

**BIRTHDAYS AT CROWN – DINING OFFER FOR CROWN REWARDS MEMBERS
TERMS AND CONDITIONS**

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:** This offer is available to Eligible Members during the month of their birthday as noted in the Crown Rewards database. This offer can only be redeemed once a year unless otherwise stated by the Promoter.
4. **Offer:** During the Offer Period, Eligible Members are entitled to redeem the following Offer:

Dining discount

The applicable discount on food and beverage (see below) at one (1) of the Promoter's Market & Co, Silks, Modo Mio, Atrium, Epicurean, Bistro Guillaume and Nobu at Crown Perth (**Participating Restaurants**) in one (1) payment transaction. The following discounts apply to each of the Crown Rewards Membership Tiers:

- Black & Platinum Tier Members:20%.
- Gold Tier Members:15%.
- Member & Silver Tier Members:10%.

Eligible Members are entitled to a maximum of one (1) dining discount on a payment transaction made at a Participating Restaurant during the Offer Period. The total discount available will be capped based on a maximum total spend of \$1,000. If a Crown Rewards Member has a total bill of \$1,000 or more; the maximum discount for a Black and Platinum Tier Member is capped at \$200, for a Gold Tier Member at \$150, and for a Silver and Member Tier Member at \$100. Eligible Members' Tiers are determined as of 6am seven (7) days prior to the commencement of the relevant Offer Period.

Complimentary Gift

Eligible Members are entitled to one (1) complimentary box of chocolate when dining at a Participating Restaurants during the Offer Period, subject to availability.

5. **Claim of Offer:**
 - a) Eligible Members must make a booking online at a Participating Restaurant for a date during the Offer Period.
 - b) Eligible Members must inform the Participating Restaurant upon arrival that they wish to redeem the Offer (dining discount and/or box of chocolates) and present their Crown Rewards Membership Card to a restaurant host upon arrival and prior to paying for the transaction at a Participating Restaurant.
 - c) The Offer is not transferrable, cannot be exchanged or redeemed for cash, and cannot be used in conjunction with any other offer or discount.
 - d) Reservations at Participating Restaurants are subject to availability and the Cancellation Policy which is accessible at the time of booking. Some blackout periods and/or additional service charges may apply to special event periods and public holidays.
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.
13. **Responsible Service of Alcohol:** The Promoter practises the Responsible Service of Alcohol.