

THE STAR

SYDNEY

Terms and Conditions

"Promotion"	The Star 1 in 5 Swipesstakes August to February
"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 12:00pm AEST on Monday, 8 August 2022 and concludes at 8:00pm AEDT on Saturday, 11 February 2023 or earlier if all Winning Entries (defined below) have been exhausted. If all Winning Entries are exhausted before 8:00pm AEDT on Saturday, 11 February 2023 the Promoter will communicate the end of the Promotional Period by on-property signage.
"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 or over; b. an existing member of The Star Club with a valid membership card ("Card"); c. not excluded from The Star Entertainment Group; 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 (e) above. <p>(“Eligible Entrants”).</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>Each day between 12:00pm AEST/AEDT and 8:00pm AEST/AEDT of the Promotional Period, an Eligible Entrant may:</p> <ul style="list-style-type: none"> a. visit the member zone location on the main casino floor of The Star Sydney (“Member Zone”); b. swipe their Card to activate the marked Member Zone Jackpod Promotional Device (“Jackpod”); c. when prompted, enter their membership account PIN on the screen of the Jackpod; d. choose the ‘Aztec Gold’ promotional game (“Game”) to start the Game; and e. play the Game by selecting one (1) of five (5) game idols (“Game Idol”) to reveal whether they are a winner of a prize. There is a one (1) in five (5) chance an Eligible Entrant can win a prize. <p>(“Entry/ies”)</p> <p>Eligible Entrants are limited to a maximum of one (1) Entry per calendar day and up to a maximum of one hundred and eighty-nine (189) Entries during the Promotional Period.</p> <p>No Entry's will be accepted after 8:00pm AEDT on Saturday, 11 February 2023.</p>

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"Prize"	<p>The total prize pool for this Promotion is AU\$1,005,615.</p> <p>There will be three (3) prize periods ("Prize Period/s") throughout the Promotional Period and each Winning Entry will win one (1) of the Prizes listed in the table below:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="6">Period 1 - 8 August 2022 to 9 Octocter 2022</th> </tr> <tr> <th>No</th><th>Prize</th><th>Prize Content</th><th>Value Per Unit</th><th>Qty</th><th>Total</th></tr> </thead> <tbody> <tr> <td>1</td><td>Cash</td><td>\$10,000 Cash</td><td>\$10,000</td><td>5</td><td>\$50,000</td></tr> <tr> <td>2</td><td>Cruise Experience</td><td>The Star Yacht Experience</td><td>\$10,000</td><td>3</td><td>\$30,000</td></tr> <tr> <td>3</td><td>Hotel Voucher</td><td>70s Glam/CyberPunk Studio (max \$1,000/night Mon-Thurs) + \$500 Dining Credit</td><td>\$1,500</td><td>4</td><td>\$6,000</td></tr> <tr> <td>4</td><td>iPhones</td><td>Apple iPhone 13 Pro 128GB (Sierra Blue)</td><td>\$1,65</td><td>11</td><td>\$18,202</td></tr> <tr> <td>5</td><td>Star Gift Cards</td><td>\$200 Star Gift Card</td><td>\$200</td><td>60</td><td>\$12,000</td></tr> <tr> <td>6</td><td>Star Gift Cards</td><td>\$50 Star Gift Card</td><td>\$50</td><td>70</td><td>\$3,500</td></tr> <tr> <td>7</td><td>Fine Dining Voucher</td><td>Fine Dining voucher which can be redeemed at Black Bar & Grill, Sokyo, Flying Fish or Cucina Porto at The Star Sydney</td><td>\$100</td><td>180</td><td>\$18,000</td></tr> <tr> <td>8</td><td>Drink & Dine Voucher</td><td>\$15 Drink & Dine Voucher</td><td>\$15</td><td>7300</td><td>\$109,500</td></tr> <tr> <td>9</td><td>Drink Voucher</td><td>\$8 Drink Voucher</td><td>\$8</td><td>11000</td><td>\$88,000</td></tr> <tr> <td align="right" colspan="3">TOTAL</td><td>18633</td><td></td><td>\$335,202</td></tr> </tbody> </table> <table border="1" style="width: 100%; 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1	Cash	\$10,000 Cash	\$10,000	5	\$50,000
2	Cruise Experience	The Star Yacht Experience	\$10,000	3	\$30,000
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TOTAL			18633	\$335,202	

