Cash Grab TERMS AND CONDITIONS

This Schedule, together with the Terms of Entry, constitute The Competition Terms of Entry for the Promotion.

Schedule

1	Promotion	Cash Grab			
2	Promoter	Melbourne Racing Club F&B Limited, trading as the Pegasus Leisure Group ABN 60 605 607 001 of Gate 22, Station Street, Caulfield East VIC 3145.			
3	Participating Venues	Highways			
4	Promotion Period	Entry into the Promotion commences at: 7pm Tuesday 14 June 2022 Entry into the Promotion closes at: 8.15pm Tuesday 14 June 2022			
5	Age Restriction	Entrants in the Promotion must be strictly 18 or over to enter.			
6	Eligible Entrants Entry Method	 Entry in the Promotion is only open to residents of Australia excluding: (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including the prize supplier); (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (a) (including natural and non-natural relations (in the opinion of the Promoter)); (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter; (d) persons who have been evicted from any Pegasus Leisure Group venue; and (e) any other persons deemed ineligible by the Promoter. In order to gain entry into the Promotion (an Entry), an Eligible Entrant must: (a) swipe an active Pegasus Rewards membership card at the kiosk at any Participating Venue, upon which they will receive printed entry tickets; and 			
		(b) place such printed tickets into the Participating Venue's allocated entry barrel.			
8	Maximum Number of Entries	Eligible Entrants may only swipe and obtain Entries once per day during the Promotion Period (across all Participating Venues).			
9	Prize	There are 4 prizes to be won, comprising of instant cash			
		prizes. The breakdown of cash to be won is:			
		Quantity	Item	Value of Item	Total value
		250	\$5 notes	\$5	1250
		50	\$10 Notes	\$10	500
		25	\$20 notes	\$20	500
		10	\$50 notes	\$50	500
		2	\$100 notes	\$100	200 \$2950
			1	1	ψ2000
10	Total Prize Value	\$200			
11	Draw Mechanism	At 7.30pm, 7.45pm, 8pm & 8.15pm one member will be drawn out of entry box and asked to enter the cash grab machine. Once machine has been turned in, the Prize Winner			

		will win the amount of cash they grab in allocated time period of 10 seconds		
12	Draw Date	Tuesday 14 June 2022		
13	Notification of Winners	Winners will be notified by one or more of the following by Friday 15 April 2022 □ mail □ email □ telephone ⊠ in person □ Website(s) □ social media		
14	Publication of Winners	Winners will be published on participating venues social media pages		
15	Prize Claim Date	Tuesday 14 June 2022		
16	Prize Delivery	The Prize will be collected by the prize winner at a time and place mutually agreeable as between the Promoter and the Prize Winner.		

Promotion Terms and Conditions Terms of Entry

General

- 1. Defined terms in these terms and conditions have the meanings set out in the Schedule above.
- 2. By entering into the Promotion, you acknowledge that you have read, understood and agree to the Promotion terms and conditions.
- 3. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, including amending these terms, at any time and for any reason.
- 4. These terms and conditions are governed by the laws of the State of Victoria and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.

Eligibility

- 5. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.
- 6. The Promoter has absolute discretion to disqualify any individual who tampers with the application process or who has breached these terms and conditions.
- 7. The Promoter reserves the right to refuse any participation in the Promotion (including refusing entry to the Event to any person including a prize winner) to anyone deemed to be displaying abusive language, displaying unsafe, drunken or inappropriate behaviour at the Event or who otherwise has potential (in the Promoter's absolute discretion) to in any way damage the brand, reputation or image of the Promoter or any of its sponsors or major partners.

Entry Mechanic

- 8. The Promoter may amend or extend the Promotion Period dates, entry times and/or days in its absolute discretion.
- 9. The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including but not limited to entrant identity and location) and disqualify any entrant who is not an Eligible Entrant or who submits an Entry that is not in accordance with these terms and conditions.
- 10. The Promoter accepts no responsibility for lost, misplaced or misdirected entries.

Prize and Prize Draw

- 11. The Promoter will draw out a winner at each allocated time slot to determine the Prize winner(s) on the Draw Date and will notify each winner as soon as reasonably practicable.
- 12. In the event that reasonable efforts have been made to identify a winner and that a winner cannot be readily identified or does not return contact 72 hours after the Promoter has sought to notify the Prize winner, the Promoter may, in its absolute discretion, elect to re-allocate those tickets to a new winner and will use reasonable endeavours to notify the original winner of the re-allocation.
- 13. Entrants can win more than one prize.
- 14. The Prize is non-transferable, non-exchangeable and not redeemable for cash. The Promoter reserves the right to substitute an alternative prize at its complete discretion. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prize; and (b) no compensation will be payable if, for any reason, the Event does not go ahead, a winner cannot be contacted or is unable to use the Prize as stated.
- 15. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward. If the Prize is obtained through any of these methods, it will not be honoured.
- 16. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

Liability and indemnity

- 17. Except for any liability that cannot be excluded under trade promotion laws or the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the Promotion and Consumer Act 2010 (Cth), Australian Consumer Law and Fair Trading Act 2012 (Vic), as amended from time to time, or other similar legislation of a State or Territory of Australia, or other applicable law, the Promoter (including its officers, employees, members 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, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; 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; any variation in prize value to that stated in these terms and conditions; any tax liability incurred by any entrant; any prize(s); or participation in or use of the prize.
- 18. To the fullest extent permitted by law, entrants release and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the Prize) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the Prize).
- 19. Participants confirm and warrant that to the best of their knowledge your general state of health is good and they have no medical condition that could be adversely affected by the exercise or any of the events or activities planned or reasonably expected to be involved in the Promotion.
- 20. Participants agree to co-operate and comply with all reasonable requests from the Promoter (in particular with respect to health and safety) in connection with the Promotion.
- 21. Participants must take all reasonable steps to ensure their own health and safety. Any conduct or behaviour, act or conduct by patrons that the Promoter considers to pose any medical, security or safety risk will lead to their immediate disqualification (including without limitation, any abusive behaviour, physical or verbal).
- 22. All activities are undertaken at a participant's own risk and they acknowledge that, to the extent permitted by law, they will have no claim against the Promoter for any injury which they may suffer as a result of participating in the Promotion (including in the GRAB 4 CASH machine).
- 23. You must notify the Promoter of any medical or other condition, which may mean that you are unfit for participation in the Promotion as soon as you become aware of such a condition.

Privacy

24. The personal information you have provided in your entry to the Promotion is collected, used and disclosed in accordance with the Promoter's Privacy Policy (available from <u>http://mrc.racing.com/our-club/governance/terms-and-</u> <u>conditions/privacy-policy</u>). The Promoter may use and disclose your personal information for the purposes of conducting and administrating the Promotion, awarding the Prize, and other related activities across Australia, including providing you with member services or promotional and marketing material, direct marketing, complying with its legal obligations or otherwise in accordance with the Promoter's Privacy Policy. The Promoter may share your personal information, including but not limited to contact details, date of birth, gender, qualifications or communication history, with third parties to carry out functions and activities on the Promoter's behalf, including but not limited to direct marketing, companies the Promoter engages to operate rewards/loyalty programs for the Promoter or otherwise in accordance with the Promoter's Privacy Policy. In certain circumstances, your information may be disclosed overseas. The Promoter's Privacy Policy contains information about how you may access and request correction of your personal information held by the Promoter or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the Promoter. Your entry may be rejected if the required information is not provided. If you do not wish to receive promotional material from the Promoter, the Promoter's sponsors or third parties you must advise us via email or telephone or via the specific opt-out procedures provided in the relevant communication.