

TERMS AND CONDITIONS – Birthdays at Crown – Dining Offer

1. **Promoter:** Burswood Nominees Limited ABN 24 078 250 307 as trustee for The Burswood Property Trust ABN 35 491 489 282 trading as Crown Perth, Great Eastern Highway Burswood, Western Australia 6100.
2. **Eligibility:** Crown Rewards members, who have not been excluded for any reason from the property of the Promoter, Crown Melbourne or Crown Sydney and whose principal place of residence is in Western Australia (**Eligible Members**).
3. **Offer Period:** The Offer is available to Eligible Members two (2) weeks before the first day of their birth month, two (2) weeks after the end of their birth month and during their birth month as noted in the Crown Rewards database. A new Offer Period will commence in the next calendar year unless otherwise stated by the Promoter. Example: In 2021, if a member's Birth month is August, the Offer will be available from Sunday 18 July 2021 to Tuesday 14 September 2021 with a new offer period commencing Monday 18 July 2022 to Wednesday 14 September 2022 unless otherwise stated by the Promoter. Some blackout periods or apply to special event periods and public holidays.
4. **Offer:** During the relevant Offer Period, Eligible Members are entitled to redeem the following:
 - Dining discount*

A discount on food and beverage based on their Crown Rewards Membership Tier at one (1) of the Promoter's following restaurants: Silks, Modo Mio, Atrium, Epicurean, Bistro Guillaume and Nobu (**Participating Restaurants**) in one (1) payment transaction during the relevant Offer Period. The following discounts apply to each of the Crown Rewards Membership Tiers:

 - Black & Platinum Tier Members = 50% off up to a total discount of \$1,500.
 - Gold Tier Members = 25% off up to a total discount of \$750.
 - Silver Tier Members = 15% off up to a total discount of \$750.
 - Member Tier Members = 10% off up to a total discount of \$750.

Eligible Members are entitled to a maximum of one (1) dining discount on a payment transaction made at a Participating Restaurant during the relevant Offer Period. Eligible Member's Tiers are determined as at 6am seven (7) days prior to the commencement of the relevant Offer Period.
 - Food and beverage gifts*
 - Eligible Members are entitled to one (1) complimentary box of chocolate when dining at a Participating Restaurant during the relevant Offer Period, subject to availability.
 - Eligible Members and up to eleven (11) of their guests (who are over 18 years of age) are entitled to a glass of sparkling wine with their meal when dining at a Participating Restaurant during the relevant Offer Period, subject to availability.
 - Eligible Members are entitled to claim a maximum of one (1) food and beverage gifts during the relevant Offer Period.
5. **Claim of Offer:**
 - a) Eligible Members must make a booking at a Participating Restaurant for a date during the relevant Offer Period by contacting the Birthday Reservations Team on 1800 88 99 88 in advance.
 - b) Eligible Members must present their Crown Rewards membership card to a Restaurant Host prior to paying for the transaction at a Participating Restaurant to receive the dining discount.
 - c) Eligible Members must notify Restaurant Host prior to dining at a Participating Restaurant to receive the complimentary box of chocolates and sparkling wine (subject to availability).
 - d) Eligible Members may only redeem the Offer once during the relevant Offer Period.
 - e) The Offer is not transferrable, cannot be exchanged or redeemed for cash and cannot be used in conjunction with any other offer or discount.
 - f) Reservations at Participating Restaurants are subject to the Cancellation Policy which is accessible at the time of booking.
6. **Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
7. **Release:** To the fullest extent permissible by law, Eligible Members and any other person partaking in any component of the Offer, 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 Offer or their participation in the Offer. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Offer, the promotion of this Offer, or the use of any Offer, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or

technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, human error or omission, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to any Eligible Member or any other person's computer related to or resulting from participation in or down-loading any materials in this Offer. The Promoter's responsibility for the provision of this Offer is limited the items 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 contractors to supply the Offer as stated. All times are best estimates only and the Promoter does not guarantee that events will take place exactly at the times stated.

8. **Force Majeure:** The Promoter will not be responsible for any forces of nature, acts of God, war (declared or undeclared), riot, explosion, acts of terrorism, labour or industrial dispute including strike, action or inaction of Government, forced or Government imposed closure of the venue or cessation of or interruption to trade and any other acts which are not reasonably within the control of the Promoter which may affect the Offer. If one or more of these acts occur, the Promoter reserves the right to cancel the Offer, defer the Offer to a different date, or change these Terms and Conditions. Any change to the Offer in these circumstances will be communicated to Eligible Members as soon as practicable.
9. **Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
10. **Alteration of Terms and Conditions:** The Promoter reserves the right to alter these Terms and Conditions to address any misinterpretation, misinformation or misunderstanding that may arise in the application of these Terms and Conditions, as is permitted by law. The Promoter's decision will be final.
11. **Acceptance of Terms and Conditions:** Participation in the Offer constitutes an acceptance of these Terms and Conditions.
12. **Cancellation of the Offer:** The Promoter reserves the right to cancel the Offer at any time for any reason whatsoever.