

Terms and Conditions of Entry for the Lucky App (Promotion)

1. These terms and condition of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Hotel & Club Services Pty Ltd (ABN 86 067 065 338) of 540 Port Road, Allenby Gardens SA 5009 on behalf of EDP Hotels (**Promoter**).

3. The outlets participating in the Promotion (**Participating Outlet**) are:

The Little Pub	17 Hindley St	Adelaide
Pulteney Pokies	471 Pulteney St	Adelaide
Tavern 540	540 Port Rd	Allenby Gardens
V	Old Port Wakefield Road	Virginia
Portland Hotel	286 Commercial Rd	Port Adelaide
Carlisle Tavern	39 Carlisle St	Ethelton
Wee Willies	565 Military Rd	Largs North
Tassie Tavern	12 Commercial Road	Port Augusta
Bayview Hotel	Cnr Forsyth & Farrell St	Whyalla
Grays Inn	63 Gawler St	Mt Barker
Bridgeport Hotel	2 Bridge St	Murray Bridge
Regency Tavern	Days Rd	Regency Park
Sporties Tavern	150 Warnertown Rd	Solomontown
Central Hotel	30 Alexander St	Port Pirie
Sky Tavern	4 Tassie St	Port Augusta
Spencer Hotel	1 Forsyth St	Whyalla

4. The Promotion will be open from 9am (ADST) on 15/09/2018
5. Entry in the Promotion is only open to South Australian residents:
 - (a) aged 18 years and over; and
excluding:
 - (b) management, employees, directors and contractors of the Promoter, its related bodies corporate, the Participating and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
 - (c) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(c) of these Terms;
 - (d) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
 - (e) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(Eligible Entrants). The persons referred to in paragraph 5(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

HOW TO ENTER

6. To enter and be eligible to win you need to download the EDP Hotels app and be an EDP Hotels member

DRAW AND PRIZES

7. There will be random draws that will select EDP Hotels app members and will reward them with either points or discounts at an EDP hotel.

GENERAL

8. The EDP Hotels app member will be contacted via email or a push message via the EDP Hotels App. It is the members responsibility to ensure that their contactable email is entered and they have agreed to receive promotional material from EDP Hotels.
9. The selected EDP Hotel app winners needs to present the email at the EDP venue and within the valid date listed on the email to receive the prize or discount.
10. The prize or discount is only valid once an only to be given to the member listed on the email. If the prize is points they are to only be put on the members account listed on the email.
11. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. EDP hotels supports the responsible service of alcohol.
12. All costs associated or arising in connection with the Prize are the responsibility of the winner. In particular, additional food, etc are not included as part of the Prize and are the responsibility of the Prize winner.
13. Prizes are not transferable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
14. The Promoter shall not be liable for the Prizes being lost, stolen, damaged or tampered with in any way before it reaches the winner.
15. The Promoter accepts no responsibility for any variation in the value of the Prize.
16. If, for any reason, the Promotion is not capable of being run as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State regulations, including cancelling, terminating, modifying or suspending the Promotion.
17. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or Draw in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
18. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
20. The Promoter collects (and the Participating Outlets collects on the Promoter's behalf) personal information about entrants to include entrants in the Promotion and where appropriate award

the Prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each entrant consents to the Participating Outlets disclosing their personal information to the Promoter and the Promoter and the Participating Outlets using, and disclosing their personal information to the Promoter's related entities, the Promoter's or the Participating Outlets' agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes) for use for, the following purposes:

- (a) contacting the entrant in relation to the Promotion;
- (b) improving the Promoter's, the Promoter's related entities' or the Participating Outlets' goods and services; and
- (c) in the Promoter's and its agencies case, the purposes set out in the Promoter's privacy policy (available by writing to the Promoter at the address set out in paragraph 2 of these Terms).

The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. Eligible Entrants can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter at the address set out in paragraph 2 of these Terms. Eligible Entrants can also gain access to, update or correct any personal information held by the Participating Outlets by contacting the Participating Outlets. All personal information will be stored at the office of the Promoter and/or the Participating Outlets as the case may be. Cardholders must have a contact method listed on their card for competition purposes and have all contact details up to date and correct.

21. The:

- (a) Promoter, the Promoter's related entities, the Participating Outlets, and all agencies associated with the Promotion; and
- (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 21(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

22. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.