

## **“CLUBPASS SIGN IN TO WIN COMPETITION” PROMOTION**

### **Terms and Conditions**

#### **General**

1. The “ClubPASS Sign In To Win Competition” Promotion is referred to as the “**Promotion**” throughout these Terms and Conditions.
2. Information on how to enter and participate in the Promotion and the prizes to be won through the Promotion are contained in these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
3. This Promotion is a game of chance.
4. Entry into the Promotion is free. You must have an account with the ClubPASS App to enter this Promotion, subject to compliance with these Terms and Conditions. The ClubPASS App is free to download.

#### **Details of Promoter and Benefiting Organisation**

5. The promoter is ClubPASS Holdings Pty Ltd (ACN 604 486 115) as the trustee for ClubPASS Trust (ABN 28 507 545 832) of Level 8, 51 Druitt Street, Sydney NSW 2000 (“**Promoter**”).
6. The clubs in New South Wales which are participating in the Promotion (“**Participating Clubs**”) will benefit from this Promotion.

#### **Promotion open and close dates**

7. The Promotion commences at 9:00 AM AEDT on Monday, 24 October 2022 and ends on the earlier of:
  - a. 11.59 PM AEDT on Sunday, 18 December 2022; and
  - b. the date which the total number of Scratchies are exhausted as determined by the Promoter in its sole discretion,(“**Promotional Period**”).

#### **Who can enter**

8. Entry is only open to persons who:
  - a. are aged 18 years or over as at the date of their entry into the Promotion;
  - b. have an account with the ClubPASS App as at the date of entry into the Promotion;
  - c. complete the “How to enter” steps in clause 11 below; and
  - d. are not employees or immediate family members of the Promoter and associated agencies as described at clause 10 below,(“**Eligible Participant**”).

9. The Promoter and the Participating Club reserve the right, in their absolute direction, to require proof of identity in a form acceptable to the Promoter and the Participating Club to verify a person's eligibility to enter the Promotion, redeem a Scratchie, spend a Venue Voucher, redeem a Prize or for any other reason the Promoter or Participating Club deem necessary (in their absolute discretion) to administer the Promotion in accordance with these Terms and Conditions. Failure to provide proof of identity to the satisfaction of the Promoter or the Participating Club in a timely manner may result in automatic disqualification of the participant at the sole discretion of the Promoter.

### **Who cannot enter**

10. Employees of the Promoter and their immediate families and agencies associated with this Promotion are ineligible to enter this Promotion.

"Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunty, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

### **How to enter**

11. To enter the Promotion, Eligible Participants must, during the Promotional Period, complete all the following steps:

- a. attend a Participating Club;
- b. sign-in to the Participating Club using the ClubPASS application on a mobile device ("**ClubPASS App**"); and
- c. swipe the button which states "Swipe to enter" on the Promotion pop-up screen. The Promotion pop-up screen will appear immediately after the Eligible Participant signs in to a Participating Club using the ClubPASS App and can also be accessed under the "Offers" section on the Eligible Participant's ClubPASS App home screen.

("Entry").

12. Upon submitting an Entry, Eligible Participants will be automatically taken to a new screen within the ClubPASS App prompting the Eligible Participant to physically redeem a scratchie containing one (1) of the Prizes ("**Scratchie**") from a member of staff at the entrance lobby of the Participating Club which the Eligible Participant signed into ("**Member of Staff**"). This screen is titled the "**Redemption Screen**".
13. Eligible Participants are permitted to enter the Promotion no more than once per day of the Promotional Period.
14. The use of any automated entry software or any other mechanical or electronic means that allows a participant to automatically enter repeatedly is prohibited and will render all entries submitted by that participant invalid.

