

“TRIVIA TUESDAY”

TERMS AND CONDITIONS

Your participation in Silks Darwin Trivia Tuesday promotion ('the promotion') constitutes deemed acceptance of the following terms and conditions:

1. Silks Darwin ABN 21 373 066 193 (“the Promoter”) is the promoter of the “Trivia Tuesday” promotion (“Promotion”) which commences from 7:00pm Tuesday 22nd November 2022.

ELIGIBILITY

2. Participation in the Promotion is limited to persons who, insofar as is the case for the duration of the Promotional Period are: a. at least 18 years of age or over; and b. not excluded from Silks Darwin. (“Eligible Entrant”)
3. The Promoter reserves the right, at its sole and absolute discretion, to deem any irregular entries, including entries that have not been completed properly as “Invalid Entries”.
4. Invalid Entries cannot win prizes.

PARTICIPATION

5. To enter the Promotion an Eligible Entrant must enter a Competition. To enter a Competition, Eligible Entrants must:
 - a. Attend Silks Darwin at the commencement of a Competition (the Promoter recommends arriving at least 10 minutes prior to the commencement of a Competition);
 - b. Form a team of one (1) or more Eligible Entrants;
 - c. Register a team name and number of team members with the trivia host prior to the commencement of a Competition in order to receive a QuizzaMe panel
 - d. Teams will earn points for correct answers to trivia questions
 - e. Trivia results are determined in points – the team with the most points at the end of the Competition will win First Prize, the team with the second most points at the end of the Competition will win Second Prize, the team with the third most points at the end of the Competition will win Third Prize
6. An Eligible Entrant may only enter themselves and their team once per Competition. The Promoter takes no responsibility for late, lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid.
7. During a Competition, your team must answer the questions supplied by the trivia host on the QuizzaMe panel
8. The Promoter reserves the right to verify the validity of any Entry. The Promoter may, in its sole discretion, disqualify any entry from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion and reserves the right to disqualify any entry which is not submitted in accordance with these conditions of entry.
9. This is a game of skill and chance plays no part in the determination of the winner.

PRIZES

10. For each Competition, the team with the third most points accumulated from correct answers to trivia questions will win a prize with a value of **\$100**. For the avoidance of doubt the Prize is given to the team to be shared, and not on an individual basis.

11. For each Competition, the team with the second most points accumulated from correct answers to trivia questions will win a prize with a value of **\$150**. For the avoidance of doubt the Prize is given to the team to be shared, and not on an individual basis.
12. For each Competition, the team with the most points accumulated from correct answers to trivia questions has the option to select one (1) of the following:
 - a. Win a prize with a value of **\$250**
 - b. Elect to roll a dice and have the number rolled multiplied by \$100. For example, if the number 5 is rolled, then $5 \times \$100 = \500 . In this example, a prize of \$500 is won. Note; Maximum prize that can be won is up to the value of \$600. The dice must be thrown above the head by a member of the winning team who must be over 18 years-of-age.

JUDGING

13. The panel of Judges will consist of two (2) trivia hosts. The winning team of each Competition (Prize Winner) will be the team with the highest score, as determined by the Judges in their absolute discretion. The Judge's decision is final, and no correspondence will be entered. The Judges will select three (3) Prize Winners at approximately 9:15pm on the day of the competition.
14. Prize Winners will be announced live in the venue by 9:30pm on the day of judging by the trivia host.
15. If, despite its reasonable efforts, the Promoter cannot locate the Prize Winner or confirm a Prize Winner by 9:30pm on the respective night of the Judging from the Prize Winner, the Prize Winner forfeits the Prize and is no longer the Prize Winner for the purposes of these terms and conditions.
16. If the Prize Winner forfeits the Prize, the Judges will select the next highest scoring team of the Competition as the Prize Winner. The Promoter will take reasonable efforts to notify the Prize Winner and if for any reason the Judges cannot reasonably locate a prize winner, this manner of judging will continue until a prize winner is found.

IDENTIFICATION

17. Prize Winners will be required to present valid ID at the time of Prize redemption. In the event that the Prize Winner cannot provide suitable identification, the Prize Winner will forfeit their Prize in whole and no substitute will be offered. Valid ID means: a. a passport, Australian driver's license or other form of photographic identification in which the photograph is clear and undamaged and that is otherwise acceptable to the Promoter; or b. One form of non-photographic identification that are valid and acceptable to the promoter.
18. The Promoter reserves the right to waive or vary the identification requirements at its sole discretion in circumstances where the identity of a Prize Winner is determinable by a representative of the Promoter without the assistance of these or any other form of identification.

GENERAL

19. Except as expressly provided in these terms and conditions, Entries and the Prize cannot be redeemed for other goods and services.
20. The Promoter reserves the right to cancel or change the prizes offered under the Promotion if there are any changes to the law that would or might render the Promotion or any prizes offered under the Promotion unlawful.

21. Conduct of the entire Promotion, including decisions on the eligibility of persons to enter and validity of entry and prizes, shall be the responsibility of the Promoter. The Promoter's decisions in relation to the conduct of the Promotion are final.
22. The Promoter needs to collect the personal information of entrants so that the entrant can be entered into the Promotion. Without providing the Promoter with that information, the Promoter cannot enter the person in the Promotion.
23. The Promoter is not responsible for any problem or technical malfunction of any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise.
24. The Promoter reserves the right to disqualify any entrant:
 - a. That submits an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity or defamatory language;
 - b. That cheats or tampers with a Competition in any way, this includes the use of notebooks and mobile phones and any other way that may unfairly provide an advantage to any team as determined by the judges and promoter.
25. The Promoter is not responsible for any loss, damage or injury suffered or claimed, including, but not limited to, indirect or consequential loss or damage, personal injury or death, and direct or indirect loss or damage by an entrant in relation to entering or participating in this Promotion or taking or using the prizes offered except where that loss, damage or injury was caused by breach of these terms and conditions by the Promoter or the wilful or negligent acts or omissions of the Promoter. To avoid any doubt the Promoter shall not be liable for loss caused by technical and mechanical malfunction which is outside the control of the Promoter.
26. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition.
27. The Prize Winner and any other person(s) nominated to share the Prize with the Prize Winner agrees to accept, receive and use the Prize at their own risk and will, at all times, indemnify, keep indemnified, hold harmless and release Silks Darwin to the full extent permitted by law from and against any and all claims, causes of action, losses, damage, liability, cost or expense (including legal expenses on a full indemnity basis), incurred by Silks Darwin as a result of or in connection with the Promotion and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in connection with the Prize and / or the Prize Winner. The Prize Winner and any other person(s) nominated to share the prize with the Prize Winner will be required to sign an agreement to release Silks Darwin from and indemnify Silks Darwin against any liability arising from the use or participation in the prize.
28. Directors, management and employees of Silks Darwin (including, without limitation, The Darwin Turf Club and Silks Darwin) and their immediate families are eligible to participate in the Promotion but cannot collect their prize while on duty or in uniform.
29. Participation in the Promotion by an Eligible Entrant confirms acceptance of the terms and conditions governing the Promotion including but not limited to the indemnity and exclusion clauses contained herein.

30. Should a prize winner consent to having their photograph taken, they consent to having their name and photograph published in any form of media and agree to participate in any reasonable promotion requested by the Promoter, without reward.
31. All monetary values expressed in this document are expressed in Australian currency.
32. The laws of the state of Northern Territory govern the Promotion.
33. A copy of the terms and conditions governing the Promotion can be obtained at www.silksdarwin.com.au