



Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

The following terms and conditions (the “Conditions of Entry”) set out the contest rules for the Melbourne Storm / Lotus Living Play & Stay Competition, held by Melbourne Storm Rugby League Club Ltd.

Promotion	Melbourne Storm / Lotus Living Play & Stay Competition
Promoter	The promoter is the Melbourne Storm Rugby League Club Ltd (ABN 62 081 369 468) of AAMI Park, Entrance E, 60 Olympic Boulevard, Melbourne Vic 3004
Promotional Partner/Prize Provider	The Promotional Partner is Lotus Oaks Pty Ltd (ACN 007 080 177 (Lotus Living), Elm Point Operations Pty Ltd (ACN 169 725 786) and Black Bull Golf Club (ACN 611 780 173) of 40 Silverwoods Boulevard, Yarrowonga, Vic, 3730 (Promotional Partner).
Promotion Period	Start Date: 9.00am (AEST) Wednesday 10 th May 2023. End Date: 17.00pm (AEST) Wednesday 7 th June 2023.
Promotion Type	Game of Chance
Who may Enter (Entrants)	To be eligible for the Promotion, Entrants must be: (a) Permanent Residents of: <u>Australia</u> ; and (b) Aged 18 years or above at the time of Entry. The directors, management and employees of the Promoter, its related partners (including the Promotional Partner, if any), its suppliers and agencies who are directly associated with the conduct of this Promotion are ineligible to enter the Promotion.
Promoter’s Website	http://stormcompetition.lotusliving.com.au/
Prize Details and Total Prize Pool	The winner will receive the ultimate getaway at The Sebel Yarrowonga and Black Bull Golf Course which includes: <ul style="list-style-type: none">• Two-night stay in a Studio Lake View Room for two guests• Breakfast for two daily at Stock & Barrel Restaurant & Bar• 18 holes of golf at Black Bull Golf Course for two players plus a motorised golf cart hire



Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

	<p>Note: Total prize value is \$1,000 (including GST). The prize is non-transferable, non-exchangeable for any other item and is not redeemable as cash.</p> <p>The winner is responsible for the cost of their own transport to and from Silverwoods Yarrowonga, together with any additional incidental expenses not included in the prize package as outlined above.</p> <p>Prize redemption is subject to availability and block-out may periods apply. Prize must be redeemed on or before 30 June 2024 by contacting The Sebel reservations team: tel: (03) 5745 9100 or email h9941@accor.com and quote your prize voucher number.</p> <p>Sign up for all elements of the Promotion is free.</p>
How to Enter	<p>Entrants must register on-line at http://stormcompetition.lotusliving.com.au</p> <p>By completing this online form you acknowledge and agree the Promoter has the rights to publish the winners details.</p> <p>Promotional Period:</p> <p>Start Date: 9.00am (AEST) Wednesday 10th May 2023. End Date: 17.00pm (AEST) Wednesday 7th June 2023. Any entries received after 17.00pm (AEST), Wednesday 7th June 2023 will not be considered.</p> <p>Once the Entrant is validly registered, they are eligible to participate in the Promotion.</p> <p>Incomplete, indecipherable or illegible Entries will be deemed invalid.</p> <p>Each Entry will be viewed by the Promoter and only entries that the Promoter determines in its absolute discretion to be in accordance with these Conditions of Entry will be valid.</p> <p>One (1) Entry only is permitted per person.</p> <p>Once an entry is submitted, Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).</p>
How to Win	<p>The Promotion is a game of chance and the prize is drawn at random from all Entrants who have completed their entry successfully in accordance with the Conditions of entry.</p> <p>Entries will be placed into a random electronic draw and the</p>

Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

	winner will be chosen at random from all eligible, valid and complete Entries received.
Place, Date, Time and Method of Draw	The draw for the winner will take place at Lotus Living's Head Office at Level 35, 2 Southbank Boulevard, Southbank, Melbourne Vic 3006 on the first business day after the end of the Promotion Period, beginning at 12:00pm (AEST) Thursday 8 th June 2023.
Reward Notification and Redemption Method	<p>The winning Entrant will be notified by the email address or Australian mobile phone number (as determined by the Promoter in its absolute discretion) set out in the contact details provided in their registered Entry that they have been successful.</p> <p>The deemed winner and recipient of the Promotion will be notified by 12pm (AEST) on Friday 9th June 2023 via your mobile telephone number provided in the online entry form. Failure to claim the prize by Friday 16th June 2023 (As set down and agreed) means the terms of the prize will lapse and a new recipient will be selected.</p> <p>The winning Entrant will also be provided with details on how to receive their [prize] [prizes]".</p>
Prize Publication	The names of successful winning Entrant will be published on the Promoter's Website for a period of no less that twenty-eight (28) days.
Unclaimed Prize Draw Details	<p>If a winning Entrant fails to respond to the Reward Notification with their delivery address within seven (7) days of that notification being sent by the Promoter, the prize will be forfeited, and another draw will take place to determine the winner of that prize using the same process as that used to determine the original winning Entrant.</p> <p>Every reasonable effort will be taken to contact a winning Entrant by the email address or Australian mobile phone number (as determined by the Promoter in its absolute discretion) set out in the contact details provided in the Entrant's registered entry. If contact can't be made, the Promoter will retain the relevant prize for the appropriate time period until another winner of that prize is drawn.</p>

Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

	<p>This process will continue until the prize is claimed.</p>
<p>Redraw date (if necessary)</p>	<p>Thursday 22nd June 2023, 2 weeks after initial draw if the Promoter has been unable to locate the first-drawn winner.</p>
<p>Special Conditions</p>	<p>By submitting an Entry, each Entrant agrees the Promoter will own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names of the Entrant and other details provided, any images submitted and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.</p> <p>Entry into the promotion may not contain, as determined by the Promoter, in its sole discretion, any content that:</p> <ul style="list-style-type: none"> • is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; • promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; • is obscene or offensive; endorses any form of hate or hate group; • appears to duplicate any other submitted entries; • defames, misrepresents or contains disparaging remarks about other people or companies; • contains materials which violate the rights of third parties; • contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; • contains copyrighted materials owned by others (including photographs, sculptures, paintings, and



Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

	<p>other works of art or images published on or in websites, television, movies or other media), without permission;</p> <ul style="list-style-type: none"> • contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission; • contains look-alikes of celebrities or other public or private figures, living or dead; • communicates messages or images inconsistent with the positive images and/or good will to which Melbourne Storm wishes to associate, or any conflicting sponsors to the Promotion; and/or • violates any laws, codes, policies or regulations.
--	--

By submitting a valid Entry, the Entrant acknowledges and agrees to be bound by the Conditions of Entry.

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry.
2. The winners agree to comply with these Conditions of Entry, and any amended or varied terms for the Promotion available at www.melbournestorm.com.au.
3. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to any pandemic or epidemic or any technical or delivery difficulties, damage to prizes, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion or the provision of any prizes.
4. To the extent permitted by law, no compensation will be payable if, for any reason, a winner is unable to use a prize as stated.
5. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically submit an Entry for the Promotion repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
6. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.

Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

7. The Promoter does not accept any responsibility for late, lost or misdirected entries for this Promotion.
8. The Promoter reserves the right, at any time, to verify the validity of Entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an Entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. If a winning Entry is deemed not to comply with the Conditions of Entry of this Promotion, the Entry will be discarded and a new winner of the relevant prize will be determined by drawing a further valid Entry.
10. The Promoter's decision is final and no correspondence will be entered into.
11. If for any reason any winner does not take/redeem a prize by the time stipulated by the Promoter, the prize will be forfeited.
12. Subject to any written directions from a relevant regulatory authority, the Promoter may in its discretion conduct such further draws at the same place as the original draw(s) as are necessary to distribute any prizes unclaimed by the date of the re-draw. The names of winners of any re-draws will be published at www.melbournestorm.com.au in accordance with these Conditions of Entry.
13. Spending money, meals and all other ancillary costs incurred as a result of or in relation to taking, redeeming, purchasing or using a prize (including, without limitation, transport to and from any event, entry into that event, accommodation costs, the costs of flights and/or airport taxes and transfers, where applicable) are not included as part of the Promotion or any prizes or rewards and remain the entire responsibility of the winning Entrants.
14. No element of any prize is exchangeable. Prizes cannot be taken as cash.
15. If a prize becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter will endeavour to provide a substitute prize of equivalent value and/or specification, subject to the written directions of any regulatory authority.
16. Upon entering any venue in connection with the prize, including any location of any match or activity in respect of which tickets for entry formed a component of the prize provided for a winning Entrant of this Promotion, the Entrant provides this release to the Promoter, event organisers and suppliers, any Promotion Partner and their respective directors, officer, employees and agents (together, "other Organisers"):

