonable control of the Club which corrupts or affects the administration, security, fairness, integrity or proper conduct as planned of the promotion. The Club's rights are subject to any direction given under any relevant legislation or in connection with any permit under which the promotion is conducted.
30. The Club's decisions in relation to the promotion may be made by the Club's CEO or his delegate or delegates from time to time (who may but need not be a Club executive), including decisions in relation to the appointment of a judge or judges in relation to the promotion or a particular draw or draws. The Club's CEO also may (but is not obliged to) appoint one or more scrutineers for a particular draw or draws or all draws. Decisions by the Club's CEO, and subject to any countermanding decision by the Club's CEO also decisions by any such delegate or judge, are final. No such decision requires any consultation. No correspondence will be entered into in relation to any such decision.
31. The Club is not responsible for, and is not obliged to delay a draw because of, any delay or impediment in connection with the admission of members or registration for a draw. Further, the Club is not responsible for members being located in areas within the Club's premises in which PA announcements are not able to be heard, nor for the audible integrity of the PA announcements anywhere on the Club's premises.
32. A prize will not be awarded or paid where in the Club's reasonable opinion it arises as a result of a machine or other technical malfunction.
33. The Club has no liability for acting on or promulgating any incorrect or inaccurate information, due to any error to any equipment or programming associated with or utilised in the promotion or any technical error or error by any third party.
34. Where the Club's decision is that a person claiming a prize is not eligible to participate or has not qualified to win the prize or, on the basis of these conditions, is not entitled to the award of a prize, then in the case of a weekly draw, the Club is entitled not to award the prize and the prize may remain at the same amount for another scheduled draw on that night, or it may jackpot as specified elsewhere in these conditions.
35. Prizes are strictly not transferable or negotiable.

36. The collection, use and disclosure of personal information provided to the Club in the course of the promotion is subject to these conditions and is otherwise governed by the Club's Privacy Policy. Please ask for a copy of that Policy if you are not aware of its contents. Members not wishing to participate in automatic draws should notify the Club's CEO's office in writing as soon as possible.
37. If the Club in good faith awards or pays a prize to someone appearing to the Club to be the prizewinner, then to the maximum extent permitted by law that award or payment fully discharges the Club from all liability to the actual prizewinner in relation to that prize.
38. Tax and financial implications may arise from winning a prize and winners should seek independent tax and financial advice before accepting. The Club is not responsible for any such advice.
39. No member is required to participate. Participation in the promotion is solely at the option of individual members. Members should not participate unless they are satisfied that they completely understand the way in which the promotion operates and these conditions. Members not wishing to participate in automatic draws should notify the Club's CEO's office in writing as soon as possible.
40. These conditions cannot be varied for an individual member.
41. The Club determines the designated clock from which draws are timed.
42. A person by claiming or accepting a prize agrees that the Club may use their name, suburb, photograph, image and likeness for the purpose of promoting the Club and agrees to co-operate with the Club to allow their photo to be taken for those purposes.
43. Neither the Club nor any of its officers, employees, contractors or agents, has any liability for any loss or damage of any nature or for injury or death, sustained in connection with the promotion or any prize, except any minimum liability which cannot be excluded by law (if any).
44. Members will be notified of this promotion through advertising in the Club's members' magazine, and/or posters and flyers displayed within the Club's premises, PA announcements, or by other means at the Club's discretion. All advertising material will contain the approved Permit Number.