

2023 Caulfield RSL Rewards Membership Renewal Promotion Terms & Conditions

Terms and Conditions

Promotion: Win a \$2,000 Luxury Escapes Gift Card

Promotional Period and Promoter

- The Promotional Period for the Win a \$2,000 Luxury Escapes Gift Card is from 00:01 on Tuesday 1st November 2022, ending at midnight on Tuesday 31st January 2023.
- The Promoter for this Promotion is Caulfield RSL Sub Branch Incorporated ABN 32 565 456 195 of 4 St Georges Road, Elsternwick, Victoria 3185 (the Promoter).

Eligibility Requirements

- 3. Entry into this Promotion is open to certain members of the Caulfield RSL Rewards Loyalty Program as provided further in these Terms and Conditions.
- To be eligible to participate in this promotion, a person must be aged 18 years or over and must be a financial member of the Program by midnight 31st January 2023.
- 5. Only Financial Life, Service, Affiliate and Social members for 2023 of the Caulfield and New Zealand RSL Sub Branches at the end of the Promotional Period will be eligible to win.
- 6. Entry to the Promotion is open to participants who:

(a) have NOT been excluded (whether self-excluded or otherwise) from the Participating Venue;

(b) are not directors, officers or employees of the Promoter (Caulfield & New Zealand RSLs)

(c) are not directors, officers and employees of contractors to the Promoter; and

(d) are not immediate family of (b) or (c),

<u>Entry</u>

- 7. All entries in the Promotion (including the prize draws contemplated in these Terms & Conditions) will be administered by the Promoter via the computer software used to deliver the program.
- 8. An entrant will be automatically entered into the Promotion if they are a Financial Life, Service, Affiliate or Social member of the Caulfield or New Zealand RSL Sub Branches, as recorded in the Membership Database at the end of the Promotional Period (31st January 2023).
- 9. Subject to these Terms and Conditions, each financial member gains a maximum of one (1) entry into the Promotion.

<u>Prize</u>

- 10. The prize is a \$2,000 gift card from Luxury Escapes.
- 11. The gift card can be used to purchase travel and experiences through the Luxury Escapes website <u>https://luxuryescapes.com/au/gift-cards</u>
- 12. The winner may use the gift card for multiple experiences to the combined value of \$2,000.

Prize Draw

- 13. The Promoter will conduct the prize draw in accordance with the Terms and Conditions
- The Promoter will conduct the prize draw at 10.00am on Wednesday 1st February 2023 at the Promoter's office, 4 St George's Road, Elsternwick, Victoria, 3185.
- 15. The Promoter will select one (1) winner from a computer generated random draw of eligible members.
- 16. The Promoter will contact the winner by telephone and/or email within one business day of the Prize draw to notify them and arrange delivery of the winner's prize. Contact will be made by the General Manager using the contact details recorded in the Winner's Program membership details.
- 17. If the Winner cannot be contacted by the General Manager or RSL staff within 7 days following reasonable attempts by the Sub-Branch manager and Promoter, or if the Winner is not properly identified or eligible in accordance with these Terms & Conditions, that Winner will be deemed

to have forfeited any entitlement to a prize and will not be eligible to participate further in the Promotion.

18. In the event a winner has forfeited their entitlements to a Prize and participation in the contestant draw, the Promoter will conduct a "second chance draw" at the Promoter's office on Tuesday the 7th of February 2023 at 10.30am AEDT. The winner(s) of any second chance draw will be contacted in accordance with Prize Draws Paragraph 4 within one business day of the second chance draw, and will be substituted as the Winner for the relevant purposes of these Terms and Conditions.

<u>General</u>

- Details of the winner and their prize may be published on the Caulfield RSL website – <u>www.crsl.com.au</u> – from the 1st February 2023 for at least 28 days.
- 20. In the event of an unclaimed prize draw being necessary, the winner of the unclaimed prize draw and their prize may be published from 14th of February 2023, on the Caulfield RSL website (<u>www.crsl.com.au</u>) for a period of at least 28 days.
- 21. Any entry in the Promotion which the Promoter determines in its reasonable opinion to be fraudulent will be deemed invalid.
- 22. Directors, management personal and employees (and their immediate families) of the Promoter (Caulfield and New Zealand RSL's) are ineligible to win this Promotion.
- 23. RSL Sub-Branch staff are not eligible to win this Promotion.
- 24. Members of other RSL's are not eligible to win this promotion.
- 25. Associate and Community members of Caulfield & New Zealand RSL Sub Branches are not eligible to win this promotion.
- 26. Further terms and conditions in relation to the Luxury Escape gift card redemption can be found on the Luxury Escapes website at <u>https://luxuryescapes.com/au/giftcards-terms</u>
- 27. If a trip is chosen, the Promoter is not responsible for passport and visa fees, insurance, laundry, phone calls, beverages and meals not detailed in the itinerary, tips, items of a personal nature, excess baggage, expenses, fees or costs incurred in case of illness, or of refusal of entry, detention in, or expulsion or repatriation from a country or part of a country. The Promoter is not liable for any expense, costs or loss

incurred in relation to such matters. You agree not to hold the Promoter responsible for any such things.

- 28. 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.
- 29. Printing and other quality control errors will not invalidate an otherwise valid prize claim.
- 30. 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 the 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 value to that stated in these Terms and Conditions; (e) any tax implications; (f) the cancellation or postponement of an event which constitutes the prize; (g) a Prize or use of a Prize; and/or (h) attendance at or (i) If an Entrant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Entrant to participate in the Promotion. By entering the

Promotion, the Entrant consents to the Promoter: (a) collecting and using the Entrant's Personal Information in relation to the purposes referred to above; and (b) where considered necessary by the Promoter, disclosing the Entrant's Personal Information to third parties including, but not limited to, Prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented including but not limited to future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

- 31. As a condition of accepting a prize, a winner must sign any legal documentation in the required format, as required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 32. The Promoter will collect, use, and disclose an 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 Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Entrant (if any) and in accordance with the relevant privacy policy of the Promoter.
- 33. All Prize values are in Australian dollars. Promotional pictures may not represent the actual prize.
- 34. Any further enquiries regarding the Promotion should be directed to the Promoter.
- 35. The laws of the State of Victoria govern the conduct of the Promotion.