

## **Crown Perth 2021 Footy Tipping Competition – Terms and Conditions**

### **1. Promotion**

- 1.1. This document contains the terms and conditions of entry and participation (**Terms**) into the Crown Perth AFL Footy Tipping 2021 Competition (**Promotion**). Registration in accordance with term 4 is deemed acceptance of the Terms.
- 1.2. The Promoter is Burswood Nominees Limited ABN 24 078 250 307 as trustee for The Burswood Property Trust ABN 35 491 489 282 trading as Crown Perth, Great Eastern Highway Burswood, Western Australia 6100 (**Promoter**).
- 1.3. The Promotion will be open from 9:00 am on Tuesday 9 March 2021 and will continue until the starting time of the last match of the regular AFL Home and Away Season (as defined by the Australian Football League for the 2021 Toyota AFL Premiership Season) (**Regular Season**). Note – the dates and times for the last round of the regular AFL Home and Away season are yet to be set. (**Promotion Period**).

### **2. Conditions of Entry**

- 2.1. Entry is open to all persons aged 18 years or older and employed (Full-Time; Part-Time or casual) by Burswood Resorts (Management) Limited, Burswood Nominees Ltd, Crown Melbourne Limited and Crown Resorts Limited, whose physical place of employment is primarily Crown Perth (**Eligible Entrant**).
- 2.2. There are no fees, charges, or purchases required to enter or play in the Promotion, other than relevant internet usage costs.
- 2.3. An Eligible Entrant who, during the Promotion Period, is a member of the Crown Perth PR and Partnerships Team; Executive Team or Business Operations Team is not entitled to win a prize.

### **3. Non-Eligibility or Disqualification**

- 3.1. In addition to the criteria set out in condition 2, an Eligible Entrant whose contract of employment is terminated (whether by resignation, disciplinary action or otherwise) during the Promotion Period, will be disqualified from the Promotion and will not be eligible to win a prize.
- 3.2. The Promoter reserves the right not to accept a registration for any Eligible Entrant or to disqualify an Eligible Entrant if the Promoter considers that the registration contains anything defamatory or is otherwise inappropriate.
- 3.3. There is a limit of one entry per Eligible Entrant and any Eligible Entrant submitting more than one (1) entry will not be eligible to win a prize in the Promotion.
- 3.4. To be eligible for the Last Prize (see condition 9.12 below), Eligible Entrants must register (in accordance with condition 4 below) prior to the commencement of Round One.

### **4. Registration**

- 4.1. To enter the Promotion, Eligible Entrants must register their details via the on-line registration form located at the [greatfootytipoff.com.au/crown](https://greatfootytipoff.com.au/crown) (**Tipping Website**) during the Promotion Period.
- 4.2. The Tipping Website is owned and operated by a third party, Great Tip Off Pty Limited A.C.N. 140 182 609 (**Tipping Website Owner**).
- 4.3. By registering and participating in the Promotion, Eligible Entrants agree to the Tipping Website Owner's Terms of Use (<https://thegreatfootytipoff.com/terms>) and the Tipping Website's Privacy Terms (<https://thegreatfootytipoff.com/Privacy>) and the Tipping Website's Rules ([https://thegreatfootytipoff.com/crown - select Rules](https://thegreatfootytipoff.com/crown-select-Rules)).
- 4.4. When registering, Eligible Entrants must accurately complete all details in the online registration form at the Tipping Website and must specify a valid username and password which they will use when participating in the Promotion (**Login Account**).
- 4.5. Eligible Entrants are solely responsible for any activity that occurs in relation to their Login Accounts.
- 4.6. The Promoter will not be liable for any loss of personal information of Eligible Entrants caused by unauthorised use of an Eligible Entrant's Login Account.
- 4.7. Eligible Entrants must keep details of their Login Account secure and must notify the Promoter immediately of any breach of security or unauthorised use of Login Accounts.

## 5. Submitting tips

- 5.1. The Promotion involves Eligible Entrants submitting tips for AFL games during the Regular Season in accordance with the Terms and the Tipping Website Terms of Use.
- 5.2. For each one of the 23 rounds consisting of matches (**Round**) conducted during the Regular Season, an Eligible Entrant must nominate their tip by selecting the team they predict will win the game and the margin they predict a team will win by.
- 5.3. Tips may only be submitted using the online process which Eligible Entrants can access through one of the tipping access points by logging on with their Login Account.
- 5.4. Eligible Entrants must not submit more than one tip per match in each Round.
- 5.5. Tips must be submitted before the Tipping Deadline (see section 6 below).
- 5.6. Tips will be deemed to be submitted at the time of receipt and not at the time of transmission.
- 5.7. Late, incomplete, incorrectly submitted, illegible, corrupted, or misdirected tips will be deemed invalid. Under no circumstances will the Promoter accept invalid tips.

