

## Mingara Recreation Club Ltd - Mingara's Lucky 7's Promotion Terms and Conditions Effective Friday 18 January 2019



### TERMS AND CONDITIONS APPLICABLE TO THE Mingara's Lucky 7's Promotion:

The promotion name is Mingara's Lucky 7's Promotion. The promotion is authorised under NSW Permit No LTPS/19/31374

1. The Promoter is Mingara Recreation Club Ltd ABN 81 001 662 648.
2. Mingara's Lucky 7's Promotion is only open to current financial Ordinary, Special, and Life members of Mingara Recreation Club, Tumbi Umbi (*the Club*) only. However, the Promotion is not open to any member whilst their membership is suspended or during periods of partial or full self-exclusion. In addition Provisional members can accrue but not redeem tickets until such time as their membership application has been approved in the usual manner by the Club's Board.

### Promotional Period

3. The promotional period commences on and from 08:00 hours Sunday 20 January 2019 and concludes with the Guaranteed Final Draw on Friday 19 July 2019, or earlier if Grand Jackpot Prize is claimed. There will be a maximum of Fifty (50) Session Draws and One (1) Guaranteed Final Draw as stated in these conditions.

### Session Draw Promotion Entry Entitlements

4. A member is entitled to one (1) ticket in the Promotion for each one hundred (100) Reward Points which the member spends with the Club or with any participating outlet on the Club's premises.
5. A member is also entitled to one (1) ticket in the promotion by swiping their membership card at any of the Membership Kiosks located throughout the Club's premises. A member is only entitled to one (1) such ticket each day (00:00 hours to 23:59 hours).
6. A member may also be allocated bonus tickets, up to one hundred (100) tickets per occurrence, throughout the promotional period by participating in digital and in store promotions. These include but are not limited to attendance at shows and events, the completion of online competitions and surveys and random swipe bonuses issued through the Mingara Membership Kiosks.
7. Multiple tickets are permissible.
8. A member entitled to a ticket (s) in the Promotion in the circumstances outlined, must initiate the redemption of tickets into entries to be eligible into the promotion session and guaranteed final draw. A member can only initiate the printing of a voucher at one of the Membership Kiosks within the Club's premises. On each occasion, the voucher issued will reflect entry/entries to which the member has become entitled since last initiating redemption into the draw. This voucher will show the member's number of entries have been recorded and acknowledged. However, the binding evidence of an entry is the database record in the Club's relevant computer system, and not any printed voucher.
9. Members' redeemed entries are only valid for one session draw.
10. Rights of entry into the Promotion can only be acquired and exercised during the promotion period as stated under the Promotion Period.

