

## **2020 MAX AHG Expo Monogramming Incentive - Terms and Conditions**

### **1. General Entry**

- 1.1 Information on how to enter the promotion described in **Item 1** of the Schedule (**Promotion**) and the terms and conditions of the Promotion are set out below and in the Schedule (the **Terms and Conditions**).
- 1.2 The promoter's details are set out in **Item 3** of the Schedule (the **Promoter**).
- 1.3 Entry to the Promotion is open to participants who:
- (a) meet the Eligibility Criteria specified in **Item 4** of the Schedule;
  - (b) are aged 18 years or over;
  - (c) are not directors, officers or employees of the Promoter and its related bodies corporate;
  - (d) are not directors, officers or employees of contractors to the Promoter;
  - (e) are not exhibitors at the 2020 MAX Australian Hospitality and Gaming (**AHG**) Expo; and
  - (a) are not immediate family of (c) or (d),
- (Eligible Participants)**.

For the purposes of these Terms and Conditions, the term "immediate family" means spouse (including de facto), parent, stepparent, grandparent, sibling, half sibling, child, stepchild and grandchild.

- 1.2 By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions.
- 1.3 Anyone who is not an Eligible Participant is not eligible to participate in the Promotion.

### **2. Term of Promotion**

The Promotion commences and ends on the dates and times specified in **Item 5** of the Schedule (the **Promotion Period**).

### **3. How to Enter**

- 3.1 To enter the Promotion, an Eligible Participant must, during the Promotion Period satisfy the entry requirements set out in **Item 6** of the Schedule.
- 3.2 Any Eligible Participant who complies with clause 3.1 is an **Eligible Entrant**.

### **4. Determination of Winner**

One or more Eligible Entrants will be determined to be the winner or winners of the Promotion, depending on the number of Prizes available to be won, using the process described in **Item 7** of the Schedule (**Winner**).

## **5. The Prize**

### **5.1 The Prize**

- (a) The Winner will receive the relevant prize described in **Item 9** of the Schedule (**Prize**). The total number of Prizes available to be won throughout the Promotion is specified in **Item 10** of the Schedule.
- (b) If the Prize is unavailable the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal or greater value and/or specification (subject to relevant State regulations).
- (c) In order to claim the Prize, the Winner or Supplementary Winner (as applicable) must satisfy the requirements of in accordance with **Item 11** of the Schedule.

### **5.2 Prize Specific Conditions**

- (a) The Prize is subject to availability, must be taken as offered, cannot be transferred, or, in the case of non-cash prizes, cannot be exchanged for cash, and is subject to any prize specific conditions specified in **Item 12** of the Schedule.
- (b) If, for any reason whatsoever, the Winner does not claim the Prize (including if the Promoter is not able to successfully get in contact with the Winner after making all reasonable attempts to do so) by the date specified in **Item 11** of the Schedule, then:
  - (i) the Prize will be deemed to have been forfeited by that Winner; and
  - (ii) a Supplementary Winner will be determined in accordance with in accordance with clause 11 and **Item 15** of the Schedule .

## **6. Prize Winner Notification**

The Promoter will notify the Winner that they have won a Prize by phone and by email, by the date specified in **Item 13** of the Schedule.

## **7. Delivery of Prize**

The Promoter will deliver the Prize to the Winner or Supplementary Winner, (as applicable) within the timeframe and according to the method specified in **Item 14** of the Schedule.

## **8. Tax Issues**

Any taxes which may be payable as a consequence of the Winner or Supplementary Winner (as applicable) receiving the Prize are the sole responsibility of that winner. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion and encourages each Winner and Supplementary Winner (as applicable) to seek independent financial and tax advice.

