

## **2024 ClubsNSW Annual Conference & AGM Feedback Survey Promotion**

### **SCHEDULE**

This Schedule together with the Terms and Conditions constitute the terms of entry for this Promotion. Please read the Terms and Conditions attached to this Schedule.

1. The **Promotion** is ClubsNSW Annual Conference & AGM Feedback Survey.
2. The **Promoter** is The Registered Clubs Association of New South Wales (ABN 61 724 302 100) of Level 8, 51 Druitt Street, Sydney NSW 2000.
3. **Relevant Parties** means TAB Limited (ACN 081 765 308) of Tower 2, Level 21, 727 Collins Street, Melbourne VIC 3000.
4. **Conference** means the 2024 ClubsNSW Annual Conference & AGM.
5. **Entry Restrictions** are as follows: Entrants must be:
  - a. 18 years of age or over; and
  - b. a registered Conference attendee.
6. Entry into the Promotion commences at 3:00PM AEDT on 11 October 2024 (**Commencement Date**).
7. Entry into the Promotion closes at 5:00PM 18 October 2024 (**Closing Date**). (Collectively with clause 5, **Promotion Period**.)
8. **Entry Method** is the following:
  - a. On the Commencement Date, the registered attendees of the Conference will receive, via email, a link to the Conference Feedback Survey;
  - b. Entrants are required to answer 5 survey questions in the Conference Feedback Survey and submit their responses (**the Entry**).
9. **Maximum Number of Entries:** Entry to the Promotion is limited to one (1) entry per entrant, over the entire Promotional Period.
10. The competition is advertised via:
  - a. Email to registered participants to the Conference; and
  - b. the Website.
11. The **Website** means the website located at <https://www.clubsnswconference.com/>
12. Entry is via the site provided by the Promoter in an email to registered attendees of the Conference on the Commencement Date.
13. The Promotion is a game of chance. All valid entries will be entered into the applicable random draw, which will be conducted by randomdraws.com.au by Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330) (<https://www.randomdraws.com/au/>).
14. There will be only one (1) winner who will be randomly drawn in accordance with this Schedule and Terms and Conditions.
15. The Prize consists of the following:
  - (i) one (1) \$1,000 AUD eftpos gift card provided by the Relevant Party.
16. Total prize pool is \$1,000 AUD.
17. Notification of Winner: The winner will be notified via the contact details provided to the Promoter by the entrant on 23 October 2024.
18. **Unclaimed Prize Date:** 30 October 2024
19. If a prize/s is unclaimed by the Unclaimed Prize Date, a random computerised second chance draw will be conducted for the unclaimed prize by the promoter at 12:00pm 30 October AEDT subject to written directions from State regulatory bodies. The winner of the second chance draw, if any, will be notified in writing within seven (7) business days of the Unclaimed Prize redraw.

## **TERMS AND CONDITIONS**

### **TERMS OF ENTRY**

1. These Terms and Conditions must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms and Conditions.
2. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the winner.
3. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.
4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.

### **PROMOTION**

5. The Promotion is conducted by the Promoter.
6. This Promotion will be advertised as outlined in the Methods of Advertisement.

### **ELIGIBLE ENTRANTS**

7. Entry is open only to entrants who comply with the Entry Restrictions (if any). Directors, officers, management, employees, contractors and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the Relevant Parties are ineligible to enter.
8. Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.
9. All entries to the Promotion may be subject to verification by the Promoter. An entrant must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity.
10. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute or compensation will be offered.

### **ENTRY**

11. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date (the **Promotion Period**).
12. To enter the promotion, entrants must follow the Entry Method during the Promotion Period.
13. An entrant's entry must not be:
  - a) late;
  - b) delayed;
  - c) incomplete;
  - d) incomprehensible;
  - e) unlawful or capable of violating any law or giving rise to a civil action;
  - f) obscene;
  - g) defamatory or libellous;
  - h) threatening or harassing;
  - i) pornographic or contain nudity;
  - j) hateful;
  - k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
  - l) incite or be capable of encouraging conduct that would be considered a criminal offence;
  - m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.