## 6. Tipping Deadline

- 6.1. An Eligible Entrant may submit a tip for any game during the Regular Season prior to the advertised local start time for that game (**Tipping Deadline**).
- 6.2. A running timetable of scheduled game starting times will be available from each of the tipping access points on the Tipping Website.
- 6.3. Any postponed, rescheduled or delayed games will have their Tipping Deadline updated as required by the Tipping Website Owner.

## 7. Points and Rankings

- 7.1. Tips must be entered for each match in each Round. One (1) point is awarded for tipping the winner of the match. If the AFL match is a draw at full time, no points are awarded for tips in that match.
- 7.2. A bonus one (1) point is awarded to an Eligible Entrant who correctly tips all games in any one Round of the Regular Season.
- 7.3. Eligible Entrants must enter a margin score for one match in each Round. The margin represents the amount that the Eligible Entrant predicts your selected team will win by. Your margin score will be used to determine the winner of a Round or the entire competition if the tipping scores are equal. The lower your margin score the better the Eligible Entrant is deemed to have performed.

## 8. Calculating Margins

- 8.1. If the team an Eligible Entrant tips win the match, your margin score is the difference between the actual margin in the Full Time Score that the team tipped won by, and the margin the Eligible Entrant entered. For example, if you tipped Gold Team in the following scenario:

Full time score Gold Team 54 vs Red Team 6 Margin entered 36  
Actual Margin 48  
Margin Score  $48 - 36 = 12$

If the team you tipped loses the match, your margin score is the actual margin plus the margin entered. For example, if you tipped the Red Team for the same scenario:

Full time score Gold Team 54 vs Red Team 6  
Margin entered 6  
Actual Margin 48  
Margin Score  $48 + 6 = 54$

- 8.2. If an Eligible Entrant does not submit a tip for a game, they are assigned the away team as their tip for that game.
- 8.3. If an Eligible Entrant does not submit any tips for a Round, as a penalty, they do not receive points for their first winning tip in that Round. For example, if 8 away teams win in the Round that the Eligible Entrant missed, then 7 points will be awarded.
- 8.4. Points awarded to Eligible Entrants will be aggregated at the completion of each Round during the Regular Season, and Eligible Entrants will be ranked in accordance with the points they scored and their margin score for the Round. The rankings for each separate round in the

Regular Season will be used to determine the winners of the Weekly Prizes in accordance with clause 9 below.

- 8.5. The points and margin scores awarded to Eligible Entrants for each Round will accumulate throughout the Regular Season. The rankings for the whole of the Regular Season will be used to determine the winners of the First, Second, Third and Last Place Prizes in accordance with clause 9 below.

## 9. Prizes

### Weekly Prizes

- 9.1. The Eligible Entrant with the highest Score for each respective Round during the Regular Season will be the winner of the Weekly Prize for that Round.
- 9.2. The winner of each weekly prize will receive from the Promoter AU\$250.
- 9.3. An Eligible Entrant who has won a Weekly Prize for a previous Round of the Regular Season will be eligible to win a Weekly Prize again.
- 9.4. The total value of the Weekly Prize pool is AU\$5,750 (inc GST) based on one (1) winner per week for 23 Rounds.

### First Prize

- 9.5. The Eligible Entrant who has the highest ranking at the end of the last Round (Round 23) of the Regular Season will win the first place prize of AU\$5,000 provided either via a cheque in the winner's name or a direct bank transfer into the winner's nominated bank account (**First Prize**).
- 9.6. The First Prize is valued at **AU\$5,000** (inc GST).

### Second Prize

- 9.7. The Eligible Entrant who has the second highest ranking at the end of the last Round (Round 23) of the Regular Season will win the second place prize of AU\$1,500 provided either via a cheque in the winner's name or a direct bank transfer into the winner's nominated bank account (**Second Prize**).
- 9.8. The Second Prize is valued at **AU\$1,500** (inc GST).

