

## CONDITIONS OF ENTRY

### [A Day at the Races] – Fridays in November, 2023 – All tier promotion

**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 **A Day at the Races** promotion ("**Promotion**") commences at 10:00 and concludes once the final virtual race has been conducted at 14:00 Friday 3, 10, 17 & 24 November, 2023 ("**Promotional Period**").
- 1.2. Virtual races will be conducted on the Main Gaming Floor at The Ville ("**Draw Location**") and The Orpheus Room.

#### 2. Eligibility To Enter

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

- a) be 18 years of age or over;
- b) be a current Member, Preferred, Executive, Director, President, Platinum, Chairman, Diamond, VIP Magnetic and Orpheus VIP member of Vantage Rewards program operated by the Promoter (with selective criteria chosen by the promotor) (each a "**Membership Level**");
- c) are entitled to access the draw 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. Entries and Entry Periods

- 3.1. An Eligible Entrant may earn entries in the Promotion through playing an eligible Electronic Gaming Machine ("**EGM**").
- 3.2. Each time an Eligible Entrant achieves \$25 turnover on an EGM (when the Eligible Entrant's current Vantage Rewards card is correctly inserted into the EGM), they will qualify for the next virtual race applicable for that Virtual Race Day.
- 3.3. Entry periods are between 10:00 – 11:00, 11:01 – 12:00, 12:01 – 13:00, and 13:01 – 14:00 (each a "**Session**").
- 3.4. Once qualification session has finished, a race will be displayed on an Eligible Entrant's screen. The Eligible Entrant must have their card inserted into the EGM 90 seconds prior to the start of the race to be able to select a horse to compete within the race. A race will be displayed and will be conducted, and on conclusion of the race the Eligible Entrants who have chosen the first place winning horse ("**Winner**"). will be awarded an equal share of the prize pool for the race, based on the number of Members participating whom selected the Winner. Any Members whom selected second or third place winning horses will receive a "Fixed" Vantage Dollar Prize respectively.
- 3.5. To enter each Session the Entrant must remove their card and re-insert at the start of the new Session.
- 3.6. Entries earned are valid for the Vantage Rewards membership level at the time of earning.

#### 4. Conduct of the Prize Draws

- 4.1. The Promotor will conduct the Virtual Races approximately every sixty (60) minutes at 11:00, 12:00, 13:00 and 14:00 (each a “**Prize Draw**”).
- 4.2. For each session, the winners will receive prizes based on the amount of Eligible Entrants that have picked the winning horse (each a “**Prize**”).
- 4.3. Winners will receive their Prize at the end of the race, the prize will be automatically loaded into the Entrant’s Vantage Rewards card.

#### 5. Prizes

- 5.1. The total prize pool is approximately 2,000 Vantage Dollars per week.

Time	1 <sup>st</sup> Prize	2 <sup>nd</sup> Prize	3 <sup>rd</sup> Prize
11:00	500 Vantage Dollars	15 Vantage Dollars	10 Vantage Dollars
12:00	500 Vantage Dollars	15 Vantage Dollars	10 Vantage Dollars
13:00	500 Vantage Dollars	15 Vantage Dollars	10 Vantage Dollars
14:00	500 Vantage Dollars	15 Vantage Dollars	10 Vantage Dollars
	<b>Split prize</b>	<b>Fixed prize</b>	<b>Fixed Prize</b>

- 5.2. All Prizes must be taken as stated and cannot be exchanged for alternate prizes or offers. Any tax implication or liability that attaches to a Prize will be the sole responsibility of the relevant Winner.

#### 6. Invalid Draws/Entries

- 6.1. If an Entry is gained by means other than in accordance with these Terms and Conditions, the Entry will be deemed invalid.
- 6.2. Should the casino operator determine that the integrity of the promotion and/or draw has been compromised it may either postpone the promotion and/or draw until such a time as the integrity of the promotion and/or draw has been validated or cancel the draw.

#### 7. General

- 7.1. Directors, management and employees of The Ville or any suppliers or agencies associated with this Promotion are not eligible to participate in this Promotion.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

- 7.5. 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.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.
- 7.9. 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 Customer Service Desk at The Ville throughout the Promotion Period.
- 7.10. 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 [the-ville.com.au](http://the-ville.com.au). 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.