

07/06/2019

Mr Gerard Boyle
MOSMAN RETURNED SERVICEMEN'S CLUB LTD
719-729 Military Rd
MOSMAN NSW 2088

Trade Promotion Lottery Permit

NSW permit number	LTPS/19/35259
This document certifies that	MOSMAN RETURNED SERVICEMEN'S CLUB LTD
ABN	15000613785
is authorised to conduct	Mosman Club Ultimate NRL Grand Final Experience
for the amount	\$6,000
from	07/06/2019
until	30/09/2019

Subject to the *Lotteries and Art Unions Act 1901*, *Lotteries and Art Unions Regulations 2014* and the conditions attached in Annexure A.

This permit is approved under delegation from the Minister administering the *Lotteries and Art Unions Act 1901*.

Important information

Please ensure you read the conditions attached as they may have changed since your last permit.

Fees apply to amend the approved terms and conditions of this permit. To apply for an amendment, complete the amendment form available at www.fairtrading.nsw.gov.au and lodge via email.

It is recommended that you apply for new permits online through www.onegov.nsw.gov.au/new/ to receive a faster service and discounted fees. Credit card payments are only accepted online.

Please contact us at CELottery@finance.nsw.gov.au for further information.

ANNEXURE A TRADE PROMOTION LOTTERY PERMIT CONDITIONS

Definitions

In these permit conditions:

advertisement means any advertisement, notice or information used in connection with the lottery. Without limiting the generality of the foregoing, advertisement includes the conditions of entry, entry forms, tickets or coupons, any electronic and/or print media advertisement (including on the outside or the inside of the product being promoted, or at the place where the product or service is sold or otherwise provided).

casino means the holder of a casino licence granted under the *Casino Control Act 1992*.

conditions of entry means the rules, terms and conditions upon which persons may participate in the lottery, and under which the promoter must conduct the lottery.

hotel means the holder of a hotelier's licence under the *Liquor Act 2007*.

independent person means a person who:

- (a) except for involvement with the scrutiny of the draw is not otherwise concerned with the management, conduct or promotion of the lottery for which this permit is issued; or is not a director, employee or otherwise employed by, or under contract to, the promoter, the promoter's agent, or any associated companies, businesses or agencies, and
- (b) does not have any interest or relationship, personal or commercial, with the promoter, or any person employed by that promoter which might be, or appear to be, incompatible with that person's objectivity.

Office means NSW Fair Trading.

official approval means approval in writing given by an authorised delegate of the Minister administering the *Lotteries and Art Unions Act 1901*.

lottery means a lottery or game of chance for the promotion of trade within the meaning of section 4B of the *Lotteries and Art Unions Act 1901*.

licensed premises means a premise holding a liquor licence under the *Liquor Act 2007*.

non-proprietary association means a corporation, club, or other unincorporated body of persons, formed for the purpose of promoting and conducting race meetings that is registered as a racing club.

promoter means the person(s) concerned with the management of the trade or business.

registered club means a club holding a club licence under the *Liquor Act 2007*.

rules means the rules formulated under condition 3.

trade or business means the sole proprietor, the partners in the partnership or the body corporate identified in the application for this permit as the benefiting trade or business for the purposes of section 4B of the *Lotteries and Art Unions Act 1901*.

Any duty imposed by these conditions:

- (1) is imposed on the promoter,
- (2) is imposed jointly and severally on each promoter, and
- (3) may be performed by any one promoter.

1 Value of individual prizes for multiple lottery permits

- (1) Type B multiple permit where total prizes during the period of the permit do not exceed \$50,000 any one prize cannot exceed \$250.
- (2) Type C multiple permit where total prizes during the period of the permit do not exceed \$100,000 any one prize cannot exceed \$1000.

2 Changes to the conduct of the lottery

- (1) For single lottery permits, the promoter must not change the method of conducting the lottery, including the rules, as particularised on or accompanying the application for this permit, unless the change is approved by the Office.
- (2) The promoter must not terminate the lottery before the advertised closing date, unless approved by the Office.
- (3) For single lottery permits, if a change is approved by the Office under condition 2(1) or 2(2), the promoter must make the change in accordance with any directions given by the Office.

