

# Terms & Conditions - Legendary Members Draw

## 1. Promoter

- 1.1. The Legendary Jackpot Draw ("Promotion") is conducted by McGuire Hotels Pty Ltd (ACN 050 416 290) ("Promoter").

## 2. Regulatory Compliance

- 2.1. The Promotion is conducted as a trade promotion in accordance with applicable Queensland legislation and regulatory requirements.
- 2.2. Participation in the Promotion constitutes acceptance of these Terms and Conditions.
- 2.3. The Promotion will be conducted in accordance with all applicable laws and regulations.

## 3. Promotion Period

- 3.1. The Promotion will commence on the **23<sup>rd</sup> of April 2026 at 10:00am.**
- 3.2. The Promoter reserves the right to determine the period of the Promotion and / or Draw Period, subject to applicable regulatory requirements and prior notice to participants.
- 3.3. "Draw Period" means the period commencing immediately after the conclusion of a weekly Major Jackpot Draw and ending at 7:00pm on the day of the next scheduled draw, unless otherwise clearly communicated in advance by the Promoter.
- 3.4. Unless otherwise specified, entries for each weekly draw close thirty (30) minutes prior to the time specified for the relevant draw as per the Draw Schedule on the day of the draw.

## 4. Eligibility

- 4.1. Entry is open only to persons who:
  - 4.1.1. are **18 years or older**
  - 4.1.2. are **members of the Venue's Liquor Legends loyalty program**
  - 4.1.3. are **legally permitted to enter the Venue**
- 4.2. The following persons are **not eligible to participate**:
  - 4.2.1. employees of the Promoter or Venue
  - 4.2.2. contractors involved in administering the Promotion
  - 4.2.3. family members of those persons
  - 4.2.4. persons excluded from the Venue, including banned or self-excluded patrons
  - 4.2.5. employees of related entities or associated companies of the Promoter
- 4.3. The Promoter reserves the right to verify eligibility at any time.

## 5. Membership Requirement

- 5.1. Participants must be registered members of the Venue's Liquor Legends loyalty program.
- 5.2. Members must present or scan their membership card at the time of purchase to receive entries.
- 5.3. Entries cannot be retrospectively added to transactions where the membership card was not scanned at the time of purchase.

## 6. Entry Mechanics

- 6.1. Members will receive one (1) entry for every \$5 spent on eligible purchases up to a maximum daily spend of \$3,500 per member.
- 6.2. Eligible purchases include Liquor, Beverages, Food and Merchandise available for purchase from the Venue or through its Liquor Legends retail outlets. Eligible purchases exclude gaming machine play, tobacco products, gift cards, vouchers, refunded transactions, and any other items prohibited by law or determined by the Promoter and notified to members from time to time.
- 6.3. All entries will be automatically recorded within the loyalty system.
- 6.4. Entries may be eligible for different draws depending on the conditions specified in these Terms and Conditions.
- 6.5. The number of entries received will vary and will affect each participant's odds of winning.

## 7. Draw Schedule

- 7.1. The first draw will occur on the **29<sup>th</sup> of April 2026**, and subsequent Draws will occur weekly from that date on Wednesdays, unless otherwise advised by the Promoter.
- 7.2. Weekly Draws will occur as follows:
  - 7.2.1. **Minor Draw:** 6:30pm
  - 7.2.2. **Major Jackpot Draw:** 7:30pm
  - 7.2.3. All times are **local venue time**.

## 8. Minor Prize

- 8.1. A **\$250 Minor Prize** will be drawn each draw night.
- 8.2. **Only entries earned on the day of the draw between 3:00pm and 6:25pm** will be eligible for the Minor Prize draw.
- 8.3. Eligible purchases for the Minor Prize are limited to Liquor, Beverages and Food purchases within the Venue only and exclude all retail purchases, including Liquor Legends retail outlets.
- 8.4. Participants must also be **present in the Venue at the time of the Minor Draw** to claim the prize see section 10.1 to 10.3.
- 8.5. The Minor Prize must be claimed on the night of the draw.
- 8.6. If the winner does not present within the Claim Period specified in section 10.2, a redraw will occur.
- 8.7. A maximum of **five (5) redraws** may occur for the Minor Prize unless otherwise determined by the Promoter.

