

Terms and Conditions

Schedule

"Promotion"	Next Level Trivia
"Promoter"	The Star Pty Limited "The Star Sydney" (ABN 25 060 510 410) of 80 Pyrmont Street, Pyrmont NSW 2009
"Promotional Period"	This Promotion commences at 7:00pm AEST Wednesday 2 June 2021 and concludes at 8:30pm AEST on Wednesday, 28 th July 2021.
"Participating Venue"	24/7 Sports Bar at The Star Sydney. 80 Pyrmont Street, Pyrmont NSW 2009.
"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 Sydney casino; d. not an Invalid Entrant; e. not a director, officer, manager or employee of any of The Star Entertainment Group of companies (including, without limitation, the Promoter); and f. not immediate family member (including, siblings, parents, grandparents and children) of the persons listed in point (f) above <p>("Eligible Entrant").</p> <p>"Invalid Entrant" means an entrant whose The Star Club membership status is cancelled during the Promotional Period or an entrant that is not an "Eligible Entrant" for the duration of the Promotional Period. Invalid Entrants will no longer be eligible to enter or participate in the Promotion and will forfeit any entitlement to a prize.</p>
"Entry"	<p>To participate in the Promotion, Eligible Entrants must do the following during an Entry Period (which is defined below):</p> <ul style="list-style-type: none"> a. Attend the Participating Venue at the commencement of an Entry Period (the Promoter recommends arriving at least 10 minutes prior to the commencement of an Entry Period); b. Form a team consisting between two (2) to eight (8) Eligible Entrants; c. Register their team name and number of team members with the trivia host prior to the commencement of an Entry Period in order to receive an answer sheet; d. Work with their team to answer a series of trivia questions on various topics provided by the trivia host within the time allowed by the trivia host (approximately 60 seconds). Each team must write their answers on the answer sheet provided to them during registration. Teams will earn points for correct answers to trivia questions, but not for any mini-game questions; and e. Submit their team's answer sheet to the trivia host at the end of the Competition as directed by the trivia Host. Answer sheets will not be accepted by 3 minutes after Trivia Host requests all answer sheets be returned to them. <p>Eligible Entrants may enter the Promotion multiple times however they may only enter once per Entry Period.</p>

	<p>During the Promotional Period Eligible Entrants can enter the Promotion once per entry period described below (together “Entry Periods”, each an “Entry Period”):</p> <ol style="list-style-type: none"> a. 7:00pm to 8:30pm on Wednesday 2 June 2021; b. 6:00pm to 7:00pm on Wednesday 16 June 2021; c. 7:00pm to 8:30pm on Wednesday 23 June 2021; d. 7:00pm to 8:30pm on Wednesday 30th June 2021; e. 6:00pm to 7:00pm on Wednesday 7th July 2021; f. 7:00pm to 8:30pm on Wednesday 21st July 2021; g. 7:00pm to 8:30pm on Wednesday 28th July 2021. <p>The Promoter takes no responsibility for late, lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid.</p> <p>At the conclusion of each Entry Period you must return your answer sheet to the trivia host as directed.</p> <p>The Promoter reserves the right to verify the validity of any Entry. The Promoter may, in its sole discretion, disqualify any entry from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion and reserves the right to disqualify any entry which is not submitted in accordance with these conditions of entry.</p> <p>During each Entry Period, the trivia host may conduct a mini-game whereby teams are given a series of true and false style questions to answer. Teams will be eliminated from the mini-game when they answer a question incorrectly. The last standing team will be awarded a mini-prize valued no more than RRP\$100. For the avoidance of doubt, teams will not accumulate any Competition points during the mini-game and the mini-prize will not be exchangeable for cash. Further, the mini-prize is given to the team to be shared, and not on an individual basis.</p>
<p>“Prize”</p>	<p>For each Entry Period, the prize breakdown is below;</p> <ol style="list-style-type: none"> 1. The team with the most points accumulated from correct answers to trivia questions (excluding all mini-game questions) will win a cash prize of \$700 (Prize/s). 2. The team with the second most points accumulated from correct answers to trivia questions (excluding all mini-game questions) will win a cash prize of \$200 (Prize/s). 3. The team with the third most points accumulated from correct answers to trivia questions (excluding all mini-game questions) will win a cash prize of \$100 (Prize/s). <p>For the avoidance of doubt the Prizes are given to the team to be shared, and not on an individual basis.</p> <p>Lion Pty Limited is the provider of the cash Prize for this promotion.</p>

