

# SYDNEY Terms and Conditions

| Promotion          | Sovereign Autumn Prize Rise – May 2024   |  |
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| Promoter           | The Star Pty Limited "The Star Sydney" (ABN 25 060 510 410)  |  |
| Promotional Period | This Promotion commences at 12:00am AEST Friday, 26 April 2024 and concludes at 11:00pm AEST on Thursday, 30 May 2024.   |  |
| Eligible Entrants  | Participation in the Promotion is limited to persons who are, insofar as the case for the duration of the Promotional Period:  |  |
|                    | a. aged 18 years of age or over;   |  |
|                    | <ul> <li>a Platinum or Diamond member of The Star Club with a valid<br/>membership card ("Card"),</li> </ul>   |  |
|                    | <ul> <li>c. not excluded (including an exclusion direction or self-exclusion<br/>order) from a casino or premises operated by The Star<br/>Entertainment Group Limited (or its related entities) (collectively,<br/>"The Star Group");</li> </ul>  |  |
|                    | <ul> <li>d. not the subject of a Withdrawal of License (WOL) from The Star<br/>Sydney, The Star Gold Coast or Treasury Brisbane;</li> </ul>  |  |
|                    | e. entitled to access the Sovereign room at The Star Sydney;   |  |
|                    | f. not an Invalid Entrant;   |  |
|                    | <ul> <li>g. not a director, officer, manager, employee or contractor of any of<br/>The Star Group or any of its related entities (including the<br/>Promoter); and</li> </ul>  |  |
|                    | h. not an immediate family member (including a sibling, parent, child, grandparent, grandchild, spouse, former spouse, de facto partner or former de facto partner, including a step-relation and an adoptive relation) of any person listed in item (g) above or of their spouse, former spouse, de facto partner or former de facto partner,                     |  |
|                    | ("Eligible Entrant/s").  |  |
|                    | "Invalid Entrant" means an entrant who 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.  |  |
| Entry              | Eligible Entrants can earn one (1) entry ("Entry") into the virtual barrel ("Virtual Barrel") for the Prize Draws (as defined below) for every fifty (50) Tier Points they validly earn on table games (excluding poker) or gaming machines at The Star Sydney from 12:00am AEST Friday, 26 April 2024 to 8.59pm AEST on Thursday, 30 May 2024 ("Earning Period"). |  |
|                    | Tier Points earned on non-gaming outlets (including but not limited to food and beverage outlets, hotel services or spa and wellness services) or bonus Tier Points offered to members of The Star Club by way of a multiplier or other offer will not contribute towards any Entry during the Promotional Period.   |  |
|                    | Tier Points will be calculated in the Synkros casino management system ("SYNKROS") based on the Eligible Entrant's rated play on table games (excluding poker) or gaming machines at The Star Sydney during an   |  |



Earning Period and all Entries will be allocated to the Virtual Barrel for the Prize Draws.

Eligible Entrants must also have a Valid Rating from 12:00pm AEST to 10:00pm AEST on each Draw Day (defined below) at The Star Sydney to activate their Entry/ies.

A valid rating ("Valid Rating") is obtained through:

- opening a rating by:
  - i. providing their Card to a table games staff member at an eligible table for that staff member to enter into the table management system; or
- ii. inserting their Card, prior to commencing play, into a slot machine or electronic table game; and
- closing a rating by:
  - asking the table games staff member to close the open rating and to return the Card; or
- ii. removing their Card from the slot machine or electronic table game.

From time to time, the Promoter may undertake planned system upgrades or changes to SYNKROS or other systems, during which time 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.

The Promoter reserves its right to determine if a rating is invalid (and therefore not a Valid Rating), in the Promoter's reasonable discretion including if the rating has been open for an extended period or in the event of an identifiable system error.

The Promoter may deem any Entry irregular and disqualify such Entry, in the following circumstances ("Invalid Entry/ies"):

- a. the Entry is from a person who is not an Eligible Entrant;
- b. the Entry is fraudulent or forged;
- c. the Entry appears to have been tampered with; or
- the Entry (or the entrant) otherwise does not comply with these Terms and Conditions.

Invalid Entries are not eligible to win a Prize. If a person with an Invalid Entry is awarded a Prize inadvertently, they must return it to The Star Sydney immediately upon request.

The Promoter will not accept an Entry after 8:59pm AEST on Thursday, 30 May 2024.

#### **Entry Limit**

Eligible Entrants can earn unlimited Entries during the Earning Period, subject to these Terms and Conditions. However Eligible Entrants can only win one (1) Prize each Draw Day (defined below) in this Promotion.

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#### SYDNEY

| Prize | There are twenty (20) Prizes to be won in this Promotion. |
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The total prize pool for this Promotion is up to \$150,000.

The base value of a Prize is \$2,000 Entertainment Credits ("Base Prize Value"). If the first Drawn Entrant (as defined below) is determined to be a Prize Winner, they will win the Base Prize Value.