## 9. Major Jackpot Prize

- 9.1. The starting jackpot prize is **\$5,000**.
- 9.2. If the jackpot is not claimed:
  - 9.2.1. the prize rolls over to the following week
  - 9.2.2. the jackpot increases by **\$1,000**
- 9.3. The maximum jackpot ceiling is **\$10,000**.
- 9.4. Once the jackpot reaches **\$10,000**, it will no longer increase, and weekly draws will continue until the prize is claimed.
- 9.5. Once the jackpot reaches \$10,000, no redraws will occur and the jackpot will remain at \$10,000 and continue to be drawn weekly until claimed.
- 9.6. Entries for the Major Jackpot Draw include all valid entries accumulated during the applicable Draw Period up to 7:00pm on the day of the draw. Any entries earned after this time will be allocated to the following Draw Period.

## 10. Must Be Present to Win

- 10.1. The Promotion operates on a **“must be present to win”** basis.
- 10.2. Winners must present themselves within **five (5) minutes** of their name being announced. (“Claim Period”)
- 10.3. Winners must present Identity Verification in accordance with section **14**.
- 10.4. Failure to present within the Claim Period will result in:
  - 10.4.1. Minor Prize: a redraw occurring.
  - 10.4.2. Major Prize: the jackpot rolling over to the following draw.
- 10.5. Unless otherwise determined by the Promoter, a participant may win more than one prize, including both Minor and Major prizes, provided all eligibility requirements are met.

## 11. Definition of “Present”

- 11.1. For the purposes of this Promotion, a participant is considered **“present”** only if they are physically within the **licensed premises of the Venue** at the time their name is announced.
- 11.2. Being present in surrounding areas such as:

- 11.2.1. car parks
  - 11.2.2. adjacent retail areas
  - 11.2.3. nearby venues
- does **not constitute being present** for the purposes of claiming a prize.

## 12. Winner Announcement

- 12.1. Winner's name will be announced clearly via the Venue's public address system and/or displayed on in-venue screens to ensure reasonable opportunity for the winner to respond.
- 12.2. The Promoter will use reasonable efforts to notify winner promptly following the draw.
- 12.3. Where required by applicable legislation, winner details (including surname, initial and/or membership number) may be published.
- 12.4. By accepting a prize, winners consent to the use of their name and/or image for promotional purposes, unless otherwise prohibited by law.

## 13. Member Card Misuse

- 13.1. Members must not allow their membership card or app to be used by another person for the purposes of accumulating entries.
- 13.2. Entries generated using another person's membership card or app may be declared invalid.
- 13.3. The Promoter reserves the right to cancel entries where membership card or app misuse is suspected.

## 14. Identity Verification

- 14.1. Winners must present **valid government-issued photographic identification** to verify their identity.
- 14.2. If the winner cannot provide acceptable identification, the prize will be deemed **unclaimed** and the redraw or jackpot rollover rules will apply.

## 15. Prize Payment

- 15.1. Minor prizes will be paid **in cash**.
- 15.2. Major jackpot prizes will be paid in accordance with the Venue's **jackpot payout policy**, including by one or more of the following methods:
  - 15.2.1. maximum \$1,000 cash
  - 15.2.2. electronic funds transfer
  - 15.2.3. cheque
  - 15.2.4. another approved payment method
- 15.3. Where electronic payment is used, the prize may be paid within **seven (7) business days**.
- 15.4. Payment of any prize is subject to **identity verification and compliance with these Terms and Conditions**.
- 15.5. The winner agrees to complete any **venue-specific jackpot payout form** or other documentation reasonably required by the Promoter.

