

<u>GENERAL POKER TOURNAMENT TERMS & CONDITIONS</u> (INCLUDING SATELLITE TOURNAMENTS)

1. Tournament Details

1.1. All Tournaments (or Satellites) must be conducted in accordance with the following formula:

(Buy-in X Total Number of Entrants) + Max. Re-buys + Max. Add-ons ≤ \$750,000)

1.2. Entry Fee:	From \$0 to \$500 (inclusive of GST)
1.3. Buy-in:	From \$0 to no more than \$250,000
1.4. Re-buys and/or Add-ons:	From \$0 to no more than \$50,000
1.5. Number of Entrants:	A minimum of 2 and a maximum of 1500

- 1.6. Location: Crown Entertainment Complex, within the defined Casino premises.
- 1.7. The scheduled commencement time for the Tournament (or Satellite) is approximate and the Tournament Director reserves the right to alter the start time due to unforeseen or extenuating circumstances.
 - 1.7.1. All entrants will be given reasonable notice in the event that the commencement time is altered at the discretion of the Tournament Director.
- 1.8. The on-site inspectorate of the Victorian Gambling and Casino Control Commission (**VGCCC**) will be notified of any change to the Tournament (or Satellite) details listed above prior to the commencement of the Tournament (or Satellite).



2. Conditions of Entry

- 2.1. Tournaments (or Satellites) are not open to entrants or other persons excluded from the casino pursuant to the provisions of the Casino Control Act 1991 (Vic) or who are otherwise prohibited from entering the Crown Entertainment Complex for any reason, including persons who become prohibited before or after the winners are determined (up to the time of receipt of a prize by a prize winner).
- 2.2. Applications for entry into a Tournament (or Satellite) may be made as follows:
 - 2.2.1. Prior to the commencement of a Tournament (or Satellite) by:
 - (a) Completing an on-line application on Crown's website (if available); or
 - (b) Completing the Official Entry Form and then forwarding it to the Tournament Director.
 - 2.2.2. Presenting in person at the Tournament (or Satellite) location.
- 2.3. The Tournament Director may, prior to the commencement of a particular Tournament (or Satellite), specify eligibility criteria which entrants must satisfy in order to qualify for entry into that Tournament (or Satellite).
- 2.4. The Management of Crown Melbourne Limited ('Crown') reserves the right to refuse any application for entry into any Tournament (or Satellite) and the participation of any nominated substitute in any Tournament (or Satellite).
- 2.5. Entries for a particular Tournament (or Satellite) will close thirty minutes prior to the scheduled commencement time unless sold out earlier. Entries may be accepted after this time at the discretion of the Tournament Director.



- 2.6. The buy-in and entry fee, if any, will be refunded in the event that a Tournament (or Satellite) does not proceed or where, prior to the commencement of a particular Tournament (or Satellite), it is determined in accordance with clause 2.1 that an entrant is ineligible to enter that Tournament (or Satellite).
- 2.7. If an entrant withdraws from a Tournament (or Satellite) prior to the scheduled Tournament (or Satellite) date, the buy-in only is refundable or the entry may be transferred to another person in accordance with clause
- 2.8. Entrant withdrawal does not apply to an entry won in a Satellite Tournament (or Satellite).
- 2.9. The buy-in and entry fee, if any, will not be refunded to an entrant who is disqualified from a particular Tournament (or Satellite) and that entrant's Tournament Chips will be taken out of play.
- 2.10. At the discretion of the Tournament Director, an entrant in a particular Tournament (or Satellite) may nominate a substitute, provided the person nominated as the substitute has not already entered that Tournament (or Satellite).
 - 2.10.1. Where a substitute is nominated, entry into a Tournament (or Satellite) will be transferred to the substitute and the substitute will act on behalf of the entrant, commencing or continuing play in the entrant's stead and using any applicable bank of Tournament Chips allocated to or accumulated by the entrant.
- 2.11. At the discretion of the Tournament Director and subject to additional chip banks being available, for a predetermined period after the Tournament (or Satellite) starts, some Tournaments (or Satellites) may allow entrants to reenter after they have been eliminated. The conditions for re-entry will be announced prior to the commencement of that Tournament (or Satellite).
- 2.12. At the close of the registration period of a Satellite, all entrants will have the option to forfeit their bank of Tournament Chips so as to allow them the ability to re-enter that specific Satellite. If an entrant does elect to forfeit their bank



of Tournament Chips, the Tournament Director must be informed prior to that entrant re-entering the Satellite, and their remaining Tournament Chips will be removed from play.

