

# **Port Macquarie Golf Club (PMGC) – Friday Members Draw**

**Maximum \$5,500 Cash Giveaway**

## **Terms and Conditions Applicable to the Friday Members' Draw Promotion**

1. The promoter is Port Macquarie Golf Club Ltd (PMGC), 700 Ocean Drive, Port Macquarie NSW 2444, ABN 76000100854
2. The promotion runs from Friday 2 December 2022 until Friday 7 April 2023 (inclusive).
3. Entry is open to all, full financial members over the age of 18.
4. Junior members are ineligible to enter the draw.
5. PMGC Club Directors, Club Employees, Temporary, Suspended, Expelled or Self Excluded Members are ineligible to enter.
6. All Rules and By-Laws of PMGC remain in force during the promotion period.
7. No proxy may be used on behalf of any winner at any part of the promotion.
8. The Members Draw function within MiClub Membership database will be used to select a member's number of members mentioned in point 3.

## **How to Enter**

9. Members in (point 3) automatically qualify and are entered into the promotion.

## **Weekly Draw**

10. Each Friday at 6.30pm, a member number will be drawn through MiClub system. If not claimed, a second draw will be conducted at 8pm.
11. If deemed eligible as per point 4, the member number drawn will be announced via the Club's internal PA system (excluding Seabreeze Function Room).
12. If the number drawn corresponds with a member's number who is present at the time of the draw, they will have 4 minutes to present themselves with their membership card & photo identification to the host in the designated area to claim their prize.

13. The jackpot amount commences at \$1000 on Friday 2 December 2022 and jackpots by \$250 each week if a winner is not present after the 2<sup>nd</sup> draw.
14. If the member is not present at the 6.30pm, a second draw will be conducted at 8pm. The prize for the 8pm draw will remain the same during the night of the draw.
15. **If the jackpot is claimed** the draw will be deemed over for the night, and the jackpot will start back at \$1000 on the next draw day.
16. **If the prize is not claimed**, it will jackpot by \$250 for the next draw day.

### **Final Jackpot Draw - \$5,500**

17. If the prize pool reaches \$5,500 the draw night will become a guaranteed giveaway draw. On this night, the 6.30pm draw will take place. If not won after the 6.30pm draw, members will have until 8pm to register their name and member number at reception with the staff member.
  - a. A member's number will be drawn at 8.05pm from the registered members and they will have 4 mins to present to the designated promotions area.
  - b. If the member is not present after 4 minutes, another member will be drawn. This will continue until a member is present.

### **Club Premises Defined**

18. The Club's premises are as determined by the Club in its discretion and comprise the club building and designated outdoor areas (namely the alfresco Gaming area and club smoking balcony)  
***The Club's Car Park or any part of the Golf Course is not considered to form part of the Club's premises for the purposes of Club promotions.***

### **Proof of Qualification and Payment of Prizes**

28. A member claiming a prize must identify themselves and prove their identity and eligibility to the reasonable satisfaction of the Club, in order for a prize to be awarded to them. A member may only claim a prize by presenting themselves personally at the designated promotion area.

29. Prizes up to \$5,000 will be paid in cash within 1 hour of the prize being awarded. Any balance will be paid by Club cheque made available for collection at the Club's premises by the member within 3 business days after the draw. The Club may require the member to provide documentary proof of identity to the Club's reasonable satisfaction before handing over a cheque.
30. As per the rules set out in Trade Promotion Lotteries set out by the NSW Government, Trade & Investments, Office of Liquor and Gaming, no club is permitted to issue a cash prize between 10:00pm and 8:00am the next day. In the event any cash prize is claimed after 10.00pm, the winner or winners' will not be able collect their prize until the following day business day.

