

PROMOTION TERMS & CONDITIONS

SCHEDULE TO CONDITIONS OF ENTRY

Project Number	001	
Promotion	Lucky Card Draw	
Promoter Name	The Carlisle Hotel	
Websites	www.thecarlislehotel.com.au	
Promotional Period	Opens	1 December 2016
	Closes	31 December 2016
	The Promoter may amend the Promotional Period in accordance with state legislative rules.	
Entry Restrictions	<p>Entrants must be a new or existing client of The Carlisle Hotel whose primary place of business is in Western Australia.</p> <p>Employee's of the Business must have the express prior consent of all relevant business owner(s) and/or other individual(s) authorised to give consent on behalf of the Business to enter into the Promotion.</p>	
Relevant State(s)	Entries are restricted to residents of Western Australia	
Maximum Entries (for the final draw)	Number of entries will be a maximum of 31. If the name is called and the person is not there, there will be a redraw until such person is called that is present – this is for the final draw	
Entry Procedure	<p>To enter, the Business must, during the Promotion Period:</p> <p>Daily Draw</p> <ol style="list-style-type: none"> 1. Offer the option of the following combinations: any meal over \$20 and a pint of any CUB product or a glass of wine 2. Patron must be a Carlisle member (free to join) 3. The patron takes the receipt after the purchase in item number 1 and puts there name and number on it 4. The receipt is then put into a barrel, which is locked 5. The receipts accumulate over a 24 hour period and drawn every night for a \$25 Restaurant Voucher 6. It is drawn every night at 8pm 7. If they are not present the amount will be debited to their "member" card 8. This persons name then goes into a locked box and this is how there are 31 names in the box (winner from each day) the box is (dressed up like a xmas parcel) <p>Main Draw</p> <ol style="list-style-type: none"> 9. There are up to 31 names in the box as at 31 December 2016. 10. If they are not present when the name is called out, a name will be redrawn until a patron is present 11. They then have a chance to pick a number 12. Numbers are displayed 1-100 on cards of identical nature and are attached to tamper proof envelopes 13. Once number is chosen that envelope is opened by the assessor...one envelope has the \$100k prize all other 99 are empty 14. Consulation prize for an empty envelope is bourne by the Carlisle Hotel and is \$1k to be issued on their member card and spent at the Carlisle 15. A person from Cunninghams Perth or Sydney will be there to monitor/watch the draw 	
Draw Details	<p>Date: 31 December 2016.</p> <p>Time: 9.00PM AWST</p> <p>Location: Carlisle Hotel</p> <p>Finalist Draw method:</p> <p>Patron is drawn from a "lockable" box and must be present.</p> <p>They then choose a card with a number on it (all cards are identical only difference is the numbers 1 to 100 on them) behind each card is a tamper proof envelope</p> <p>They are displayed on the wall behind the bar so there can be no one "touching" the board.</p> <p>Once the number of the card is chosen - the assessor opens the tamper proof envelope which is attached to the card to reveal either \$100k or an empty envelope. This is a one off draw only</p> <p>If it is empty they receive the consultation prize which is supplied by the Carlisle hotel (\$1k)</p> <p>Assessor to be present</p>	

Prize Details	<table border="1"> <thead> <tr> <th><i>Type</i></th> <th><i>Prize</i></th> <th><i>No. Available</i></th> <th><i>Value</i></th> </tr> </thead> <tbody> <tr> <td>Major</td> <td>\$100,000 or \$1,000</td> <td>1</td> <td>\$100,000 or \$1,000</td> </tr> </tbody> </table>				<i>Type</i>	<i>Prize</i>	<i>No. Available</i>	<i>Value</i>	Major	\$100,000 or \$1,000	1	\$100,000 or \$1,000
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Major	\$100,000 or \$1,000	1	\$100,000 or \$1,000									
Total Prize Pool	Up to \$100,000 (minimum prize pool \$1,000) ONE OFF DRAW ONLY											
Notification of Winners	Winners will be present at the major prize draw event											
Publication Details	Winners will be published on Carlisle FB Page. from 31 December 2016. for at least 28 days.											
Prize Claim Details	Should the \$100,000 be drawn the collection of the Prize will be: 7 January 2016. Please note that if a Prize is not claimed within 6 weeks of the Prize Claim Date, the Prize is forfeited.											
Additional Terms	<ol style="list-style-type: none"> For the avoidance of doubt the persons name drawn from the box is the only person that can then go on to choose the 1:100 card. The name can not be transferred to any other party including but not limited to spouse and/or partner or family member. All participants must be members of the Carlisle Hotel. Throughout the Promotional Period, the Promoter may at their absolute discretion contact some entrants either via phone call and/or in writing, to further discuss the details of that person's entry. <p>Verification Requirements</p> <ol style="list-style-type: none"> Identification matching the name pulled from the barrel/box must be supplied The patron must be over the age of 18years old The person must be within the realms of adequate standards for the responsible serving of alcohol 											

