

## CONDITIONS OF ENTRY

### **[Spooky Sundays] – October, 2024 – Platinum, Chairman & Diamond (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 **[Spooky Sundays]** promotion (“Promotion”) commences at [14:00] on Sunday 6 October, 2024 and concludes once the final prize draw has been completed on Sunday 27 October, 2024. (“Promotional Period”).
- 1.2. During the Promotion Period, Prize Draws will be conducted approximately every hour from [14:30 – 18:30] (each a “**Prize Draw**”) in The Orpheus Room at The Ville (“**Draw Location**”) on Sunday 6, 13, 20 & 27 October, 2024 during the Promotional Period (each a “Draw Day”).

#### **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 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 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 **Qualifying Prize Draws** through playing Electronic Gaming Machines (“**EGM**”), Fully Automated Table Games (“**FATG**”) and Table Games.
- 3.2. **For Prize Draws**, one (1) entry (“**Entry**”) will be automatically generated on behalf of an Eligible Entrant for every \$5 Theoretical Spend based on game play (when the Eligible Entrant’s current Vantage Rewards card is correctly inserted into EGM/FATG or registered at a gaming table). Table Games play is based on estimated average bet as determined by gaming staff.
- 3.3. Entry Periods for the **Prize Draws** are listed below “**Entry Period**”. Entries will only qualify for prize draws conducted on that respective Entry Periods.

<b>Prize Draws</b>	<b>Entry Periods</b>
06/10/2024 at 14:30, 15:30, 16:30, 17:30 & 18:30	18:00 on 29/09/2024 to each Prize Draw on 06/10/2024
13/10/2024 at 14:30, 15:30, 16:30, 17:30 & 18:30	18:30 on 06/10/2024 to each Prize Draw on 13/10/2024
20/10/2024 at 14:30, 15:30, 16:30, 17:30 & 18:30	18:30 on 13/10/2024 to each Prize Draw on 20/10/2024
27/10/2027 at 14:30, 15:30, 16:30, 17:30 & 18:30	18:30 on 20/10/2024 to each Prize Draw on 27/10/2024

- 3.4. An Entry for the **Prize Draws** is only valid for the next Draws on that Draw Week to be held after that Entry is submitted, and is not valid for any subsequent Prize Draws on other Draw Weeks.
- 3.5. Eligible Entrants or their Proxy must be present to win.

3.6. Eligible Entrants must register their Vantage Rewards card in an EGM within 5 hours prior to the next prize draw to activate entries earned.

**4. Prizes**

4.1. The total prize pool for the **Prize Draws** is \$64,000 Cash and 48,000 Vantage Dollars.

**5. Prize Draws**

Prize Draws	Prize
Sundays  06/10/2024, 13/10/2024, 20/10/2024 & 27/10/2024	14:30: \$5,000 Cash + 5,000 Vantage Dollars  15:30: \$2,000 Cash  16:30: \$2,000 Cash + 2,000 Vantage Dollars  17:30: \$2,000 Cash  18:30: \$5,000 Cash + 5,000 Vantage Dollars <b>Total prize amount will be \$16,000 cash and 12,000 Vantage Dollars each draw day.</b>  <b>Total prize pool of \$64,000 in cash and 48,000 Vantage Dollars.</b>

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

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. 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.

6.2. For the **Prize Draws** one name will be selected from the Eligible Entrants for Prize Draws.

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) of the Eligible Entrants identified on the Drawn Entry will be announced on the PA System ("**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. The promoter reserves the right to announce the name of Selected Members at other locations throughout The Ville.

6.6. Selected Members must be "**present at the relevant Prize Draw**" in accordance with **Condition 6.6** to be eligible to win. If a Selected Member is not "present at the Prize Draw", **Condition 6.7** will apply and that Entry will be returned to the barrel to be eligible for the remaining Prize Draws on that Draw Day.

6.7. 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.

6.8. If a Selected Member does not satisfy **Condition 6.6** or does not otherwise satisfy these Conditions of Entry, redraws will take place until a Selected Member who satisfies the requirements of these Conditions of Entry (including by being "present at the Prize Draw") is drawn for each of the relevant Prize Draws.

## **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 or to claim the prize as a Proxy for an Eligible Entrant. 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. Proxy**

- 8.1. In the case of a Proxy for an Eligible Entrant, the proxy nomination must be completed, signed and lodged with the Promoter no less than half an hour prior to the draw.
- 8.2. Only Diamond Tier level members may nominate a proxy to represent them at the draw.
- 8.3. The prize for the draw will not be issued to the Proxy and will only be issued to the Prize Winner. Vantage Dollar and cash prizes will be added to the Prize Winners account, where all other prizes will be held waiting for collection by the Prize Winner, who will need to provide identification in accordance with conditions under item **7. Identification**, when collecting the prize.

## **9. Invalid Draws/Entries**

- 9.1. If an Entry is gained by means other than in accordance with these Terms and Conditions, the Entry will be deemed invalid.
- 9.2. 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.

## **10. General**

- 10.1. Directors, management and employees of The Ville or any suppliers or agencies associated with this Promotion are not eligible to participate in this Promotion.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.

- 10.10. 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.
- 10.11. 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](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.