- 2.13. The number of entrants in a Tournament (or Satellite) may also include 'alternates'. Alternates are entrants permitted to enter a Tournament (or Satellite) with a full starting bank of chips, for a predetermined period after the Tournament (or Satellite) starts, as other entrants are eliminated or where an additional table is added subsequent to the Tournament (or Satellite) commencement.
- 2.14. Entrants' personal information collected during a Tournament (or Satellite) will be handled in accordance with Crown's Privacy Policy (available on request or on Crown's web site) unless otherwise provided for in these Terms and Conditions.
- 2.15. Crown reserves the right and license to use selected entrants' names, suburbs, photographs, images and likenesses for the purpose of promoting and advertising Crown and the Crown Entertainment Complex.
- 2.16. Entrants acknowledge and agree that all Crown Poker Tournament results are recorded on the Crown Poker website.
- 2.17. Where a Tournament (or Satellite) is a charitable or media event, with the prior approval of the Chief Operating Officer or Chief Executive Officer of Crown, certain Crown Employees, Contractors or Associates may be permitted to participate in the tournament. No employee will be eligible to win a prize. In circumstances where an employee is a place-getter in a tournament and would have been entitled to a prize, the next eligible place-getter will stand in that employee's stead.

3. Tournament and Satellite Format

3.1. All Tournaments (or Satellites) will consist of one or more rounds and/or a final, played on one or more tables. Subject to clause 2.5; the number of tables will be determined by the number of entries received for each particular



Tournament (or Satellite).

- 3.1.1. Tables designated for use during the Tournament (or Satellite) will be used exclusively for Tournament play.
- 3.2. Prior to the commencement of a Tournament (or Satellite), the Tournament Director will ensure that the entrants are informed as to how the Tournament (or Satellite) will be conducted, and provide any specific instructions pertaining to the running of that Tournament (or Satellite). Such information may include, but not be limited to:
 - 3.2.1. The game of Poker to be played;
 - 3.2.2. The amount of the starting bank of chips to be allocated to each entrant; and
 - 3.2.3. The Tournament (or Satellite) Structure.
- 3.3. Table and Seat Allocation
 - 3.3.1. The names of all entrants for a particular Tournament (or Satellite) will be drawn by ballot or randomly generated by computer to determine both the entrant's table number and playing position.
 - 3.3.2. The number of entrants allocated to any one table will be at the discretion of the Tournament Director.
 - 3.3.3. On a particular table, position 1 is located to the immediate left of the Dealer with position numbers ascending in a clockwise order.
 - 3.3.4. A draw for the Dealer button will be held at the beginning of each Tournament (or Satellite) except for all Stud games.
 - 3.3.5. Seating assignments may be altered to ensure that entrants who are



connected by family or association play at different tables or are separated on the final table.

3.4. Prior to the commencement of a particular Tournament (or Satellite), entrants may be provided with instruction on how to play the game. This instruction may comprise a demonstration by the Dealer and/or participation in a number of 'practice hands'.

3.5. Wagers

- 3.5.1. All wagers will be made with Tournament Chips. Tournament Chips in the possession of an entrant at the conclusion of a particular Tournament (or Satellite) will remain the property of the Casino Operator.
- 3.5.2. Entrants in a particular Tournament (or Satellite) will each be allocated the same amount of Tournament Chips and will be advised of the actual amount of chips prior to the commencement of the Tournament (or Satellite). A starting bank of chips will be placed on the table in front of each designated playing area.
- 3.5.3. An entrant's chip(s) must remain on the table in full view of all participants, with their higher denomination chip(s) the most prominent, until each session is completed and the winner(s) is determined.
- 3.5.4. A bank of chips will not be supplemented or removed from the table by an entrant during the conduct of Tournament (or Satellite) play, unless in the form of a re-buy or add-on.
- 3.5.5. Where an entrant is re-seated in accordance with clause 4.3, they must transfer their bank of chips so that the chips remain in clear view of the Dealer and/or the Game Supervisor (or above) and the Tournament (or Satellite) entrants. Failure to do so may result in the chips being forfeited.



