

# LETTER TO SANTA TERMS AND CONDITIONS

ITEM	SUBJECT	TERM/CONDITION
Item 1	Promoter	The Promoter is St. George Leagues Club Ltd, ACN 000 151 020,124 Princes Highway Kogarah NSW 2217.
Item 2	Promotion Period	Friday 17 November 2023 to Sunday 3 December 2023
Item 3	Eligibility Criteria	<ul> <li>Entry is open to:</li> <li>a) Australian residents aged 12 years and under ("Entrants") whose parent or legal guardian ("Guardian") is a current financial member of St. George Leagues Club at the time of the draw.</li> <li>b) Ineligible Entrants are anyone involved in conducting the trade promotion, including determining winners; and anyone involved in the management of any benefiting business.</li> </ul>
Item 4	How to enter	Entrants must write a letter to Santa on the official entry form and place it in the North Pole mailbox located in the foyer of the Promoter's premises by Sunday 3 December 2023. All Entrants must include contact details of their Guardian to be valid.
Item 5	How to win	The winner/s will be selected at random. Each winner will be awarded one prize as determined by Santa Claus.
Item 6	Draw details	The draw will take place at the Promoter's premises by Friday 8 December 2023.
Item 7	Prize/s	The total prize pool consists of up to 25 prizes valued at up to \$2,500. Individual prizes will be determined by Santa Claus based on the Entrants letter.
Item 8	Notification of winner/s and how to claim a prize	The winner/s will be selected at random and the Guardian notified via telephone, SMS or email. Guardians must collect the prize from the Promoter's premises by Thursday 21 December by reporting to Reception. Current membership card and/or photo ID must be presented. Guardians must sign for the prize. If a Guardian does not present themselves, the prize will be forfeited.
Item 9	Prize delivery	Prizes will be awarded to the winner's Guardian on collection from the Club.

Promoter's website and contact phone number	www.stgeorgeleagues.com.au 02 9587 1022
Authorised under	NSW Authority Number: TP/02550

## 1. GENERAL

- 1.1. These Terms and Conditions apply to your participation in the Promotion.
- 1.2. By entering, Entrants agree to these Terms and Conditions.
- 1.3. This Policy may be subject to change.
- 1.4. The Promoter is responsible for the conduct of the Promotion and the process of selecting and notifying a winner.

## 2. PARTICIPANT ELIGIBILITY

- 2.1. Entry is open to participants who meet the Eligibility Criteria (Item 3) and in line with the Promotion Period (Item 2), which may differ between Promotions.
- 2.2. Employees directly involved with the Promotion, and agents of the Promoter and their employees, are not eligible to enter.
- 2.3. The Promoter may disqualify Entrants for offensive, illegal, or objectionable conduct or for not complying with these Terms and Conditions.
- 2.4. Entry to the Promotion may incur a cost, and if so, the cost amount will be communicated to the participant.
- 2.5. Entrants may be required to provide relevant details or intellectual property and consent to the Promoter's use.
- 2.6. The Promoter accepts no responsibility for late, lost, incomplete, or incorrectly submitted entries.
- 2.7. Any costs associated with accessing or submitting an entry are the Entrant's responsibility.
- 2.8. The Promoter may prohibit an Entrant's participation or cancel the Prize/s for inappropriate behaviour or non-compliance with the law.

#### 3. ENTRY

- 3.1. To enter, follow the specified steps (Item 4) during the Promotion period (Item 2).
- 3.2. All entries become the property of the Promoter if necessary for the Promotion.

## 4. HOW TO WIN

- 4.1. The Promoter will select the winner/s using the specified process (Item 5) at the specified time, date, and place.
- 4.2. The process used to conduct the Promotion or select a winner may differ between Promotions.
- 4.3. For Promotions involving a Draw, the Draw will be conducted according to the process (Item 6) and specifications outlined, which may differ between Promotions.

## 5. PRIZE/S

- 5.1. Item 7 contains details of the prize/s.
- 5.2. The prize cannot be transferred or exchanged for cash, unless specified or the prize is in fact cash.
- 5.3. If the Prize is unavailable, the Promoter may substitute it with another of equal or greater value (subject to regulations).
- 5.4. The Winner must claim the Prize as specified (Item 8 and Item 9), or it will be forfeited.
- 5.5. The Prize is not transferable or assignable to another person.

- 5.6. The Promoter is not responsible for lost, stolen, or damaged Prizes, except as required by consumer guarantees.
- 5.7. Prize values are in Australian dollars and are correct at the time of publication. Promotional pictures may not represent the actual Prizes.
- 5.8. The Winner may be required to sign legal documentation, including a release and indemnity form, to accept the Prize.
- 5.9. The Prize is not inclusive of costs associated with the claim or use of the Prize.
- 5.10. The Promoter is not responsible for any product warranties that may be associated with the Prizes. The Winner is solely responsible for any product warranty claims if required.

## 6. NOTIFICATION TO WINNER/S

- 6.1. The winner/s will be notified as stated in Item 8.
- 6.2. The Winner(s) may be notified using the provided contact details.
- 6.3. If the Winner does not claim the prize within the specified time (Item 8), it may be treated as unclaimed or forfeited.

# 7. FORCE MAJEURE

- 7.1. If circumstances beyond the Promoter's reasonable control prevent or hinder the conduct of the Promotion or delivery of the Prize, the Promoter may, in its discretion, cancel, terminate, modify, or suspend the Promotion.
- 7.2. The Promoter is not liable for any loss or damage suffered by Entrants or Winners as a result of such cancellation, termination, modification, or suspension, except where required by law.

### 8. PRIVACY AND DATA PROTECTION

- 8.1. By participating, Entrants consent to the Promoter using their personal information as outlined in the Promoter's <u>Privacy Policy</u>.
- 8.2. The Promoter may require the collection of personal information about Entrants to conduct the Promotion and/or deliver the Prize.
- 8.3. Entrants can request access to their personal information, correct any inaccuracies, or opt out of future marketing communications by contacting the Promoter.

## 9. DISQUALIFICATION AND TERMINATION

- 9.1. The Promoter may disqualify any entrant who tampers with the entry process, violates these Terms and Conditions, or engages in unlawful or fraudulent behaviour.
- 9.2. The Promoter may terminate the Promotion at any time if it determines that it cannot be conducted fairly or securely.

## 10. LIMITATION OF LIABILITY

- 10.1. To the maximum extent permitted by law, the Promoter excludes all liability for any loss, damage or injury suffered by Entrants or Winners arising from their participation in the Promotion or use of the Prize.
- 10.2. The Promoter's liability for breach of any consumer guarantee, which cannot be excluded by law, is limited to the maximum extent permitted by law.
- 10.3. Any costs associated with the use or claiming of a Prize is the responsibility of the Winner/s, and not the liability of the Promoter.

#### 11. SEVERABILITY

11.1. If any provision of these Terms and Conditions is deemed invalid or unenforceable, it shall be severed from the remaining provisions, which shall continue in full force and effect.

## 12. ENTIRE AGREEMENT

- 12.1. These Terms and Conditions constitute the entire agreement between the Promoter and the entrants in relation to the Promotion and supersede any previous agreements or understandings, whether oral or written.
- 12.2. Terms and Conditions may be subject to change. It is your responsibility to review it periodically to stay informed about any updates.