

CONDITIONS OF ENTRY

[Mega Members Jackpot] – All Tier Promotion (excluding Magnetic VIP and Orpheus VIP)

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 **[Mega Members Jackpot]** promotion (“**Promotion**”) commences at [14:00] on Sunday 12 November, 2023 and concludes once the final prize draw has been completed as determined by the Promoter and detailed in **Condition 1.2. (“Promotional Period”)**.
- 1.2 During the Promotion Period, prize draws will be conducted twice a week on Wednesdays and Sundays. Prize draws on Wednesday 8, 15, 22 & 29 November 2023 will be conducted every 60 minutes between [19:00 and 21:00]. Sunday prize draws on 12, 19 & 26 November, 2023 will be conducted every 60 minutes between [14:00 and 16:00].

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 or Diamond 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. Mega Members Jackpot – Entries and Draw.

- 3.1 Valid Vantage Rewards Membership (who have registered play in the previous 6 months of the draw) qualify in the **Mega Members Jackpot**. Only one entry per person. The exception is for a “Must Win Mega Members Jackpot” draw where the qualification period will be for Vantage Rewards Members who have registered play in the previous 7 days with one entry per member.
- 3.2 Eligible Entrants must be present to win.

4. Weekly Prize Draw – Entries and Draw.

- 4.1 At each Weekly Prize Draw, one Member will be selected via a random number generator (“**Selected Member**”) which detects an Eligible Entrant with their card inserted in an EGM/FATG or handed to a Table Games Dealer. A Representative will confirm the Selected Member is at the location indicated, confirm legibility requirements and announce their name on the public address system.
- 4.2 The Promoter cannot guarantee that the Prize Draw announcements can be heard in all parts of the Casino within The Ville.
- 4.3 Entry Periods for the **Weekly Prize Draw** on Wednesdays is 19:00 & 20:00 (each an “**Entry Period**”): and Entry Periods for the **Weekly Prize Draw** on Sundays is 14:00 & 15:00 (each an “**Entry Period**”).

5. Prizes

- 5.1 Mega Members Jackpot will start at [\$50,000 Cash] and will jackpot by [\$1,000 Cash] each week if not claimed following the Sunday Prize Draw.
- 5.2 If Mega Members Jackpot is won, the Jackpot will reset and start at [\$5,000 Cash]

5.3 Prize Draws

Time	Prize
Weekly (Wednesday) Prize Draws 19:00 and 20:00 Weekly (Sunday) Prize Draws 14:00 and 15:00	5 x 100 Vantage Dollar hot seat prizes to be won at each Weekly prize draw
Wednesday Mega Members Jackpot 21:00 Sunday Mega Members Jackpot 16:00 (Jackpots if not claimed after Sunday draw)	\$1,000 Cash (plus the unclaimed value from the week prior)

5.4 Winners will receive their Prize after their identity has been confirmed in accordance with conditions under item **7. Identification**.

5.5 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. Conduct of the Prize Draws

- 6.1 Should the Draw Location be filled to venue permitted capacity for any Prize Draw, the Promoter will direct excess audience members to an additional venue at The Ville to attend the Prize Draws. Members will be directed to Quarterdeck, and then the Hotel Lobby once Quarterdeck is at capacity.
- 6.2 For the Mega Members Draw one name will be selected from the Eligible Entrants for the Mega Members Jackpot prize draw.
- 6.3 The Drawn Entry must be verified by two (2) representatives of The Ville to ensure the correct name is announced.
- 6.4 The name (and membership number if relevant) of the Eligible Entrants identified on the Drawn Entry will be announced at the Draw Location ("**Drawn Entrant**"). The Promoter cannot guarantee that announcements can be heard in all parts of the Draw Location or throughout the remainder of the venue during the Prize Draw announcements
- 6.5 To be deemed "present at the Prize Draw" the Drawn Entrant must present themselves to a representative of the promoter at the Draw Location or the Orpheus Room Concierge Desk at The Ville within two (2) minutes of their name being announced and provide suitable identification in accordance with conditions under item **7. Identification** ("**Winner**"). Drawn Entrants are not permitted to send a proxy to claim a prize.
- 6.6 In the circumstance that the Prize Draw location is at capacity, an announcement will be made over the PA system to Level 3. The Drawn Entrant must present themselves within five (5) minutes of their name being announced and provide suitable identification in accordance with conditions under **7. Identification** ("**Winner**"). Drawn Entrants are not permitted to send a proxy to claim a prize.
- 6.7 For the **Mega Members Jackpot draw**, if the Drawn Entrant does not comply with **Condition 6.5** at the prize draw, the amount of the prize will jackpot to the following weeks 21:00 Mega Members Jackpot prize draw. Except where it is determined by the Promoter that the Mega Members Jackpot Draw is to be a "Must Win", draw then a redraw will take place until a winner is found.

7. Identification

- 7.1 An Eligible Entrant 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 at its sole discretion in circumstances where the identity of an Eligible Entrant is determinable by a representative of the Promoter without the assistance of these or any 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 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.

9.3 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 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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 Customer Service Desk at The Ville throughout the Promotion Period.

9.11 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 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.