If the allocated Winning Entries (defined below) are exhausted before each Prize Period, the Promotion will pause until the next Prize Period starts.

If the allocated Winning Entries are not exhausted before each Prize Period, the unissued Winning Entries will be added to the following Prize Period.

The Promoter reserves the right to forfeit any Prizes that remain unredeemed after the Promotional Period.

"Prize Determination"	<p>Depending on the Game result, if a chosen Game Idol contains a prize ("Prize"), that Entry will be identified as a winning Entry ("Winning Entry/ies"). If a Game Idol does not contain a Prize, that Entry will be identified as a non-winning Entry ("Non-Winning Entry/ies").</p> <p>A maximum of 279,495 Entries will be issued by the Jackpod with a mix of Winning Entries and Non-Winning Entries. For the avoidance of doubt, the Promoter does not guarantee that Eligible Entrants will find one (1) Winning Entry after submitting five (5) Entries.</p> <p>The total quantity of Non-Winning Entries and Winning Entries are as follows:</p> <ul style="list-style-type: none"> a. Non-Winning Entry – 223,596 Entries; b. Winning Entry – 55,899 Entries <p>The Eligible Entrant who receives a Winning Entry will be a prize winner ("Prize Winner").</p> <p>Winning Entries of Prize No.1 to No.6 will be printed from the Jackpod outlining the Prize ("Prize Receipt").</p>
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	<p>Winning Entry of Prize No.8 and No.9 will display a message indicating the Prize result on the Jackpod screen.</p> <p>Each Non-Winning Entry will display a message which indicates an unsuccessful result on the Jackpod screen.</p> <p>From time to time, The Promoter may undertake planned system upgrades or changes to the Synkros Casino Management System (“SYNKROS”) or other systems, during which time Winning Entries into the Promotion may not be recorded. Except in cases of emergency outages, The Star Sydney will provide reasonable advance notification of such system upgrades or changes through on-property signage.</p> <p>Invalid Winning Entry/ies are not eligible to win Prizes, and if a Prize Winner is awarded a Prize inadvertently, they must return it to The Star Sydney immediately upon request.</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 do not accurately describe the Eligible Entrant’s details; c. an Entry that are fraudulent or forged; and d. an Entry that appear to have been tampered with.
Notification of Prize Winner/s	<p>To claim Prize No.1 to No.6, a Prize Winner must present themselves with their Prize Receipt at The Star Club Desk located on the main casino floor by 11:59pm AEDT Saturday, 11 February 2023.</p> <p>The Prize Winner must also produce Valid ID that is valid and acceptable to the Promoter or a representative of the Promoter in order to collect the Prize.</p> <p>Valid ID means:</p> <ul 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. <p>Subject to clause above, if a Prize Winner does not present themselves to The Star Club Desk or cannot produce his/her Card or Valid ID within the allotted time, the Prize Winner will be deemed to have forfeited the Prize. Eligible Entrants will need to ensure that contact details are up to date and accurate.</p> <p>Winners of Prizes No.2 and No.3 will be issued a winner’s letter (“Letter”).</p> <p>Prize No.5 and No.6 of must be redeemed before the expiry date printed on the gift card.</p> <p>Prizes No.7 to No.9 will be automatically loaded onto the Prize Winner’s Membership Account at the time of the win and can be redeemed directly at the relevant outlet.</p>