Conditions of Entry

1. The Promoter is (jointly and severally where applicable) The Carlisle Hotel (together with each of its Related Bodies which holds a Hotel Licence . Related Bodies Corporate has the meaning given to it under the *Corporations Act 2001* (Cth)).
2. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise. All decisions and actions of the Promoter relating to the Promotion or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with entrants or any other person will be entered into.
3. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award the prize if the Promotion is terminated for whatever reason. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.
4. **Promotional Period:** The Promotion will be conducted during the Promotional Period.
5. **Entry Restrictions:** Eligibility to enter the Promotion is subject to the Entry Restrictions.
6. **Ineligibility:** Should an entrant be deemed by the Promoter to be ineligible, the entrant may not participate further in the Promotion. All decisions are at the discretion of the Promoter and no correspondence will be entered into in this regard. Unless otherwise stipulated in the Schedule, the following persons are automatically ineligible to enter:
 - (a) Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers directly associated with this Promotion and the immediate family members of these people. "Immediate family member" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor; or
 - (b) A person who has won prizes to the value of \$10,000 or more, in any competition(s) run by the Promoter in the previous six (6) months prior to their Entry in this Competition.
7. **Entry Procedure:** To enter the Promotion, entrants must complete the Entry Procedure and comply with all other applicable requirements during the Promotional Period. Participants must be present to claim prize.
8. **Contesting Period:** Throughout any Contesting Period the Promoter may contact entrants to interact with them. This does not form part of any judging process nor does it indicate that the entrant is a contestant, finalist, or a winner. During a Contesting Period, there may be separate Contesting Days, or Segments as stipulated, broadcast, or published.
9. **Submitting an Entry:** You must purchase one of the 4 means on offer with either a pint of Asahi or a glass of XYZ wine. Name and number to go on back on the receipt and placed in the barrel. You must be present at the time of drawing the name out which is every Sunday night at XYZ. By submitting an Entry to the Promotion, the entrant hereby assigns all rights (including present and future copyright) in the entry content to the Promoter and consents to the Promoter using the entry content in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the Entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). Entries and the content contained in those entries become the property of the Promoter. Once submitted, no changes to or withdrawal of an Entry will be permitted. Entries will not be returned by the Promoter.
10. **Maximum Entries:** Entrants can enter the Promotion up to the Maximum Number of Entries (7 times per week). Unless stated otherwise, an entrant can only win once during the Promotional Period. Entries must be submitted separately and each Entry must individually meet the Entry Requirements and be subject to the Entry Restrictions. Automated and computer generated entries will not be accepted.
11. **Database Member – Restricted Entry:** The Promoter may specify in the Entry Conditions that edibility of the Promotion is limited to persons registered on a specific membership database managed and owned by the Promoter. Registration to any database listed is free and registration is online at the Promoters website. The entrant must be a currently registered member of the database at the time of entry and at the time of any prize redemption. The Promoter or its representatives may conduct verification checks of the entrant or winner to determine registration of that membership database to ensure bona fides. In the event that the entrants details do not accord with the details of their registration the Promoter may, at their complete discretion, deem that entrant to be ineligible to enter or to win or to redeem a prize in the Promotion.
12. **Games of Chance:** If the Promotion game involves an element of chance state permits may be required. The game will be conducted in accordance with the Draw Details. If a Prize is awarded by draw, the prize draw(s) will be conducted in accordance with the Draw Details. The first valid Entry randomly drawn will win a Prize. If a winning Entry is invalid, that Entry will be disregarded and the prize will be awarded by drawing the next valid Entry in accordance with these Conditions of Entry.
13. **Contact:** If an entrant is drawn and is not present NO attempt can be made to contact this party, instead, another entrant will be drawn. Patrons MUST be present at time of draw
14. **Invalid Entries:** The Promoter may, in its sole discretion, declare any or all entries invalid, or prohibit further participation by an entrant in this Promotion or a prize event or activity if the entrant:
 - (a) Disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion; or
 - (b) Engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation; or
 - (c) Does not comply with any reasonable directions or guidelines notified to them in connection with the Promotion or a prize event or activity.
15. Where an Entry is deemed invalid (at the Promoter's absolute discretion) prior to fulfilling any prize fulfilment or claim, the Promoter may determine a new winner in accordance with any stated Unclaimed Prize Arrangements. Prizes unclaimed after a period of six (6) weeks will be forfeited subject to State regulations.
16. **Verification Checks:** The Promoter or its representatives may conduct security or verification checks (including enforcement verification requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion or to win a prize.
17. By entering this Promotion, the entrant: (a) consents to any dealings with the entry content that may otherwise infringe their moral rights in the Entry; (b) agrees not to assert any moral rights (wherever and whenever such rights are recognised) in respect of their Entry or publicity materials containing any part of their entry, against the Promoter, its assigns, licensees and successors in title; and (c) undertakes to the Promoter that their Entry is not in breach of any third party intellectual property rights.
18. **Publicity:** Entrants may be required by the Promoter to participate in photo, recording, video or film session(s), and acknowledge that they assign the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit.
19. **Prize Details:** All Prize(s) will be awarded as specified in to the Prize Details. Weekly tab prizes are not redeemable for cash. The major prize is \$100k this is not redeemable for any other gift, if the prize doesn't go off on the night but the \$1k bar tab is this is not redeemable for cash or any other gift
20. **Prize Values:** The Total Prize Pool is specified in the Schedule. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and include GST (unless otherwise stipulated) and are correct at the time of preparation of these Conditions of Entry. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought. The Promoter takes no responsibility for variations in the prize value. References to values which are "MBC" or "Money Can't Buy" refer to a prize which no value or consumer price is attributed.
21. **Alcohol:** Should the Prize include an event at which alcohol will be served, participants must be aged 18 years or over. Minors are not permitted to attend the Event. All prize winners and their guests must carry valid photo identification with them at all times during the Event. If alcohol is made available as part of the prize at the Event, then this will be provided subject to the principles of responsible service of alcohol as exercised by the staff and management of the premises at which the Event takes place. The premises staff and management reserve the right to refuse service of alcohol to any prize winner or their accompanying guest should they be deemed to be intoxicated.
22. **Cash:** The fulfilment of cash prizes is yet to be determined by the Prize Provider. Cash prizes may be awarded in the form of a cheque, or; by an EFT transfer to the winner's nominated bank account. Cash transfers or cheques may take up to thirty (30) working days to process prior to being ready for collection or postage, from the date the Prize Provider contacts the Winner to confirm their details. Winners will be notified once cheques are ready for collection, should that be the method of prize fulfilment.
23. **Claiming Prizes:** The Promoter reserves the right to request winners to provide proof of identity, proof of residency and proof of Entry validity (for example, a phone bill or store receipt for purchase requirement) in order

