

TERMS AND CONDITIONS: Pick A Winner

Your participation in 'Pick A Winner' promotion ('the Promotion') constitutes deemed acceptance of the following terms and conditions:

- 1. The Promoter of the Promotion is 'Silks Darwin'. 'Silks Darwin', reserves the right, at any time to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not following these terms and conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 2. One (1) virtual ticket will be earned for every \$10 turnover on EGMs between 11:30am and 3:00pm on Thursday's during November, 2023.
- 3. Members must have their card inserted in the gaming machine at the time of draw.
- 4. The promotion starts 11:30am every Thursday, unless otherwise indicated
- 5. Virtual entries can be earned up until the time of the final draw at 3:00pm
- 6. Prizes will be drawn at Silks Darwin (via virtual barrel) from 12:30pm 3:00pm as listed below:
 - a. 12:30pm: Draw 1
 - b. 1:00pm: Draw 2
 - c. 1:30pm: Draw 3
 - d. 2:00pm: Draw 4
 - e. 2:30pm: Draw 5
 - f. 3:00pm: Draw 6
- 7. Entrants must be present to win
- 8. The winner has one (1) minute to present themselves to a staff member to claim the prize. If the winner isn't presented within this timeframe, a redraw will occur until a winner is decided.
- 9. The winner will be invited to pick a horse which will reveal an instant cash prize. This prize will be one of the following amounts:
 - a. \$30
 - b. \$50
 - c. \$100
- 10. Entrants can win more than once on each draw day.
- 11. Silks Darwin reserves the right to disqualify any entrant reasonably suspected of forgery or tampering.
- 12. If this promotion is interfered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law:
 - a. (a) to disqualify any entrant; or
 - b. (b) subject to any written directions from a regulatory (or other appropriate) authority to modify, suspend, terminate or cancel the Competition, as appropriate.
- 13. The name of the winner may be published and the winner may be asked to participate in any publicity regarding the promotion including real-time social media updates, or images published in local media outlets.
- 14. The prize winner agrees that Silks Darwin accepts no responsibility or liability for any delay or failure to deliver a prize, or failure by Silks Darwin to meet any of its obligations in these conditions of entry or otherwise where delivery of a prize may be subject to delay. Silks Darwin will notify the winner as soon as possible and Silks Darwin will use its best endeavours to facilitate delivery as soon as possible.
- 15. Prizes cannot be returned or exchanged for cash.
- 16. Silks Darwin (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the competition, including but not limited to:
 - a. any technical difficulties or equipment malfunction (whether or not under the promoter's control);
 - b. any theft, unauthorized access or third-party interference;
 - any entry, prize, or claim for a prize that is late, lost, altered, damaged or misdirected (whether before or after receipt by the promoters) due to any reason beyond the reasonable control of the promoters;



d. any variation in prize value to that stated in these Terms and Conditions.