

TERMS & CONDITIONS

SCHEDULE

Promoter:	Crown Sydney Property Pty Ltd (ABN 12 166 326 861), 1 Barangaroo Avenue, Sydney NSW 2000
Entrants (who can enter?):	Entry is open to Australian resident over the age of 18 years. Entrants under the age of 18 years must obtain consent from their parent or guardian to enter. If a Winner is under the age of 18 years, then the Promoter reserves the right in its absolute discretion to award the prize to the Winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.
	Entrants who:
	 have been disqualified from any prior promotion, competition or offer for any reason by the Promoter; or
	2. are an Executive team member or are a spouse, partner, sibling, parent or child of an Executive team member of the Promoter,
	are not eligible to enter.
Promotion Period:	9:00am on Thursday 30 May- 3:00pm on Tuesday 25 June 2024
	All times recorded throughout these Terms & Conditions are in Australian Eastern Daylight Time.
Entry Mechanic:	To enter the Promotion, during the Promotion Period, Entrants must:
	 Follow the @crownsydney Instagram Account; Upload any photo or video to their Instagram feed that creatively captures their dining experience at any Crown Sydney venue and tag @crownsydney
	Entrants Instagram Profile must be on public.
	Entrants must be following Crown Sydney Instagram at the time of judging.
	Entries must not appear to promote any goods or services other than those of the Promoter.
	The Eligible Entrant must be the holder of the Instagram Account that submits the Entry. If the Promoter forms the view that the Instagram Account is fake or inactive, the Entry will be disqualified and will not be eligible to win the Prize.
	An Entry must be original and not contain any swearing, derogatory or racist commentary, inflammatory commentary, offensive commentary, commentary



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	displaying alcohol abuse, imagery including nudity, and/or unauthorised commercial communications such as spam. Entries must not breach any law, and Entrants must not behave in a manner which is dangerous or disruptive. The Promoter reserves the right to remove or void an Entry or to disqualify an Entrant if the Entry does not comply with these Terms and Conditions or is inappropriate for any reason. No other method of entry will be accepted.
Maximum Entries per Entrant	Entrants can enter multiple times during the Promotion Period, provided each Entry is submitted separately in accordance with these Terms and Conditions (including tagging @crownsydney).
Judging Date / Criteria	Judging will take place at 11:00am on Wednesday, 26 June 2024 at Crown Towers Sydney, 1 Barangaroo Avenue NSW 2000.
	Each valid Entry will be judged by a panel of three judges based on the most creative capture of a Crown Sydney dining experience.
	The best valid Entries as determined by the judges in their absolute discretion will win the Prizes.
Prizes	There is 1 Prize available.
	 The Winner will receive: 2 x tickets to the opening night (18 July) of the Mystery Chef's residency at Alumni Restaurant" 2 x return flight to Melbourne (from Sydney) 2 x nights at Crown Towers Melbourne (Check in 18 July, Check out 20 July)
	By accepting or participating in any prize, the Winner's companion also accepts these Terms and Conditions.
Total Prize Pool / Value:	\$3800
Prize Conditions	 Prizes are not transferable. The Promoter does not condone on-selling tickets to the MasterChef Alumni Kitchen Opening Night. Should Winners choose to on sell the tickets, the Promoter will not be held responsible or liable for any loss, injury or damage. Prizes are non-negotiable and non-cash Prizes are not redeemable for cash, or any other goods or services and must be taken as and when offered or will be forfeited. If forfeited, the Promoter will not be liable. Prize values are correct as at the date of preparing these Terms and Conditions. The Promoter is not responsible for any change in prize value. Winners (and their companions) are responsible for all other unspecified
	costs related to the Prize.



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	 Where a winner is not able to redeem the Prize (or part thereof) due to physical inability or incapacity, cancellation or postponement of the Alumni Kitchen opening or any other circumstances beyond the Promoter or the prize provider's reasonable control, then that Prize (or part thereof) will be forfeited and is not redeemable for cash, or any other prize, goods or services. If the Prize is unavailable for any reason at the time of the Judging Date, the Promoter will instead award the Winner a similar Prize of equivalent value (as determined by the Promoter). In the event that judging cannot be conducted at the specified time due to unforeseen circumstances outside the Promoter's reasonable control, the judging will take place as soon as is practicable after the delay has been resolved. The winner may be requested to provide personal identification to the Promoter's satisfaction and be subject to verification checks before being awarded the Prize.
How are winners notified?	Winners will be announced on the Crown Sydney Instagram Account's story at 12.00pm (AEST) on Thursday 27 June 2024. Winners will also be notified in writing via a direct message on Instagram on the Judging Date.
How can Entrants claim their prize?	Details of the Prize (and how to redeem the Prize) will be emailed to the Winner via the email address provided to the Promoter. Winners are responsible for ensuring that they provide a valid email address for details of the Prize and how to redeem the Prize (for example by ensuring that their email mailbox does not reject, bounce or otherwise prevent any relevant emails from being delivered, and by checking their email mailbox regularly (including junk or spam folders)). In the event that a Winner has not claimed their prize or, if after making reasonable attempts, the Promoter has been unable to contact a Winner by 12:00pm on Friday 28 June 2024, the relevant Entry will be discarded with no Prize awarded, and the Promoter may, in its sole discretion, select another Winner.