to claim a prize. Proof of identity, residency or Entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. If a prize winner does not redeem any element of a prize then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

24. **Notification & Publishing of Winners:** Winners will be notified in accordance with the Notification and Publication Details. Winners' names and State or Territory of residence may be published as specified in the Schedule. The Promoter and the companies and agencies associated with this Promotion may also publish the name and State or Territory of the winners on the Website(s).
25. **Risks:** An entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the Prize(s). If Entry or a Prize involves travel, stunts or challenges the Promoter may require the participants to submit to a medical examination by a medical practitioner and obtain relevant medical clearance to participate in the Promotion or redeem a Prize. Any entrant, winner or participant in a Promotion event, may be required to sign an acknowledgement of risk and waiver of liability to expressly acknowledge that participation in the Promotion or Prize event may be inherently dangerous, and that if they choose to participate they will do so at their own risk. In particular, a reasonable level of health and fitness may be required. The Promoter reserves the right to preclude participation of anyone refusing to sign, or to exclude any person who is suffering from asthma, epilepsy, significant back or neck problems, physical or mental disabilities, or is pregnant or in the Promoter's sole discretion is not able to participate in any of the experiences due to safety reasons.
26. **Liability:** The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
27. **Australian Consumer Law:** A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.
28. **Facebook:** Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to Facebook; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.
29. **Privacy Law:** Personal Information is any information or opinion about an identified individual, or an individual that is reasonably identifiable. Personal Information may include a person's name, address, email address or phone number(s). The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (*Cth*). The Promoter's privacy policy can be viewed at www.southerncrossastereo.com.au. It contains information about how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint, and how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information.
30. By entering the Promotion, the entrant agrees to the Promoter collecting, storing and using their Personal Information (including through its contractors or agents) for the purposes of (a) administering the Promotion and (b) marketing and publicity. By entering the Promotion, the entrant consents to the storage of their personal information on the Promoter's database, and the Promoter contacting them by electronic messaging (including email and SMS) for marketing purposes, including notifications about future promotions and special offers regarding the Promoter's products and services.
31. The Promoter may use the Personal Information the entrant has provided in connection with this Promotion in advertisements, publications, media statements and other promotional material associated with the Promotion. The Promoter may disclose the entrants' Personal Information to its related bodies corporate, contractors and agencies connected with this Promotion and to relevant authorities in the relevant states.