## **General Terms and Conditions Applicable To All Club Promotions**

31. The following persons are not eligible to participate in the promotion or win.
- (a) [*Club officers; executives; other employees*] - Club directors or auditors; Club executives; other Club employees;
  - (b) [*Contractors directly involved in the promotion,*] - Officers and employees of suppliers or contractors to the Club, who are directly involved in any aspect of the promotion;
  - (c) [*People who work on the Club's premises*] Persons whose usual place of work is within premises owned or leased by the Club, who are employed by any of the licensees or lessees of the Club;
  - (d) [*People working at the Club at the time*] Persons employed by any other supplier or contractor of the Club who at or about the time of a particular draw, are on the Club's premises in that capacity as such an employee.
32. Information on how to enter forms part of the promotion conditions.
33. The Club may require a winner to sign a legal acknowledgment, release and receipt in conformity with these conditions and in a form reasonably required by the Club, in order to be paid a prize.
34. The Club in its reasonable discretion may (but is not obliged to) cancel, suspend, terminate, modify or adjourn the promotion or any or all draws, where circumstances unexpected by the Club arise in relation to the promotion or a draw. Unexpected circumstances could include (but are not limited to) technical difficulties, power outages, infection by computer virus, computer bug, tampering, unauthorised intervention, fraud, technical failures or errors, and any other unexpected circumstance beyond the reasonable control of the Club which corrupts or affects the administration, security, fairness, integrity or proper conduct as planned of the promotion. The Club's rights are subject to any direction given under any relevant legislation or in connection with any permit under which the promotion is conducted.
35. The Club's decisions in relation to the promotion may be made by the Club's CEO or his delegate or delegates from time to time (who may but need not be a Club executive), including decisions in relation to the appointment of a judge or judges in relation to the promotion or a particular draw or draws. The Club's CEO also may (but is not obliged to) appoint one or more scrutineers for a

particular draw or draws or all draws. Decisions by the Club's CEO, and subject to any countermanding decision by the Club's CEO also decisions by any such delegate or judge, are final. No such decision requires any consultation. No correspondence will be entered into in relation to any such decision.

36. The Club is not responsible for, and is not obliged to delay a draw because of, any delay or impediment in connection with the admission of members or registration for a draw. Further, the Club is not responsible for members being located in areas within the Club's premises in which PA announcements are not able to be heard, nor for the audible integrity of the PA announcements anywhere on the Club's premises.
37. A prize will not be awarded or paid where in the Club's reasonable opinion it arises as a result of a machine or other technical malfunction.
38. The Club has no liability for acting on or promulgating any incorrect or inaccurate information, due to any error to any equipment or programming associated with or utilised in the promotion or any technical error or error by any third party.
39. Where the Club's decision is that a person claiming a prize is not eligible to participate or has not qualified to win the prize or, on the basis of these conditions, is not entitled to the award of a prize, then in the case of a weekly draw, the Club is entitled not to award the prize and the prize may remain at the same amount for another scheduled draw on that night, or it may jackpot as specified elsewhere in these conditions.
40. Prizes are strictly not transferable or negotiable.
41. The collection, use and disclosure of personal information provided to the Club in the course of the promotion is subject to these conditions and is otherwise governed by the Club's Privacy Policy. Please ask for a copy of that Policy if you are not aware of its contents. Members not wishing to participate in automatic draws should notify the Club's CEO's office in writing as soon as possible.
42. If the Club in good faith awards or pays a prize to someone appearing to the Club to be the prize winner, then to the maximum extent permitted by law that award or payment fully discharges the Club from all liability to the actual prize winner in relation to that prize.

43. Tax and financial implications may arise from winning a prize and winners should seek independent tax and financial advice before accepting. The Club is not responsible for any such advice.
44. No member is required to participate. Participation in the promotion is solely at the option of individual members. Members should not participate unless they are satisfied that they completely understand the way in which the promotion operates and these conditions.
45. These conditions cannot be varied for an individual member.
46. The Club determines the designated clock from which draws are timed.
47. A person by claiming or accepting a prize agrees that the Club may use their name, suburb, photograph, image and likeness for the purpose of promoting the Club and agrees to co-operate with the Club to allow their photo to be taken for those purposes.
48. Neither the Club nor any of its officers, employees, contractors or agents, has any liability for any loss or damage of any nature or for injury or death, sustained in connection with the promotion or any prize, except any minimum liability which cannot be excluded by law (if any).
49. Members will be notified of this promotion through advertising in the Club's members' App, and/or posters and flyers displayed within the Club's premises, PA announcements, or by other means at the Club's discretion.