Mingara Recreation Club Ltd
Mingara's Great Car and Cash Giveaway
Terms and Conditions Effective Monday 27 May 2019

TERMS AND CONDITIONS APPLICABLE TO THE Mingara's Great Car and Cash Giveaway:

The promotion name is Mingara's Great Car and Cash Giveaway. The promotion is authorised under NSW Permit No LTPS/19/34115

1. The Promoter is Mingara Recreation Club Ltd ABN 81 001 662 648.

2. The Promotion will take place at Mingara Recreation Club, details being;
   - Location - 12-14 Mingara Drive, Tumbi Umbi New South Wales 2261.
   - Contact Phone Number – 02 4349 7799
   - Website – www.mingara.com.au

3. Mingara's Great Car and Cash Giveaway 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. To enter this promotion members must be 18 years and older.

4. Important conditions apply on the Bonus Prize see clauses 36 to 41 for further details. At each weekly draw one (1) chance at claiming the Bonus Prize is made available but this chance may not be claimed.

Promotional Period

5. The promotional period commences on and from 08:00 hours Monday 27 May 2019 and concludes with the last Major Draw on Sunday 31 May 2020.

6. There will be One Hundred and Five (105) Weekly Minor Draws, Twelve (12) Second Chance Draws, and Twelve (12) Monthly Draws as stated in these conditions.

Promotion Entry Entitlements

7. 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 licensed premises.

8. 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).

9. 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.

10. Multiple tickets are permissible.

11. 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 minor, second chance and monthly draws. 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.

12. Rights of entry into the Promotion can only be acquired and exercised during the promotion period as stated under the Promotion Period.

13. Unused tickets will expire after six (6) months of being earnt.

Minor Draw Details and Procedures

14. There will be One Hundred and Five (105) Minor Draws, commencing on Sunday 2 June 2019, continuing every Wednesday and Sunday until the last minor draw on Sunday 31 May 2020.

15. Rights of entry for any minor draw cease to accrue from 07:00 hours on the day of the Draw.

16. Members must initiate entry/ies no later than 19:00 on the day of the draw.

17. For each minor draw, commencing from 19:30 hours, five (5) ticket numbers and corresponding member names will be drawn one (1) at a time by and from the Club's eBet and/or BSG computer systems. As each member's name is drawn it will be announced via the Club's PA system.

18. The member must be on the Clubs licensed premises[i] at the time of the first announcement of the member name and membership number has been made to be eligible to claim the prize.

19. The announced member must present themselves at the designated promotional stand within the Club's premises within 4 minutes of their name being called to claim a prize in the Minor 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 five (5) drawn tickets have duly presented themselves and been acknowledged. The Club in its discretion may adjourn the process to continue another time and day, if all prizes are not duly claimed by 23:00. Although five (5) numbers will be drawn, a single member may be the holder of multiple drawn entries.

20. For each Minor Draw the Club will choose a promotional theme that allows the holders of the five (5) Minor Draw winning tickets to randomly select one (1) prize from eight (8) available prizes. The prizes available at each minor draw are;
    - 1 x $500 Cash
    - 1 x $200 Cash
    - 2 x $150 Cash
    - 3 x $100 Cash
    - 1 x CHANCE to win the Bonus Prize

21. At the end of each minor draw, the three (3) unclaimed prizes will be revealed.

22. At each minor draw two (2) winners will also be selected at random to attend the next monthly major draw as a finalist. Selected minor draw winners need to carefully check the other requirements under these conditions if they wish to have a chance of claiming the Monthly Draw prize.

Second Chance Draws

23. The Second Chance draws will take place on the last Sunday of each month, namely 30 June 2019, 28 July 2019, 25 August 2019, 29 September 2019, 27 October 2019, 24 November 2019, 29 December 2019, 26 January 2020, 23 February 2020, 29 March 2020, 26 April 2020 and 31 May 2020.

24. All entries redeemed after the close of the previous Monthly Major Draw, through to the current Monthly Major Draw are eligible to participate in the Second Chance Draw.

25. On the day of the Second Chance draw commencing at approximately 20:00 five (5) entry numbers and corresponding member names will be drawn from the Club's eBet and/or BSG computer systems. As each member's name is drawn it will be announced via the Club's PA system.

26. The announced member must present themselves at the designated promotions stand within the Club's premises within four (4) minutes of their name being called to claim a prize of $50 cash and a place in the Monthly Major 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 five (5) second chance winners have duly presented themselves and been acknowledged. The Club in its discretion may adjourn the process to continue another time and day, if all prizes are not duly claimed by 23:00. A single member may be the holder of multiple drawn entries.

Monthly Major Draw

27. The Monthly Major Draws will take place on the last Sunday of each month, namely 30 June 2019, 28 July 2019, 25 August 2019, 29 September 2019, 27 October 2019, 24 November 2019, 29 December 2019, 26 January 2020, 23 February 2020, 29 March 2020, 26 April 2020 and 31 May 2020.