- 3.6. Re-buys and Add-ons
 - 3.6.1. Where a Tournament (or Satellite) allows re-buys; entrants in that Tournament (or Satellite) may purchase an additional bank of chips for the amount stipulated in the attachment.
 - 3.6.2. Re-buys will only take place for a predetermined period of time during a Tournament (or Satellite).
 - 3.6.3. The length of the re-buy period and the number of re-buys and addons will be determined by the Tournament Director and announced prior to the commencement of that particular Tournament (or Satellite).
 - 3.6.4. Where a Tournament (or Satellite) allows add-ons, all entrants in that particular Tournament (or Satellite) may purchase a n additional bank(s) of chips at the end of the re-buy period for the amount stipulated in the attachment.
 - 3.6.5. If an entrant has exhausted their bank of chips and wishes to re-buy, they must re-buy prior to the commencement of the next round of play or it will be deemed that they have been eliminated from that Tournament (or Satellite).
- 3.7. Time to Act
 - 3.7.1. Entrants may request to 'put the clock' on another entrant. Subject to the request being reasonable, the Tournament Director will call "time" and the entrant in question will have one minute to act. If action has not been taken by the time one minute has elapsed, there will be a 10-second countdown. If an entrant has not acted on their hand by the time the countdown has elapsed, the hand will be dead. All wagers made by that entrant will remain in the pot(s). The Tournament Director may also call "time" on an entrant, if deemed necessary.



- 3.7.2. Tournaments (or Satellites) may be scheduled with a predetermined amount of time to act ranging from 5 seconds to 60 seconds and administered by the Dealer.
- 3.7.3. If the Tournament Director determines that an entrant is deliberately being slow to act on more than one occasion in the same Tournament (or Satellite), that entrant may be given a maximum of 10 seconds to act for all subsequent hands.

3.8. Betting Limits

- 3.8.1. The betting limits together with the timing of increases in blinds and/or antes will be determined by Crown and announced to all entrants prior to the commencement of the Tournament (or Satellite).
- 3.8.2. In Limit games, a single oversize chip will constitute a call if there is no announcement or indication of intent to raise.
- 3.8.3. In No Limit or Pot Ratio games, a single oversize chip without an announcement or indication of intent to raise will:
 - (a) In the first betting round constitute a call;
 - (b) In subsequent betting rounds if it is the first bet of that round it will constitute the size of the oversize chip bet or the maximum bet permitted within the betting limits. If it is not the first bet of the round it will constitute a call.
- 3.8.4. In all games; if an entrant makes a raise of 50% or more of the previous bet or raise without an announcement or indication of intent, they will be required to make the raise up to the minimum raise permitted. In all games, unless going 'all in', if an entrant makes a raise of less than 50% of the previous bet or raise, without an announcement or indication of intent it will be taken as a call.



- 3.8.5. Where an entrant bets unannounced with two chips of the same denomination and one chip is more than 50% but less than the full amount to call, it is only a call. In this instance 3.8.4 does not apply.
- 3.8.6. In all games, if an entrant makes a bet of less than the amount required to call, they will be required to make up the difference or fold and surrender the initial bet, which then forms part of the pot.
- 3.8.7. In No Limit or Pot Ratio games, if an entrant states raise and bets with an oversize chip, the raise will be the maximum amount allowable up to the size of that chip.
- 3.8.8. In Limit games, there will be a limit of three raises, even when two entrants remain in a hand. Once the Tournament (or Satellite) is down to two entrants, there is no limit to the number of raises.
- 3.8.9. In No-Limit or Pot Ratio, when raising, an entrant must either bet the amount of the raise in one 'clean' motion or state the raise amount. By stating the word "raise", an entrant protects his/her right to raise, but the raise must still be completed as per the previous sentence guidelines.
- 3.8.10. Only in Pot Limit and Half Pot games may an entrant request the Dealer to inform them of the pot size.
 - 3.8.11. Verbal declarations in turn are binding. Verbal declarations or action out of turn may also be binding:
 - (a) If an entrant bets, raises or calls out of turn, the bet stands.
 - (b) If an entrant who should have acted prior to the out of turn entrant chooses to bet more than the out of turn bet, the entrant who acted out of turn can either make up the difference to call, or take back their bet and fold, or re- raise.
 - (c) An entrant who checks out of turn forfeits all rights to bet or



