

Sydney Champs 2024 \$5K High Roller Milestone 1 in 10 Satellite Poker Tournament May 25, 2024 Tournament Conditions

These Tournament Conditions relate to the Sydney Champs 2024 **\$5K High Roller Milestone 1 in 10 Satellite Poker Tournament** (the "Tournament"). A Tournament will be hosted in the poker room on the main gaming floor at The Star Sydney (the "Tournament Location") May 25, 2024 (the "Tournament Period").

- The format of game to be conducted throughout each Tournament is **Texas Hold'em (No Limit)** in accordance with the Rules of the Game.
- The satellite tournaments are a one-day tournament, commencing at approximately 8.30 PM on May 25 and will play down until a winner is declared. Additional Satellites may be conducted during the tournament period based on player demand and if approved by the Tournament Supervisor.
- The licensed person appointed by the Promoter with responsibility for overall control of the Tournament ("Tournament Supervisor") may alter the starting time of any Tournament Session if reasonable notice (at least 20 minutes) has been given to Eligible Entrants.
- Players are required to post the Small Blind, Big Blind and Big Blind Ante as per the Blind Structure. The "Small Blind" is a mandatory wager that the first player to the left of the dealer button places for a round of play with the "Big Blind" being a mandatory wager placed by the second player to the left of the dealer button for a round of play. The "Big Blind Ante" is a single Ante posted by the player in the Big Blind position and in the amount of the Big Blind. The Big Blind Ante will be posted before the Big Blind and players are eligible to collect the entire Ante, even when out of the Big Blind position.
- A maximum of 9 players will be seated on each table ("Maximum Players").
- Each player will be issued with 12,000 in non-value Tournament chips ("Starting Stack")
- Each blind level will be in increments of 15 minutes for the duration of the Tournament and blinds will increase each level as per the Blind Structure.
- The cost of participating in a Tournament is \$550 ("Buy-in"), comprising of \$500 for the Prize Pool and an entry fee of \$50 ("Fee") payable to The Star Pty Limited ABN 25 060 510 410 of 80 Pyrmont Street, Pyrmont NSW 2009 (the "Promoter" or "The Star Sydney").
- To participate in a Tournament, Eligible Entrants must register by completing the relevant entry form for the Tournament and having their details entered into the Promoter's Poker Management System (GES) at the designated registration desk/table in the Tournament Location ("Registration Desk") before the start of level 7 or before that Tournament Day (but within the Tournament Period) including paying the Buy-in and the Fee at the Registration Desk.
- Unlimited re-entry permitted until the start of level 7 ("Close of Registration").

- The Tournament will conclude when a winner is declared.
- The final table will consist of up to 9 players.
- Seating positions for the final table will be determined by draw.
- To claim a prize, a prize winner must present themselves to the Tournament Supervisor at the Poker Desk on the Main Gaming Floor (the "**Prize Claim Location**") with their Valid ID and their Star Club Card. Valid ID means:
 - a passport, Australian driver's licence, or other form of photographic identification in which the photograph is clear and undamaged and that is otherwise acceptable to The Star Sydney; or
 - two forms of non-photographic identification that are valid and acceptable to The Star Sydney.
- The Star Sydney reserves the right to waive or vary the identification requirements in circumstances where the identity of the prize winner is determinable without the assistance of a Card or Valid ID.

Blind Structure

LEVEL	DURATION	SMALL BLIND	BIG BLIND
LEVEL 1	15 MIN	25	50
LEVEL 2	15 MIN	50	100
LEVEL 3	15 MIN	75	150
LEVEL 4	15 MIN	100	200
LEVEL 5	15 MIN	150	300
LEVEL 6	15 MIN	200	400
LEVEL 7	15 MIN	300	600
LEVEL 8	15 MIN	400	800
BREAK	15 MIN		
LEVEL 9	15 MIN	500	1,000
LEVEL 10	15 MIN	700	1,400
LEVEL 11	15 MIN	1,000	2,000
LEVEL 12	15 MIN	1,500	3,000
LEVEL 13	15 MIN	2,000	4,000
LEVEL 14	15 MIN	3,000	6,000
LEVEL 15	15 MIN	4,000	8,000
LEVEL 16	15 MIN	5,000	10,000
BREAK	15 MIN		
LEVEL 17	15 MIN	6,000	12,000
LEVEL 18	15 MIN	8,000	16,000
LEVEL 19	15 MIN	10,000	20,000
LEVEL 20	15 MIN	15,000	30,000
LEVEL 21	15 MIN	20,000	40,000

1. ELIGIBLITY FOR ENTRY

- 1.1 Participation in a Tournament is limited to persons who are for the duration of the relevant Tournament Day:
 - 1.1.1 an existing member of The Star Club with a valid membership card ("Card");
 - 1.1.2 18 years of age or over;
 - 1.1.3 not excluded (including an exclusion direction, an exclusion order or a self-exclusion order) from a casino or premises operated by The Star Entertainment Group Limited (ABN 85 149 629 023) or its related entities (collectively, "**The Star Group**");
 - 1.1.4 not the subject of a Withdrawal of License (WOL) from a casino or premises operated by The Star Group;
 - 1.1.5 entitled to enter the casino at The Star Sydney and gamble;
 - 1.1.6 not otherwise prohibited from entering under clause 1.2 below,

("Eligible Entrants").