### **How to redeem your Scratchie**

15. To redeem a Scratchie, Eligible Participants must:
  - a. submit a valid Entry; and

- b. on the same date as the Entry is submitted, locate a Member of Staff at the same Participating Club where the Eligible Participant signed-in to enter the Promotion, as shown on the Eligible Participant's Redemption Screen, and show the Member of Staff the Redemption Screen on the Eligible Participant's ClubPASS App.
16. Subject to the Eligible Participant satisfying clause 15, one (1) Scratchie will be drawn at random by the Member of Staff and provided to the Eligible Participant.
17. Eligible Clubs are responsible for dispensing the Scratchies in accordance with these Terms and Conditions.
18. For the avoidance of doubt, Eligible Participants can only redeem a Scratchie while the Eligible Participant is signed-in to the Participating Club where the Eligible Participant signed-in to enter the Promotion and will be unable to redeem a Scratchie at any other Participating Club or venue.
19. If an Eligible Participant has not redeemed its Scratchie by physically collecting it from the applicable Participating Club before signing out of the ClubPASS App on the day the Entry is submitted, the Eligible Participant will be unable to redeem the Scratchie associated with that Entry and the Eligible Participant's Entry will be voided.
20. Scratchies are deemed void and invalid if stolen, forged, mutilated, or tampered with in any way and/or if the Scratchie does not contain a unique code approved by the Promoter.

### **Prizes**

21. Subject to these Terms and Conditions, the total prize pool for the Promotion is \$25,000.00.
22. Each Scratchie will contain **one** of the following:
  - a. a voucher containing a \$5.00 credit for the Eligible Participant to spend at any Participating Club; or
  - b. a voucher containing a \$10.00 credit for the Eligible Participant to spend at any Participating Club,  
  
(each a "**Venue Voucher**"); or
  - c. a QR code and URL link prompting the Eligible Participant to enter a random draw ("**Second Chance Draw**") for the chance to win \$5,000.00 ("**Second Chance Draw Prize**"),  
  
(together the "**Prizes**").
23. The maximum number of Scratchies that may be distributed during the Promotion is 34,000 consisting of:
  - a. 2,000 Scratchies each containing one (1) Venue Voucher valued at \$5.00;
  - b. 1,000 Scratchies each containing one (1) Venue Voucher valued at \$10.00; and
  - c. 31,000 Scratchies containing a QR code and URL link prompting the Eligible Participant to enter the Second Chance Draw to have a chance to win \$5,000.00.
24. The maximum number of Prizes available to be won by Eligible Participants are:

- a. 2,000 Venue Vouchers valued at \$5.00 each;
  - b. 1,000 Venue Vouchers valued at \$10.00; and
  - c. one (1) Second Chance Draw Prize, being a cash prize of \$5,000.00.
25. Subject to clause 13 and these Terms and Conditions, an Eligible Participant may win more than one (1) Prize.
  26. No bonus prizes in addition to the Prizes listed in clause 22 will be awarded in this Promotion.
  27. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter in writing.
  28. If any Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a Prize to the equal value and/or specification.
  29. Any cost associated with accessing the Promoter's website, the ClubPASS App or any other associated applications is the participant's responsibility and is dependent on the Internet service provider used.
  30. Any ancillary costs associated with redeeming the Prizes are to be borne solely by the Eligible Participant.
  31. Redemption of a Scratchie and/or Prize is subject to any terms and conditions of the Participating Club and the issuer of the Scratchies, including those specified on the Scratchies.
  32. Printing and other quality control errors on the Scratchies will not invalidate an otherwise valid Prize claim, provided that each Scratchie contains a unique code approved by the Promoter in its sole discretion.
  33. Once the total number of Venue Vouchers and/or Prizes have been exhausted, no further claim for Venue Vouchers and/or Prizes will be honoured.

#### **How to spend your Venue Voucher**

34. Clauses 35 to 42 apply to Eligible Participants who win a Venue Voucher.
35. An Eligible Participant will be deemed to have won a Venue Voucher if, after removing the surface of the Scratchie, a \$5 or \$10 voucher prize is revealed.
36. The Venue Vouchers can only be spent at a Participating Club during the period commencing 9.00 AM AEDT on Monday, 24 October 2022 and ending at 11.59 PM AEDT on Sunday, 1 January 2023 ("**Spend Period**").
37. A Venue Voucher can only be used once in a single transaction at a Participating Club. The Eligible Participant must forfeit the Venue Voucher to the Member of Staff processing the transaction.
38. If the total amount of the transaction does not cover the total amount of the Venue Voucher, the Eligible Participant will not be entitled to receive any credit for the unused portion of the Venue Voucher.