### Third Prize

- 9.9. The Eligible Entrant who has the third highest ranking at the end of the last Round (Round 23) of the Regular Season will win the third place prize of AU\$1,000 provided either via a cheque in the winner's name or a direct bank transfer into the winner's nominated bank account (**Third Prize**).
- 9.10. The Third Prize is valued at **AU\$1,000** (inc GST).

### Last Prize

- 9.11. The Eligible Entrant who has the lowest ranking at the end of the last Round (Round 23) of the Regular Season will win the last place prize of AU\$200 provided either via a cheque in the winner's name or a direct bank transfer into the winner's nominated bank account in the sum of AU\$200 (**Last Prize**).
- 9.12. Only Eligible Entrants who registered their details via the Tipping Website prior to Round One are eligible for the Last Prize.
- 9.13. The Last Prize is valued at **AU\$200** (inc GST).

### Margin

- 9.14. The Margin Score will be used to determine the Weekly Prize; First Prize; Second Prize; Third Prize; and Last Prize if the tip scores are equal for any one Round or the end of the Regular Season in respect of the First Prize, Second Prize, Third Prize and Last Prize. In the event that there is still a tie after taking into consideration the Margin Score, the winner will be the Eligible Entrant (from those remaining tied Eligible Entrants) who first submitted their last tip.
- 9.15. For the avoidance of doubt, if two Eligible Entrants share first place on 100 points at the end of the Promotion Period, the Eligible Entrant with the lowest margin score will be the winner of the First Prize and Second Prize will be awarded to second runner up and so on. Equally, for the Weekly Prize, if, for example, during Round 8, three Eligible Entrants share the highest for that

Round, the tipper with the lowest margin score will be the winner of the Weekly Prize. If all tippers had the same margin (for example, 10 points), the Weekly Prize for Round 8 will be the Eligible Entrant (from those remaining tied Eligible Entrants) who first submitted their last tip.

### **Redemption and Forfeit of Prizes**

- 9.16. Prize winners will be contacted by email at the email address they used to register for the Promotion with, within two (2) days of the date of being judged a winner. The email will provide instructions on how to claim the prize.
- 9.17. In the event that of any prize not being claimed by 2:00 pm on 29 August 2021, the prize will be awarded to the Eligible Entrant who, would be the winner had the original winner been excluded from winning. This prize winner will be contacted in writing by 29 August 2021.

### **10. General**

- 10.1. If so requested by the Promoter, all prize winners are required to sign a release and indemnity form in favour of the Promoter and return the document to the Promoter prior to taking their prizes.
- 10.2. The Promoter reserves the right, at any time, to verify the validity of entries/tips/registrations and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry/registration/tipping process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10.3. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
- 10.4. If for any reason a winner does not claim a prize by the time stipulated by the Promoter, then the prize will be forfeited.
- 10.5. The total prize pool for this Promotion is valued at up to \$13,450 (inc GST). All prices and values in these Terms are stated in Australian dollars and are inclusive of GST. The Promoter's total liability for the Promotion is the total prize pool and the Promoter will not be liable for any consequential loss.
- 10.6. Unless expressly stated otherwise, the winner of a prize in this Promotion is not excluded from winning another prize as part of this Promotion. All Eligible Entrants will be considered in the judging for prizes in this Promotion whether or not they have won another prize in this Promotion.
- 10.7. Prizes are not transferable or exchangeable and cheques will be not negotiable.
- 10.8. Calculating of all prizes will be conducted by a representative of the Promoter.
- 10.9. The Promoter's decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.
- 10.10. Incomplete, indecipherable and incorrect entries/registrations/tips or entries/registrations/tips containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
- 10.11. It is a condition of taking a prize that the winner must, if requested to do so by the Promoter, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions and/or a release of the Promoter's liability in taking prizes.
- 10.12. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 10.13. The Promoter accepts no responsibility for any entries, registrations or tips not received for any reason during the Promotion. Registrations, entries and tips will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected registrations, tips or entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
- 10.14. Any Eligible Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
- 10.15. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products or services, distributed and/or supplied by the Promoter.
- 10.16. The Promoter reserves the right to disqualify registrations, entries and/or tips in the event of non-

compliance with these Terms. Notwithstanding the Promoter's rights under these Terms to not accept or to subsequently disqualify a Eligible Entrant, the Promoter will not be liable for any legal action arising out of any Eligible Entrant's name being defamatory, inappropriate, in breach of any third party's rights, or in breach of any law, and any Eligible Entrant forming part of that name must indemnify the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising directly or indirectly from the Eligible Entrant's name being defamatory, inappropriate, in breach of any third party's rights, or in breach of any law.

