

TERMS AND CONDITIONS – Birthdays at Crown – Hotels 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.
4. **Offer:** During the relevant Offer Period, Eligible Members may redeem complimentary enhancements when staying at the Promoter's Crown Towers, Crown Metropol or Crown Promenade (**Participating Hotels**). The following complimentary enhancements are based on the Eligible Member's Crown Rewards Membership Tier at the time the relevant hotel booking is made at a Participating Hotel:
 - **Black & Platinum Tier Members**
 - A bottle of sparkling wine delivered to the guest room during their stay.
 - 12pm check out.
 - Breakfast for two (2) people at:
 - Epicurean for guests staying at Crown Towers, Atrium for guests staying at Crown Metropol and Market & Co for guests staying at Crown Promenade.
 - **Gold, Silver and Member Tier Members**
 - A bottle of sparkling wine delivered to the guest room during their stay.
 - 12pm check out.
 - Breakfast for two (2) people at:
 - Epicurean for guests staying at Crown Towers, Atrium for guests staying at Crown Metropol and Market & Co for guests staying at Crown Promenade.
 - Valet parking for one (1) vehicle only.
5. **Claim of Offer:**
 - a) Eligible Members must make a booking at a Participating Hotel for a date during the 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 Host at check-in at a Participating Hotel to receive the Offer.
 - c) Eligible Members may only redeem the Offer once during the relevant Offer Period.
 - d) The Offer is not transferrable, cannot be exchanged or redeemed for cash and cannot be used in conjunction with any other offer or discount.
 - e) Reservations at Participating Hotels are subject to the Cancellation Policy which is accessible at the time of booking.
6. **Conditions of Offer:** Available when an Eligible Member books a hotel stay at a Participating Hotel 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. Some blackout periods or limited availability may apply to special event periods and public holidays. This Offer is exclusive to Crown Rewards members. This Offer is limited to one (1) per Eligible Member.

Accommodation at a Participating Hotel is subject to availability and advanced bookings are required. Crown Rewards points will not be awarded to the Crown Rewards member for accommodation booked at the special rates for Crown Rewards members. Cash, debit or credit card payment only. A fee of 1.2% applies to accounts settled by credit card. Offer cannot be used in conjunction with any other offer including advance purchase, Crown Rewards discounts and other reward/redemption rates (including airlines). Cancellations within 24-hours of check-in will result in forfeiture of the full fee payable for the hotel stay booked by the Eligible Member and this Offer.

Complimentary breakfast at Epicurean is available for two (2) guests staying at Crown Towers and complimentary breakfast at Atrium is available for two (2) guests staying at Crown Metropol and complimentary breakfast at Market & Co is available for two (2) guests staying at Crown Promenade. Valet parking for Eligible Members in the gold, silver and member tiers is limited to one (1) vehicle under this Offer. One (1) bottle of sparkling wine will be delivered to the Eligible Member room during the stay. Crown practises the responsible service of alcohol. Must be 18 years of age or older. If complimentary

items are not redeemed prior to check out, they will be deemed forfeited. No cash value. This Offer is not transferable to other people.

7. **COVID-19:** The health and wellbeing of our guests and employees remains our number one priority and as such, the Promoter has implemented a range of hygiene and physical distancing measures to ensure you have the safest experience. If you have been feeling unwell or are experiencing symptoms such as a cough, fatigue, headaches or fever, we kindly ask that you reschedule your stay. Mandatory contact registration is in place at the Promoter's property. Guests must register their details using the SafeWA app prior to entering relevant venues, such as any of the Participating Hotels. Guests who do not comply with the mandatory contact registration requirements will not be permitted to enter any of the Participating Hotels. For more information about contact registration visit <https://www.crownhotels.com.au/covid-perth-guest-safety>. Should the Western Australian Government's directions or policies, or the Promoter's policies, require that guests attending the Promoter's premises are vaccinated against COVID-19, guests must provide the Promoter with proof of their vaccination status or a valid medical exemption prior to entering the Promoter's venue.
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. **Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
10. **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.
11. **Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
12. **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.
13. **Acceptance of Terms and Conditions:** Participation in the Offer constitutes an acceptance of these Terms and Conditions.
14. **Cancellation of the Offer:** The Promoter reserves the right to cancel the Offer at any time for any reason whatsoever.