raise.

(d) This clause does not apply to entrants who are all-in out of turn for less than the amount required to call.

3.9. General

- 3.9.1. Dealers will deal 'hand for hand', when the number of entrants remaining exceeds, places paid by one and 'round for round', generally when the number of entrants remaining exceeds places paid by two.
- 3.9.2. All cards will be turned face-up once an entrant is all-in and all action is complete.
- 3.9.3. In the event of a split pot, where there is an odd chip, the odd chip will be broken down to the lowest denomination chip in play on the table at that time. The odd chip(s) will go to the high hand. If there are two or more high or low hands of the same value:
 - (a) In flop games, the odd chip(s) will go to the left of the button.
 - (b) In stud games, the odd chip(s) will go to the highest card by suit.
 - (c) In hi/lo split games the pot will be split as evenly as possible.
- 3.9.4 A hand may be ruled retrievable by the Tournament Director.
- 3.9.4. When it is time to 'colour-up' chips (remove the smallest denomination chips on the table), the chips will be 'raced off' with a maximum of one chip going to any one entrant. The chip race always starts in the No 1 Seat. An entrant cannot be raced out of a Tournament (or Satellite). In the event that an entrant loses the 'race off' and has no chips remaining, they will be given one chip of the smallest denomination in play, so that they can continue to play.



- 3.9.5. Subject to clause 3.9.7, an entrant who wants to use a mobile phone must step away from the table. Should an entrant step away from the table during a hand, that hand is dead.
- (a) Entrants who wish to use an iPhone (or similar device) at the table will be required to use that device in 'Airplane Mode', whereby the device is switched on, but is incapable of receiving or making calls or text messages.
 - 3.9.6. Unless being re-seated in accordance with clause 4.3, an entrant must be seated at the table by the time the Dealer has completed the initial deal, or their hand is dead. Forced bets are still payable and if the entrant is not at the table and will be 'all-in', clause 3.9.2 is not applicable.
 - 3.9.7. There will be no foreign chips allowed on the table except for a maximum of one card protector per entrant.
 - 3.9.8. When new betting limits are announced, the limits apply from the next hand. A hand begins when the Dealer either:
 - (a) Presses the button on the shuffling machine to exchange the cards; or
 - (b) Commences the first riffle (where a shuffling machine is not available).
 - 3.9.9. When only two entrants remain in a Tournament (or Satellite), the button will be on the small blind. The button will be adjusted so that no entrant will pay the big blind twice in succession.
 - 3.9.10. In the event that Tournament play extends beyond 02:00 hours, the Tournament Director may elect to suspend the Tournament (or Satellite) and continue it the next gaming day or at a time to be agreed.
 - 3.9.11. The Tournament Director may, for any particular Tournament, determine if there will be any repechage, catch-up or secondary



Rounds/Sessions.