“Prize Determination”	<p style="text-align: center;">THIS IS A GAME OF SKILL. NO ELEMENT OF CHANCE WILL DETERMINE THE WINNERS OF THE PROMOTION</p> <p>The panel of Judges will consist of one (1) trivia host and one (1) venue manager of 24/7 Sports Bar.</p> <p>The prize winner/s of each Entry Period (Winner/s) will be the team with the highest score, second highest score and third highest score as determined by the Judges in their absolute discretion. The Judge’s decision is final, and no correspondence will be entered.</p> <p>The Judges will select three (3) Prize Winner/s at approximately 8:30pm on the following dates;</p> <ul style="list-style-type: none"> a) Wednesday, 2 June 2021 b) Wednesday, 23 June 2021 c) Wednesday, 30 June 2021 d) Wednesday, 21 July 2021 e) Wednesday, 28 July 2021 <p>The Judges will select three (3) Prize Winner/s at approximately 7pm on the following dates:</p> <ul style="list-style-type: none"> a) Wednesday, 16th June 2021 b) Wednesday, 7th July 2021 <p>If the selected Winner does not meet the eligibility criteria set out in these Terms and Conditions, the Promoter will have the panel of skilled judges select the next most creative entry. If an Eligible Entrant is disqualified, the Promoter is under no obligation to publish this fact. The Promoter undertakes to ensure transparency and to log the selection process appropriately in order for the results to be verified.</p> <p>The decision of the judges is final and no correspondence will be entered into.</p> <p>The Promoter reserves the right, at its sole and absolute discretion, to deem any irregular Entry and disqualify such Entries, 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 does not have the Eligible Entrant’s full details on it; c. an Entry that is fraudulent or forged; and d. an Entry that appears to have been tampered with.
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Notification of Prize Winner/s	<p>The Winner/s will be announced live in the participating venue within 15 minutes of the conclusion of each Entry Period on the day of judging.</p> <p>If, despite its reasonable efforts, the Promoter cannot locate the Prize Winner or confirm a Prize Winner on the respective night of the Judging, the Prize Winner forfeits the Prize and is no longer the Prize Winner for the purposes of these terms and conditions.</p> <p>If the Prize Winner forfeits the Prize pursuant to the above, the Judges will select the next highest scoring team of the Competition as the Prize Winner (“Second Judging”). If required, the Second Judging will take place at the venue within 30 minutes of the conclusion of the Entry Period on the same day. The Promoter will take reasonable efforts to notify the Prize Winner as a result of the Second Judging in venue immediately after the Second Judging. If for any reason the Judges cannot reasonably locate a prize winner/s, this manner of judging will continue until prize winner/s are found.</p> <p>If two or more teams tie, the trivia host will continue with a series of tie-breaker questions until one team is deemed the prize winner.</p> <p>The Winner must produce Valid ID that is valid and acceptable to the Promoter or a representative of the Promoter 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 Promoter; or b. two forms of non-photographic identification that are valid and acceptable to the Promoter.
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Terms and Conditions

- 1 These Terms and Conditions incorporate and must be read together with the details set out in the Schedule above. By entering this Promotion, you are confirming that 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 and eligibility requirements. 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/addresses/email addresses/phone numbers 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 prize 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 voided. 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 amount to a waiver of those rights.

- 5 You must not:
- a tamper with the Promotion's Entry process;
 - 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 directly or indirectly in relation to the Promotion;
 - 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 directly or indirectly in relation to the Promotion.
- 6 The Promoter is not liable for any Entry, Prize claim 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 Promoter 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 Prize/s offered under the Promotion unlawful.
- 10 No Prize, Entry or other feature of the Promotion can be transferred, exchanged or redeemed for cash (unless where cash is specified), or other goods or services. The Prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in Prize value. You agree that if a Prize (or element of a Prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by any regulatory authority.
- 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 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid Prize claim. Every instant win Prize claim in excess of the advertised Prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 13 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, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/entrants, subject to any necessary approval by a regulatory authority.
- 14 The Promoter may disclose your personal information, including details of Prize Winner/s 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.
- 15 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.

- 16 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 Promoter.
- 17 A copy of these Terms and Conditions governing the Promotion can be obtained at www.thestarsydney.com.au
- 18 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

- 19 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 20 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).
- 21 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 Promoter 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 Promoter 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 Promoter from and indemnify the Promoter against any liability arising from the use or participation in the Prize.
- 22 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 premises.
- 23 The Promoter needs to collect the personal information of entrants so that the entrant can be entered into the Promotion. The Promoter will use entrants' personal information to conduct and manage the Promotion. The Promoter may disclose entrants' personal information to its related companies, agents and contractors to assist in conducting this Promotion and to communicate with entrants. The Privacy Policy of The Star Entertainment Group <http://www.starentertainmentgroup.com.au/privacy-policy> includes information about:
- a. the purposes for which The Star Entertainment Group, including the Promoter, may collect, store, use and disclose entrants' personal information;
 - b. how entrants can seek access to the personal information the Promoter holds about them and request changes to it; and
 - c. how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.

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- 24 The “**Promoter**” of the Promotion is The Star Pty Limited ABN 25 060 510 410 of 80 Pymont Street, Pymont NSW 2009.
- 25 The laws of the state of New South Wales govern the Promotion.
- 26 Guests must be 18 years or over to enter the casino.
27. The Star practises the responsible service of alcohol.