

THIS IS A GAME OF SKILL. NO ELEMENT OF CHANCE WILL DETERMINE THE WINNERS OF THE PROMOTION

Schedule

"Promotion"	Sailor Jerry Battle of the Bands Promotion
"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 AEDT on Thursday 16 February, 2023 and concludes at 10:30pm AEDT on 31 March, 2023.
"Eligible Entrants"	<p>Participation in the Promotion is limited to persons who are, 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 New South Wales; c. not excluded (including an exclusion direction or self-exclusion order) from a casino or premises operated by The Star Entertainment Group Limited or its related entities; d. not the subject of a Withdrawal of License from The Star Sydney, The Star Gold Coast or Treasury Brisbane; e. not an Invalid Entrant; f. not a director, officer, manager, employee or contractor of any of The Star Entertainment Group Limited or its related entities (including, without limitation, the Promoter); 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>"Invalid Entrant" means an entrant that is not an "Eligible Entrant" for the duration of the Promotional Period. 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"> • Be part of a band consisting of three (3) or more members • Fill out the expression of interest form at the designated website <https://www.star.com.au/sydney/eat-and-drink/bars-and-club/rock-lily> between 12:00pm Thursday 16 February 2023 and 11:59pm Thursday 9 March, 2023. ("Entry Period"). • If selected, Eligible Entrants will be invited to perform live at Rock Lily on either Friday 3 March 2023 or Friday 17 March 2023. <p>Eligible Entrants are limited to one (1) Entry per band during the Promotional Period provided that the Entry is submitted in accordance with these Terms and conditions.</p> <p>No Entry will be accepted after 11:59pm on Thursday 9 March, 2023.</p>

THE STAR

SYDNEY

"Prize"	<p>The "Prize" for the winning band is a studio recording session for the purpose of recording a single including studio time, mixing and mastering at 301 Studio to the value of AU\$5,000.00</p> <p>The four finalists will receive a Sailor Jerry merchandise pack valued at AU\$200.00</p> <p>The total Prize pool for this Promotion is AU\$5,800.00</p> <p>For the avoidance of doubt, the Prize does not include, any of the following:</p> <ul style="list-style-type: none">• Transport to or from the studio recording session
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“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>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>Eight (8) bands will be selected to perform at Rock Lily in one of two heats. These heats are taking place on:</p> <ul style="list-style-type: none"> a) Friday 3 March, 2023 between 7:00pm and 10:30pm b) Friday 17 March, 2023 between 7:00pm and 10:30pm <p>Each Eligible Band will have a thirty (30) minute set during their allocated date during which they will be judged by a panel of three judges including: Marty Bugatti, Alexander Franco and Poppy Reid.</p> <p>Judges will score each band on a scale from 1-5 on the following criteria:</p> <ul style="list-style-type: none"> a) Originality: Are their songs well-crafted? Have they developed a distinctive sound? b) Musicianship: Do they perform well together? Do the artists use the stage well? c) Stage Presence: Do they use the stage well? Is their performance engaging to watch? Do they interact with each other? d) 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? <p>The two (2) Eligible Bands with the highest point score at the end of heat 1 and heat 2 will be deemed the four (4) finalists and will progress through to the final event on Friday 31 March, 2023.</p> <p>During the final event each band will play another thirty (30) minute set during their allocated time and will be adjudicated by the same panel of judges against the same criteria.</p> <p>One (1) Eligible Band will be selected by the panel of judges as the Prize Winner based on the highest point scored at the end of adjudicating.</p> <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 highest scoring 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
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	d. an Entry that appears to have been tampered with.
Notification of Winner/s	<p>The Winner will be announced live in venue and the Winner will be provided with the Prize on the day of the Competition.</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> <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.

Terms and Condition

- 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. Where relevant, submitted entry forms are the Promoter's property. 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.
- 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 automatically generated entries or multiple aliases/addresses/email addresses/phone numbers you may be disqualified.
- 4 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.
- 5 If you or your Entry are deemed by the Promoter to breach these Terms and Conditions, your Entry (or at the Promoter's discretion and as applicable, 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.
- 6 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.
- 7 The Promoter is not liable for any Entry, Prize claim or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 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 prizes 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.
- 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 judging to a time and place which will allow the judging to be conducted in accordance with all Terms and Conditions other than those Terms and Conditions which specify the time and place of the judging.
- 12 If this Promotion cannot run as planned for any reason that is beyond the Promoter's reasonable control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the forced 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.
- 13 The Promoter may disclose your personal information, including details of 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 Winner consent to having his/her photograph taken, that 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 A copy of these Terms and Conditions governing the Promotion can be obtained from The Star Club desk at The Star Sydney premises.
- 17 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

- 18 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 19 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).

- 20 The Winner and any other person(s) nominated to share the Prize with the 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 Winner. The Winner and any other person(s) nominated to share the Prize with the 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.
- 21 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.
- 22 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.
- 23 The “**Promoter**” of the Promotion is The Star Pty Limited ABN 25 060 510 410 of 80 Pyrmont Street, Pyrmont NSW 2009.
- 24 The laws of the state of New South Wales govern the Promotion.
- 25 The Star practises the responsible service of alcohol. Guests must be 18 years or over to enter the casino. Help is close at hand. GambleAware gambleaware.nsw.gov.au 1800 858 858.
- 26 Authorised under NSW Authority No. TP/00099, Exp 16/7/2025.