

THE STAR
SYDNEY
Terms and Conditions

Schedule

Promotion	Night of Magic at The Star Promotion
Promoter	The Star Pty Limited "The Star Sydney" (ABN 25 060 510 410)
Promotional Period	Commences on Monday, 16 November 2020 at 10:00am Eastern Standard Time and concludes after the prize draw on Friday 27 th November 2020 at 10:00am Eastern Standard Time.
Eligible Entrants	<p>Participation in the Promotion is limited to persons who are, insofar as is the case for the duration of the Promotional Period:</p> <ul style="list-style-type: none"> a. aged 18 years of age or over; b. residents of NSW; c. not excluded from The Star Entertainment Group; d. not an Invalid Entrant; e. not Directors, officers, management and employees of any of The Star Entertainment Group of companies (including, without limitation, The Star Sydney), and their immediate families are not eligible to participate in the Promotion. <p>("Eligible Entrant/s").</p> <p>If an Eligible Entrant's membership status is cancelled during the Promotional Period so that he or she is no longer an Eligible Entrant, that person will no longer be eligible to enter or participate in the Promotion and will forfeit any entitlement to a prize (an "Invalid Entrant").</p>
Entry	<p>To participate in the Promotion, Eligible Entrants must fill out their details including full name and contact details on the online entry form available on Promoter's website https://www.star.com.au/sydney/whats-on/pippin/night-of-magic-competition</p> <p>During completion of the form, Eligible Entrants will be asked whether they agree to Promoter retaining their information for marketing purposes, however are not obligated to agree. For the avoidance of doubt, the Promoter will still be able to use the personal information that it collects from you for the purpose of administering this Promotion and accordance with clause 24 below.</p> <p>The Promoter reserves the right, at its sole and absolute discretion, to deem any irregular Entry, including the following ("Invalid Entry"):</p> <ul style="list-style-type: none"> a. An Entry from a person who is not an Eligible Entrant; b. An Entry that do not have the Eligible Entrant's full details on it; c. An Entry that are fraudulent or forged; and d. An Entry that appear to have been tampered. <p>T No Entry's will be accepted after Friday 27th November 2020 at 10:00am Eastern Standard Time.</p>

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Entry Limits	Eligible Entrants are limited to one (1) Entry per person during the Promotional Period provided that each Entry is in accordance with these Terms and conditions.
Prize Draw	<p>There will be a prize draw ("Prize Draw") at Friday 27th November at 10:30am</p> <p>Prize Draw will be held at Level 2, 60 Union Street Pyrmont at The Star Sydney ("Main Draw Location").</p> <p>Eligible Entrants are not required to be physically present at the Main Draw Location.</p> <p>At the Prize Draw, fifty (50) Entries will be randomly selected from the entrants ("Drawn Entry/ies") by a representative of Promoter. A representative of Promoter will review each Drawn Entry to confirm eligibility into the Promotion.</p> <p>If a Drawn Entry is deemed an Invalid Entrant or Invalid Entry, it will not be considered as a valid draw and an additional Entry will be drawn until a Drawn Entrant is not deemed to be an Invalid Entrant nor an Invalid Entry ("Prize Winner"). For the avoidance of doubt there will be a maximum fifty (50) Prize Winners in this Promotion.</p>
Notification of Winner/s	<p>A representative of the Promoter will use reasonable efforts to contact the Prize Winner within forty-eight (48) hours of the Prize Draw and organize prize collection.</p> <p>The Prize Winner must produce Valid ID that is valid and acceptable to the representative of the Promoter ("Prize Winner") in order to collect the prize. Valid ID means:</p> <ol style="list-style-type: none"> a. a passport, Australian driver's licence or other form of photographic identification in which the photograph is clear and undamaged and that is otherwise acceptable to The Star Sydney; or b. two forms of non-photographic identification that are valid and acceptable to The Star Sydney. <p>The Prize Winner will have seven (7) days to claim their prize from the Promoter and they may make inquiries by calling (02) 9657 8912 or emailing [teasion.morgan@star.com.au].</p> <p>If a Prize Winner cannot be contacted, or cannot produce Valid ID within seven (7) days after the Prize Draw, the Prize Winner will be deemed to have forfeited the prize.</p>
Prize	<p>Each Prize Winner will win:</p> <ul style="list-style-type: none"> • one (1) night stay for two (2) people at The Star Grand in Sydney; • dinner to the value of AU\$100 at Cucina Porto; • two (2) tickets to Pippin; and • complimentary parking at The Star Sydney; <p style="text-align: center;">("Prize").</p> <p>A representative of the promoter will assist Prize Winners with organising a preferred booking date, subject to availability of each component of the Prize.</p>