- 10.17. To the extent permitted by law, Eligible Entrants agree to indemnify and hold harmless the Promoter in respect of any claim or loss caused or contributed by the Tipping Website Owner. You have made all reasonable enquiries to ensure that personal information held by the Tipping Website Owner is secure, protected and managed in accordance with Australian Privacy Laws.
- 10.18. The Promoter will not be held liable for a breach of any law, particularly Australian Privacy Laws, relating to personal information provided by the Eligible Entrant to the Tipping Website. This is solely the responsibility of the Tipping Website Owner.
- 10.19. The Promoter may collect Eligible Entrants' personal information, including name and contact details for purposes associated with the conduct of the promotion, including publicizing the results. Uses may also include future promotion, marketing and publicity. The Promoter may disclose this information to an associated entity or other companies acting on the Promoter's behalf. Unless otherwise advised by the Eligible Entrant, each Eligible Entrant consents to the retention and use of their information in this manner.
- 10.20. To the extent permitted by law, the Promoter and its agencies associated with this Promotion are not liable and do not accept responsibility for:
- an Eligible Entrant's entry or tips not being received or which are received and subsequently corrupted or rejected by a server of the Tipping Website;
  - any private or public tipping competition which uses or relies upon the Tipping Website in any way as a means for collecting and disbursing data, or for conducting a tipping competition;
  - any lost, misdirected or corrupt registrations, entries, tips or emails whether to or from the Tipping Website or otherwise; and/or
  - any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained:
    - i. in connection with an Eligible Entrant's participation in the Promotion or the taking of a prize, except that which cannot be excluded by law; and/or
    - ii. relating to the conduct of the Promotion however caused, including failure of the Tipping Website or incorrect or corrupt data supplied by the Promoter to Eligible Entrant.
- 10.21. By participating in this Promotion, each Eligible Entrant agrees and acknowledges that:
- they may be contacted by the Promoter to provide comments about the Promotion and the Promoter (or an agent of the Promoter) may take photos of them;
  - the Promoter may use such comments or photos (**Materials**) for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - they acknowledge that the Promoter retains all right, title and interest, including copyright, in the Materials and, by participating in the Promotion, they assign to the Promoter on creation of the Materials all right, title and interest which might, but for these Terms, vest in them;
  - they unconditionally and irrevocably consents to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given (**Moral Rights**);
  - they waive all Moral Rights in the Materials that arise outside Australia; and
  - they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
- 10.22. Any cost associated with participating in the Promotion and/or accessing the Tipping Website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
- 10.23. Nothing in the Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).
- 10.24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the

Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, registration, tip 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; (d) any variation in prize value to that stated in the Terms; (e) any tax liability incurred by a winner or Eligible Entrant; or (f) taking and/or use of a prize.

- 10.25. The Promoter accepts no responsibility for any tax liabilities that may arise from winning any prize in the Promotion..
- 10.26. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.
- 10.27. The Promotion is governed by the laws of Western Australia in so far as the Promotion relates to the Promoter.
- 10.28. The Promoter reserves the right to alter these Terms to address any misinterpretation, misinformation, misunderstanding, error or oversight that may arise in the application of the Terms, as is permitted by law. The Promoter's decision will be final.
- 10.29. The Promoter reserves the right to cancel the Promotion at any time prior to the commencement of the Promotion Period for any reason whatsoever.
- 10.30. The Promoter will not be responsible for any forces of nature, acts of God, war (declared or undeclared), riot, explosion, acts of terrorism, labour or industrial dispute including strike, action or inaction of Government, forced or Government imposed closure of Crown Perth or cessation of or interruption to trade and any other acts which are not reasonably within the control of the Promoter which may affect the Promotion, including, changes to the Regular Season or the Tipping Website or changes which affect the Tipping Website Owner. If one or more of these acts occur, the Promoter reserves the right to cancel the Promotion, defer the Promotion to a different date, or change these Terms. Any change to the Promotion in these circumstances will be communicated to Eligible Entrants as soon as practicable.
- 10.31. The Promoter practices Responsible Gaming. The Responsible Gaming Helpline is 1800 858 858 and the website is [www.gamblinghelponline.org.au](http://www.gamblinghelponline.org.au).