## 16. Marketing Communications

- 16.1. The Promotion may be advertised via:
  - 16.1.1. SMS
  - 16.1.2. email
  - 16.1.3. mobile application notifications
  - 16.1.4. digital screens
  - 16.1.5. social media
  - 16.1.6. in-venue advertising
- 16.2. **Participation in the Promotion does not require a member to opt in to receive marketing communications.**

## 17. Privacy

- 17.1. Personal information collected from entrants will be used to administer the Promotion and verify winners.

17.2. Personal information will be handled in accordance with the **Privacy Act 1988 (Cth)** and the Promoter's privacy policy.

17.3. Personal information may be disclosed where required by law or to regulatory authorities.

## 18. Anti-Collusion / Syndicate Rule

18.1. Participants must not engage in:

18.1.1. collusion

18.1.2. syndicate activity

18.1.3. manipulation of entries

18.2. The Promoter may investigate suspicious activity and disqualify participants where misconduct is suspected.

## 19. Technical Failure

19.1. The Promoter is not responsible for entries not recorded due to:

19.1.1. loyalty program system failures

19.1.2. POS system outages

19.1.3. network interruptions

19.1.4. data synchronisation errors

19.1.5. Other causes beyond the Promoter's control

19.2. The Promoter may suspend, cancel or amend the Promotion where technical failures materially impact the draw and will take reasonable steps to minimise the impact on participants.

19.3. The Promoter's electronic systems and records, including loyalty system data and point-of-sale transaction records, are final and binding in determining the validity of entries, timing of transactions and eligibility for draws, except in the case of manifest error.

## 20. Force Majeure

20.1. The Promoter will not be liable where the Promotion cannot be conducted due to events beyond its reasonable control including:

20.1.1. natural disasters

20.1.2. government restrictions

20.1.3. power outages

20.1.4. venue closures

20.2. The Promoter may suspend, cancel or amend the Promotion in such circumstances.

## 21. Responsible Service

21.1. Participation in the Promotion must comply with venue policies and responsible service of alcohol obligations.

21.2. The Promoter may refuse participation where a patron is intoxicated, disorderly or behaving inappropriately.

## 22. Independent Draw Verification

22.1. The Minor Draw will be conducted by physical barrel draw, with eligible entry docketts drawn by hand. The Major Jackpot Draw will be conducted using a **computerized random electronic draw system** operated by or on behalf of the Promoter.

22.2. Both draw methods are designed to ensure that **each valid entry has an equal and independent chance of selection.**

22.3. For the Minor Draw, all eligible entry docketts will be placed into a barrel and a winner drawn by hand. For the Major Jackpot Draw, all entries will be included in the draw database at the time of the draw, and winners will be selected through a **random automated process.**

22.4. The draw system and process will be conducted in accordance with all applicable regulatory requirements.

## 23. Record Keeping & Regulatory Audit

- 23.1. The Promoter will maintain records including:
  - 23.1.1. entry records
  - 23.1.2. draw results
  - 23.1.3. prize payments
- 23.2. Records will be retained in accordance with applicable regulatory requirements.
- 23.3. Records may be provided to relevant government regulators upon request.

## 24. Dispute Resolution

- 24.1. Any disputes regarding the Promotion will first be reviewed by the Promoter.
- 24.2. The Promoter's decision will be final, subject to applicable laws.
- 24.3. Where required, disputes may be referred to the relevant State or Territory regulatory authority.
- 24.4. In resolving disputes, the Promoter may rely on, without limitation electronic records, loyalty system data, CCTV footage, and staff reports.

## 25. Promoter Rights

- 25.1. All decisions of the Promoter in relation to the Promotion are **final and binding**, subject to applicable laws.
- 25.2. The Promoter reserves the right to verify the validity of entries and participants and to disqualify any individual who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions, or engages in conduct that is fraudulent, misleading, deceptive or otherwise contrary to the spirit of the Promotion.
- 25.3. The Promoter reserves the right, to the extent permitted by law, to modify, suspend, terminate or cancel the Promotion where necessary due to circumstances beyond its reasonable control, including but not limited to technical failures, unauthorised intervention, or regulatory requirements.