## 9. Exclusion of Liability

- 9.1 While the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with clause 7, by entering into this Promotion, each Winner and Supplementary Winner (as applicable) acknowledges that circumstances beyond the reasonable control of the Promoter may prevent the delivery of the Prize by that date, or at all, which include the failure by the Winner or Supplementary Winner (as applicable) to notify the Promoter of any change of delivery address of the Prize (if applicable). In such circumstances, and where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed to by that Winner, or Supplementary Prize Winner's negligence, fraud or misconduct, the Promoter may re-deliver the Prize to that Winner or Supplementary Prize Winner.
- 9.2 Except for any implied condition or warranty (including any applicable Consumer Guarantee) the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (**Non Excludable Condition**), the Promoter excludes from these Terms and Conditions all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees, contractors and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss, damage, cost, expense, damage or claim suffered, sustained or incurred (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising either directly or indirectly out of or in connection with the Promotion or a Prize, including (without limitation) the following:
- (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 or Prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) any variation in Prize or Prize value to that stated in these Terms and Conditions;
  - (e) any tax implications;
  - (f) the cancellation or postponement of an event which constitutes a Prize; and/or
  - (g) a Prize or use of a Prize.
- 9.3 The Promoter is not responsible for any lost, stolen or damaged Prizes. Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the *Competition and Consumer Act 2010* (Cth) (**Consumer Guarantees**), the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Prize (if any).
- 9.4 Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

## **10. Use of Personal Information / Marketing**

10.1 The Promoter will collect, use and disclose an Eligible Entrant's Personal Information (as defined under the *Privacy Act 1988 (Cth)*) in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services. The Eligible Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Eligible Entrant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Eligible Entrant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Eligible Entrant to participate in the Promotion.

10.2 By entering the Promotion, the Eligible Entrant consents to the Promoter:

- (a) collecting and using the Eligible Entrant's Personal Information in relation to the purposes referred to above; and
- (b) where considered necessary by the Promoter, disclosing the Eligible Entrant's Personal Information to third parties including, but not limited to, the promoter's agents, affiliates and related bodies corporate, Prize suppliers or regulatory authorities and for any purpose to which the Eligible Entrant has previously consented including but not limited to future promotional, marketing and publicity purposes;
- (c) using (or permitting authorised third parties to use) the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) and/or the Prize won by the Winner or Supplementary Winner (as applicable) in the Promotion in any media, including but not limited to social media, for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter; and
- (d) the Promoter, its agents, affiliates, related bodies corporate, other companies associated with this Promotion and business partners to send the Eligible Entrant future electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.

10.3 Eligible Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

## **11. Determination of Supplementary Winner**

11.1 If a Prize is not claimed by the Winner by the date specified in **Item 11** of the Schedule, a supplementary winner will be determined in accordance with the process outlined in **Item 15** of the Schedule ("**Supplementary Winner**").

11.2 The Promoter will notify the winner of the Supplementary Winner by phone or email by the date specified in **Item 16** of the Schedule.

11.3 In the event that for any reason, the Supplementary Winner does not accept the Prize by the date specified in **Item 11** of the Schedule, then the Prize will be forfeited by the Supplementary Winner, and no Prize will be awarded.

## **12. General Conditions**

12.1 The Promoter, its employees, officers, agents, and its related bodies corporate are not responsible for and will not be liable for:

- (a) any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
- (b) any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by a Prize or resulting from acceptance, possession, use, or misuse of a Prize, or from participation in the Promotion or downloading material from any website operated by the Promoter; or
- (c) any printing or typographical errors in any materials associated with the Promotion.

12.2 The Promoter reserves the right, in its sole discretion, to:

- (a) cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention or other causes beyond the reasonable control of the Promoter;
- (b) disqualify and refuse to award a Prize to any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion or otherwise brings the Promotion and/or the Promoter into disrepute (as determined by the Promoter);
- (c) disqualify and refuse to award a Prize to any Eligible Participant who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions or breaches these Terms and Conditions;
- (d) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and
- (e) request that the Winner or Supplementary Winner (as applicable) provides proof of age, identity, residency, loyalty program membership, or any other proof reasonably required by the Promoter to confirm they are eligible to participate in the Promotion or to win a Prize.

12.3 In the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right (unless doing so would be prohibited by any law including the consumer guarantees set out in the Consumer Guarantees) to cancel, terminate, modify or suspend the Promotion subject to any written directions from any relevant regulatory body.