3 Promoter to formulate lottery rules

- (1) The promoter must formulate rules in accordance with this condition under which persons may participate in the lottery.
- (2) The rules must provide for the following:
 - (a) the conditions of entry (including the minimum age of the participants)
 - (b) the closing date and time for the receipt of entries in the lottery
 - (c) details of the prizes and their value (including conditions, if any, relating to receiving, accepting or using the prizes)
 - (d) the place, time, date of the lottery
 - (e) the manner in which prizes are to be awarded
 - (f) the method for claiming prizes (including any requirement to be in attendance at the draw)
 - (g) the manner in which prize winners are to be notified
 - (h) details of how the results of the lottery will be published
 - (i) the name, address and telephone number of the promoter.
- (3) These rules must be advertised and available to all entrants from the commencement of the lottery.
- (4) The promoter must comply with such rules.

4 Promoter to supply information to potential lottery entrants

- (1) The promoter must ensure that in any advertisement the following information is made available to persons who may want to participate in the lottery:
 - (a) the rules
 - (b) the permit number in the format “NSW Permit No. LTPS/___/____” or “NSW Permit No. LTPM/___/____”
 - (c) where it is likely that a prize will not be awarded because of the nature of the lottery, an indication of the chance of winning the prize in the format, “1 in ___ chance of winning _____” and
 - (d) if, following the determination of a winner, a subsequent lottery is used to determine the prize awarded, a statement must be made as to how the subsequent lottery is to take place and what the odds are of winning the major prize, as per (c) above.
- (2) If, in fulfilling condition 4(1)(a), the promoter is constrained by the advertising medium to supply the rules because of time or space limitations, the advertisement must stipulate:
 - (a) where those rules may be found and
 - (b) any unusual or onerous rules unless they relate to compliance with condition 13 (such as a condition of entry, the closing date of the lottery, any time constraint on a tour or journey prize).
- (3) The promoter must not represent that the lottery is conducted for, or in conjunction with an appeal for, a charitable purpose, unless approved by the Office.

5 Means of entry through telephone or MMS

- (1) This condition applies to a lottery that involves a 190-premium service telephone, a Short Message Service (SMS) or a Multimedia Messaging Service (MMS), hereafter called a ‘telephone service’.
- (2) The cost to an entrant or other person for calling or messaging a telephone service in order to enter the lottery must not exceed \$0.50, plus the amount of GST payable in respect of the call, and the rules must include a reference to that cost.
- (3) An entrant or other person must not incur any cost if the telephone service sends a message to that person’s mobile telephone in connection with the lottery.
- (4) An entrant or other person must not be required to call or message a telephone service on more than one occasion to provide personal information or particulars, or to answer questions, or for any other reason, in order to obtain a right to a valid entry into the lottery.
- (5) An entrant or other person must not be required to call or message a telephone service to obtain information or particulars about the lottery. Without limiting the generality of the foregoing, information or particulars includes details of the conditions of entry, and the provision of numbers or symbols which a person matches with other numbers or symbols hidden or displayed on a game card or in a publication.

- (6) In this condition, GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* of the Commonwealth.

6 Instant win and scratch-type lotteries

- (1) If the lottery is an instant win, scratch-type or pre-determined lottery, the rules of the lottery must include the following:
- (a) a statement that all prizes from the advertised total prize pool will be distributed during, or after the completion of, the lottery, together with a statement that details how prizes are to be distributed after the completion the lottery, unless the Office waives this requirement.
 - (b) a statement that at the end of the lottery all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been exceeded, and
 - (c) a statement that printing errors or other quality control matters outside the control of individual players must not be used as the sole basis for refusing to award a prize.
 - (d) Condition 6(1)(a) does not apply if the prizes are perishable food or drink products.
- (2) Security measures must be adopted to eliminate the potential for the manipulation of the distribution of winning tickets or other game material.
- (3) All details of claims for prizes over \$100 which are denied shall be retained. These details must include the name and address of the claimants and the reason why the claim was not met.
- (4) A claimant must be promptly informed of the reasons for refusing to award a prize, unless forgery or similar tampering with the ticket, entry form, etc. is suspected.

