

## CONDITION OF ENTRY

### [Birthday Bonus] – March, 2024 – All Tiers (Excluding Member)

**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 and Location

- 1.1. The Birthday Bonus promotion (“**Promotion**”) commences at 09:00 on Friday 1 March, 2024 and ends at 23:59 Sunday 31 March, 2024 (“**Promotional Period**”).

#### 2. Eligibility to Enter

- 2.1. In order to participate in the Promotion, a person must:
- be 18 years of age or over;
  - be a current Preferred, Executive, Director, President, Platinum, Chairman, Diamond, Magnetic VIP or Orpheus VIP member of Vantage Rewards program operated by the Promoter and have a current membership card (with selective criteria chosen by the promotor) (each a “**Membership Card**”);
  - have a birthday that falls within the month of March;
  - not be the subject of an exclusion direction or self-exclusion order pursuant to the Casino Control Act 1982 (Qld);
  - not be subject to restrictions on entering the property such as having been issued a Withdrawal of License; and
  - 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.

#### 3. Entries

- 3.1. Eligible Entrants can swipe their Membership Card at the Draw Location during the Promotional Period to participate in the Promotion.
- 3.2. An Eligible Entrant is only entitled to enter the Promotion once during the Promotional Period (“**Prize Draw**”).
- 3.3. Entries earned are valid for the Vantage Rewards membership level at the time of earning.

#### 4. Prizes

Tier	Prize
Preferred	15 Vantage Dollars
Executive	30 Vantage Dollars
Director	50 Vantage Dollars
President	100 Vantage Dollars
Platinum	150 Vantage Dollars
Chairman	300 Vantage Dollars
Diamond	500 Vantage Dollars
Magnetic VIP	150 Vantage Dollars
Orpheus VIP	300 Vantage Dollars

(each a “**Prize**”)

- 4.1. The Prize 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.

#### 5. Conduct of the Prize Draw

- 5.1. Eligible Entrants swipe their card at any of the jackPods machines in the Promo Zone during their birthday month to play the game “Birthday Bonus” to redeem their prize

## **6. Present for the Prize Draws**

- 6.1. Drawn Entrants are not permitted to send a proxy to claim a prize.

## **7. Identification**

- 7.1. A Selected Member must produce valid acceptable identification to a representative of the Promoter to confirm their eligibility to win a prize. Valid identification acceptable to the Promoter will be either one form of valid photographic identification (Passport or Australian driver's licence) with an undamaged clearly visible photograph, or two other forms of non-photographic identification acceptable to the Promoter.
- 7.2. The Promoter reserves the right to waive or vary the identification requirements in circumstances where the identity of a drawn entrant is determinable without the assistance of a card or other form of identification.

## **8. Invalid Draws/Entries**

- 8.1. If an entry is gained by means other than in accordance with these Terms and Conditions, the entry will be deemed invalid.
- 8.2. 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.

## **9. General**

- 9.1. Directors, management and employees of The Ville or any suppliers or agencies associated with this Promotion are not eligible to participate in this Promotion.
- 9.2. 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 willful 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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 kiosk, the Promoter reserves the right to adopt a manual process of generating entries.
- 9.7. 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.
- 9.8. 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 selected member. The names of drawn entrants will not be published without their consent except as announced at the Draw Location.
- 9.9. 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.
- 9.10. 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 [www.the-ville.com.au](http://www.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.