12.4 It is a condition of accepting a Prize that the Winner or Supplementary Winner (as applicable) may be required to sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

- 12.5 Decisions of the management of the Promoter are final. No correspondence will be entered into. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and, subject to any regulator direction to the contrary, such decision will be final and binding.
- 12.6 In the event that the Winner or Supplementary Winner (as applicable) is identified as a minor, self excluded patron, involuntarily excluded patron, any other person who is in breach of these Terms and Conditions or any person who has acted improperly to increase their chances of winning any Prize (the **Refused Winner**), the Promoter reserves the right to refuse to allow the Winner or Supplementary Winner (as applicable) to take part in, or receive, any or all aspects of a Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.
- 12.7 These Terms and Conditions are governed by and must be construed in accordance with the laws in force in Victoria. The Promoter and each Eligible Participant submits to the exclusive jurisdiction of the courts of Victoria in respect of all matters arising out of or relating to these Terms and Conditions.

## SCHEDULE

Item 1	Promotion	<b>2020 MAX AHG Expo Monogramming Incentive</b>	see clause 1.1
Item 2	Not used		
Item 3	Promoter	Maxgaming QLD Pty Ltd ABN 93 078 936 050 of Level 8, 180 Ann Street, Brisbane QLD 4000	see clause 1.2
Item 4	Eligibility Criteria	To be eligible to enter the Promotion, a person must: (a) be aged 18 years and over; (b) attend the MAX stand at the 2020 MAX AHG Expo; and (c) comply with these Terms and Conditions.  <b>(Eligible Participant)</b>	see clause 1.3
Item 5	Promotion Period	<b>Promotion Commencement:</b> 12.01am Wednesday 18 March 2020 <b>Promotion End:</b> 11.59pm Thursday 19 March 2020  <b>(Promotion Period)</b>	see clause 2
Item 6	Entry Requirements	To enter the Promotion, an Eligible Participant must, during the Promotion Period: (a) take part in the MAX virtual reality experience at the 2020 MAX AHG Expo and score an accuracy of 90% or more; or (b) book and attend a product demonstration or expert chat with a MAX specialist at the 2020 MAX AHG Expo; or (c) book and attend the MAX Big Picture breakfast at Brisbane Convention and Exhibition centre on 18 March 2020.  Eligible Participants will be issued with a voucher to redeem for a prize.	see clause 3.1
Item 7	Determination of Winner(s)	Once Eligible Participants have completed the Entry Requirements they can attend at the MAX Stand at the 2020 MAX AHG Expo to collect a Prize ( <b>Winner</b> ).	see clause 4
Item 8	Not used		
Item 9	Prizes	One personalised leather luggage tag, valued at RRP \$37.50  <b>There is a limit of 200 Prizes to be won on a first in time basis.</b>	see clause 5.1(a)
Item 10	Total Number of Prizes	200	see clause 5.1(a)
Item 11	Method and time frame for	The first 200 Winners to attend at the MAX Stand will be awarded the Prize.	See clause 5.1(c)

	<b>claiming a Prize</b>	<b>There is a limit of 200 Prizes to be won on a first in time basis.</b>	
<b>Item 12</b>	<b>Prize specific conditions</b>	(a) All costs associated with the Prize (not mentioned in the Prize inclusions), including but not limited to any taxes, insurance and any other ancillary costs are the responsibility of the Winner or Supplementary Winner (as applicable).  (b) The Prize must be used in accordance with these Terms and Conditions and with the terms of conditions of the third party supplier, if applicable.	see clause 5.2(a)
<b>Item 13</b>	<b>Notification of Winner</b>	The first 200 Winners to attend at the MAX Stand with a voucher will be awarded the Prize.	see clause 6
<b>Item 14</b>	<b>Timeframe and delivery method of Prize</b>	The Prize is to be collected by the Winner in accordance with item 11.	see clause 7
<b>Item 15</b>	<b>Determination of Supplementary Winner</b>	Not applicable.	see clause 11.1
<b>Item 16</b>	<b>Notification of Supplementary Winner</b>	Not applicable.	see clause 11.2