39. The physical Venue Voucher must be presented to a Member of Staff of the Participating Club before the amount of the Venue Voucher is deducted from the purchase. Failure to produce the physical Venue Voucher to the Member of Staff of the Participating Club at the time of purchase will result in the Eligible Participant being unable to use the Venue Voucher. Photos or copies of a Venue Voucher will not be accepted by the Participating Club.
40. Venue Vouchers that are not redeemed and spent in the time and manner specified in these Terms and Conditions will be forfeited. No compensation will be payable if an Eligible Participant is unable to redeem and/or spend the Venue Voucher. The Promoter's decision is final, and no correspondence will be entered into in this respect.
41. The Eligible Participant's ability to spend the Venue Voucher is subject to the Participating Club's conditions of entry, including opening hours and any of the obligations on the Participating Club in relation to the Responsible Service of Alcohol.
42. Notwithstanding any other clause in these Terms and Conditions, the Venue Vouchers must not be used to purchase any prizes which are prohibited under the *Community Gaming Act 2018* (NSW) and the *Community Gaming Regulation 2020* (NSW), including but not limited to tobacco products.

#### **How to enter the Second Chance Draw**

43. Clauses 44 to 54 apply to Eligible Participants who have won the chance to enter the Second Chance Draw.
44. An Eligible Participant will be deemed to have won the chance to enter the Second Chance Draw if, after removing the surface of the Scratchie, a message appears prompting the Eligible Participant to enter the Second Chance Draw.
45. To enter the Second Chance Draw, Eligible Participants must, during the period commencing at 9.00 AM AEDT on Monday, 24 October 2022 and ending at 11.59 PM AEDT on Sunday, 22 January 2023, complete all the following steps:
  - a. scan the QR code or click the URL link located on the Scratchie using the Eligible Participant's mobile device;
  - b. follow the prompts to the Promoter's Second Chance Draw webform;
  - c. complete all the following details where indicated in the webform:
    - i. first name;
    - ii. last name;
    - iii. email address;
    - iv. mobile number; and
    - v. unique ID number located on the Scratchie; and
  - d. submit the webform once all details in clause 45c above are completed.
46. Eligible Participants who complete and submit the webform in accordance with clause 45 above will be entered into the Second Chance Draw.
47. Eligible Participants are only permitted to enter the Second Chance Draw using the same unique ID number once. Multiple entries using the same unique ID number will be disregarded.