7 General requirements for conducting the lottery

- (1) All entries to the lottery must be treated equally.
- (2) All entries must be included into the draw.
- (3) No person is to receive an unfair advantage or unfair gain over another.
- (4) The outcome of the lottery must not be determined on the basis of an unlawful game within the meaning of the *Unlawful Gambling Act 1998*.
- (5) A lottery cannot be conducted that imposes a condition that places some participants at a disadvantage. A condition that requires a participant to claim a prize at a draw you must allow at least four minutes for them to do so. This requirement must be clearly stated in the rules of the lottery.
- (6) The promoter must ensure that each and every draw is open for public scrutiny, and anyone must be afforded the opportunity to witness the draw.
- (7) The determination of the winner, whether by draw or instant win must take place in Australia.
- (8) If more than one prize is being offered, the major prize must be drawn first, and the other prizes then drawn in descending order of number and value. If the draw is to be conducted in other manner or method, the rules must describe the manner or method to be used to determine the winner of the lottery.
- (9) Prizewinners should receive their prizes within a maximum period of six weeks after the draw of the prizes, unless otherwise stated in the rules of the lottery.

8 Scrutiny of draw and notification of prizewinners

- (1) This condition applies if the total value of prizes in a draw is greater than \$10,000 (unless all the prizes are determined by an instant win, scratch-type or bingo-style lottery, in which case this condition does not apply).
- (2) The draw and the announcement of the prize winners must be scrutinised by an independent person, unless the Office waives this requirement.
- (3) Any waiver given under condition 8(2) remains current until revoked, or the particulars upon which the waiver was granted have been modified without the prior approval of the Office, or the particulars upon which the waiver was granted are not being complied with by the promoter or the promoter's agent.

9 Computerised systems for drawing prizewinners

Where a computerised system is used to determine the winner of a lottery, the promoter or the promoter's agent must, prior to the draw, obtained signed appraisal and draw procedure reports from a suitably qualified independent person into the operation and integrity of the computerised draw system.

10 Announcement of prizewinners

- (1) As far as practicable, the promoter must notify all prize winners within two days of the draw of the prizes.
- (2) The prize winners must be personally notified (by face-to-face, telephone, mail, email or by other reasonable means).
- (3) The promoter must ensure that the name of the winner of any prize exceeding \$500 is announced in a newspaper generally circulating in the area where the lottery was conducted, or by radio or television generally received in the area where the lottery was conducted, or by the Internet, in accordance with the rules of the lottery.

11 Unclaimed prizes

- (1) If within three months after the determination of the winner of the lottery, a prize (other than a prize consisting of perishable goods) has not been claimed by the winner, the promoter must take all reasonable steps to deliver the prize to the prize winner. At the conclusion of the three months, if the prize cannot be delivered, the promoter must notify the Office and, subject to the Office's approval, re-determine the winner of the prize in accordance with any directions by the Office.
- (2) If requesting approval under condition 11(1), the notification must set out the steps taken to deliver the unclaimed prize, and the last known address of the winner of the unclaimed prize.
- (3) If the prize is perishable and is not claimed by its winner on the day of the determination of the winner, the promoter may dispose of the prize in any manner the promoter considers fit. However, if the promoter disposes of the prize by selling it, the proceeds of the sale must be held as if it was the prize.

12 Record keeping

- (1) The records that relate to the lottery (e.g. ticket butts, entry forms and lists of entrants) must be kept for a period of at least three months after the date on which the winner is determined.
- (2) Where a determination is made under condition 11, the records must be kept for at least a further three months after the last determination is made.
- (3) A register detailing prizes and their values must be maintained for multiple lottery permits for a period of at least 12 months.

13 Lotteries conducted by wagering operators

A non-proprietary association or licensed wagering operator or their employee that conducts a lottery must not publish any advertising that offers any credit, voucher or reward as an inducement to participate, or to participate frequently, in any gambling activity including as an inducement to open a betting account.

14 Bingo style lotteries

Bingo style games other than instant win or scratch type lotteries must not be conducted on licensed premises as a trade promotion.

