

Tuncurry Beach Bowling Club – ‘Tuncurry Hop’ 2022

Trade Promotion

Terms and Conditions

August 2022

TERMS AND CONDITIONS OF ENTRY

1. **Promotion:** These Terms and Conditions constitute the terms of entry into the Tuncurry Hop 2022 competition (**Promotion**). By entering into the Promotion, Entrants agree to, and accept, these Terms and Conditions.
2. **Promoter:** The Promotion is conducted by Tuncurry Beach Bowling Club (ACN 001 067 241) of 21 Parks Rd Tuncurry NSW 2428 (**Promoter**).
3. **Eligibility:** Entry is open to all financial members of the Promoter, Australian permanent residents, aged 18 years and over at the time of entry (each an **Entrant**). Employees, directors, officers, managers and other staff (and their immediate families) of the Promoter and its related bodies corporate, or of the agencies and companies associated with this Promotion (together, **Promoters Associates**) are ineligible to enter this Promotion.
4. **Promotion Period:** Entry into the Promotion commences at the time of invitation (Australian Eastern Standard Time/Australian Eastern Daylight Savings Time) and closes at 12:00 am (midnight) (Australian Eastern Standard Time/Australian Eastern Daylight Savings Time) on 1 September 2022 and/or as extended at the discretion of the Promoter (**Promotion Period**).
5. **Entry Method:** During the Promotion Period:
 - (a) No purchase is necessary to win or participate in the Promotion;
 - (b) Entrants must follow the prompts via the invitation email/SMS/QR code to access the game link;
 - (c) Entrants agree to these Terms & Conditions in order to complete an online entry form for access to the Leaderboard, including full name, membership number, contact telephone number and current and valid email address; and
 - (d) Entrants may play Tuncurry Hop 2022 game as many times as they like (as per Clause 7), during the Promotion Period.
6. **Entry Conditions** The Promoter may, in its sole and absolute discretion, deem any incomplete, indecipherable or ineligible entry invalid.
 - (a) Entrants must enter the Promotion using their own name and must provide correct personal details. The Promoter may deem any entry of an Entrant invalid if the Promoter considers, in its sole and absolute discretion, that the Entrant has provided incorrect, misleading or fraudulent information.
 - (b) The Promoter reserves the right, at any time, to request that an Entrant promptly provide identification (including but not limited to proof of identity, proof of age and proof of residency) to verify the Entrant’s identity, age, residential address, eligibility to enter and participate in the Promotion and to claim the Prize. If an Entrant refuses to produce that proof, or does not produce that proof, to the satisfaction of the Promoter (in its sole and absolute discretion), the Promoter may deem the Entrant ineligible to participate in the Promotion.
 - (c) Each Entrant acknowledges that entry into this Promotion is subject to the terms and conditions of Tuncurry Beach Bowling Club.
 - (d) The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to enter into the Promotion repeatedly is prohibited. If an Entrant is found to be using such software, the Promoter reserves the right to deem all entries submitted by that Entrant to be

invalid.

7. Number of entries: Entrants are permitted to submit multiple entries into the Promotion, subject to the requirement that each entry must be submitted separately and in accordance with the entry conditions set out in these Terms and Conditions and done so within the timeframes stipulated for this Promotion. Entrants are only allowed one (1) prize based on their leaderboard position at the conclusion of the competition

8. Determination of Winner:

a. All valid entries will be determined by the live leaderboard that records each Entrant's scores in respect of the Promotion game during the Promotion Period.

b. The winners will be determined in the following manner. At the close of the Promotion period, all valid entries will be determined by the live leaderboard that records each Entrant's scores in respect of the Promotion game during the Promotion Period. The Entrants with the highest five (5) scores on the Leaderboard at the end of the Promotion Period will be determined by the Promoter to be the winner and will be awarded prizes mentioned in Clause 12 in the order corresponding to their position on the Leaderboard.

c. In the event that, at the end of the Promotion Period, there are two or more Entrants that hold the same score, and that score is the highest score on the Leaderboard, the Promoter reserves the right to select one winner based on the Entrant who is last to achieve the score.

a. In the event the Winner forfeits the Prize in accordance with these Terms and Conditions, the Promoter reserves the right, in its sole and absolute discretion, to award a Prize in the following manner:

To the Entrant with the second highest score on the Leaderboard. If the Entrant with the second highest score on the Leaderboard also forfeits the Prize, the Promoter reserves the right, in its sole and absolute discretion, to award the Prize to the Entrant with the third highest score on the Leaderboard. The Promoter may, at its sole discretion, continue this process until the Prize is awarded to an Entrant.

9. Notification of Winner:

(a) The Winner will be notified by the Promoter via SMS after the closing date and time as stipulated for the Promotion and as per Clause 11.

(b) If for any reason the Promoter is unable to contact the Winner, or the Winner does not confirm acceptance of the Prize in accordance with this Clause 9, the Winner will forfeit the Prize and the Promoter reserves the right to award the Prize to the next eligible Entrant in accordance with Clause 8 above.

(c) The Promoter takes no responsibility for the Winner's failure to receive notification from the Promoter, for example, due to spam, junk e-mail or other security settings or for the Winner's provision of incorrect or otherwise non-functioning contact information.

10. Delivery of Prizes:

Leader board Prizes will be made available to the Winners by the Promoter from the next business day after the closing date and time as stipulated for that Promotion and as per Clause 11.

