

Australian Venue Co

COMPETITION TERMS AND CONDITIONS

Schedule to Conditions of Entry

Promotion name	Chase the Ace – Durty Nellys																						
Promoter	AVC Operations Pty Ltd ABN: 81607832299 Address: 16/242 Exhibition Street, Melbourne VIC 3000 Phone: 1800 836 837																						
Eligible States/ Territories/ Countries	Western Australia																						
Promotion Period	16:00-19:00 Each Wednesday between 5 th February 2025 – 4 th February 2026																						
Eligible entrants	Australian and New Zealand residents who are aged 18 years or older. Directors, management and employees of the Promoter and their immediate family are not permitted to enter. Persons who are banned or excluded from relevant parts of the venue to which the promotion applies or the whole venue are not eligible to enter.																						
Purchase of Product	Any eligible entrant who purchases any Food or Beverage items during the promotion period receives a ticket/tickets into that night's draw. <table border="0"> <tr> <td>Middy of beer/cider</td><td>x1 ticket</td></tr> <tr> <td>Pint of beer/cider</td><td>x2 tickets</td></tr> <tr> <td>Bottled beer/cider</td><td>x2 tickets</td></tr> <tr> <td>Soft Drink, can, bottle or glass</td><td>x1ticket</td></tr> <tr> <td>Glass of wine</td><td>x2 tickets</td></tr> <tr> <td>Bottle of wine</td><td>x3 tickets</td></tr> <tr> <td>Single shot spirit & mix</td><td>x2 tickets</td></tr> <tr> <td>Premix spirit bottle or can</td><td>x2 tickets</td></tr> <tr> <td>Cocktail</td><td>x2 tickets</td></tr> <tr> <td>Starter Meal Size</td><td>x2 tickets</td></tr> <tr> <td>Main Meal Size</td><td>x4 tickets</td></tr> </table> Tickets cannot be purchased with cash and may not be offered with any other product available for purchase All liquor served during this promotion will be served in accordance with Durty Nelly's Responsible Service Policy. A copy of this policy is available at https://www.ausvenueco.com.au/responsible-service/ An Approved Manager will be on duty to ensure patrons are not consuming in excess. Ticket amounts are aimed at increasing greater participation through food purchase rather than alcohol	Middy of beer/cider	x1 ticket	Pint of beer/cider	x2 tickets	Bottled beer/cider	x2 tickets	Soft Drink, can, bottle or glass	x1ticket	Glass of wine	x2 tickets	Bottle of wine	x3 tickets	Single shot spirit & mix	x2 tickets	Premix spirit bottle or can	x2 tickets	Cocktail	x2 tickets	Starter Meal Size	x2 tickets	Main Meal Size	x4 tickets
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The Prize	The Jackpot starts at \$1000 and is increased by \$100 each week the Ace of Clubs is not selected. A player who selects a card that is not the Ace of Clubs will be offered a pint of beer or small glass of house wine if the approved manager deems the person not to be showing signs of intoxication.																						
Total prize value	Up to \$6100 plus any consolation drinks.																						
Total number of prizes	One jackpot prize plus one consolation prize each week the Ace of Clubs is not selected																						
Method of entry	Entry tickets awarded with any purchase of any food or beverage product during the Promotion Period																						

Maximum number of entries	There is no maximum number of entries however all liquor served and supplied as part of this promotion is done so in accordance with Durty Nelly's Responsible Service policy, a copy of which is available online at https://durtynellys.com.au
Prize draw details	One ticket will be drawn between 19:00 & 19:10 in the Main Bar at Durty Nelly's. The winning ticket will be announced in the Main Bar. The holder of the drawn ticket will have two minutes to make themselves known to the drawer. Should the winner not present themselves within two minutes of the draw taking place, another ticket will be drawn. The winner will then be permitted to choose one card from the mounted Chase the Ace board in Durty Nelly's Main Bar. If the selected card is the Ace of Clubs the winner will be awarded the Jackpot as it stood before the card was selected. All tickets from each draw will be discarded at the completion of that draw.
Notification of winners	Winners will be announced at the time of the draw. MUST BE PRESENT TO WIN
Public announcement of winners	The name of the winner(s) of the prize will be advertised on Durty Nelly's website or social media page(s)
Claiming the Prize	Prizes must be claimed within 72 hours of being awarded.
Prize award date	The Prize will be awarded/paid to the winner at the time of it being won.
Permit reference	NA
Collection of information	The Promoter's privacy policy applies to the collection of entrants' personal information: https://www.ausvenueco.com.au/privacy-policy/

Conditions of Entry

These Terms and Conditions incorporate and must be read together with the details outlined in the Schedule above. By entering the Promotion, each entrant accepts and agrees to be bound by these Terms and Conditions. Where there is an inconsistency between the Schedule and the Conditions described below, the Schedule will prevail.

Entering the Competing

1. This is a game of chance and skill plays no part. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to an entrant's participation in the Promotion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
2. The Promoter reserves the right to disqualify any entrant who provides false information, fails to provide information that is reasonably requested by the Promoter or fails to respond within a reasonable time to any reasonable request for information.
3. Any information entrants provide will be collected and used by the Promoter for the purpose of conducting this Promotion. If any information requested by the Promoter is not provided, the entrant may not participate in the Promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access, update or correct the personal information the Promoter holds about them by contacting the Promoter at the address stated above.
4. The Promoter encourages and practices the responsible service of alcohol at all times. In addition, the Promoter takes its obligations and responsibilities under Liquor, Gaming and other relevant Regulations and Acts very seriously.
5. All entries considered not genuine, incomplete, inappropriate or offensive by the Promoter for any reason will be disqualified.

Prizes

6. Each Prize is not transferable, exchangeable or redeemable for cash.

7. If a Prize is not available for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value.
8. The Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.

General

9. The Promoter accepts no responsibility for any costs incurred by Participants in entering the Promotion. Prize winners are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to the acceptance of the Prize.
10. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of tampering, unauthorised intervention, fraud, technical failures, computer virus, bugs or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to State and Territory law.
11. The winners (and their companions) must, at the Promoter's request, participate in all reasonable promotional activity (such as photographs and publicity) surrounding the winning of any Prize, free of charge. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage, photographs and publicity in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
12. The Promoter accepts no responsibility for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestions on the Internet or at any website, or any combination thereof, including but not limited to, any injury or damage to participants or any other person's computer related to or resulting from participation in this Promotion.
13. The Promoter accepts no responsibility for entries not received, for whatever reason, including but not limited to late, lost, misdirected entries or otherwise disqualified entries. The Promoter is not responsible for inaccurate details supplied by the entrant.
14. Subject to applicable law, the Prize winner will not directly or indirectly make, or cause to be made, derogatory or disparaging communication about the Prize of the Promoter.
15. The Promoter does not accept any responsibility for any infringement of any third-party rights caused by entrants entering this Promotion, sole liability rests with the entrant.
16. You agree to be bound by the decisions of the Promoter, which are final in all matters relating to the Promotion, subject to State and Territory legislation. No correspondence will be entered into in respect of the Promoter's decisions.
17. The Promotion and these Competition Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.
18. Subject to statutory restrictions, the Promoter may amend these Competition Terms and Conditions at its sole discretion.
19. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any Prize will be invalidated. The Promoter has sole discretion to determine if this clause has been breached by any entrant.

Liability

20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, you agree to release and the Promoter excludes all liability for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of a person entering the Promotion or taking a Prize.

Approved by:	<i>Richie McFarlane – Compliance Manager (WA)</i>	Approval date: DD/MM/YYYY	01.08.2025
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