15 Cash prizes on gaming machine premises

If the lottery is conducted on the premises of a registered club, hotel (excluding general bar licences) or casino, cash prizes must not be offered between the hours of 10:00pm and 8:00am the following day. If a cheque is provided as a prize, the cheque must be made payable to the winner and cannot be cashed by the venue.

16 Electronic devices that resemble gaming machines

Where a device resembling a gaming machine is used to determine the winner of a lottery, the device must be situated in an area of a hotel or registered club premises where minors are not permitted.

SCHEDULE

GENERAL	
Name	Mosman Club Ultimate NRL Grand Final Experience Promotion
Promoter	Mosman Returned Servicemen's Club Ltd (ABN 15 000 613 785), 719 Military Rd Mosman, NSW 2088. Phone: (02) 9960 2888.
Permit numbers	Authorised under NSW Permit No. LTPS/19/35259
Eligibility	<p>To enter this competition, entrants must be financial members of Mosman Club and satisfy the entry process. Entries are open to all financial members of Mosman Club except for employees.</p> <p>Entries WILL NOT be accepted from management and employees of the Promoter.</p>
WHERE AND WHEN THE COMPETITION WILL RUN	
Relevant State	This competition will run in New South Wales only.
Competition Period	9:00am (AEST) on 7/06/2019 to 11:59pm (AEST) on 28/09/2019.
Venue	This competition will run in the Relevant State at Mosman Club 719 Military Rd Mosman NSW 2088.
Participating Product	Any CUB draught beer product (Carlton Draught, Victoria Bitter, Reschs, 4 Pines Pale Ale, Great Northern, Cascade Light, Carlton Black, Stella Artois or other CUB tap beers available during the promotion period).
ENTRY DETAILS	
Entry Process	<p>To enter, eligible entrants must, during the Competition Period:</p> <ol style="list-style-type: none">purchase a middy, schooner, pint or jug of Participating Product (Eligible Purchase) from the Venue to receive an entry form;then fill out contact details and place it in the Venue's entry box.
ENTRIES PERMITTED	
Number of Entries Allowed	Entries are unlimited during the promotional period.
WINNER DETERMINATION	
Winner selected via a Draw	<p>There will be 1 winner selected.</p> <p>The winner will be selected via a manual random barrel draw at 11:00am (AEST) on 30/09/2019 at the Venue and will be contacted by phone.</p> <p>Entrants do not need to be present at the draw at the Venue.</p> <p>The first valid entry drawn from all entries received during the Competition Period will win the prize.</p> <p>Additional reserve entries may be drawn and recorded (in order), in the event that an invalid entry or ineligible entrant is drawn or the entrant is ineligible to accept the prize. If an invalid entry or ineligible entrant is drawn, the prize will be awarded to the first reserve entry drawn. This process will continue until a clear winner is determined. If after this process the prize still cannot be awarded, the prize will be dealt with in the Unclaimed Prize Draw.</p>
PRIZE/S TO BE WON	
Prize Details	<p>There is 1 prize to be won.</p> <p>The prize for the winner is a NRL Ultimate Grand Final prize package, valued at \$6,000, and includes the following:</p>

- four x immortals dining packages, including Diamond Category tickets, valued at \$1,250 each;
- Return Limousine (or other private luxury) travel between Mosman Club and ANZ Stadium, valued at \$1,000.

Accommodation and travel except between Mosman Club and ANZ Stadium are NOT included.

See Prize Conditions for further prize information and conditions.

Prize Conditions	<p>The winner must collect the prize from the Venue or make alternative delivery arrangements.</p> <p>The/each prize must be taken on the date/s time/s and location/s as advised by the Promoter or stated on the tickets. The winner and their guest must make their own way to and from the relevant event location (Mosman Club) and are responsible for all other costs related to taking the prize, including any accommodation, meals/beverages, transfer costs, insurance (including excesses), additional taxes and baggage costs. The prize is subject to any additional conditions specified by the Promoter and/or prize supplier(s) including any conditions of entry into the relevant match location (e.g. behaviour requirements and applicable dress codes), any conditions of ticket validity and any restrictions on ticket on-sale or transfer. If the winner or their guest fails to comply with the conditions imposed by the prize supplier/s, the prize may in the Promoter's sole discretion be cancelled or withdrawn without liability for the Promoter or the prize supplier/s. Representatives or employees of the Promoter may accompany winners as chaperones. Tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant match/ location. The winner/s must keep their tickets safe and the Promoter will not replace lost or stolen tickets.</p> <p>The use of vouchers is subject to the terms and conditions imposed by the supplier including dates of validity.</p>
Prize Pool	The total prize pool is valued at \$6,000.