11. Publication of winners: The Winners will be notified via SMS.

12. Prize: Prize(s) are at the full discretion of the Promoter. Any prizes issued will take the form of:

Leader board Prizes

1st Prize - \$100 Great Lakes Tackle Gift Card

2nd Prize - \$50 Great Lakes Tackle Gift Card

3rd Prize - \$50 Great Lakes Tackle Gift Card

4th Prize - \$30 Great Lakes Tackle Gift Card

5th Prize - \$30 Great Lakes Tackle Gift Card

The total prize value is approximately AUD\$260.00

- 13. Prize Restrictions:** The Winner must claim the Prize within 48 hours of being notified that the Winner has won the Prize. If for any reason the Winner does not claim the Prize by this date, the Winner will forfeit the Prize and the Promoter reserves the right, in its sole discretion, to award the Prize to the next eligible Entrant in accordance with Clause 8 above.
- 14. Expiry of Prize Vouchers:** Leaderboard Prize Vouchers will expire 3 years after issue date.
- 15. General Conditions of the Prize:**
- (a) The Promoter's decision is final and no correspondence will be entered into.
 - (b) The Winner must use the Prize within a time specified by the Promoter (which will be communicated to the Winner at the time the Winner claims the Prize).
 - (c) The Winner acknowledges that they are responsible for any ancillary costs associated with acceptance or use of the Prize. This includes any costs associated with accessing any website in connection with this Promotion.
 - (d) If the Prize is unavailable for any reason, the Promoter may, in its sole and absolute discretion, substitute the Prize (or part of the prize) with a Prize of equal value and/or specification. The Prize must be taken as offered and the Prize (or any unused portion of the Prize) cannot be varied, transferred or exchanged, nor can it be redeemed for cash.
 - (e) If for any reason a Winner is unable to claim the Prize (or does not use a portion of the Prize) at the time stipulated by the Promoter, then the Prize (or any unused portion of the Prize) will be forfeited by the Winner and the Promoter will not provide cash for the Prize (or any unused portion of the Prize). The Winner may be required by the Promoter to sign an indemnity or exclusion of liability form (or any other such legal document) prior to claiming the Prize. If the Winner refuses or fails to sign any such forms as required by the Promoter, the Winner will forfeit the Prize.
 - (f) The Promoter reserves the right to invalidate any entry if the Promoter reasonably believes, in its sole and absolute direction, that the Entrant has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be waived at the Promoter's discretion. If the Promoter becomes aware after an Entrant has won the Prize that the Entrant has not complied with these Terms and Conditions the Entrant will have no entitlement to claim and use the Prize, even if the Promoter has announced the Entrant as a winner. In these circumstances and, if so notified by the Promoter, the Entrant will return, refund or otherwise make restitution of the Prize.
- 16. Publicity:** To the extent permitted by law, each Entrant consents to the Promoter using the Entrant's name, likeness, image, location and any other information submitted as part of the entry (including any entry) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting this Promotion (including any outcome), the Promoter and promoting any products manufactured, distributed and/or supplied by the Promoter. For the avoidance of doubt, any use of an Entrant's name, likeness, image, location, content of their entry and any other information submitted as part of the entry by the Promoter during or after the Promotional Period does not mean that the Entrant has been selected as a Winner.
- 17. Liability:**
- (a) To the extent permitted by law, Entrants agree to indemnify the Promoter and its related bodies corporate (including officers, employees and agents) against all liability for any direct or indirect loss (including special or consequential loss), damage, expense or injury that is suffered or incurred by an Entrant in connection with:
 - (i) any breach of these Terms and Conditions
 - (ii) entry into, or participation in, this Promotion, or acceptance or use of the Prize;
 - (iii) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (iv) any theft, unauthorised access or third party interference;
 - (v) any entry that is late, lost, altered, damaged or misdirected (whether or not after their

- (vi) receipt by the Promoter); or
- (vi) modification or cancellation of the Promotion.
- (b) The Promoter has no control over communications networks or services and accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.

18. Privacy:

- a) By entering into this Promotion, each Entrant acknowledges and consents to the Promoter (and its related bodies corporates) accessing, collecting and using an Entrant's personal information in accordance with the Promoter's Privacy Policy available at: https://www.sjpbowling.com.au/wp-content/uploads/Privacy-Policy_-St-Johns-Park-Bowling-Club.pdf
- b) By entering into the Promotion, an Entrant consents to the Promoter using the Entrant's personal information for the purpose of administering this Promotion, including fulfillment of the Prize, marketing and advertising of the Promotion and publicity of the outcome of the Promotion (such as the announcement of the winner).
- c) Entrants acknowledge that the Promoter may disclose an Entrant's personal information to third parties for the purposes of conducting the Promotion (including promotional, marketing and publicity purposes) and delivering the Prize.

19. General Conditions of Promotion:

- (a) The Promoter reserves the right to invalidate any entry if an Entrant is unable to or refuses or fails to take part in any part of this Promotion or where an Entrant or entry is considered by the Promoter, acting reasonably, not to comply with these Terms and Conditions.
- (b) Entrants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Cherry Hub. Entrants understand that they are providing their information to the Promoter and not to Cherry Hub. The information an Entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Cherry Hub. To the extent permitted by law, Entrants agree to release Cherry Hub any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred or suffered by the Entrant in connection with their participation in this Promotion.
- (c) If this Promotion is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), COVID-19 (or other pandemic) restrictions, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law, to:
 - (i) modify, suspend, terminate or cancel the promotion, as appropriate; or
 - (ii) invalidate any entry.
- (d) Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- (e) Entrants agree that these Terms and Conditions will be governed by the laws of the State of New South Wales.

20. Contact:

St Johns Park Bowling Club Group
93 Edensor Road, St Johns Park NSW 2176
Phone: 02 9610 3666
Email: marketing@sjpbowling.com.au
Website: <https://www.sjpbowling.com.au>