4. Elimination

- 4.1. Entrants in a particular Tournament (or Satellite) will be eliminated from that Tournament (or Satellite) when they have lost their bank of Tournament Chips and no further re-buys or add-ons are allowed.
 - 4.2. As entrants are eliminated from the Tournament (or Satellite) the number of tables may be reduced at the discretion of the Tournament Director.
 - 4.3. To maintain balanced tables throughout the duration of the Tournament (or Satellite), entrants may be re-seated at the discretion of the Tournament Director. Unless deemed otherwise by the Tournament Director, the following procedure will be applied:
 - 4.3.1. A difference of two entrants between Tournament (or Satellite) tables is acceptable. During the final stages of a particular Tournament (or Satellite) a difference of two entrants will be balanced as soon as is practicable.
 - 4.3.2. On any table which is three or more entrants short, creating a difference of three, play will be suspended until that table has been balanced.
 - 4.3.3. For all games except Stud, tables will be balanced by moving an entrant in the corresponding seat in relation to the second blind from the table to be reduced, to the table that requires balancing.
 - 4.3.4. In Stud games, entrants will be high carded on the table to be reduced and the entrant(s) with the highest card will move to the lowest empty seat number on the Table requiring balancing.
 - 4.3.5. Entrants must promptly move to the table as requested or risk incurring a penalty as described in 7.2.



- 4.3.6. Where an entrant is re-seated, they will assume all rights and responsibilities of their new position. An entrant moving to a new table is eligible to be dealt a hand in any position, except if they are seated in between the button and the small blind.
- 4.4. In the event of more than one entrant being eliminated from a Tournament during the same hand on the same table, places will be allocated relative to the size of the eliminated entrants' respective Tournament chip banks prior to the commencement of that particular hand.
- 4.5. In the event of two entrants being eliminated from two separate tables on a corresponding hand, those entrants will be equal in placing regardless of their Tournament chip bank at the commencement of that particular hand.
- 4.6. Once an entrant has lost their bank of chips and exhausted all opportunities to rebuy or add-on (as applicable) and is subsequently eliminated from a Tournament (or Satellite), they will not be permitted to re-enter that particular Tournament (or Satellite).

5. Tournament (or Satellite) Winners

5.1. The winner(s) for a Tournament (or Satellite) will be the last entrant(s) remaining in that particular Tournament (or Satellite) after all other entrants have been eliminated.

6. Prize Pool

- 6.1. The Casino Operator may add value to a prize pool in the form of cash, goods or services.
- 6.2. A Tournament prize pool will consist of all buy-ins together with any re- buys and add-ons.
 - 6.2.1. Cash Tournament Prize Pool



Entrants in a particular Tournament will be advised of the actual prize pool break up prior to the commencement of the Tournament. As a guide, the following placegetters will be paid, dependent on total entries.

Number of		
Entrants	Number of Places Paid	Approximate % Distribution
2 to 9	first place only paid	1 st = 100%
10 to 19	top 3 places paid	$1^{st} = 50\%, 2^{nd} = 30\%, 3^{rd} = 20\%$
20 to 49	top 5 places paid	$1^{st} = 35\%, 2^{nd} = 25\%, 3^{rd} = 20\%,$ $4^{th} = 12.5\%, 5^{th} = 7.5\%$
50 to 124	final table paid	$1^{st} = 25\%, 2^{nd} = 18\%, 3^{rd} = 14\%,$ $4^{th} = 10\%, 5^{th} = 8\%, 6^{th} = 7\%,$ $7^{th} = 6\%, 8^{th} = 5\%, 9^{th} = 4\%, 10^{th}$ = 3%
125 to 224	final two tables paid	$1^{st} = 20\%, 2^{nd} = 16\%, 3^{rd} = 12\%,$ $4^{th} = 9.5\%, 5^{th} = 8\%, 6^{th} = 6.5\%,$ $7^{th} = 5.5\%, 8^{th} = 4.5\%, 9^{th} = 3.5\%,$ $10^{th} = 2.5\%, 11^{th} - 20^{th} = 1.2\%$
225 or more	approximately top 10% of entrants paid	E.g. $1^{st} = 20\%$, $2^{nd} = 14\%$, $3^{rd} = 12\%$, $4^{th} = 9\%$, $5^{th} = 7\%$, $6^{th} = 6\%$, $7^{th} = 5\%$, $8^{th} = 4\%$, $9^{th} = 3\%$, $10^{th} = 2\%$, $11^{th} - 20^{th} = 1\%$, $21^{st} - 30^{th} = 0.8\%$

6.2.2. Satellite Prize Pool

Satellites may be scheduled for a variety of reasons including, but not limited to - entry into Tournaments during the Australian, Victorian and Melbourne Poker Championships, Tournament entries or travel packages to other casinos, trips overseas etc. Satellite Details will always be in accordance with section 1 of these Terms and Conditions and any Satellite prize will be detailed on the Satellite Structure Sheet available to all entrants prior to the commencement of the Satellite.