NOTIFYING & PUBLISHING WINNER/S

Notification Details	The winner will be notified by telephone or in person immediately after the draw takes place.
Winner Publication	The winner's name and locality will be published at https://www.facebook.com/MosmanClub/ on 30/09/2019.

PROCESS FOR UNCLAIMED PRIZE/S

Unclaimed Prize Draw Winner Notification	The promoter will draw a total of five tickets in the unlikely event the winner cannot be notified. The order of draws will be the order of tickets drawn. The promoter will continue to attempt to notify the winner until 2/10/2019 at 5:00 p.m., and will then notify the winner of second drawn ticket for 48 hours, and so on until the prize is claimed.
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CONDITIONS

- 1 These Conditions integrate, and must be read together, with the Schedule (the **Conditions of Entry**). Instructions on how to enter and information regarding prizes forms part of these Conditions of Entry. Entry into this competition constitutes acceptance of these Conditions of Entry.
- 2 The Promoter's decisions regarding all aspects of this competition are final and no correspondence will be entered into.
- 3 **The Promoter encourages consumers to enjoy alcohol responsibly.** Legally aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. A full version of these Guidelines is available at https://www.nhmrc.gov.au/files_nhmrc/publications/attachments/ds10-alcohol.pdf. The NSW Liquor Competition Guidelines and Intoxication Guidelines are available at http://www.olgr.nsw.gov.au/dlg_guidelines.asp.
- 4 All publicly displayed advertising material for this competition will include a responsible consumption of alcohol message. Entry and participation in this competition is subject to the Venue's liquor serving policy.

Treatment of Personal Information

- 5 All entries and any copyright subsisting in an entry will be the property of the Promoter. The information entrants provide to enter will be used by the Promoter for the purpose of conducting this competition. The information entrants' guest/s provide will be used by the Promoter for the purpose of fulfilling the prize and otherwise running this competition. The Promoter may collect entrants' or their guest/s' personal information (including through its contractors or agents) or disclose entrants' or their guest/s' personal information to its related companies, contractors and agents to assist in conducting this competition, storing data or communicating with entrants or their guest/s. By entering this competition, entrants' consent to their personal information being stored on the Promoter's database and the Promoter may use this information to contact the entrant with special offers, news and information about its products, including contacting the entrant via electronic messaging. The Promoter is bound by the Privacy Principles in the Privacy Act 1988 (Cth). The Promoter's Privacy Policy, located at <http://mosmanclub.com.au/privacy-policy/> contains information about:
 - (i) how entrants or their guest/s can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
 - (ii) how entrants or their guest/s can complain about a privacy breach and how the Promoter will deal with such a complaint.

Entry Process

- 6 Entries must be received during the Competition Period. Entries must be on the original entry form.
- 7 Entrants must only enter in their own name. Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 8 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise including failure of entry forms being forwarded to the draw location (where applicable).

Prize/s Awarded

- 9 The prizes are as specified in the Prize Details and Prize Conditions sections of the Schedule and must be taken as offered and, if applicable, on the date/s specified.
- 10 Prize values are the recommended retail price (or an estimated value where a prize has no consumer price attributed) as provided by the prize

supplier, include GST and are accurate as at the time of formulating these Conditions of Entry. The Promoter accepts no responsibility for change in prize value after that date.

