# [50's Club] – May, 2024 – All Tier (Excluding VIP Magnetic & VIP Orpheus)

**Promoter:** Breakwater Island Limited, as responsible entity for Breakwater Island Trust, ABN 48 071 515 194 trading as The Ville of Sir Leslie Thiess Drive, Townsville, Queensland, 4810.

# 1. Promotional Period

1.1. The [50's Club] promotion ("Promotion") commences at [09:00] each draw day and concludes at close of business ("Promotional Period").

### 2. Eligibility To Enter

2.1. In order to participate in the Promotion, a person must:

- a) be 50 years of age or over;
- b) be a current Member, Preferred, Executive, Director, President, Platinum, Chairman or Diamond member of Vantage Rewards program operated by the Promoter (with selective criteria chosen by the Promoter) (each a "**Membership Level**");
- c) are entitled to access the promotion location;
- d) not be the subject of an exclusion direction or self-exclusion order pursuant to the Casino Control Act 1982 (Qld);
- e) not be subject to restrictions on entering the property such as having been issued a Withdrawal of License; and
- f) not be restricted from accumulating and redeeming any further benefits of their membership through having triggered a Pre Commitment.

A person who meets the above criteria will be referred to as an "Eligible Entrant".

2.2. The Promoter reserves the right to refuse any person participation in the Promotion at any time.

### 3. Qualification and Vantage Dollar Offer Validity Periods

- 3.1. An Eligible Entrant may qualify in the Promotion after \$50 turnover based on game play on Electronic Gaming Machines ("**EGM**") during the Promotional Period.
- 3.2. An Eligible Entrant is only entitled to qualify for the Promotion once during the Promotional Period.
- 3.3. The Vantage Dollar Offer for an Eligible Entrant will be 50 Vantage Dollars.
- 3.4. If an Eligible Entrant qualifies for a Vantage Dollar Offer, a Prize Tag will be attached to the Eligible Entrant's Vantage Rewards Membership Account

# 4. Redemption of Vantage Dollar Offer

- 4.1. The Eligible Entrant must correct insert their valid Vantage Rewards Card in any Electronic Gaming Machine ("EGM") during the Offer Validity Period to activate their Prize Tag and be allocated the Vantage Dollar Offer.
- 4.2. It is the Eligible Entrant's responsibility to claim their prize within the Offer Validity Period.
- 4.3. All Vantage Dollar Offers must be taken as stated and cannot be exchanged for alternate offers. Any tax implication or liability that attaches to a Vantage Dollar Offer will be the sole responsibility of the relevant winner.

# 5. General

- 5.1. Directors, management and employees of The Ville or any suppliers or agencies associated with this Promotion are not eligible to participate in this Promotion.
- 5.2. Prizes must be taken as stated and cannot be exchanged or redeemed for alternate prizes. Any tax liability or implication which attaches to a prize is the responsibility of the Winner claiming that Prize.
- 5.3. The Promoter is not responsible for any loss, damage or injury suffered or claimed (including, but not limited to, indirect or consequential loss or damage, personal injury or death, and direct or indirect loss or damage due to negligence or technical or mechanical malfunction) by an entrant in relation to entering or participating in this Promotion or taking or using the prizes offered (except that which cannot be excluded by law) except where that loss, damage or injury was caused by breach of these terms and conditions by the Promoter or the wilful or negligent acts or omissions of the Promoter. To avoid any doubt, the Promoter shall not be liable for loss caused by technical and mechanical malfunction which is outside the control of the Promoter.
- 5.4. Conduct of the entire Promotion, including decisions on the eligibility of persons to enter and validity of entry and prizes, shall be the responsibility of the Promoter.
- 5.5. To the extent that a situation or 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 make a decision regarding such situation or issue which is not inconsistent with these terms and conditions in its sole and absolute discretion.
- 5.6. While the Promoter intends to conduct the Promotion as offered, the Promoter reserves the right to cancel or change the Promotion or a prize offered in the Promotion if it can no longer continue the Promotion or offer a prize due to circumstances outside the Promoter's control.
- 5.7. The Promoter accepts no responsibility for late or non-received entries. The Promoter does not guarantee the continuous or fault-free operation of the entry processes, including entry validating and receipting processes, during the Promotion. In the event of any technical difficulties with the Casino Management System the Promoter reserves the right to adopt a manual process of generating Entries.
- 5.8. Any entrant who tampers, or attempts to tamper, with the entry processes or tampers, or attempts to tamper with the processes used for the draws or who submits an entry which is not valid in accordance with these terms will be subject to disqualification at the discretion of the Promoter.
- 5.9. Drawn Entrants may be asked to participate in publicity or advertising at the request of the Promoter. Participation in any such publicity or advertising is at the sole discretion of the relevant Drawn Entrant. The names of Drawn Entrants will not be published without their consent except as announced at the Draw Location.
- 5.10. Participation in the Promotion indicates acceptance of the terms and conditions governing the Promotion. These terms and conditions will be available at the Vantage Rewards Promotions Desk at The Ville throughout the Promotion Period.
- 5.11. By participating in this Promotion, each entrant's entry/entries becomes the property of the Promoter and may be used for the Promoter's business analysis and marketing purposes in accordance with the Promoter's privacy statement which can be viewed at <u>the-ville.com.au</u>. Privacy law allows entrants to access their personal information held by the Promoter in certain circumstances. Failure to supply the personal information requested may result in an entry being deemed invalid.