6.3. The Casino Operator may offer variations of the prize pool such as 'winner takes all' Tournaments (or Satellites). Where this is the case, it will be communicated prior to the commencement of the Tournament (or Satellite).

7. Conduct of Play

- 7.1. The Tournament Director may penalize any entrant who fails to comply with these Terms and Conditions or whose behaviour is assessed as being detrimental to the integrity or the proper conduct of the Tournament (or Satellite), including but not limited to the following examples:
 - 7.1.1. Abuse of casino employees, either verbally or physically;
 - 7.1.2. Abuse of other entrants, either verbally or physically;
 - 7.1.3. An entrant showing their card(s) or verbally advising the content of their hand to another entrant(s) when that the betting round is not complete;
 - 7.1.4. Exposing hole card(s) with action pending;
 - 7.1.5. Causing card(s) to go off the table;
 - 7.1.6. Advising another entrant how to play a hand;
 - 7.1.7. Soft-play occurs;
 - 7.1.8. Deliberately miscalling a hand;
 - 7.1.9. Sitting in the wrong seat; (see clause 3.3)
 - 7.1.10. Collusion;
 - 7.1.11. Intentionally avoiding payment of a blind when moving from a broken table.



- 7.1.12. Discussion of the particular hand in play prior to action being complete by any entrant on the table whether in the hand or not;
- 7.1.13. One entrant to a hand rule no seeking advice from other competitors or bystanders;
- 7.1.14. Acting out of turn;
- 7.1.15. Concealing hole cards from another entrant(s); and
- 7.1.16. Concealing chips from another entrant(s);
- 7.1.17. Being, or assessed by Crown as being intoxicated;
- 7.1.18. During a Tournament (or Satellite), displaying a sponsor's logo that has not been previously advised in accordance with clause ; and
- 7.1.19. Use of a mobile device at the table to:
 - (a) Make or receive telephone calls;
 - (b) Send or receive text messages;
 - (c) Send or receive emails;
 - (d) Browse the Internet; or
 - (e) Communicate with another person in any way using that particular device.
- 7.2. Penalties imposed may be as follows:
 - 7.2.1. At the discretion of the Tournament Director, exclusion from the table for one or more rounds of play (blinds, antes and/or forced bets to be forfeited).
 - 7.2.2. Time penalties of 5, 10, 20 or 40 minutes away from the table may also be used (blinds, antes and/or forced bets to be forfeited).
 - 7.2.3. Disqualification from the Tournament (or Satellite).



- 7.3. The Tournament Director reserves the right to read any unexposed hands to determine whether or not collusion has occurred.
- 7.4. If, at the commencement of a Tournament (or Satellite), an entrant does not take their allotted seat at the specified time as nominated by the Tournament Director, and is not disqualified:
 - 7.4.1. All antes, blinds and forced bets will be deducted from the set amount of an entrant's Tournament Chips for each round of betting until they takes their allotted seat. The entrant's position at the table will still be dealt in and retain all rights as if they were present at the table;
 - 7.4.2. In accordance with clause 2.9 the entrant may nominate, in person, a substitute to take their allotted seat during any Tournament (or Satellite).
- 7.5. During a particular Tournament (or Satellite), any entrant who is absent from play will have all antes, blinds and forced bets deducted from the set amount of their Tournament Chips for each round of betting until they return. The entrant's position at the table will still be dealt in during the absence and retain all rights as if they were present at the table.
- 7.6. Any entrant who retires during the course of play may:
 - 7.6.1. Nominate a substitute in accordance with clause 2.9 or
 - 7.6.2. From the time of retirement, continue to have all antes, blinds and forced bets deducted from the value of their chip stack. The entrant will remain eligible to progress to the next Round/Session or Final as the case may be and remain eligible to be awarded any applicable prize in accordance with clause 6.2.
 - 7.7. Prior to the commencement of a Tournament (or Satellite), all entrants may view the Terms and Conditions and must abide by them or risk disqualification.
 - 7.8. Crown reserves the right to ban any means of advertising, including apparel



which contains obscene images or words, or is otherwise deemed inappropriate by Crown.