	<p>Bookings will be taken over the phone with the reservations team.</p> <p>.</p> <p>Upon confirmation with the Promoter of agreed dates with reservation team, two (2) Pippin tickets will be sent to the guests nominated email address.</p> <p>Upon confirmation with the Promoter of agreed dates with reservation team, Guests will receive a gift card in the amount of \$100 to be spent at Cucino Porto, as well as a validated parking ticket upon check in of The Star Grand.</p> <p>This prize package is to be redeemed all in one day, and may not be split across multiple visits.</p> <p>The total prize pool of this promotion is \$23950.00 (i.e. \$479.00 per prize).</p> <p>For the avoidance of doubt, each Prize does not include, and the Promoter e any of the following:</p> <ul style="list-style-type: none"> • travel costs including petrol costs or expenses; • additional hotel incidentals and charges (such as minibar items etc.). For the avoidance of doubt these charges will be billed seperately and at their advertised rates.
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General

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about Prizes, the Schedule and materials on how to enter this Promotion forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.
- 2 Your Entry into this Promotion must be received during the Promotional Period and is subject to Entry Limits. Your Entry is deemed to be received only when received by the Promoter’s database. If your Entry is based on participation that is reversed, cancelled or otherwise deemed invalid, or if your membership status is cancelled or otherwise amended so that you are no longer an Eligible Entrant, your Entry into the Promotion may be deemed invalid at the Promoter's discretion. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.
- 3 The Promoter reserves the right to waive or vary the identification requirements specified in these Terms and Conditions in circumstances where the identity of the winner is determinable without the assistance of the specified identification.
- 4 If you or your Entry are deemed by the Promoter to breach these Terms and Conditions, your Entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your Entry (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 5 You must not:
 - a tamper with the entry process;

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- b. engage in any conduct that may jeopardise the fair and proper conduct of the promotion;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this promotion;
 - e. breach any law; or
 - f. behave in a way that is otherwise inappropriate.
- 6 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 7 In respect of an individual draw for a prize valued at over \$10,000, the Promoter will nominate an independent scrutineer to be present and oversee that draw.
- 8 The Promoter's decision in connection with all aspects of this promotion is final.
- 9 The Star Sydney reserves the right to cancel or change any Prize offered under the Promotion if there are any changes to the law which would or might render the Promotion or any prizes offered under the Promotion unlawful.
- 10 No Prize, entry or other feature of the Promotion can be transferred or redeemed for cash, or other goods or services.
- 11 To the extent that a situation, malfunction, or other 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 (a) make a decision regarding those circumstances which is not inconsistent with these Terms and Conditions; and/or (b) postpone the draw/s to a time and place which will allow the draw to be conducted in accordance with all terms and conditions other than those terms and conditions which specify the time and place of the draw/s.
- 12 If this Promotion cannot run as planned for any reason beyond the Promoter's reasonable control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the closure of the Promoter's premises, government directives, public health orders and the like, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/entrants.
- 13 The Promoter may disclose your personal information, including details of winners where required or authorised to do so by or under law or the disclosure is reasonably necessary to enforce the law. This may occur under the laws that apply to the Promoter's business, for example, where a regulatory authority requests information from the Promoter.
- 14 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this promotion results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 15 Should the Prize Winner consent to having his/her photograph taken, that Prize Winner consents to having his/her name and photograph published in any form of media and agrees to participate in any reasonable promotion requested by The Star Sydney.
- 16 The Prize Winner(s) and/or their membership number will be available at The Star Club Desk within 48 hours of the conclusion of the Promotion.
- 17 When there is no Prize Winner or the Prize Winner cannot be found, this information will be published at The Star Club Desk within 48 hours of the conclusion of the Promotion for a temporary period.
- 18 A copy of these Terms and Conditions governing the Promotion can be obtained from The Star Club desk at The Star Sydney.

- 19 If any dispute arises between an entrant of the Promotion and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision is final, and no correspondence will be entered into

Liability

- 20 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 21 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this Promotion are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this Promotion or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 22 The Prize Winner and any other person(s) nominated to share the Prize with the Prize Winner agrees to accept, receive and use the Prize at their own risk and will, at all times, indemnify, keep indemnified, hold harmless and release The Star Sydney to the full extent permitted by law from and against any and all claims, causes of action, losses, damage, liability, cost or expense (including legal expenses on a full indemnity basis), incurred by The Star Sydney as a result of or in connection with the Promotion and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in connection with the Prize and / or the Prize Winner. The Prize Winner and any other person(s) nominated to share the prize with the Prize Winner will be required to sign an agreement to release The Star Sydney from and indemnify The Star Sydney against any liability arising from the use or participation in the prize.
- 23 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of prizes or for any damage that occurs to prizes if/when displayed at The Star Sydney.
- 24 The Promoter needs to collect the personal information of entrants so that the entrant can be entered into the Promotion. The Privacy Policy of The Star Entertainment Group <http://www.starentertainmentgroup.com.au/privacy-policy> describes the purposes for which The Star Entertainment Group, including the Promoter, may collect, store, use and disclose personal information
- 25 "The Promoter" of the Promotion is The Star Pty Limited ABN 25 060 510 410 of 80 Pyrmont Street, Pyrmont NSW 2009.
- 26 Think! About your choices. Call Gambling Help 1800 858 858 www.gamblinghelp.nsw.gov.au
- 27 Authorised under NSW Authority No. TP/00099, Exp 16/7/2025