28. The Monthly Major Draw will occur directly after the Second Chance draw at approximately 20:20

29. The only entrants in a particular Monthly Major Draw are the finalists resulting from each of the weekly Minor Draws held since the last Monthly Major Draw, together with the days Second Chance Draw winners. A single member may be the holder of multiple drawn entries.

30. All Monthly Major Draw finalists must attend the designated promotional display between 19:00 and 19:45 on the day of the draw in order to confirm their attendance for the Monthly Major Draw and to claim their $50 prize.

31. Any eligible finalists who fails to present themselves to the club between 19:00 and 19:45 will be disqualified. In this case a redraw will occur as part of the second chance draws using the same format and will be repeated for each unclaimed finalist.

32. At approximately 20:20 on the day of the Monthly Major Draw, the name of each of the eligible finalists for that Draw will be announced via the Club's PA system. A finalist must then present themselves at the designated promotions stand within the Club's premises within 4 minutes of their name being called, in order to qualify to be eligible for the Prize. A finalist, who does not present themselves within that time and then stay to participate in the determination of the Monthly Major Prize winner, is disqualified from participating and is no longer eligible to win the Monthly Prize. In fairness to all who participate in the promotion, this rule will not be varied just because it may be impossible or personally inconvenient for a particular finalist to be present.

33. The Club in its discretion may adjourn the Monthly Major Draw announcements or prize process to another time and day, if in the reasonable opinion of the Club that is necessary because of any delay in completing the earlier Second Chance Draw.

34. From the finalists who are then present, the ultimate winner of the particular Monthly Major Prize will be determined by the finalists participating in a game of chance according to the promotional theme determined by the Club. The particular way in which the game of chance is to be conducted will be explained to the finalists collectively and over the Club's PA system to the audience. The game of chance will then proceed and the first winner will be declared the winner of the Monthly Prize.

35. The Monthly Major Prize in this promotion is $10,000 cash, $2,000 cash will be paid to the winner on the night, with the balance payable by Club cheque by 4pm on the Wednesday following the draw.

Bonus Prize Chance Draw

36. At each Weekly Draw one (1) of the eight (8) prizes available is a chance at the Bonus Prize. The Bonus Prize, is not a guaranteed prize as part of this promotion. The Bonus Prize will be on display at the promotional area, and full details of the Bonus Prize will be available at Mingara Welcome Desk and Mingara Website. The first Bonus Prize is a Car, MG Motor – MG3 Auto Excite, valued at $17,999. The prize includes; on road costs (CTP Insurance, Private Registration, Stamp Duty and GST). The winner is responsible for arranging their own comprehensive insurance. The prize is not transferable or redeemable for cash.

37. Subsequent bonus prizes are subject to vehicle availability and model changes.

38. If the announced member selects the one (1) prize stating BONUS CHANCE from eight (8) prizes available, the member will have the chance to Spin the Promotional Wheel for a 1 in 50 chance to win the prize as displayed.

39. There will are fifty (50) wedges on the wheel, containing the following prizes;

- 1 x Bonus Prize
- 1 x $500 Prize
- 2 x $200 Prize
- 4 x $150 Prize
- 42 x $100 Prize

40. For the spin to be valid it must complete three (3) x 360 degree revolutions and land completely on a prize, if a spin does not make three (3) complete revolutions of the wheel or lands in between two (2) prizes on a spoke the spin will be void and needs to be re spun.

41. 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 Weekly, Second Chance and Monthly Major Draws

42. It is estimated that the promotional prize value will be $243,365, as show below;

12 x Monthly Major Draw Winners at $10,000 = $120,000
60 x Second Chance Draw Consolation Prizes at $50 each = $3,000
210 x Monthly Major Draw Consolation Prizes at $50 each = $10,500
525 x Weekly Winners at $175 (average prize) = $91,875
1 x Bonus Prize (Estimated prize) = $17,990

Proof of qualification and payment of prizes

43. 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.

44. 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 or EFT payment; no part-cash will be given.

45. 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

46. 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.

47. Information on how to enter forms part of the promotion conditions.

48. 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, The Playhouse, Business Partner Precinct (Black Belt Martial Arts, Sapphire Hair Design, Diamond Beauty, 6S Health and Mingara Post Office), Mingara TAB Retail Outlet, Bowling Greens and Athletics Track are not considered to form part of the Club's licensed premises for the purposes of Club promotions

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. Prizes are strictly not transferable or negotiable.

58. 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.

59. 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.

60. 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.

61. 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.

62. These conditions cannot be varied for an individual member.

63. The Club determines the designated clock from which draws are timed.

64. 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.

65. 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).

66. Members will be notified of this promotion through advertising within the Clubs Premises including a promotional display, Website and other digital mediums, PA announcements, or by other means at the Club's discretion. All marketing material will contain the approved Permit Number.

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