

Darebin RSL \$10,000 Gift Card Competition Terms and Conditions

1. **Agreement** | These terms and conditions constitute your agreement (“**Agreement**”) with Darebin RSL Sub-Branch Inc (ABN 55 828 716 915) of 402 Bell Street, Preston, Victoria 3072 (the “**Promoter**”) in relation to your participation in the Promoter’s Hawaii Getaway for Two Competition (“**Competition**”). The Promoter reserves the right, in its absolute discretion, to exclude or disqualify entries to the Competition, without needing any grounds for doing so, including winning entries. Without limiting the foregoing, the Promoter may do so if you do not comply with any provision of this Agreement.
2. **Definitions** | In this Agreement: “**Competition Schedule**” means the schedule for stages of the Competition showing entry periods, draw dates, notification dates, publication dates and draw process as published by the Promoter on the Promoter’s website at <https://darebinrsl.com.au/> (**Website**), at the Promoter’s venue at 402 Bell Street, Preston, Victoria 3072 (**Club**) and on the Promoter’s newsletters, and details of which are set out in **Schedule 1** of this Agreement, and as amended by the Promoter from time to time by written notice; “**\$10,000 Gift Card**” means the prize offered to the final winner of the Final Draw, as published by the Promoter on the Website, at the Club and on the newsletters, and details of which are set out in Schedule 1 of this Agreement, or such alternate prizes as are permitted by this Agreement and notified by the Promoter in writing; “**Prize**” means a prize offered to winners of a stage of the Competition (including the \$10,000 Gift Card Prize), details of which are set out in the Competition Schedule, or such alternate prizes as are permitted by this Agreement; and for the avoidance of doubt, any defined terms in Schedule 1 have the same meaning in clauses 1 - 17 of this Agreement.
3. **Entry Period** | The Competition will be conducted in stages in accordance with the Competition Schedule. Entries received after the Entry Period, for whatever reason, whether through the fault of the Promoter or otherwise, may not be accepted for the relevant stage of the Competition. The Promoter reserves the right to make alterations to the Competition and the Competition Schedule, in which event it will make reasonable endeavours to contact participants and publish details of the alterations on the Website and at the Club.
4. **Participants** | Participation in the Competition is open to all current Darebin RSL Club members, other than employees of the Promoter (**Qualified Participant**).
5. **Eligibility** | Eligibility for entry to a stage of the Competition will be as published on the Website and set out in this Agreement, including the Competition Schedule. Without limiting any part of this Agreement, the Promoter may disqualify a participant if it suspects that the participant has improperly submitted entries, or has otherwise manipulated its entries in the Competition.
6. **Draws** | Preliminary Round, Secondary Round and Final Draw will be conducted in accordance with the Competition Schedule. Winners of Prizes from all stages will be drawn by chance from the pool of entries for the particular stage of the Competition.
7. **Further Terms** | All Prizes (including the \$10,000 Gift Card Prize) from the Competition, may be subject to terms and conditions issued by the manufacturer, issuer or third party promoter of an individual Prize (“**Prize Issuer**”). You agree to be bound by any such terms and conditions (including terms and conditions of the Gift Card). You agree to use any Prize only in accordance with any directions of use or terms and conditions issued by the Prize Issuer. Any brands, trade marks, logos, corporate indicia or intellectual property of or relating to Prize Issuers remains their respective property. The promotion of a particular Prize does not necessarily imply any connection between the Promoter and the Prize Issuer, or any endorsement or approval of the Competition by the Prize Issuer.
8. **Value** | All Prizes are valued as at the commencement date of the Competition and the Promoter takes no responsibility for any variation in prize valuation. The Promoter reserves the right to substitute an alternative prize which, in the Promoter’s reasonable opinion, is of equivalent value to any of the stated Prizes. No Prize is redeemable for cash.
9. **Disclaimer of Liability** | Subject to clause 12 below, the Promoter will not be liable for any loss or damage of any kind whatsoever, including without limitation any personal injury or death, or damage to property, resulting from or in connection with your participation in the Competition, the awarding of any Prize, or the winner’s use or enjoyment of any Prize, or inability to use or enjoy any Prize.
10. **Failure to Claim** | Without limiting clause 9, the Promoter will have no liability to any Prize winner if the winner fails to claim the Prize for any reason, if the winner has provided any incorrect information including without limitation contact details, or if the winner is otherwise unable to enjoy the benefit of the Prize for any reason beyond the control of the Promoter.
11. **Privacy** | You warrant that all information provided by you is true and correct. The Promoter collects your personal information which may include name, address, phone number and email address for the purpose of administering the Competition and being able to contact in relation to the Competition. Without limiting the Promoter’s rights, the Promoter may use your personal information for its own internal business purposes or to improve its products or services. The Promoter may also use your personal information to contact you and provide you with information about its products or services it believes may be of interest to you, or those of certain selected business partners of

the Promoter. The Promoter may disclose your personal information to third party service providers, such as marketing services providers and IT service providers for the purpose of conducting and administering the Competition. The Promoter may also disclose personal information as required by any applicable law or regulation. Further, your personal information may be disclosed to any State and Territory lottery departments and the winners' names may be published as required under the relevant lottery legislation. Your personal information will be otherwise collected and dealt with in accordance with the Promoter's privacy policy, a copy of which is available for viewing at <http://www.rslvic.com.au/media/218178/privacy-policy-for-members-and-rsl-rewards.pdf>.

