

Terms and Conditions

Schedule

"Promotion"	Wristband Cash Draw Jan
"Promoter"	The Star Pty Limited "The Star Sydney" (ABN 25 060 510 410) of 80 Pyrmont Street, Pyrmont NSW 2009
"Promotional Period"	<p>This Promotion commences at 6:00pm AEDT on Friday, 7 January 2022 and concludes at 10:00pm AEDT on Saturday, 26 February 2022. The Promotional Period strictly comprises the following days and times only:</p> <p style="text-align: center;"> Friday, 7 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Saturday, 8 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Friday, 14 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Saturday, 15 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Friday, 21 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Saturday, 22 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Friday, 28 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Saturday, 29 January 2022 from 6:00pm AEDT and 10:00pm AEDT; Friday, 4 February 2022 from 6:00pm AEDT and 10:00pm AEDT; Saturday, 5 February 2022 from 6:00pm AEDT and 10:00pm AEDT; Friday, 11 February 2022 from 6:00pm AEDT and 10:00pm AEDT; Saturday, 12 February 2022 from 6:00pm AEDT and 10:00pm AEDT; Friday, 18 February 2022 from 6:00pm AEDT and 10:00pm AEDT; Saturday, 19 February 2022 from 6:00pm AEDT and 10:00pm AEDT; Friday, 25 February 2022 from 6:00pm AEDT and 10:00pm AEDT and; Saturday, 26 February 2022 from 6:00pm AEDT and 10:00pm AEDT; </p>
"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> <ol style="list-style-type: none"> a. aged 18 years of age or over; b. not excluded from The Star Entertainment Group casinos; c. not an Invalid Entrant; d. not a director, officer, manager or employee of any of The Star Entertainment Group of companies (including, without limitation, the Promoter); and e. not immediate family member (including, siblings, parents, grandparents and children) of the persons listed in point (d) 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 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 of the Promotional Period, an Eligible Entrant may enter the Promotion between 6:00pm AEDT and 8:55pm AEDT (each an "Entry Period"). To submit an Entry in the Promotion, Eligible Entrants must, during an Entry Period:</p>