48. One (1) Eligible Participant will be drawn at random from the Second Chance Draw by randomdraws.com.au by Trade Promotions and Lotteries Pty Ltd (ACN 601 297 330) (<https://www.randomdraws.com/au/>) at 9.00 AM AEDT on Monday, 23 January 2023 ("**Second Chance Draw Date**").
49. Following verification by the Promoter that the winning participant is an Eligible Participant in accordance with these Terms and Conditions, the winning Eligible Participant will be notified in writing by text message (SMS), phone call and email using the contact details submitted by the winning Eligible Participant in the webform used to enter the Second Chance Draw. If a winning participant is deemed by the Promoter not to be an Eligible Participant, the Promoter will be entitled to conduct a re-draw of the Second Chance Draw.
50. The Second Chance Draw Prize will be awarded to the winning Eligible Participant by electronic funds transfer to the winning Eligible Participant's nominated bank account. The winning Eligible Participant must provide the Promoter with their nominated bank account details when requested by the Promoter to enable the Promoter to transfer the Second Chance Draw Prize to the winning Eligible Participant.
51. If for any reason a winning Eligible Participant does not claim the Second Chance Draw Prize by Monday, 6 February 2023, and the Promoter cannot reasonably contact the winner by text message (SMS), phone call and email using the contact details submitted by the winning Eligible Participant in the webform to enter the Second Chance Draw, the winning Eligible Participant's first name and surname will be published on the Promoter's website <https://www.clubsnew.com.au/services/digital/clubpass/winners> on Tuesday, 7 February 2023 for a period of 14 days ("**Second Chance Draw Publishing Period**").
52. If for any reason, the winning Eligible Participant fails to contact the Promoter to claim the Second Chance Draw Prize by the end of the Second Chance Draw Publishing Period, the Promoter will be entitled to conduct a re-draw on the same terms listed above on Wednesday, 22 February 2023. If for any reason the second winning Eligible Participant does not claim the Second Chance Draw Prize within 14 days of the Promoter notifying them, and the Promoter cannot reasonably contact the second winner by text message (SMS), phone call and email using the contact details submitted by the second winning Eligible Participant in the webform used to enter the Second Chance Draw, the second winning Eligible Participant's first name and surname will be published on the Promoter's website <https://www.clubsnew.com.au/services/digital/clubpass/winners> on Thursday, 9 March 2023 for a period of 14 days. If the second winning Eligible Participant fails to contact the Promoter to claim the Second Chance Draw Prize by Wednesday, 22 March 2023, the Second Chance Draw Prize will be forfeited, and the Promoter will not be required to conduct a re-draw.
53. Participation in the Second Chance Draw is deemed acceptance of the Promoter's Personal Information Collection Notice, which can be viewed via the ClubsNSW website in web form format: <https://www.clubsnew.com.au/services/digital/clubpass/clubpass-competition-notice-of-collection> or via pdf format: <https://www.clubsnew.com.au/sites/default/files/2022-10/Personal%20Information%20Collection%20Notice%20-%20ClubPASS%20Campaign%2029.09.22.pdf>.
54. Incomplete or indecipherable entries into the Second Chance Draw will be deemed invalid.

### **Further Terms and Conditions**

55. The Promoter reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has

breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages and/or other compensation from such an offender are reserved.

56. If there is a dispute regarding any aspect of this Promotion, including the conduct of the Promotion, the redemption of a Scratchie or the claiming of a Prize, the Eligible Participant shall contact the Promoter using the contact details contained in these Terms and Conditions. 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 Eligible Participant notifying the Promoter of the dispute. If there is a dispute as to the identity of a participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the participant.
57. The Promoter's decision is final, and no correspondence will be entered into regarding the result of the Promotion.
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 direction to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a Prize and invalidate any affected entries.
59. All participants to the Promotion consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
60. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any participant; and/or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
61. 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.
62. 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 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; (f) any tax liability incurred by a winner or participant of the Promotion; (g) use/taking of a Prize and (h) the Promotion.

63. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to Participating Clubs, third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry 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 its Personal Information Collection Notice. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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 participant. The Promoter's Privacy Policy also contains information about how participants may access, update or correct their PI, how participants 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 become the property of the Promoter. The participant acknowledges that it may opt-out of receiving direct marketing material at any time. If a participant does not provide their PI as requested, they may be ineligible to enter or redeem a Scratchie or claim a Prize in the Promotion.
64. By entering the Promotion, the Eligible Participant consents to:
- a. the Promoter collecting and using the Eligible Participant's Personal Information to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related goods and services in connection with the Promotion; and
  - b. where considered necessary by the Promoter, the Promoter disclosing the Eligible Participant's Personal Information to third parties including, but not limited to, the Promoter's agents, affiliates and related bodies corporate, Prize suppliers, Participating Clubs and/or regulatory authorities and for any purpose to which the Eligible Participant has consented including but not limited to future promotional, marketing and publicity purposes.
65. In these Terms and Conditions, where the context permits, words importing the singular include the plural and vice versa.
66. The Promoter reserves the right to change these Terms and Conditions without notice and at any stage during the Promotion, except where the change is substantial in which case the Promoter will take reasonable steps to inform the participants of the substantial change.
67. This Promotion is governed by the laws of New South Wales. All participants submit to the jurisdiction of the courts in New South Wales.

#### **Promotion permit**

68. Authorised under NSW Authority: TP/02114.