

BERKELEY HOTEL

TERMS & CONDITIONS

GENERAL

These Terms and Conditions ("T&Cs") apply to all events, promotions, and competitions ("Activity/Activities") conducted by Berkeley Hotel ("the Venue"). Participation in any Activity constitutes acceptance of these T&Cs. For any specific events, promotions and competitions, please refer to their individual detailed T&Cs.

Eligibility

- 1.1. Activities will be open to Australian residents aged 18 years or over.
- 1.2. Employees, management, directors, and staff members of the Venue and associated entities, as well as their immediate families, are not eligible to participate.
- 1.3. "Immediate families" include spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

WHERE AND WHEN THE COMPETITION WILL RUN

Relevant State

The activity will run in NSW only.

Competition Period

Refer to activity specific T&Cs for full details

Venue

The activity will run in the following liquor licensed:
Hotel: Berkeley Hotel, 7 Devon Street, Berkeley NSW, 2506

ENTRY PROCESS

Entry

- 2.1. Entry requirements will be specified for each Activity, including but not limited to:
 - Purchase-based entries (e.g., purchase of a meal or drink)
 - Online form submissions
 - In person registrations at the Venue
- 2.2. Participants must submit accurate and complete details as required. Incomplete, invalid, or fraudulent entries will be disqualified.

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ENTRIES PERMITTED

Number of entries There is no limit to the number of entries unless otherwise stated.

WINNER DETERMINATION

Winner Selection

3.1. Winners will be selected at random or by another method specified for the Activity.

3.2. The Venue will announce winners at the specified time and location and notify them via email/phone if they are not present. In some instances where venue presence is mandatory and the winner fails to be present during the draw, a re-draw will take place.

3.3. If a winner does not claim their prize within the specified timeframe, an alternative winner may be selected at the Venue's discretion.

PRIZE TO BE WON

Prize Details

4.1. Prizes are as specified for each Activity and must be accepted as awarded.

4.2. The Venue is not responsible for variations in prize value or availability.

4.3. Prizes are non-transferable, non-exchangeable, and cannot be redeemed for cash unless otherwise stated.

4.4. The Venue is not responsible for any lost, stolen, or damaged prizes once they have been awarded.

PERSONAL INFORMATION & PRIVACY

Privacy

5.1. By participating in any Activity, entrants consent to the collection, use, and storage of their personal information for the purpose of administering the Activity and future marketing by the Venue.

5.2. The Venue complies with Australian privacy laws and will not share personal information with third parties without consent, except where required by law.

5.3. Entrants may opt out of receiving marketing communications at any time.

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1 These Conditions integrate, and must be read together, with the Schedule (**Eligibility**). Instructions on how to enter and information regarding prizes forms part of these Conditions of Entry. Entry into any competition/promotion/event constitutes acceptance of these Conditions of Entry.

2 The Promoter's decisions regarding all aspects of the activities are final and no correspondence will be entered into.

3 **The Promoter encourages consumers to enjoy alcohol responsibly.** Legally aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Guidelines to Reduce Health Risks from Drinking Alcohol. Entry and participation in any activity is subject to each Venue's liquor serving policy.

4 Conduct & Disqualification

4.1. The Venue reserves the right to disqualify any participant who: - Submits fraudulent or misleading information. - Engages in disruptive, unlawful, or inappropriate behaviour. - Tampers with or manipulates the entry process or winner selection.

4.2. The Venue's decision regarding disqualification is final and binding.

5 The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has:

- i) submitted an entry which is not in accordance with these Conditions of Entry;
- ii) breached any of these Conditions of Entry;
- iii) tampered with or benefited from tampering with the entry/draw process or the operation of the activity;
- iv) engaged in any unlawful, fraudulent, deceptive or other improper misconduct intended to jeopardise the fairness and proper conduct of the activity and/or damage the goodwill or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with any activity; or
- v) acted in a disruptive manner with the intent to annoy, abuse, threaten or harass any other person.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter reserves its legal rights to recover damages or other compensation from such an offender.

6 Liability & Indemnity

5.1. The Venue is not responsible for any injury, loss, or damage incurred in connection with participation in an Activity or acceptance of a prize.

5.2. The Venue is not liable for any issues beyond its reasonable control, including but not limited to technical malfunctions, unauthorised access, or force majeure events.

7 Changes & Termination

6.1. The Venue reserves the right to modify, suspend, or cancel any Activity without prior notice if circumstances beyond its control impact the fair operation of the Activity.

6.2. Any modifications or cancellations will be communicated via the Venue's official channels.

8 Publicity & Marketing

7.1. By participating in an Activity, entrants agree to allow the Venue to use their name, image, and likeness for promotional purposes without compensation.

7.2. Winners may be required to participate in promotional activities, including photography and media interviews.

9 Governing Law

8.1. These T&Cs are governed by the laws of the state in which the Venue operates.

8.2. Any disputes will be subject to the exclusive jurisdiction of the courts of that state.

Verification

- 10 The Promoter (or its nominated agent) reserves the right, at any time during or after the Activity Period, to request entrants to produce suitable photo identification or other documentation (to the Promoter's satisfaction in its sole discretion) to verify the validity of their entry/ies and to verify an entrant (including an entrant's identity, age, place of residence, place of employment, eligibility to enter and eligibility to claim a prize). If the requested documentation is not provided in the timeframe required or an entrant has not been validated or verified to the Promoter's satisfaction, then the entrant's entry (and at the Promoter's discretion all of the entrants' entries) will be deemed invalid.

Liability

- 11 The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 12 Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and its associated agencies and companies exclude all liability for any loss, expense, damage, personal injury, illness or death (whether or not arising from any person's negligence) that may occur from participating in the activity or as a result of accepting or using any prize.
- 13 These Conditions of Entry do not exclude, restrict or modify any statutory consumer rights under the Australian Consumer Law and any similar laws. However, to the extent permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and
- 14 Suitability of a prize awarded as part of the activity and will not be responsible for breach of any such implied terms.

Other

- 15 If any activity is unable to run as planned due to computer virus, network/technical/communications failure, tampering or any cause beyond the Promoter's reasonable control, the Promoter may in its sole discretion cancel, terminate, modify or suspend the activity or invalidate any affected entries, subject to any necessary approval from the gaming authority/ies in the Relevant State/s where permits have been issued.
- 16 The Promoter may run, communicate or advertise the activity using Facebook and/or Instagram. However, the activity is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants provide their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from all liabilities.