- 7.9. Subject to clause 7.6.1, prior to the commencement of any Tournament (or Satellite) which contains a televised component, an entrant must provide, in writing, the details of any sponsorship arrangements they may have to the Tournament Director. Entrants who have had their entry paid for by another party will be deemed to be sponsored by that party unless they advise the Tournament Director otherwise, in writing, prior to the commencement of the Tournament (or Satellite). Entrants may not change their sponsorship arrangements once a Tournament (or Satellite) has commenced unless approved at the discretion of the Tournament Director. Any entrant, who during a Tournament (or Satellite) displays a sponsor's logo that has not been previously advised, may be subject to the penalties detailed in clause 7.2.
- 7.10. Tournaments (or Satellites) will be conducted by the Tournament Director and/or their deputies in accordance with these Terms & Conditions, any specifically applicable Terms & Conditions and the Rules of Poker and PokerPro, as applicable.
 - 7.10.1. In the event of any inconsistency between these Terms and Conditions and the Rules of Poker, the Rules of Poker will prevail.
 - 7.10.2. A deputy of the Tournament Director will be a Dealer (or above) who has been appointed as a Tournament Supervisor for this particular Tournament (or Satellite).
- 7.11. In the event of a dispute relating to any Tournament (or Satellite) the decision of the Tournament Director is final.
- 7.12. To the maximum extent permitted by law and without affecting any rights which cannot be excluded under the Australian Consumer Law and Fair Trading Act 2012 (Vic) and the Competition and Consumer Act 2010 (Cth), Crown (including the Tournament Director) shall not be liable for any losses whatsoever that may arise from any decision of the Tournament Director.
- 7.13. A casino patron who has a complaint relating to the conduct of gaming or betting in the casino by the Casino Operator is entitled to have the complaint



investigated by the VGCCC, pursuant to legislative requirements and the Rules of Poker.

8. Charitable Events

- 8.1. Where a Tournament (or Satellite) is being conducted as a charitable event:
 - 8.1.1. Buy-ins, re-buys and add-ons as detailed in clauses 1.3, 1.4, 2.6, 2.7 and 2.8 will be deemed to be donations;
 - 8.1.2. The prize pool may consist of donated cash, goods or services; and
 - 8.1.3. Training chips may be used in place of Tournament chips, with any reference to Tournament chips in these Terms and Conditions remaining applicable to such Training chips.

9. Prizes

- 9.1. Prizes are non-negotiable, not transferable and non-cash Prizes are not redeemable for cash, or any other goods or services and must be taken as and when offered or will be forfeited. If forfeited, the Promoter will not be liable.
- 9.2. Prize values are correct as at the date of preparing these Terms and Conditions. The Promoter is not responsible for any change in prize value.
- 9.3. Where a winner is not able to redeem a Prize (or part thereof) due to physical inability or incapacity, poor weather or any other circumstances beyond the Promoter or the prize provider's reasonable control, then that Prize (or part thereof) will be forfeited and is not redeemable for cash, or any other prize, goods or services.
- 9.4. If a Prize is unavailable for any reason at the time of the Tournament, the Promoter will instead award the winner a similar Prize of equivalent value (as determined by the Promoter).
- 9.5. In the event that the Tournament or a Round or Heat cannot be conducted at the specified time due to unforeseen circumstances outside the Promoter's reasonable control, the affected Tournament, Round or Heat will take place as



soon as is practicable after the delay has been resolved.