### Session Draw Details and Procedures

11. Session draws will commence on Sunday 20 January 2019 and run each Wednesday and Sunday until the last session draw on Wednesday 10 July 2019 unless the Grand Jackpot Prize is claimed in an earlier draw in which case the promotion ceases.
12. There will be a maximum of fifty (50) session draws and if required, one (1) final draw as stated in these conditions.
13. There will be five (5) winners each session draw, a single member maybe be the holder of multiple drawn entries.
14. For any session draw, rights of entry cease to accrue from 07:00 hours on the day of the draw.
15. Members must initiate entry / entries by no later than 19:00 hours on the day of the draw.
16. For each session draw, at approximately 19:30 hours, five (5) numbers and corresponding member names will be drawn one by one from the Club's eBet computer system. As each member's name is drawn it will be announced via the Club's PA system. The member must be on the Clubs licensed premises<sup>i</sup> at the time of the first announcement of the member name and membership number has been made to be eligible to claim the prize.
17. The announced member must present themselves at the designated promotional display within the Club's premises within four (4) minutes of their name being called to claim a prize in the draw; otherwise the announced member is not entitled to a prize. In that case, a redraw will take place. This process will be repeated until the announced holders of the five (5) drawn entry holders have duly presented themselves and been acknowledged. The Club in its discretion may adjourn the process to continue at the next session draw date, if all prizes are not duly claimed by 22:00 hours. In the event prizes are not claimed at the final session draw being (Wednesday 10 July 2019) then the draw will continue until all prizes are claimed. Although five (5) winners will be drawn, a single member may be the holder of multiple drawn entries.
18. For each session draw the winners will spin a promotional wheel to determine their prize. There are fifty (50) wedges on the wheel, containing;
  - 1 x Grand Jackpot Prize (accumulating prize, starting at \$1000)
  - 1 x Major Jackpot Prize (\$500)
  - 2 x Maxi Jackpot Prizes (\$250)
  - 4 x Minor Jackpot Prizes (\$125)
  - 18 x Mini Jackpot Prizes (\$50)
  - 16 x Mini Jackpot Prizes (\$50) + 77 tickets allocated into the promotion
  - 8 x Mini Jackpot Prizes (\$50) or Re-spin
19. For the spin to be valid it must complete two (2) x 360 degree revolutions and land completely on a prize amount, if a spin does not make two (2) complete revolutions of the wheel or lands in between (2) two amounts on a spoke the spin will be void and needs to be re spun.
20. The Grand Jackpot Prize starts at \$1000 on session draw one (1) and increases each session draw by \$500 until the Grand Jackpot Prize is claimed. Where the Grand Jackpot remains unclaimed at the end of the fifty (50) sessions, and the jackpot has reached \$25,000, the Guaranteed Final Draw is activated and session draws cease.
21. Once the Grand Jackpot Prize has been claimed, the Jackpot will re-set to \$500 for the remaining draws in that session. Once the session has concluded, the promotion will cease.

#### **Guaranteed Final Draw Promotional Details**

22. The guaranteed final draw promotion will only activate if Grand Jackpot Prize has not been claimed during one (1) of the fifty (50) session draws. If required the final draw will take place on 19 July 2019.

23. Draws will take place from 20:00 on Friday 19 July 2019 until the Grand Jackpot Prize is claimed.
24. There will be one (1) Grand Jackpot Prize winner at the guaranteed final draw.

#### **Guaranteed Final Draw Promotion Entry Entitlements**

25. A member will be allocated all of their redeemed session draw entries used during the promotional period, for use, exclusively in the Guaranteed Final Draw.
26. No other tickets will be allocated for the Guaranteed Final Draw. Guaranteed final draw ticket allocations are not transferable.
27. Guaranteed final draw ticket allocations will be placed on member ticket promotions accounts seven (7) days prior to the guaranteed final draw and can only be redeemed for use in Guaranteed Final Draw.
28. Any unused final draw ticket allocations will expire at 19:00 on Friday 19 July 2019.
29. Multiple entries are permissible.
30. A member entitled to a guaranteed final draw ticket in the Promotion in the circumstances outlined, must initiate the redemption of an entry / entries to complete their place in the promotion. A member can only initiate the printing of an entry voucher at one of the Membership Kiosks within the Club's premises. On each occasion the voucher which issues will reflect any entry (and all of the entries, if more than one) to which the member has become entitled since last initiating a voucher. A voucher shows the member's entry or entries (as the case may be), are recorded and acknowledged. However, the binding evidence of an entry is the database machine record in the Club's relevant computer system, and not any printed voucher.
31. Rights of entry into the Promotion can only be acquired and exercised during the promotion period for the guaranteed final draw.

