## **CONDITION OF ENTRY**

# [Pop That Pinata] – Mondays in April, 2024 - 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 and Location

- 1.1. The Pop That Pinata promotion ("**Promotion**") commences at 09:00 on Monday 8 April, 2024 and concludes at 15:00 on Monday 29 April, 2024 ("**Promotional Period**").
- 1.2. Tournament games will take place on the jackPod machines in the Promo Zone located on The Ville Main Gaming Floor and The Orpheus Room ("**Draw Location**").
- 1.3. Promotion not valid Monday 1 April, 2024.

## 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;
  - 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 Licence; 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.

## 3. Entry and Entry Periods

- 3.1. An Eligible Entrant must present themselves at the jackPod machines between 09:00 to 12:00 and 12:01 to 15:00 each a Promotion Period ("Qualifying Period").
- 3.2. The Promotor will have representatives to assist the Eligible Entrant in playing the jackPod machines with the game "Pop That Pinata".
- 3.3. Each Eligible Entrant may only qualify to have a maximum of three attempts during each Qualifying Period.
- 3.4. Participation closes 1 minute prior to each of the Weekly Prize Draws, when all current games will finalise.
- 3.5. At the end of each "Pop That Pinata" game the Eligible Entrant will have a point score based on the play session.
- 3.6. At 12:00 and 15:00, prizes will be awarded to the Eligible Entrants based on the highest point score in descending order. Example the highest point score is awarded 1<sup>st</sup> place and the second highest point score is awarded 2<sup>nd</sup> place etc.
- 3.7. The point score is based on individual "Pop That Pinata" game and not an accumulation of points.
- 3.8. The prizes will be added onto the Eligible Entrant's membership account after the prizes have been determined.

## 4. Prizes

4.1. Total prize pool for this promotion is 1,500 Vantage Dollars each week (each a "Prize") per Prize Draw.

Draw Times	Place	Prize
Tournament One at 12:00 and Tournament Two at 15:00.	1 <sup>st</sup>	250 Vantage Dollars
	2 <sup>nd</sup>	125 Vantage Dollars
	3 <sup>rd</sup>	100 Vantage Dollars
	4 <sup>th</sup>	75 Vantage Dollars
	5 <sup>th</sup>	50 Vantage Dollars
	6 <sup>th</sup>	50 Vantage Dollars
	7 <sup>th</sup>	25 Vantage Dollars
	8 <sup>th</sup>	25 Vantage Dollars
	9 <sup>th</sup>	25 Vantage Dollars
	10 <sup>th</sup>	25 Vantage Dollars

4.2. 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. Invalid Draws/Entries

- 5.1. If an Entry is gained by means other than in accordance with these Terms and Conditions, the Entry will be deemed invalid.
- 5.2. 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.

#### 6. General

- 6.1. Directors, management and employees of The Ville or any suppliers or agencies associated with this Promotion are not eligible to participate in this Promotion.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. 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.

- 6.9. 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.
- 6.10. 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 <u>www.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.