- 11 The Promoter accepts no responsibility for any tax implications arising from prize winnings. Entrants should seek their own independent financial advice.
- 12 A prize will only be awarded to an entrant once the entrant has been validated and verified by the Promoter in accordance with these Conditions of Entry.
- 13 Prize/s not transferrable or exchangeable and cannot be redeemed for cash. Prize/s must be taken by the winner/s (and their guest/s, where applicable) at the time stipulated by the Promoter. Failure to do so will result in the prize/s being forfeited and no cash or other compensation will be provided. Subject to any approval being required from the gaming authority/ies in the Relevant State/s where a permit has been issued for this competition, if a prize or element of a prize becomes unavailable for any reason beyond the Promoter's reasonable control, entrants agree to the Promoter awarding a comparable prize or prize element of equal or greater value as elected by the Promoter.
- 14 If the prize includes vouchers, gift cards or tickets, the Promoter is not liable for and will not provide any replacement prize if they are stolen, forged, damaged or tampered with any way once awarded or are not activated or used before the stated expiry date.
- 15 Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by the venue staff and management. The Promoter is not responsible for how a venue conducts and executes its responsible service of alcohol guidelines. Venue staff and management reserve the right to refuse service of alcohol to any prize winner/s or their accompanying guest/s if they are deemed to be inebriated.
- 16 The Promoter and its associated agencies and companies are not liable for any damage, loss or delay in transit to prize/s, nor for any damage that may occur to prize/s displayed/held at a Venue. Prize delivery will only be made to Australian addresses.
- 17 If requested by the Promoter, the winner/s (and their guest/s, where applicable) may be required to sign an indemnity and release in favour of the Promoter and/or the prize supplier prior to taking the prize. If a winner or any of their guests does not sign the required form/s provided by the Promoter within the timeframe specified, the winner will be deemed invalid.
- 18 As a condition of accepting or participating in any prize the winner's guest/s accepts these Conditions of Entry.
- 19 The Promoter may in its sole discretion appoint chaperones to accompany the winner/s and their guest/s taking the prize. The winner/s and their guest/s agree to the chaperone being present for the duration of the trip/event and agree to comply with all reasonable directions or guidelines specified by the Promoter and/or their chaperone.
- 20 As a condition of accepting the prize, a winner is required to behave appropriately (to the Promoter's satisfaction) at all times while taking the prize. A winner is fully responsible for the behaviour and conduct of their guest/s at all times while taking the prize. If in the Promoter's opinion a winner or the winner's guest/s behaves in a way that is contrary to law, behaves inappropriately, aggressively or offensively, or behaves in a way which may damage the reputation of the Promoter or any of its related bodies corporate or the agencies or companies affiliated with this competition, the Promoter may in its absolute discretion cancel or withdraw the prize and will offer no substitute prize or compensation.
- 21 If an event and/or activity awarded as part of the prize is cancelled, abandoned, called off or postponed for any reason, that part of the prize will be forfeited, and no cash or replacement prize will be offered.

Publication & Publicity

- 22 Where winner publication is required, each entrant requests that his or her full address not be published.
- 23 If requested by the Promoter, entrants and the winner/s (and the winner's guest/s, if applicable) must participate in all promotional

activity (for instance publicity, filming and photography) in relation this competition, free of charge and they consent to the Promoter using their name/s, image/s and/or voice/s in promotional material in any media for any length of time without notification, remuneration or compensation.

sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.

Verification

- 24 The Promoter (or its nominated agent) reserves the right, at any time during or after the Competition Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their entry/ies and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter's satisfaction, then the entrant's entry (and at the Promoter's discretion all of the entrants' entries) will be deemed invalid.
- 25 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has:
- submitted an entry which is not in accordance with these Conditions of Entry;
 - breached any of these Conditions of Entry;
 - tampered with or benefited from tampering with the entry/draw process or the operation of the competition;
 - engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the competition and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition; or
 - acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.

Liability

- 26 The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 27 Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in this competition or as a result of accepting or using any prize. For the avoidance of doubt, this clause does not limit or affect any waiver or disclaimer signed or accepted by entrants as part of this competition.
- 28 These Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of a prize awarded as part of this competition and will not be responsible for breach of any such implied terms.

Other

- 29 If this competition is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition or invalidate any affected entries, subject to any necessary approval from the gaming authority/ies in the Relevant State/s where permits have been issued.
- 30 The Promoter may run, communicate or advertise this competition using Facebook and/or Instagram. However, the competition is in no way