If the first Drawn Entrant does not satisfy the conditions set out in the Notification of Winners section below in order to be a Prize Winner, the Base Prize Value will increase to \$3,000 Entertainment Credits and a Redraw will be conducted. The Base Prize Value of the Prize for the subsequent Redraw will change to \$5,000 Monetary Prize. However, if a Prize Winner is not found after third Redraw, the value of the Prize will be capped at \$7,500 Monetary Prize. For example, a Prize Winner may win a Prize amount of either \$2,000 Entertainment Credits, \$3,000 Entertainment Credits, \$5,000 Monetary Prize or \$7,500 Monetary Prize depending on the number of Redraws (if any) for that Prize Draw.

Once a Prize Winner is determined in a Prize Draw, the value of the Prize will reset to the Base Prize Value for the next Prize Draw.

To support the prevention of money laundering and terrorism financing activities, the Promoter will honour all monetary prizes by a crossed cheque made out to the Winner, by electronic funds transfer to the Winner or by a combination of these payment options (at the Winner's election).

"Entertainment credits" refer to the choice of Casino Dollars or Food and Non-Alcoholic Beverage Vouchers. Casino Dollars will be credited to the Winner's membership account within forty-eight (48) hours after the Promotional Period. If the Prize Winner selects Casino Dollars as their Prize, they will forfeit 10% of their eligible Prize value. Casino Dollars are valid for one hundred and eighty (180) days from the member's last recorded rating. A copy of the Casino Dollars brochure is available at the Sovereign Concierge or see: <a href="https://www.thestarclub.com.au/member-benefits/about-casino-dollars">https://www.thestarclub.com.au/member-benefits/about-casino-dollars</a> for further details.

Food and Non-Alcoholic Beverage Vouchers are valid for one hundred and eighty (180) days from the date of issue, in the denomination of \$2,000 and/ or \$1,000. Food & Non-Alcoholic Beverage Vouchers will be credited to the Prize Winner's Membership Account within forty-eight (48) hours after the Promotional Period. Vouchers can be redeemed on food and non-alcoholic beverages at selected outlets owned by the Promoter, subject to outlet opening hours and availability. Excludes special events. Vouchers may be redeemed multiple times until the balance of the Voucher is cleared. Vouchers are not redeemable for cash and any unused portion is non-refundable after the expiry of the Voucher. Vouchers cannot be used to pay for alcoholic beverages. Vouchers can be used in conjunction with other member benefits and other discounts at The Star Sydney.

#### **Prize Determination**

The Promoter will conduct a total of twenty (20) prize draws ("Prize Draw") during the following draw days (each a "Draw Day") at a designated location in Sovereign at The Star Sydney, which will be clearly marked and visible to Eligible Entrants ("Main Draw Location"):

Thursday, 2 May 2024

## **THE \$STAR**

#### SYDNEY

- Thursday, 9 May 2024
- Thursday, 16 May 2024
- Thursday, 23 May 2024
- Thursday, 30 May 2024

Prize Draws will occur approximately every 60 minutes from 6.00pm AEST to 9:00pm AEST on each Draw Day (each a "Prize Draw"). The final Prize Draw of each Draw Day will take place at approximately 9:00pm. Draw times are approximate only and are subject to minor changes. Changes to Draw times greater than 15 minutes will be announced on the public address system and displayed on screens at the Main Draw Location.

| Draw | Draw Time |
|------|-----------|
| 1    | 6.00pm    |
| 2    | 7.00pm    |
| 3    | 8.00pm    |
| 4    | 9.00pm    |

At each Prize Draw, one (1) Eligible Entrant will be randomly selected from the Virtual Barrel by a representative of the Promoter (each a "Drawn Entrant"). The Virtual Barrel is an electronic random draw system.

Drawn Entrants must then present themselves to a representative of the Promoter and satisfy the conditions set out in the Notification of Prize Winners section below in order to be a prize winner ("**Prize Winner**").

If a Drawn Entrant does not present themselves to a representative of the Promoter and satisfy the conditions set out in the Notification of Prize Winners section below, the following will occur:

- that Drawn Entrant's Entry will be placed back into the Virtual Barrel for the subsequent Redraw;
- the prize value (up to value of \$7,500 monetary credits) will change in accordance with the Prize section above; and
- a Redraw is conducted.

A Drawn Entrant can win a maximum of one (1) Prize each Draw Day in this Promotion. Once a Drawn Entrant has been selected, their Entry will be removed from the Virtual Barrel.

#### **Notification of Prize-Winners**

The name and membership number of each Drawn Entrant will be announced on the public address system and displayed at screens at the Main Draw Location.

The Promoter does not guarantee that all Prize Draw announcements will be audible and understandable in all parts of the Main Draw Location at all times.