12. **No Warranties** | The Promoter makes no warranties of any kind in relation to the Competition or any goods and/or services offered in the Competition including without limitation any Prize. All statutory and other warranties, guarantees, promises or representations, however made or given and whether express or implied, as to quality, merchantability or fitness for purpose of any such goods or services are expressly negated and excluded to the fullest extent permitted by law. This Agreement will not be read or applied so as to purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, the application of all or any of the provisions of the *Competition and Consumer Act 2010*, the *Australian Consumer Law*, or any other statute, Act or law of the Commonwealth of Australia or any State or Territory thereof which by law cannot be excluded, restricted or modified. Without prejudice to any of the foregoing, if the Promoter incurs a liability to any person under such legislation, the liability of the Promoter is limited to the supply of equivalent goods or services, or the payment of the costs of supplying equivalent goods or services.
13. **Claiming Prizes** | Winners of all stages will be notified in accordance with the Competition Schedule. The winners of each stage will be published at the Website. Where practicable, Prizes will be sent to winners with such notification, or as soon as reasonably practicable thereafter. Alternatively in the Promoter's reasonable discretion, the Promoter will make the relevant Prize available for collection and winners will be informed of how to collect the Prize. In that case the winner will be responsible for the collection/delivery of any Prize that is not mailed to them by the Promoter. The Promoter accepts no responsibility for Prizes lost or damaged in transit.
14. **Enjoying Prizes** | A winner is responsible for all costs and expenses incurred in enjoying any Prize and (in particular but without limitation) to the extent not included in the Gift Card, a Prize does not include any travel to or from any applicable venue at which the Prize may be located or used.
15. **Claiming Timeframe** | Prizes must be claimed within the timeframe notified to winners by the Promoter. Unclaimed Prizes will be re-drawn from the pool of participants for the stage in question in accordance with the Competition Schedule. Winners of re-drawn prizes will be notified, and names of winners will be published, in the same way as specified above.
16. **Jurisdiction** | This Agreement is made in the State of Victoria. It shall be construed in accordance with and shall be governed by the laws for the time being in force in the State of Victoria and the Commonwealth of Australia. You irrevocably submit to and accept the non-exclusive jurisdiction of any of the courts of the State of Victoria in relation to any dispute relating to this Agreement. Nothing prevents the Promoter from commencing any proceedings against you in a court outside of Victoria.
17. **No Assignment** | This Agreement is personal to you and you may not assign or novate any of your rights under this Agreement. The Promoter may assign this Agreement, the benefit of this Agreement, or any of its rights under this Agreement in its discretion. This Agreement (including the Schedule), together with any special conditions of entry published by the Promoter prior to entry, forms the entire agreement between you and the Promoter with respect to the Competition. Each provision of this Agreement capable of having effect after termination and each representation and warranty made in this Agreement shall survive the termination of this agreement.

Schedule 1 – Darebin RSL Getaway Competition Terms and Conditions

• Competition Schedule

Stages	Dates / Period	Events
Preliminary Round	From 10am on 1 August 2023 to midnight on 31 October 2023 (Entry Period)	Preliminary entries to the Competition must be made by Qualified Participants by swiping their Darebin RSL membership card at the Club entry kiosk or purchasing any food or beverages at the Club during the Entry Period. Qualified Participants can submit unlimited entries into the Preliminary Round.
Secondary Round	At 9am on 1 November 2023	140 Qualified Participants, who have entered the Preliminary Round will be randomly selected by the Promoter (Barrel Draw Invitees) and notified in writing on the same day that they will receive an entry invitation (Entry Invitation) to attend a final barrel draw at the Club. The Entry Invitation will contain details of the Final Draw and will be mailed to the Barrel Draw Invitees at their addresses recorded on the Darebin RSL membership program.
Final Draw	On 15 November 2023	The Barrel Draw Invitees selected from the Secondary Round will attend the Final Draw on this date, and must present the Entry Invitation at the Final Draw entrance. The Entry Invitation will then be placed into a barrel for the final draw to win the \$10,000 Gift Card Prize. If any Barrel Draw Invitee cannot attend the Final Draw, then they may nominate a person to attend on their behalf, in which case, they must notify the Promoter of the nominee's details in writing prior to the Final Draw. A final winner of the \$10,000 Gift Card Prize will be selected randomly from a barrel draw at the Final Draw.