

Terms and Conditions

Schedule

Promotion	Sports Bar's Free Throw Rap Battle – April to May
Promoter	The Star Pty Limited (ABN 25 060 510 410) trading as "The Star Sydney" of 80 Pyrmont Street, Pyrmont NSW 2009.
Promotional Period	This Promotion commences at 12:00pm AEDT on Tuesday 5 March 2024 and concludes at 11:59pm AEDT on Saturday 11 May 2024.
Eligible Entrants.	<p>Only persons who are, for the duration of the Promotional Period:</p> <ul style="list-style-type: none"> (a) aged 18 years or over; (b) residents of Australia; (c) not excluded (including an exclusion direction or self-exclusion order) from a casino or premises operated by The Star Entertainment Group Limited (ABN 85 149 629 023) or its related entities (collectively, "The Star Group"); (d) not the subject of a Withdrawal of License from a casino or premises operated by The Star Group; (e) available to perform live at Sports Bar at The Star Sydney for the Heats (defined below) and Final Event (defined below); (f) not a director, officer, manager, employee or contractor of any of The Star Group entities; and (g) not an immediate family member (including siblings, parents, grandparents and children) of the persons listed in item (f) above, <p>("Eligible Entrants").</p> <p>A person who does not satisfy any of the criteria for an "Eligible Entrant" for the duration of the Promotional Period is an "Invalid Entrant" and their Entry will be deemed invalid ("Invalid Entry").</p> <p>An entrant who is a member of The Star Club and requests to cancel their membership prior to, or during the Promotional Period will also be an Invalid Entrant.</p> <p>Invalid Entrants are not, or 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:</p> <ul style="list-style-type: none"> a) Fill out the expression of interest form at the designated website https://www.star.com.au/sydney/free-throw-rap-battle between 12:00pm AEDT on Tuesday 5 March 2024 and 11:59pm AEDT Sunday 7 April 2024 ("Entry Period"); b) Be selected via the selection committee, consisting of a representative of the Promoter and a representative of Knowledge/The Area; and c) If selected, Eligible Entrants will be invited to perform live at a Heat (defined below) at Sports Bar on either Saturday 20 April, Saturday 27 April or Saturday 4 May 2024.

	<p>A total of eighteen (18) artists will be selected to compete from the expressions of interest across three (3) heats.</p> <p>Entry must be submitted in accordance with these Terms and Conditions.</p> <p>No Entry will be accepted after 11:59pm AEDT on Sunday 7 April, 2024.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an Entry.</p>
Entry Limit	Each Eligible Entrant is limited to one (1) entry per person during the Promotional Period.
Prize	<p>The prize for the one (1) winning artist is a studio recording session for the purpose of recording a single, including studio time, mixing and mastering at 301 Studio (“Prize”) valued at AU\$5,000.00.</p> <p>The Promoter will not permit Prizes to be transferred, or redeemed or exchanged for cash.</p> <p>For the avoidance of doubt, the Prize does not include, any of the following:</p> <p style="padding-left: 40px;">a) Transport to or from the studio recording session.</p>
Prize Determination	<p>THIS IS A GAME OF SKILL. NO ELEMENT OF CHANCE WILL DETERMINE THE WINNER OF THE PROMOTION.</p> <p>Once the Eligible Bands have filled in their expression of interest form during the Entry Period, they will all be judged based on suitability by The Star’s Senior Entertainment Manager.</p> <p>The Prize Determination will occur in two (2) stages:</p> <p>Stage 1 – Heats</p> <p>Eighteen (18) Eligible Entrants will be required to perform at one of the following Heats on:</p> <p style="padding-left: 40px;">a) Saturday 20 April, 2024 between 10:00pm and 12:00am; b) Saturday 27 April, 2024 between 10:00pm and 12:00am; or c) Saturday 4 May, 2024 between 10:00pm and 12:00am.</p> <p>(each a “Heat”).</p> <p>Each Eligible Entrant will have five (5) minutes to perform at an allocated time and will be assessed by a panel of two (2) judges against the Criteria (defined below). The highest two (2) scoring Eligible Entrants at each Heat will progress to the next and final round of the Promotion (each a “Finalist”), being the final event at Sports Bar on Saturday, 11 May 2024 (“Final Event”). There will be a total of six (6) Finalist.</p> <p>Stage 2 – Final Event</p> <p>At the Final Event, six (6) Finalist will be required to perform for five (5) minutes at an allocated time and will be assessed by the judges against the Criteria. One (1) Finalist with the highest score at the Final Event will be deemed the winner (“Prize Winner”).</p>

	<p>The decision of the Promoter is final and no correspondence will be entered into.</p> <p>The Promoter may deem any Entry irregular and disqualify such Entry, in the following circumstances (“Invalid Entry”):</p> <ol style="list-style-type: none"> a. an Entry from a person who is not an Eligible Entrant; b. an Entry that is fraudulent or forged; and c. the Entry (or the entrant) otherwise does not comply with these Terms and Conditions. <p>Invalid Entries are not eligible to win the Prize. If a person with an Invalid Entry is awarded the Prize inadvertently, they must return it to The Star Sydney immediately upon request. In the event of an Invalid Entry, the Promoter will award the Prize to the second highest scoring Finalist.</p>
<p>Criteria</p>	<p>The “Criteria” sets out how Eligible Entrants will be judged at each Heat and the Final Event.</p> <p>Eligible Entrants will be judged by a panel of 2 judges, consisting of a representative of the Promoter and a representative of Knowledge/The Area.</p> <p>Judges will be given an evaluation score sheet in which they will evaluate each Eligible Entrant on a scale from 1-5 on the following criteria:</p> <ol style="list-style-type: none"> a) Originality: Are their songs well-crafted? Have they developed a distinctive sound? b) Stage Presence: Do they use the stage well? Is their performance engaging to watch? c) Crowd Interaction: Do the artists talk to the audience? Does the audience respond? Did they promote the event, and have they got a pre-existing following in attendance? Which artist garnered the loudest cheer when prompted by the host?
<p>Notification of Prize Winners</p>	<p>The name of the Prize Winner will be announced over the microphone in Sports Bar at the time of judging.</p> <p>The Promoter does not guarantee that all Prize Winner announcements will be audible and understandable in all parts of the Location at all times.</p> <p>To claim a Prize, the Prize Winner must present themselves to a representative of the Promoter at the Location within ten (10) minutes of their name being announced (“Standard Presentation Period”) as timed by the clock displayed at the Location.</p> <p>The Prize Winner must then produce within four (4) minutes of the expiry of the Standard Presentation Period their Card or Valid ID that is acceptable to the representative of the Promoter.</p> <p>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 acceptable to the Promoter; or

