

## **Terms and Conditions – Nominate a Community Champion to win a luxury stay at Crown Sydney**

### General

1. The Promoter is Nationwide News Pty Ltd (ABN 98 008 438 828) of 2 Holt Street Surry Hills NSW 2010 Phone 02 9288 3000.

2. Information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions will prevail.

3. Who can nominate and who can be nominated to be considered?

- All residents of New South Wales can nominate someone over the age of 18.
- The nominee must be:

A NSW person either employed to help members of the community through their job or who has voluntarily gone out of their way to help others in times of need over the last 18 months.

4. Directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion, including the Crown Group of Companies, Crown Resorts, Crown Sydney, Crown Melbourne and Crown Perth are not eligible to enter the Promotion. This Competition is not open to persons or other persons (including proxies) excluded from the casino pursuant to the provisions of the Casino Control Act 1991 (Vic) or Casino Control Act 1992 (NSW) or who are otherwise prohibited from entering the Crown Sydney Resort for any reason, including persons who become prohibited before or after a prize determination (up to the time of receipt or collection of a prize by a prize winner).

5. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity and proof of occupation if required in order to

claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

#### When to enter

6.Promotion opens on 03/06/21 at 12.01am AEST and closes on 20/06/21 at 11.59pm AEST (Promotion Period). Entries must be received by the Promoter in the Promotion Period.

7.All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the nominator.

8.Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted nominations or delays in the delivery of nominations due to technical disruptions, network congestion or for any other reason. SMS nominations via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

#### How to nominate

9.The details of how to enter the competition are set out at <https://www.dailytelegraph.com.au/entertainment/competitions>

10.To nominate someone, nominators must log onto <https://www.dailytelegraph.com.au/entertainment/competitions> registering their details and submitting a nomination of an Eligible Nominee. Or scan the QR code printed during the entry period in The Daily Telegraph. The nomination should be a personal story of why the chosen Eligible Nominee is deserving of the prize. The nomination can be submitted as 100 words or less nomination or by 1 minute video upload. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider. The Promoter will contact relevant nominees prior to determining winners to confirm the relevant nominee's agreement with these terms and conditions. Where a nominee refuses to confirm this, they will be disqualified from participating in the Promotion.

11.Nominators must take full responsibility for their nomination content and ensuring that their nomination complies with these terms and

conditions. “Nomination content” includes any content (including text, photos, videos and email messages) that nominators submit, upload, transmit, publish, communicate or use in connection with their nomination for inclusion in the Promotion. Nominations must be the nominator’s original work. The Promoter reserves the right to verify, or to require the nominator to verify, that the nomination is the nominator’s original work. If a nomination cannot be verified to the Promoter’s satisfaction, the nomination will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of a nominator’s nomination. A nomination must not include:

(a) any image or voice of any other person without that person’s express consent. Nominators warrant that if any such content is included, they have obtained the express consent of the relevant person;

(b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and

(c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the nominator is entitled to do so. If a nominator has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their nomination, the nominator warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the nomination in accordance with these terms and conditions.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the nomination includes content as described in any of paragraphs (a) to (c) above.

12. Neither nominators nor nominees must:

(a) tamper with the nomination or judging process;

(b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion

(c)submit a nomination that is not in accordance with these terms and conditions;

(f)engage in conduct in relation to the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter or Crown Group of Companies.

If a nominator or nominee is found to have breached these terms and conditions including this clause, the relevant nominee will be disqualified so that any claim to any prize will be invalidated and where such a nominee has already been awarded a prize before this breach is discovered, the nominee or nominator must immediately return the value of any awarded prize to the Promoter. The Promoter has sole discretion to determine if these terms and conditions have been breached. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the relevant nominee. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

#### Number of Entries permitted

13.Nominators may nominate as many times as they like. Maximum of one prize will be awarded per nominated Eligible Nominee. Nominators can nominate themselves.

#### Determination and Notification of winner

14.The winners will be the 50 nominees, nominated in accordance with these terms and conditions, who are judged by the Promoter and Crown Resorts to be the most deserving Eligible Nominees to receive a prize. The judging period will take place from 21/06/21 at 9am AEST to 22/06/21 at 5pm at 2 Holt Street, Surry Hills, NSW 2010. In the unlikely event there are less than 50 nominees then each nominee will win a prize.

15. This competition is a game of skill. Chance plays no part in determining the winner.

16.The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

17.The winner/s will be notified by telephone or email within two days of the draw. Winner/s of prizes will be published using their first initial, surname and postcode at [dailytelegraph.com.au/promotions](http://dailytelegraph.com.au/promotions) approximately 48 hours after the draw and will remain on the website for a minimum of 30 days.

18.If a nominee's contact details change during the Promotion Period, nominator or nominee must notify the Promoter. A request to modify any information provided in a nomination should be sent to the Promoter.