To claim a Prize, the Drawn Entrant/s must present themselves to a representative of the Promoter at the Main Draw Location within four (4) minutes of their name being announced ("Standard Presentation Period") as timed by the clock displayed at the Main Draw Location. The Promoter, subject to any directions from the regulatory authority, may at any time



| SYDNEY   |   |  |
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|          | (including after the Standard Presentation Period expires) extend the Standard Presentation Period ("Extended Presentation Period") applicable to any particular Drawn Entrant on reasonable grounds.   |  |
|          | The Drawn Entrant must then produce within four (4) minutes of the expiry of the Standard Presentation Period or Extended Presentation Period (as the case may be), their Card or valid ID that is acceptable to the representative of the Promoter. Valid ID means:  |  |
|          | <ul> <li>a. a passport, Australian driver's licence or other form of<br/>photographic identification in which the photograph is clear and<br/>undamaged and that is otherwise acceptable to The Star Sydney;<br/>or</li> </ul>  |  |
|          | b. two forms of non-photographic identification that are valid and acceptable to The Star Sydney.   |  |
|          | If a Drawn Entrant does not present themselves to a representative of the Promoter within the Standard Presentation Period or Extended Presentation Period (as the case may be) and/or cannot produce his/her Card or Valid ID within four (4) minutes of the expiry of the Standard Presentation Period or Extended Presentation Period (as the case may be) at the Main Draw Location, the Drawn Entrant will be deemed an invalid selection ("Invalid Selection"). |  |
| Redraw/s | If the Drawn Entrant is deemed an Invalid Selection, the Promoter will immediately conduct a redraw or redraws until a valid Prize Winner is found. All of the above requirements will apply in relation to any redraw.   |  |

#### **General Terms and Conditions**

- These General Terms and Conditions incorporate and must be read together with the details outlined in the table above and with the Rules of the Game for all table games (excluding poker), slot machines and electronic table games at The Star Sydney. A copy of the Rules of the Game can be found at <a href="https://www.star.com.au/sydney/casino/rules-of-games">https://www.star.com.au/sydney/casino/rules-of-games</a>. By entering the Promotion, you accept these General Terms and Conditions.
- The Star Club Terms and Conditions also apply. A copy can be found at <a href="https://www.thestarclub.com.au/terms-conditions">https://www.thestarclub.com.au/terms-conditions</a>
- Your Entry must be received during the Promotional Period and is subject to the Entry limits and eligibility requirements stated in these Terms and Conditions. Your Entry is deemed to be received only when received by the Promoter. If your Entry is based on participation that is 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 will be deemed invalid.
- If, at the time for collection of a Prize, a person is restricted or prevented from entering the casino area due to a 'temporary prevention of entry' for contravention of a Playbreak rule, that person is not eligible to claim a Prize (even if they are the selected winner) and that person will forfeit any entitlement to the Prize.
- The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering the Promotion. If you enter using multiple aliases/addresses/email addresses/phone numbers you may be disqualified.
- Where relevant, it is your responsibility to open or close your rating prior to a prize determination by asking the Dealer/Games Supervisor to open or close your rating at any eligible table games, or to remove your card from the machine or game.



- In the event that a malfunction occurs with the Synkros system, the Promoter will if practical extract from the Synkros system all data necessary to determine Entries earned in accordance with these Terms and Conditions and the draw process will be conducted manually if it cannot be conducted electronically.
- 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.
- 9 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 if you have multiple entries) will be voided.
- The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your Entries (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.
- 11 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.
- The Promoter is not liable for Entries, prize claims or correspondence that are, due to factors outside its reasonable control, misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- In the event of a dispute relating to these Terms and Conditions, the Promoter's decision is final. Where any person is not satisfied with a decision of the Promoter relating to this Promotion, the person may lodge a complaint with an inspector under section 33 of the *Gaming and Liquor Administration Act 2007* (NSW).
- 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 Prizes offered under the Promotion unlawful.
- The Promoter will not permit a Prize, Entry or other feature of the Promotion to be transferred, or exchanged or redeemed for cash. 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.
- If the Promoter determines that the integrity of the Promotion and/or any draw has been compromised it may, subject to notifying the relevant regulatory authority, either postpone the Promotion and/or the draw until such a time as the integrity of the Promotion and/or draw has been validated or cancel the draw.
- 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/s 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.

- If this Promotion cannot run as planned for any reason beyond the Promoter's control, including but not limited to: act of god, law, public health order, pandemic, software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/entrants, subject to any necessary approval by a regulatory authority.
- 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.
- 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.
- Should a 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.
- A copy of these Terms and Conditions can be obtained from Sovereign Concierge Desk at The Star Sydney premises.
- 23 In these Terms and Conditions, the word "including" and any similar words are not words of limitation.

#### Liability

28

- Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 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).
- The Winner and any other person(s) nominated to share the Prize with the 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 or participation in the Prize.
- 27 Without limiting paragraph 26, the Promoter and the agencies and companies associated with this Promotion are not liable for:
  - a) any loss of, damage to or delay in delivery of Prizes; or
  - b) for any damage that occurs to Prizes if/when displayed at the Promoter premises,

to the extent those things are due to factors outside the Promoter's reasonable control.

The Promoter needs to collect the personal information of each entrant 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.
- 29 The laws of the state of New South Wales govern the Promotion
- 30 Help is close at hand. GambleAware gambleaware.nsw.gov.au 1800 858 858
- 31 Guests must be aged 18 years or over to enter the casino
- Player activity statements are available on request from The Star Club Desk, via The Star App or our website.