	<p>a. collect a specially marked wristband (“Wristband”) from a representative of the Promoter located on the main casino floor of The Star Sydney (“Collect Location/s”);</p> <p>b. present themselves to a representative of the Promoter at the Collect Locations so that the representative can correctly secure the Wristband to the Eligible Entrant’s wrist. The Wristband is required to be worn by the Eligible Entrant until the conclusion of all Prize Draws on the respective day of Entry. For the avoidance of doubt, Eligible Entrant’s cannot wear more than one (1) Wristband each day of the Promotional Period;</p> <p>c. The representative of the Promoter will remove the Wristband stub (Stub) from the Eligible Entrant’s Wristband and place the Stub into the physical barrel (“Barrel”) located on the main casino floor of The Star Sydney (“Main Draw Location”).</p> <p>Eligible Entrants may enter this Promotion multiple times over the Promotional Period but are strictly limited to a maximum of one (1) Entry per Entry Period provided that the Entry is submitted in accordance with these terms and conditions.</p> <p>Each Wristband and Stub will have a unique numerical identifier (“UNI”) on both the Wristband and the Stub.</p>																			
<p>“Prize”</p>	<p>A Prize Winner (defined below) will win AU\$500 cash (“Prize”).</p> <p>The total Prize pool for this Promotion is AU\$80,000 cash.</p>																			
<p>“Prize Determination”</p>	<p>There will be a total of one hundred and sixty (160) prize draws for this Promotion (“Prize Draw/s”).</p> <p>There will be two (2) Prize Draws each day of the Promotional Period, one prize draw will be held at 9:00 pm AEDT and the second prize draw will be held at 9:30 pm AEDT at the Main Draw Location per the following table:</p> <table border="1" data-bbox="711 1279 1206 1980"> <thead> <tr> <th>Draw Dates</th> <th>Draw Time</th> </tr> </thead> <tbody> <tr><td>Friday, 7 January 2022</td><td rowspan="16">9:00pm and 9:30pm</td></tr> <tr><td>Saturday, 8 January 2022</td></tr> <tr><td>Friday, 14 January 2022</td></tr> <tr><td>Saturday, 15 January 2022</td></tr> <tr><td>Friday, 21 January 2022</td></tr> <tr><td>Saturday, 22 January 2022</td></tr> <tr><td>Friday, 28 January 2022</td></tr> <tr><td>Saturday, 29 January 2022</td></tr> <tr><td>Friday, 4 February 2022</td></tr> <tr><td>Saturday, 5 February 2022</td></tr> <tr><td>Friday, 11 February 2022</td></tr> <tr><td>Saturday, 12 February 2022</td></tr> <tr><td>Friday, 18 February 2022</td></tr> <tr><td>Saturday, 19 February 2022</td></tr> <tr><td>Friday, 25 February 2022</td></tr> <tr><td>Saturday, 26 February 2022</td></tr> </tbody> </table>	Draw Dates	Draw Time	Friday, 7 January 2022	9:00pm and 9:30pm	Saturday, 8 January 2022	Friday, 14 January 2022	Saturday, 15 January 2022	Friday, 21 January 2022	Saturday, 22 January 2022	Friday, 28 January 2022	Saturday, 29 January 2022	Friday, 4 February 2022	Saturday, 5 February 2022	Friday, 11 February 2022	Saturday, 12 February 2022	Friday, 18 February 2022	Saturday, 19 February 2022	Friday, 25 February 2022	Saturday, 26 February 2022
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	<p>The Barrel will be emptied at the end of each day of the Promotional Period.</p> <p>All Eligible Entrants must be present at the Main Draw Location at the time of a Prize Draw in order to win a Prize in this Promotion.</p> <p>At each Prize Draw, five (5) Stub will be randomly selected from the Barrel ("Drawn Entry") by a representative of the Promoter. The representative will announce the UNI on the Stub ("Drawn Entrant") via the public address system from the Main Draw Location.</p> <p>The Drawn Entrant must present their Wristband to the representative of the Promoter at the Main Draw Location or <u>any host desk</u> within four (4) minutes of their UNI being announced over the PA system as timed by the clock displayed at the Main Draw Location ("Standard Presentation Period").</p> <p>The Star Sydney, subject to any directions from the regulatory authority, may at any time (including after the Standard Presentation Period expires) and at its sole and absolute discretion, extend the Standard Presentation Period ("Extended Presentation Period") applicable to any particular Prize Winner if that Prize Winner:</p> <ul style="list-style-type: none">a. is on The Star Sydney premises during the Standard Presentation Period and attempts to present themselves at the Main Draw Location during the Standard Presentation Period, or is in the course of attempting to present themselves at the Main Draw Location when the Standard Presentation Period expires; andb. identifies themselves to a representative The Star Sydney during the Standard Presentation Period. <p>The Drawn Entrant must then produce Valid ID that is valid and acceptable to the representative of the Promoter within two (2) minutes 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; orb. two forms of non-photographic identification that are valid and acceptable to the Promoter. <p>The Promoter reserves the right to waive or vary the identification requirements in clause above in circumstances where the identity of the Drawn Entrant is determinable without the assistance of any form of identification.</p> <p>If the Drawn Entrant does not present themselves to the representative of Promoter at the Main Draw Location within the Standard Presentation Period or cannot produce his/her Valid ID within two (2) minutes of the expiry of the Standard Presentation Period, the Drawn Entrant will be deemed invalid ("Invalid Selection").</p> <p>Upon confirmation that the Drawn Entrant is not an Invalid Selection identity, the representative of the Promoter will review the Drawn Entry to confirm that the Drawn Entrant did not make an Invalid Entry (defined below).</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 are fraudulent or forged;
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	<p>c. an Entry that appear to have been tampered; and d. an Entry that is duplicated.</p> <p>If the Drawn Entry is deemed an Invalid Entrant, Invalid Selection or Invalid Entry, it will not be considered as a valid Entry and one (1) additional Entry will be drawn (“Redraw”) until the Redraw does not result in an Invalid Entrant, Invalid Selection or Invalid Entry.</p> <p>If the Drawn Entry is deemed an Invalid Entrant, Invalid Selection or Invalid Entry, this Draw Entry will not be qualified consequences Draws.</p>
<p>Notification of Prize Winner/s</p>	<p>On the condition that the Drawn Entrant is neither an Invalid Entrant, Invalid Selection nor Invalid Entry the representative of the Promoter at the Main Draw Location will notify the Drawn Entrant that they are a prize winner and may claim the Prize (Prize Winner).</p> <p>To claim a Prize, a Prize Winner must:</p> <p>a. surrender their Wristband to the representative of the Promoter; b. sign the Promoter’s winner paperwork; and c. collect the Prize from the cashier with a representative of the Promoter.</p> <p>The Prize Winner must claim the Prize by 11:59pm AEDT on the same day they have won the Prize.</p>

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 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.
- 18 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.
- 19 A copy of these Terms and Conditions governing the Promotion can be obtained from The Star Club desk at The Star Sydney premises.
- 20 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

- 21 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 22 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).
- 23 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.
- 24 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.
- 25 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.



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