

Ladbrokes Digital Australia Pty Ltd

ABN 25 151 956 768 461-473 Lutwyche Road, Lutwyche QLD 4030 PO Box 1157, Lutwyche QLD 4030 Phone +61 7 3857 0777

Ladbrokes Venue Program – Esky competition

Terms and Conditions

- 1. The promoter is Ladbrokes Digital Australia Pty Ltd (ABN 25 151 956 768) of 461-473 Lutwyche Road, Lutwyche Queensland, 4030, phone 1300 523 276 (**Promoter**). The Promoter and its related companies are referred to as the **Promoter Group**.
- 2. Instructions and information on how to enter the promotion form part of these terms and conditions, and entry into the promotion is deemed acceptance of these terms and conditions and all of the Promoter's terms and conditions.
- 3. Entry to the promotion is free and open to residents of Australia, who are 18 years of age or older, who make a purchase of \$10 or more at the Mullum Football Club during the below Promotion Period.
- 4. Entry to the promotion is open from 9:00am on 29 March 2019 until 11:50pm on 8 April 2019 (**Promotion Period**).
- 5. With each purchase of \$10 or more, patrons will be given a ticket with a unique code written on it. To enter, entrants must:
 - a. Enter their details and complete the entry form on the Ladbrokes Venue Program website; and
 - b. Enter the unique code written on the ticket(s) given to them by the Mullum Football Club on the Ladbrokes Venue Program website.
- 6. Directors, managers, agents, employees of the Promoter Group and their immediate families are not eligible to win any prizes resulting from this promotion.
- 7. The prize for the promotion is a 50 Litre Waco esky.
- 8. Entrants can have more than one entry in the Promotion Period. Fort the avoidance of doubt, a single transaction of \$30 will see a patron receive one unique code, while three (3) separate transactions of \$10 will see a patron receive a total of three (3) unique codes.
- 9. The following conditions apply to the prize:
 - a. The prize is limited to the items listed in clause 7, and any additional costs or charges must be paid by the winner;
 - b. The prize winner must do everything required of them to accept and take delivery of the prize within a reasonable period of time;
 - c. If the prize winner fails to comply with clause 9(c), their right to the prize will be forfeited and they will not be compensated in any way;
 - d. If the prize (or a component of it) is not available for any reason, we reserve the right to substitute the prize with another of similar value, or at our discretion, with a cash sum equivalent to the retail value of that component of the prize; and

- e. The right to the prize is not transferable or assignable to another person, or redeemable for cash (other than in accordance with clause 9(e)).
- 10. The winning entry will be drawn randomly by computer on 9 April 2019 at 9:00am at 461-473 Lutwyche Road, Lutwyche Queensland 4030.
- 11. The first valid entry drawn will win the prize. The Promoter's decision as to the result of the prizes is final and no correspondence will be entered into.
- 12. The retail value for the prize is \$500 AUD.
- 13. The Promoter will attempt to notify the prize winner by telephone and email immediately after the draw and their name will be displayed at 461-473 Lutwyche Road, Lutwyche, Queensland 4030, and published at ladbrokes.com.au on 9 April 2019. The Promoter may announce or publish the first initial, surname and suburb or town of the prize winners in any media, including social media.
- 14. If a prize winner is unable to be contacted by 3:00pm on 15 April 2019, then that person's right to the prize is forfeited. The Promoter may determine such further winners at the same place as the original draw as are necessary on 15 April 2019 at 3:00pm in order to distribute any unclaimed prizes, as determined by the Promoter in its absolute discretion, subject to any directions given by a responsible authority under any relevant regulation. The Promoter will publish the winner of any such unclaimed prize draw on 15 April 2019 at www.ladbrokes.com.au.
- 15. The Promoter will publish the name of the prize winner who has validly won and claimed their prize, at ladbrokes.com.au for no less than 28 days.
- 16. The Promoter reserves the right, at any time, to verify the validity of any entry or disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion.
- 17. If the Promoter reasonably considers that a change to these terms and conditions is likely to benefit entrants or be immaterial detriment to entrants, then the Promoter can make the change immediately and does not need to notify entrants. Alternatively, the Promoter may vary these terms and conditions by placing a notification at all places where these terms and conditions are made available to entrants.
- 18. The Promoter accepts no responsibility for late, lost or misdirected entries. The Promoter is not responsible for any problems or technical malfunction of any computer system, software or internet difficulties, including any damage to an entrant's device, resulting from participating in the promotion. Any cost associated with participating in the promotion are the entrant's responsibility.
- 19. The Promoter will not be liable for any loss or damage or personal injury suffered or sustained in relation to the promotion or a prize except for any liability which cannot be excluded by law.

- 20. If the Promoter is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances. 'Force Majeure' means any event beyond the reasonable control of the Promoter, which occurs without the fault or negligence of the Promoter.
- 21. Subject to obtaining the approval from the regulator (if applicable), the Promoter reserves the right to delay or modify any aspect of this promotion if for any reason it is not capable or running as planned (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures, power failures or due to any other causes unforeseen or beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion) but only to the extent necessary to overcome the issue that is affecting the running of the promotion as planned.
- 22. By participating in the promotion, an entrant authorises the Promoter Group, and contractors and agents of the Promoter Group, to access, collect and use personal information about the entrant, and disclose personal information about the entrant, to the Promoter Group and its contractors and agents, for the purposes of (i) conducting the promotion; (ii) providing the entrant with information and marketing material about products and services of the Promoter Group; and (iii) making arrangements for a prize winner to be notified and receive their prize. Such information may be provided electronically, or by contacting the entrant by telephone or other means, until such time as the entrant asks the Promoter not to provide further information. The Promoter's Privacy Policy (available at www.ladbrokes.com.au/terms-and-conditions/) contains information about how to access, correct or make a complaint about the Promoter's handling of personal information. A prize winner may be asked by the Promoter to participate in publicity associated with the promotion. The prize winner will have the right to elect whether or not to participate in that publicity.
- 23. If an entrant does not provide the personal information requested, the entrant cannot participate in the promotion and will not receive information about products and services of the Promoter Group. An entrant can request access to information held about them by contacting the Promoter at support@ladbrokes.com.au.
- 24. All references to time in these terms and conditions are a reference to local Queensland time, unless otherwise stated.
- 25. The Promoter has obtained the following permits for the promotion: NSW permit number: LTPS/19/32963.