19.If a winner has not claimed the prize by 5pm AEST on 27/06/21 then they will forfeit the prize and the prize will be awarded to the valid nominee submitted in accordance with these terms and conditions that is judged by the Promoter and Crown Resorts to be the next most deserving Eligible Nominee to receive the prize at 10am AEST on 28/06/21 at 2 Holt St, Surry Hills, NSW 2010. The winner of the unclaimed prizes will be notified by telephone or email within two days of the date on which they are judged to be the unclaimed prize winners.

#### Prize on offer

20.Individual prize value is up to \$2010 (including GST). Total prize pool value is up to \$100,500 (including GST) as at 03/06/21. Winners will each receive a two night stay at Crown Sydney for two people and breakfast at Epicurean, a relaxation massage at Crown Spa Sydney, dinner at Silks restaurant and a VIP tour of SkyDeck observation level.

21.Due to ongoing COVID-19 measures, the Promoter and the prize supplier Crown Sydney reserves the right to postpone the prize redemption date and the composition of the prize as required in the interest of community health and safety or to comply with Government requirements.

22.Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter and prize supplier accepts

no responsibility for change in prize value between now and the ultimate prize redemption date.

23. Prizes cannot be transferred, exchanged or redeemed for cash.

24. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.

25. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter or prize supplier in its absolute discretion.

26. All winning nominees and their nominators agree that they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.

**27. Prize must be taken between 27/6/21 and 1/7/21 on a date assigned by the prize supplier. In the event a winner does not take the prize on the date stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.**

Prize clauses

28. Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter or Prize Supplier is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

29. The Promoter is not responsible for any acts outside of its control including without limitation, acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place or the impact or effect of any pandemic or epidemic.

30. The winner/s (and their companion/s) is/are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities and services charges.

31. A credit card imprint or cash deposit may be required from each winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued, they are non-changeable.

32. If the prize experience is cancelled due to unforeseen circumstances such as natural disaster, illness, terrorism, health pandemic, the Promoter and the prize supplier, Crown, is not responsible to issue a prize in replacement of the original prize package, or pay out the cost value in any form.

33. The winner and their guest must be available on dates of stay provided by the prize supplier with itinerary to be determined by Crown. The Major Prize winner and their guest are responsible for ensuring they have visas, vaccinations, identification and travel documents in order to accept the prize.

34. Travel insurance is not compulsory or included; however, Crown recommends that the winner obtains travel insurance in relation to accepting their prize appropriate to the destination. Each winner (and their guest) should inquire about local issues and conditions at the destination prior to travel. Crown makes no representations and provides no warranties or assurances as to the availability of flights and accommodation, health and safety matters, or other issues or conditions that may exist concerning any destination or any other matter. If a winner (including their guest) chooses not to obtain travel insurance, they release Crown from any liability whatsoever in connection with accepting the prize in doing so.

35. The Prize supplier, Crown practices Responsible Service of Alcohol.

36. Legal aged consumers should be advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are available at: <http://www.alcohol.gov.au/>. Participation in this promotion is subject to relevant liquor legislation in each State, Territory or Country, including responsible service of alcohol.



## Further Terms and Conditions

37.If for any reason this Promotion and associated prizing is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, pandemic or epidemic the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

38.If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

39.The Promoter will make reasonable efforts to deliver prizes to the addresses provided in the Promotion process. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

40.In consideration of the Promoter awarding the prize to a winner, the winner permits their image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.

41.The Promoter acknowledges that the nominee may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the nomination (Works). The nominator does not transfer their intellectual property rights to the Promoter by submitting a nomination. The nominator grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide, sublicensable licence to



use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the Promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use any Works for any other purposes, it will contact the nominator to discuss licensing opportunities.

The nominator acknowledges and agrees that neither the nominator nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the nominator holds, now, or at any time in the future, any s moral rights in connection with the Works, the nominator unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth) (Copyright Act). All nominators consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

### Limitation of Liability

42. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and neither the Promoter or the prize supplier shall be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.

43. The Promoter is not responsible for any incorrect or inaccurate information, either caused by nominator or for any of the equipment or programming associated with or utilised in this competition, or for any

technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of nominations.

## Entry details and privacy

44. The Promoter collects information about nominators and nominees, including for example their name and contact details which are provided when entering this competition and when registering or using Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter collects and uses that information to run this competition, to provide nominees and nominators with Promoter's goods and services, to promote and improve its goods and services, to provide nominees with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose nominees' and nominators' information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose such information to its service and content providers, including those located outside Australia. The Promoter may disclose such information to the prize supplier. If nominees or nominators do not provide the Promoter with requested information, it may not be able to provide them with the competition goods and services. The Promoter may disclose nominee and nominator personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how persons can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how persons can access or seek correction of their personal information and the Promoter's contact details can be found in the Promoter's Privacy Policy <https://preferences.news.com.au/privacy>.