#### **Guaranteed Final Draw Details and Procedures**

32. At the guaranteed final draw commencing at approximately 20:00 hours, one (1) number and corresponding member name will be drawn from the Club's eBet computer system. The member name drawn will be announced via the Club's PA system. The member must be on the Club's Licensed premises<sup>ii</sup> at the time of the first announcement of the member name and membership number has been made to be eligible to claim the prize.
33. The announced member must present themselves at the designated Promotional Display within the Club's premises within four (4) minutes of their name being called to claim a prize in the Draw; otherwise the announced member is not entitled to a prize. In that case, a redraw will take place. This process will be repeated until the announced holder of the drawn entry has duly presented themselves and been acknowledged.
34. The announced winner will spin the promotional wheel. There are fifty (50) wedges on the wheel, containing;
  - 4 x Grand Jackpot Prize (accumulated prize, \$25,000)
  - 46 x Mini Jackpot Prizes (\$50)
35. If the Grand Jackpot Prize is not claimed, an additional Grand Jackpot Prize wedge will be added to the promotional wheel replacing a Mini Jackpot Prize Wedge and another winner will be drawn and announced in accordance with Guaranteed Final Draw conditions. Draws will take place approximately every five (5) minutes. This process will continue until the Grand Jackpot Prize is claimed.
36. Once the Grand Jackpot Prize has been claimed, the promotion ceases.

37. For the spin to be valid it must complete two (2) x 360 degree revolutions and land completely on a prize amount, if a spin does not make two (2) complete revolutions of the wheel or lands in between two (2) amounts on a spoke the spin will be void and needs to be re spun.
38. The Club in its discretion may adjourn the process to continue at another advertised day and time, if all prizes are not duly claimed by 23:00 hours. This is subject to approval by NSW Office of Liquor, Gaming and Racing.

#### **Maximum Promotion Prize Values for Session Draws and Guaranteed Final Draw**

39. Across the promotional period there may be up to two hundred and fifty (250) session winners and one (1) Grand Jackpot Prize winner.
40. It is estimated that the maximum promotional prize value for this promotion is \$48,550, as shown below;
  - 250 x Individual Session Winners at \$85 (average spin) = \$21,250
  - 1 x Grand Jackpot (at its maximum unless claimed earlier) = \$25,000
  - 46 x Final Draw mini jackpot prizes (at its maximum unless Grand Jackpot prize claimed earlier) at \$50 = \$2300

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

41. A member claiming a prize must identify themselves and prove their identity and eligibility to the reasonable satisfaction of the Club, in order to participate or for a prize to be awarded to them.
42. There will be no cash prize issued after 22:00 hours. Where the prize is won after 22:00 hours, the member will be issued the full amount of the prize by cheque; no part-cash will be given.
43. If proposed prize money is greater than \$2000 the prize winner must be paid the amount exceeding \$2000 by a crossed cheque made out to the winner (or by EFT if the winner so requests). The full prize amount can be paid in this manner, if desired.

#### **GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL CLUB PROMOTIONS**

44. 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 including the Club's onsite Business Partners*]  
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.
45. Information on how to enter forms part of the promotion conditions.
46. 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
47. 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.

48. 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 or any or all processes for the selection of any winner, 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.
49. 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 or his delegate or delegates also may (but is not obliged to) appoint one or more scrutineers for a particular draw or draws or all draws or a prize process or all prize processes. 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.
50. Members wishing to be sure of entry should seek to complete transactions and to initiate ticket printing early, to reduce the risk of being excluded because of any shortage of service points or because of delay or crowding.
51. The Club is not responsible for, and is not obliged to delay a draw or a process of selecting a winner because of any delay or impediment in connection with the admission of members or in the completion of entries to the promotion or in seeking to attend any draw or to attend the process of selecting a winner.
52. 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 those announcements.
53. 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.
54. 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.
55. Prizes are strictly not transferable or negotiable.
56. 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.
57. If the Club in good faith awards or pays a prize to someone appearing to the Club to be the prize winner, then to the maximum extent permitted by law that award or payment fully discharges the Club from all liability to the actual prize winner in relation to that prize.
58. 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.
59. 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.
60. These conditions cannot be varied for an individual member.
61. The Club determines the designated clock from which draws are timed.

62. 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.
63. 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).
64. 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.

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