	<p>(b) two forms of non-photographic identification that are valid and acceptable to the Promoter.</p> <p>On notification, the Prize Winner will be provided with details on how to claim the Prize and will be given up to 60 days from notification to claim the Prize.</p> <p>The results of the Prize Determination will not be published, unless otherwise stated in these Terms and Conditions.</p>
Unclaimed Prizes	<p>If an Eligible Entrant is a Prize Winner and fails to claim their Prize within the period set out above in “Notification of Prize Winners”, their Entry will be deemed an Invalid Entry and the Prize will be awarded to the band with the second highest number of points.</p>

General Terms and Conditions

- 1 These General Terms and Conditions must be read together with the details set out in the table above. By entering this Promotion, you accept these General Terms and Conditions.
- 2 Your Entry must be received during the Promotional Period and is subject to the Entry Limit and eligibility requirements stated in these Terms and Conditions. Your Entry is deemed to be received only when received by the Promoter.
- 3 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 multiple aliases/addresses/email addresses/phone numbers you may be disqualified.
- 4 Every Entry must be your original work and not copied (including if relevant your worded response/statement). You warrant that your Entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your Entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).
- 5 You must not include any other person in your Entry unless they have consented to you submitting it in this Promotion. You must not include any person in your entry who is under the age of 18 years. You must ensure your Entry does not contain any virus, malware or other malicious or inappropriate computer code or material. You acknowledge that your Entry and your name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible for staff of the Promoter and related bodies corporate to view.
- 6 The Promoter may copy and amend your Entry and may use (or allow others to use) your Entry and any rights in relation to your Entry, to publicise this Promotion or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your Entry or any amended version of it. The Promoter may also decide not to publish an Entry, to cease publication of an Entry, or to publish an edited Entry.
- 7 The Promoter reserves the right to waive or vary the identification requirements specified in these Terms and Conditions in circumstances where the identity of a Prize Winner is determinable without the assistance of the specified identification.
- 8 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) will be voided.

- 9 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.
- 10 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 or offensive directly or indirectly in relation to the Promotion.
- 11 The Promoter is not liable for any Entry, Prize claim or correspondence that is, due to factors outside of its reasonable control, misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 12 The Promoter may 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 offered under the Promotion unlawful.
- 13 The Prize and all elements of the Prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. The Prize is subject to any additional terms and conditions imposed by the Promoter.
- 14 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the Prize.
- 15 The Promoter will not permit a Prize, Entry or other feature of the Promotion to be transferred, exchanged or redeemed for cash. The Prize value is correct as at the date of preparing these Terms and Conditions and includes any applicable GST. The Promoter is not responsible for any change in the 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.
- 16 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 any determination of a Prize Winner to a time and place which will allow the determination to be conducted in accordance with all Terms and Conditions other than those Terms and Conditions which specify the time and/or place of the determination of a Prize Winner (if applicable).
- 17 If this Promotion cannot run as planned for any reason beyond the Promoter's reasonable control, including: act of god, law, public health order, pandemic, software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the closure of the Promoter's premises, government directives, 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.

- 18 The Promoter may disclose your personal information, including details of a Prize Winner 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.
- 19 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.
- 20 Should a 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.
- 21 A copy of these Terms and Conditions governing the Promotion can be obtained on our website at <https://www.star.com.au/sydney/free-throw-rap-battle>
- 22 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.
- 23 In these Terms and Conditions, the word "including" and any similar words are not words of limitation.
- 24 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 25 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 (including the use of 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).
- 26 Without limiting paragraph 26, 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 Promoter's premises to the extent those things are due to factors outside the Promoter's reasonable control.
- 27 A Prize Winner and any other person(s) nominated to share a Prize with a Prize Winner may be required, as a condition of accepting the Prize, to sign an agreement to release the Promoter from liability arising from the use of or participation in the Prize.
- 28 The Promoter needs to collect your personal information so that Entries can be entered into the Promotion and any relevant Prize provided to a Prize Winner and (if applicable) their nominated companion. The Promoter will use your personal information to conduct and manage the Promotion. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this Promotion and to communicate with you. 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 your personal information;
 - b. how you can seek access to the personal information the Promoter holds about you and request changes to it; and
 - c. how you can complain about a privacy breach and how the Promoter will deal with such a complaint.

- 29 This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Instagram or Facebook. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
- 30 The laws of the state of New South Wales govern the Promotion.
- 31 Help is close at hand. GambleAware gambleaware.nsw.gov.au 1800 858 858.
- 32 Guests must be 18 years or over to enter the casino.
- 33 The Star practises the responsible service of alcohol.