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GENERAL TERMS & CONDITIONS

These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule. Participation and eligibility to claim a prize in this Promotion are subject to agreement to these Terms and Conditions and the Schedule.

a) Entries: Entrants are responsible for all costs associated with entering this Promotion. Any entry from any other promotion cannot be used for this Promotion and will void if copied, forged, stolen, or interfered with. The Promoter shall not be liable in any way if Entries are unavailable if lost, undelivered, or because of technical malfunction or operator fault. Entries on behalf of another person or joint entries are not allowed, unless specified. Employees of the Crown Group of Companies, including Crown Resorts, Crown Perth, Crown Melbourne, Crown Sydney, Crown Aspinalls London and Betfair are not permitted to enter or participate in this Promotion.

Entries must be the Entrant's original work. The Promoter reserves the right to require the Entrant to verify that the entry is the Entrant's original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the Entry will be deemed invalid.

Entrants warrant that their entry is not in breach of any third party intellectual property rights. Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause.

Entries must not include:

- any image, video or voice of any other person without that person's express consent;
- any content that contravenes any law; and
- any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.

By entering this Promotion, Entrants grant the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the Entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the Promoter's business on its website, social media or in any marketing campaign, without payment to the Entrant of royalties or compensation. If requested by the Promoter, Entrants agree to sign any further documentation required by the Promoter to give effect to this clause.

By entering this Promotion, Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Entrant's moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their Entry against the Promoter or its assigns, licensees or successors.

b) **Tax:** The Promoter is not responsible for any tax implications arising from the Entrant winning a Prize.

Winner Publicity: Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a Winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.



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- c) Privacy Collection Statement: The Promoter may collect, use and/or disclose Entrants' personal information, including name and contact details, for purposes associated with the conduct of the Promotion, sending emails to entrants regarding their entries into the Promotion, publicising the results and Prize collection. Uses may also include future promotion, marketing, and publicity in accordance with the Promoter's Privacy Policy: https://www.crownperth.com.au/general/privacy-policy (Crown Perth), https://www.crownperth.com.au/general/privacy-policy (Crown Melbourne), and https://www.crownsydney.com.au/general/privacy-policy (Crown Sydney). Unless otherwise advised by the Entrant, by entering this Promotion, each Entrant consents to the retention and use of their information in this manner.
- d) **Consumer Rights**: Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights an Entrant may have under any statute, including the *Competition and Consumer Act 2010* (Cth) which may not be excluded, restricted or modified by agreement.
- e) Indemnity: Subject to their Consumer Rights, each Entrant and any person partaking in any component of the Prize, releases and indemnifies the Promoter from any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Prize or Promotion or participation in the Prize or Promotion. The Promoter (including its employees, agents and contractors) has no liability to any person for injury (including illness or death), loss or damage whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the awarding, condition, use or misuse of any Prize, except for any liability which cannot be excluded by law (in which case, that liability is limited to the greatest extent allowed by law). This clause does not apply to the extent that the Promoter's liability (if any) arises from an act or omission of the Promoter in respect of its supply of services and/or goods to the Winners in the ordinary course of the Promoter's business.
- f) Liability: To the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction or human error. The Promoter's responsibility for the provision of Prizes is limited to the prizes as described in these Terms and Conditions, the Promoter accepts no further liability or commitment beyond those stated and is not liable for any failure of the Promoter's agents or contactors to supply the Prizes as stated. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated. The Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to any acts which are not reasonably within its control, including as a result of any technical malfunction.
- g) Intellectual Property: Entrants must not submit any content or material that infringes the copyright, moral rights, privacy rights or confidentiality rights of any third party, contains any damaging virus, and is inappropriate, defamatory, abusive, obscene, vulgar, offensive, threatening or intimidating. Each Entrant warrants that they are eligible to participate in the Promotion and all the details provided in their entry are true and correct, otherwise the entry will be deemed invalid. Entrants grant the Promoter a world-wide, non-exclusive, perpetual, non-revocable, royalty-free and licence-fee free licence to use, copy, store, reproduce, modify, disclose, adapt, make derivative works of, display, publish, distribute, commercialise or otherwise exploit the content and materials submitted as part of their Entry, including, name, and any quote and photo/film for any purpose (including for any Promoter or any Crown Group Entities publicity or marketing). Each Entrant agrees that the Promoter



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and any authorised licencees or Crown Group entity may do (or not do) anything that would otherwise infringe moral rights, including, not attributing the Entrant as the author or any content.

- h) **Social media platforms:** This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.
- i) Third party brands: Third party brands named in connection with this Promotion (including in Prizes) are not affiliated with or sponsors of this Promotion, unless otherwise stated.
- j) Alterations of Terms and Conditions: The Promoter reserves the right to cancel, terminate, modify, or suspend the Promotion or amend these terms and conditions, subject to any directions from a regulatory authority. The Promoter will update these Terms and Conditions as soon as is practicable if this occurs.
- k) **Disqualification**: Any failure to comply with these Terms and Conditions may result in the disqualification of any Entrant. Disqualification will be at the Promoter's sole discretion.
- I) **Disputes**: The Promoter's decision in connection with any aspect of this Promotion will be binding and final on every Entrant.
- m) **Responsible Service of Alcohol:** The Promoter practises the responsible service of alcohol. Entry and continued participation in this Promotion is subject to the Participating Venue's liquor serving policy.
- n) **Responsible Gaming**: The Promoter practises and promotes Responsible Gaming (**RG**). The RG Helpline is 1800 858 858 and the website is <u>www.gamblinghelponline.org.au.</u>
- o) Excluded entrants: This Promotion is not open to Entrants or other persons excluded from the casino pursuant to the provisions of the Casino Control Act 1991 (Vic), Casino Control Act 1992 (NSW), or Casino Control Act 1984 (WA) or who are otherwise prohibited from entering any Crown property including Crown Melbourne, Crown Perth or Crown Sydney, for any reason, including persons who become prohibited before or after a draw (up to the time of receipt or collection of a Prize by an Entrant).