10. General

- 10.1. Any failure to comply with these Terms and Conditions may result in the disqualification of any Entrant. The Promoter may, at any time, require an Entrant to produce documentation to establish to the Promoter's satisfaction the validity of an entry. Disqualification will be at the Promoter's sole discretion and no correspondence will be entered into.
- 10.2. If Entrants breach any law, do anything or behave in a manner which may jeopardise the fair and proper conduction of this Tournament or which could disrupt or adversely affect the Promoter's reputation or the reputation of any of the companies associated with this Tournament, the Promoter may, at its discretion, cancel the Prize or restrict the Entrant (and any companion(s)) from participating in any part of the Prize.
- 10.3. The Promoter reserves the right and licence to use an Entrant's name, suburb, photograph, image and likeness for the purpose of promoting and advertising Crown and the Crown Entertainment Complex.
- 10.4. The Promoter may cancel or modify this Tournament, but will only do so if this is unavoidable (for example, if the Tournament cannot run for technical or administrative reasons that cannot be rectified or due to Victorian Government COVID-19 requirements). The Promoter will update these Terms and Conditions and notify all Entrants as soon as is practicable if this occurs. The Promoter will not be liable for any claim (including, without limitation, for losses or expenses) relating to cancellation of the Tournament pursuant to this clause.
- 10.5. This Tournament is not open to Entrants or other persons excluded from the casino pursuant to the provisions of the Casino Control Act 1991 (Vic) or who are otherwise prohibited from entering the Crown Entertainment Complex, or any other Crown property including Crown Perth or Crown Sydney, for any reason, including persons who become prohibited before or after a prize draw (up to the time of receipt or collection of a prize by a prize winner).
- 10.6. Employees of the Crown Group of Companies, including the Promoter,



Crown Resorts, Crown Perth, Crown Sydney, Crown Aspinalls London and Betfair are not permitted to participate in this Tournament.

- 10.7. The Promoter's decision in connection with any aspect of this Tournament will be binding and final on every Entrant.
- 10.8. The Promoter will handle Entrants' personal information in accordance with the Privacy Act 1988 (Cth) and Crown's privacy policy, which is available at https://www.crownmelbourne.com.au/general/privacy-policy. Entrants' personal information obtained in relation to this Tournament is used for the purpose of identifying winners of this Tournament and notifying relevant third party prize providers, and will not be disclosed to any other organisations, unless such disclosure is required by law.
- 10.9. The Promoter practises the responsible service of gaming and the responsible service of alcohol. Entry and continued participation in this Tournament is subject to the Participating Venue's liquor serving policy. Crown adheres to the VGCCC's Responsible Liquor Advertising & Promotions guidelines: <u>https://www.vgccc.vic.gov.au/sites/default/files/cd 22 1525 attachment c - final revised responsible liquor advertising and promotion guideline dlt</u>

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10.10. The Promoter is not responsible for any tax implications arising from the Entrant winning a Prize. Entrants should seek independent financial advice prior to claiming a Prize.

11. Liability

- 11.1. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights an Entrant may have under any statute, including the Competition and Consumer Act 2010 (Cth) which may not be excluded, restricted or modified by agreement ("Consumer Rights").
- 11.2. Subject to their Consumer Rights, each Entrant and any person partaking in any component of the Prize, releases and indemnifies the Promoter from any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Prize or Tournament or participation in the Prize



or Tournament. The Promoter (including its employees, agents and contractors) has no liability to any person for injury (including illness or death), loss or damage whatsoever (including but not limited to direct, indirect, consequential or economic loss) suffered or sustained in connection with this Tournament, the promotion of this Tournament, or the awarding, condition, use or misuse of any Prize, except for any liability which cannot be excluded by law (in which case, that liability is limited to the greatest extent allowed by law). This clause does not apply to the extent that the Promoter's liability (if any) arises from an act or omission of the Promoter in respect of its supply of services and/or goods to the Winners in the ordinary course of the Promoter's business.

- 11.3. To the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction or human error. The Promoter's responsibility for the provision of Prizes is limited to the prizes as described in these Terms and Conditions, the Promoter accepts no further liability or commitment beyond those stated and is not liable for any failure of the Promoter's agents or contactors to supply the Prizes as stated. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated. The Promoter that is due to any acts which are not reasonably within its control, including as a result of any technical malfunction.
- 11.4. The Promoter and any third party or prize provider associated with this Tournament are not liable for any loss of, damage to, or delay in the delivery of a Prize.
- 11.5. This Tournament is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Entrants provide their information to the Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.