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	<p>Notwithstanding the prohibition on Winning Entry transfer, The Star Sydney is not required to establish in any case whether the Winning Entry/ies in a prize claim has/have been transferred.</p> <p>In the event, where the Prize Winner encounters difficulties in receiving a prize Voucher, they may be issued F&B Vouchers in the equivalent amount. A Prize in the form of F&B Vouchers is valid for one hundred and eighty (180) days from the day of issue, in the denomination of \$10, \$50 or \$100. F&B Vouchers can be used to pay for food and beverage expenses at The Star and can be redeemed at selected outlets owned by the Promoter, subject to outlet opening hours and availability. Excludes special events. It is not redeemable for cash and any unused portion is non-refundable. Vouchers can be used in conjunction with member benefits and discounts.</p>
Conditions of Voucher	<p>Prize No.2 must be redeemed by 11.59pm AEDT Thursday, 30 November 2023. The Star Yacht Experience includes exclusive two (2) hours cruise on The Star Yacht with a maximum of thirty-five (35) guests, complimentary food and drinks on board. Booking essential, available from 1 November 2022. Subjects to availability, excluding public holidays and the month of December. Subject to the terms printed on the card.</p> <p>Prize No.3 must be redeemed by 11.59pm AEDT Thursday, 30 November 2023. Booking required. Not valid on any Friday or Saturday nights, Public Holidays or last week in December – first week January. This voucher is subject to availability. It is not redeemable for cash and any unused portion is non-refundable. The voucher only includes 70s Glam/Cyber Punk Studio for 1 night stay plus a complimentary \$500 Dining Credit which can be used on Food and Beverage services via the In Room Dining Menu. Subject to in-room dining operating hours. All charges will be made to the room and any dining expenses exceeding the \$500 credit must be settled by the guest during checkout. Maximum two (2) adults are allowed for overnight stay with existing bedding. Additional \$80 rollaway bed cost would be required for the third adult. Max Capacity for the Themed Rooms are then (10) pax. (inclusive of guest staying and visitors). Strict No Party Policy applies. 24 hour Cancellation Policy. Catering is currently not available. Not valid with any other offer. Non-transferrable. The Star practises the responsible service of alcohol. Security Bond of \$500 per night is required at check-in and will be returned at the time of checkout if in-room conditions are met, as per hotel policy.</p> <p>Prize No.7 are valid for one hundred and eighty (180) days from the day of issue. Excludes special events and public holiday. It is not redeemable for cash and any form of credit. Vouchers can be used in conjunction with member benefits and discounts. Subject to outlet opening hours. Bookings essential at participating outlets. The Star practices the responsible service of alcohol.</p> <p>Prize No.8 and No.9 are valid for one hundred and eighty (180) days from the day of issue. Vouchers can be used to pay for food and/or beverage expenses at The Star Sydney and can be redeemed at selected outlets owned by the Promoter, subject to outlet opening hours and availability. Excludes special events. It is not redeemable for cash and any unused portion is non-refundable. Vouchers can be used in conjunction with member benefits and discounts.</p> <p>If any voucher issues arise during the weekend, they shall be resolved the next available business day.</p>

Terms and Conditions

1 These Terms and Conditions incorporate and must be read together with the details set out in the

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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 The Promoter's decision in connection with all aspects of this Promotion is final.
- 8 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.
- 9 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.
- 10 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.

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- 11 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.
- 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, 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.
- 13 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.
- 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 Promoter.
- 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 4 weeks after 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 premises.
- 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 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

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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.

- 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 premises.
- 24 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.
- 25 The “**Promoter**” of the Promotion is The Star Pty Limited ABN 25 060 510 410 of 80 Pyrmont Street, Pyrmont NSW 2009.
- 26 The laws of the state of New South Wales govern the Promotion.
- 27 Help is close at hand. GambleAware gambleaware.nsw.gov.au 1800 858 858
- 28 Authorised under NSW Authority No. TP/00099 – NTP/03429 Exp 16/7/2025