

CLUB FORBES – MEMBERS DRAW JACKPOT – TERMS & CONDITIONS

The Members Draws consists of two opportunities to win a prize every Wednesday, Friday and Sunday the “Members Draw Prize.” This promotion is an ongoing club promotion.

1. GENERAL TERMS & CONDITIONS

- 1.1. Directors, Management, Staff & Promotional Contractors of Club Forbes are ineligible to enter.
- 1.2. Open to all financial members of Club Forbes over the age of eighteen (18) years who are not suspended or cited from the venue.
- 1.3. In unforeseen circumstances management have the right to cancel or postpone the cash draws at any time.
- 1.4. To claim any prize, members must produce their membership card as proof of current membership and/or one other form of valid identification. Valid ID includes Driver’s License, Proof of Age Card & Pensioner Card.
- 1.5. All members financial as per Club Forbes’ membership system at 6pm on Friday will be eligible for the draws.
- 1.6. If proposed prize money is greater than \$2,000 the prize winner may be paid the amount exceeding \$2,000 by EFT at the discretion of Club Forbes. EFT payment method will be completed within seventy two (72) hours of the draw.

2. MEMBERS BADGE DRAW JACKPOT PRIZE TERMS & CONDITIONS

- 2.1. A random number generator (membership program) is programmed to draw a membership number from the current financial club membership listing, as of the date of the draw.
- 2.2. The draw will be conducted on Wednesday, Friday and Sunday at 5:30pm and 8:30pm.
- 2.3. The holder of the membership number drawn must be in the Club at the time of announcement, and they then have four (4) minutes to claim their prize. They must present their membership card or acceptable identification to claim the prize.
- 2.4. If the 5:30pm draw prize is unclaimed, a further draw is conducted at 8:30pm.
- 2.5. The initial starting prize is \$1000.00. If the initial starting prize is unclaimed the amount will then increase the following week(s) by \$200.
- 2.6. The maximum prize is \$10,000.00.
- 2.7. If the jackpot draw is won at 5:30pm there will be no further jackpot draws.
- 2.8. Once the jackpot reaches \$10,000.00 it will remain at \$10,000.00 until it is claimed.
- 2.9. After the jackpot has been won, the prize will start at \$1000.00 the following Friday.

3. GENERAL TERMS & CONDITIONS APPLICABLE TO ALL CLUB PROMOTIONS

- 3.1. The Club’s premises are as determined by the Club in its discretion and comprise all areas within the main club building (excluding function rooms if in use for a private event at the time of the draws). The Club’s car parks does not form part of the Club’s premises for the purposes of Club promotions.
- 3.2. The Club may require a winner to sign a legal acknowledgment, release and receipt in conformity with these conditions and in a form reasonably required by the Club, in order to be paid a prize.
- 3.3. The Club in its reasonable discretion may (but is not obliged to) cancel, suspend, terminate, modify or adjourn the promotion or any or all draws or any or all processes for the selection of any winner, where circumstances unexpected by the Club arise in relation to the promotion or a draw. Unexpected circumstances could include (but are not limited to) technical difficulties, power outages, infection by computer virus, computer bug, tampering, unauthorised intervention, fraud, technical failures or errors, and any other unexpected circumstance beyond

the reasonable control of the Club which corrupts or affects the administration, security, fairness, integrity or proper conduct as planned of the promotion. The Club's rights are subject to any direction given under any relevant legislation or in connection with any permit under which the promotion is conducted.

- 3.4. The Club's decisions in relation to the promotion may be made by the Club's CEO or his delegate or delegates from time to time (who may but need not be a Club executive), including decisions in relation to the appointment of a judge or judges in relation to the promotion or a particular draw or draws. The Club's CEO also may (but is not obliged to) appoint one or more scrutineers for a particular draw or draws or all draws or a prize process or all prize processes. Decisions by the Club's CEO, and subject to any countermanding decision by the Club's CEO also decisions by any such delegate or judge, are final. No such decision requires any consultation. No correspondence will be entered into in relation to any such decision.
- 3.5. The Club is not responsible for, and is not obliged to delay a draw or a process of selecting a winner because of any delay or impediment in connection with the admission of members or in the completion of entries to the promotion or in seeking to attend any draw or to attend the process of selecting a winner.
- 3.6. Further, the Club is not responsible for members being located in areas within the Club's premises in which PA announcements are not able to be heard, nor for the audible integrity of those announcements.
- 3.7. A prize will not be awarded or paid where in the Club's reasonable opinion it arises as a result of a machine or other technical malfunction.
- 3.8. The Club has no liability for acting on or promulgating any incorrect or inaccurate information, due to any error to any equipment or programming associated with or utilised in the promotion or any technical error or error by any third party.
- 3.9. Prizes are strictly not transferable or negotiable.
- 3.10. If the Club in good faith awards or pays a prize to someone appearing to the Club to be the prize winner, then to the maximum extent permitted by law that award or payment fully discharges the Club from all liability to the actual prize winner in relation to that prize.
- 3.11. Tax and financial implications may arise from winning a prize and winners should seek independent tax and financial advice before accepting. The Club is not responsible for any such advice.
- 3.12. No member is required to participate. Participation in the promotion is solely at the option of individual members. Members should not participate unless they are satisfied that they completely understand the way in which the promotion operates and these conditions.
- 3.13. These conditions cannot be varied for an individual member.
- 3.14. The Club determines the designated clock from which draws are timed.
- 3.15. A person by claiming or accepting a prize agrees that the Club may use their name, suburb, photograph, image and likeness for the purpose of promoting the Club and agrees to co-operate with the Club to allow their photo to be taken for those purposes.
- 3.16. Neither the Club nor any of its officers, employees, contractors or agents, has any liability for any loss or damage of any nature or for injury or death, sustained in connection with the promotion or any prize, except any minimum liability which cannot be excluded by law (if any).
- 3.17. All risks of loss of or damage to any prize consisting of a car or other goods, pass to the winner immediately the Club delivers the prize to the winner. It is strongly recommended that the winner make their own arrangements for all appropriate insurances in relation to a prize to take effect from the time of delivery, against loss or damage, claims by others and any other risk of concern to the winner.
- 3.18. Members will be notified of this promotion via the Club's advertising platforms, PA announcements, or by other means at the Club's discretion.

- 3.19. Pictures, descriptions or other representations of any proposed prize, are general and indicative only. The actual prize will be a similar but not necessarily identical vehicle or other item, which may be an older or newer model and may be lacking in, or have different, particular qualities, specifications and accessories.
- 3.20. In the event that any prize is unavailable, the Club reserves the right to substitute a similar but not necessarily an identical prize, of equal or greater value.
- 3.21. The value of any prize (if stated) is only an approximate retail value in Australian dollars at the date the promotion is first launched.