14. An entrant may submit up to the Maximum Number of Entries.
15. The entrant warrants that their entry including the response and any photos, images or videos ("**Entry Material**") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
16. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
17. By entering the Promotion, entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):
  - a) Exercising any of the rights in the Entry Material without identifying the entrant; and
  - b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
18. Each entrant warrants that:
  - a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
  - b) the Entry Material is not, and its use by the Promoter (or the Relevant Parties) will not be, in breach of any third party intellectual property rights;
  - c) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
    - i. in the event that any of the warranties given by the entrant are false;
    - ii. as a result of any breach of these Terms and Conditions by the entrant; and
  - d) they have consent from each person appearing in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or guardian).
19. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
20. If Entry is permitted via website or app is free. However, any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
21. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
22. Should an entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Date, that entrant must notify the Promoter of their correct contact details immediately.
23. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.
24. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
  - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
  - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - d) has submitted an entry that is not in accordance with these Terms and Conditions.
25. By entering the Promotion, the winner agree that:
  - a) if requested by the Promoter, the winner will:
    - i. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
    - ii. participate in all promotional and publicity activity in connection with the Promotion;

- b) the Promoter may use their name, image, likeness, voice, location, comments, photographs, Entry Material or clips ("Materials") for publicity and promotional purposes in any form of media, without reference or compensation to the winner and their guest/s or any other person;
  - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
  - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others (including the and Relevant Parties) to do the same; and
  - e) the winner and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.
26. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

#### **WINNERS**

- 27. There will be one (1) winner of the Prize.
- 28. The Promoter's decisions are final and no correspondence will be entered into.
- 29. The winner will be notified by phone and email within on the date specified in the Schedule.
- 30. All reasonable attempts will be made to contact the winner. If the Prize is not claimed by the winner by the Unclaimed Prize Date, it will be awarded to another entrant by the Promoter on the Unclaimed Prize Date. The winner of the unclaimed Prize will be notified by phone/email within seven (7) days of the Unclaimed Prize Date.

#### **PRIZE**

- 31. The Prize for this Promotion and the Total Prize Value is specified in the Schedule.
- 32. The Prize will be posted to the winner using the address provided to the Promoter by the winner in their Entry.
- 33. All Prize values are correct as at the Commencement Date and are reflective of the recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values.
- 34. The Prize must be taken as offered and cannot be varied. If the Prize (or any part of the Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification (subject to the approval of the authorities that have issued permits for the conduct of the Promotion). The Promoter accepts no other liability or responsibility for any loss incurred by the winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason.
- 35. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
- 36. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the winner.
- 37. The Prize must be claimed by the winner by the Unclaimed Prize Date. All aspects of each Prize must be taken together as a package. In the event that for any reason whatsoever the winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the winner.
- 38. The winner is advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to accepting the Prize. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 39. Once the Prize has left the Promoter's/Prize supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
- 40. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
- 41. The Prize will be awarded to the winner in the Promoter's sole discretion.
- 42. Prizes may not, without the prior written consent of the Prize supplier and the Promoter, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize supplier

may, at their absolute discretion, withdraw the Prize. Where a ticket has been withdrawn in accordance with this clause no refund, substitute or compensation will be offered and the winner and any person who has purchased or otherwise bears that ticket may be refused entry.

#### **General**

43. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
44. If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms and Conditions, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.
45. The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms and Conditions; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
46. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
47. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry/vote or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) if any tax liability incurred by a winner, entrant; (f) use/taking of a prize; or (g) attendance at a prize event or Conference Dinner.
48. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion (subject to any direction given under the relevant State/Territory permit regulations).
49. The winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties and the Relevant Parties. The winner must become acquainted with any such additional terms and conditions prior to taking the Prize and the winner agree to be bound by such terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
50. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
  - a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
  - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or
  - c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or entrants' details.
51. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted

by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.

52. The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
53. These Terms and Conditions are governed by the laws of New South Wales, Australia. The Promoter and all entrants irrevocably submit to the non-exclusive jurisdiction of New South Wales, Australia.
54. These rules are Terms and Conditions and constitute the entire terms and conditions between the entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide entrants with notice of substantial amendments (subject to the approval of the authorities that have issued permits for the conduct of the Promotion).
55. Except for the 'Entry Material, all entries become the property of the Promoter.
56. No bonus prizes will be awarded in this Promotion.
57. If there is a dispute regarding any aspect of this Promotion, including the conduct of the Promotion or the redemption of a Prize, the entrant shall contact the Promoter using the Promoter's address contained in the Schedule. The Promoter will take reasonable steps to assess the dispute based on any facts or evidence presented to it and to respond to it fairly within a reasonable time of the entrant notifying the Promoter of the dispute. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
58. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, or any other event beyond the reasonable control of the Promoter including by reason of COVID-19 government restrictions, bans and/or lockdowns, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize and invalidate any affected entries.

#### **PRIVACY**

59. The Promoter collects personal information (PI) in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to Related Parties, agents, contractors, service providers and prize suppliers.
60. Entry and voting is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.clubsnsw.com.au/privacy-policy>, and the Promoter's Personal Information Collection Notice.
61. In addition to any use that may be outlined in the Promoter's Privacy Policy and the Promoter's Personal Information Collection Notice, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Promoter's Privacy Policy also contains information about how entrants may access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries and votes become the property of the Promoter.