To the maximum extent permitted by law, the Promoter and other Organisers are not liable to me or to any other person with me for (regardless of how or when the liability

Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty, or any other liability or claim recognised at law):

- (a) my death, injury to me, or the death of or injury to anybody else with me;*
- (b) damage to, destruction of, theft of, or unauthorised delivery up of, any of my property or equipment, whether authorised or not; or*
- (c) damage to, destruction of, theft of, or delivery up of any of my clothing or other personal items, including any prize won as part of a promotion by the Promoter,*

and in respect of all of the subject matter in each of (a), (b), and (c) above, I release the Promoter and the other Organisers from any liability or claim which I do or might, or which anybody with me does or might have, or in the future might have or would have against the Promoter or the other Organisers.

17. The Promoter does not make any warranty that the Promotion, or any services connected with the Promotion will be provided with due care and skill or that any materials or equipment provided in connection with the services (including any prize) will be fit for the purposes for which they are supplied. Entrants acknowledge that, to the extent that any warranty is implied by law, it is excluded to the full extent permitted by law.
18. The Promoter acknowledges that each indemnity and exclusion of liability in these Conditions of Entry is subject to any law which forbids that indemnity or exclusion of liability including the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010* (Cth)) and the *Fair Trading Act* (or similar legislation) of each State or Territory of Australia. The Promoter acknowledges that each indemnity and liability in these Conditions of Entry is amended to the extent that any right under the Australian Consumer Law and the *Fair Trading Act* (or similar legislation) of each State or Territory of Australia cannot be excluded.
19. Under the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010* (Cth)), several guarantees are implied into contracts for the supply of certain goods and services. The Entrant agrees that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of the Promoter, the Promotional Partner (if any) and the other Organisers for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:
 - (a) death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
 - (b) contraction, aggravation or acceleration of a disease of an individual; or

Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

- (c) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by the reckless conduct of the Promoter.

20. Each release or exclusion of liability in these Conditions of Entry is for the benefit of the Promoter, the Promotional Partner (if any) and each of the other Organisers and held on trust by the Promoter for each of the Promotional Partner (if any) and other Organisers so that each of them may enforce those provisions against the Entrant. The Entrant also acknowledges that the Promoter may enforce each release and exclusion of liability in these Conditions of Entry against the Entrant on behalf of any of the Promotional Partner (if any) and other Organisers on the basis that the Promoter is their agent or trustee.
21. The Promoter will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The Promoter collects entrants' personal information in order to conduct the Promotion and entry into the Promotion is conditional on the provision of this information by an Entrant and the Promoter may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, ticket agencies, the Promotional Partner and other prize suppliers and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By entering the Promotion, unless otherwise advised, each Entrant also agrees that the Promoter and any third parties authorised by the Promoter, including the Promotional Partner, may use this personal information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Entrant, including sending the Entrant electronic messages, and telephoning the Entrant, unless, in each case the Entrant withdraws their consent to the use of their information in this manner. The Promoter's collection and use of personal information will be in accordance with the Privacy Act 1988 (Cth) and the Promoter's privacy policy which can be viewed at www.melbournestorm.com.au. The Promotional Partner's collection and use of personal information will be in accordance with the Privacy Act 1988 (Cth) and the Promotional Partner's privacy policy, which can be viewed at <https://www.lotusliving.com.au/privacy-policy>
23. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access,



Melbourne Storm /Lotus Living Play & Stay Competition (May 2023) - Conditions of Entry

update, opt-out or correct any personal information should be directed to the Promoter by contacting the Promoter at PO Box 155, Richmond Vic 3121. All entries become the property of the Promoter.

24. Entrants consent to the Promoter and Promotional Partner (if any) using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or Promotional Partner (if any).
25. If the Promotion is promoted on social media, then the promotion is in no way sponsored, endorsed or administered by, or associated with that social media channel, including Instagram or Facebook. Entrants are providing information to the Promoter and not to the social channel, including Instagram or Facebook.