- 1.2 A person is not permitted to enter a Tournament or win a prize if at any point during the relevant Tournament Day that person is:
 - 1.2.1 a director, officer, or manager of any of The Star Group entities or of an organisation benefitting from the Tournament;
 - 1.2.2 an employee or contractor of any of The Star Group entities;
 - 1.2.3 an immediate family member of any person listed in clause 1.2.1;
 - 1.2.4 an immediate family member of any employee or contractor listed in clause 1.2.2 where that employee or contractor is responsible for, or involved in, the setup, determination of any winner or issuing of any prize for the Tournament.
- 1.3 For the purposes of clause 1.2, 'immediate family member' means a spouse (including de-facto partner), parent, natural or adopted child or step-child, or sibling or step-sibling (whether the sibling or step-sibling is natural or adopted by a parent).
- 1.4 A person who does not satisfy any of the criteria for an "Eligible Entrant" for the duration of the relevant Tournament Day is an "**Invalid Entrant**" and their entry will be deemed invalid ("**Invalid Entry**").
- 1.5 Notwithstanding clause 1.1.1 and 1.4, the Tournament Supervisor may, at its discretion, permit an entry by a non-member of The Star Club to a Tournament and deem that person an Eligible Entrant for a Tournament.
- 1.6 An entrant who is a member of The Star Club and requests to cancel their membership prior to, or during, a Tournament Day will also be an Invalid Entrant, in respect of that Tournament Day.
- 1.7 Invalid Entrants are not, or will no longer be, eligible to enter or participate in the relevant Tournament and will forfeit any entitlement to a prize. Any Invalid Entrant who has made a Buy-in or paid a Fee is not entitled to a refund of that Buy-in or Fee, unless approved by the Tournament Supervisor.
- 1.8 The Promoter may, in its reasonable discretion taking into account these Tournament Conditions, deem an entry to be an Invalid Entry and disqualify such an entry, including the following:
 - 1.8.1 an entry from an Invalid Entrant;
 - 1.8.2 an entry that is fraudulent or forged; and
 - 1.8.3 an entry (or an entrant) that otherwise does not comply with these Tournament Conditions.

2. ENTRY AND BUY-IN

2.1 Players registering prior to the commencement of the relevant Tournament Day will have their Starting Stack put in play and all blinds will be posted from their stack as required by the Blind Structure. Players registering after the commencement of the Tournament Day and players who re-enter up to the Close of Registration will be sold full

Starting Stacks. Once all available seats have been allocated to players, every player who enters the Tournament within the registration period for a particular Tournament Day will be considered an "Alternate".

- 2.2 Any player that is considered an Alternate will be seated with a full Starting Stack when their seat becomes available. An Alternate can request a refund once the registration period has closed and they have not been seated.
- 2.3 Prior to the Close of Registration, should a player have equal to or less than their Starting Stack they will be given the option of forfeiting these chips and therefore being able to buy back into the Tournament. If the player chooses this option, their chips will be removed from play immediately. If the player chooses not to use this option, they will continue play with those chips remaining.
- 2.4 A player will be entitled to a refund of the Buy-in if the player cancels their entry not less than twenty-four (24) hours prior to the beginning of the relevant Tournament Day, if the Tournament Day does not proceed, or at the discretion of the Tournament Supervisor.
- 2.5 All entries are non-transferable to other Tournaments or to other Eligible Entrants.
- 2.6 Eligible Entrants can only register and enter once for each Tournament, unless these Tournament Conditions specifically permit re-entry.
- 2.7 The Promoter may refuse any application to enter a Tournament, including if an entry or entrant does not comply with these Tournament Conditions or the Rules of the Game.

3. TOURNAMENT STRUCTURE & ALLOCATION OF WAGERING AREAS

- 3.1 Allocation of wagering/seat positions will be done by The Star Sydney by a manual or electronic system after payment has been made. Seating assignments may be altered by The Star Sydney to ensure that entrants who are known by the Tournament Supervisor to be connected by family or association play at different tables or are separated on the final table.
- 3.2 The number of players allocated to each table will be determined by the Tournament Supervisor according to these Tournament Conditions and is dependent upon the number of participants in the Tournament.
- 3.3 During a Tournament Session, at least one table will be active. The number of tables in play will be determined by the number of participants with a maximum of 200 entrants per Tournament.
- 3.4 All players must provide their name for recording purposes to the Tournament Supervisor upon request.
- 3.5 Entrants are responsible for verifying their registration data and seat assignments are correct prior to a Tournament Session commencing.
- 3.6 If a player (Player A) accidentally starts a Tournament Session at the wrong table/seat with the correct chip stack, then Player A must remain at that table/seat for that Tournament Session. The player whose seat has been taken (Player B) will be seated at Player A's seat for that Tournament Session. I.e. the players will have switched seats. Player A will be given a 1 round Penalty (see clause 11.4) from the next hand after the error is discovered.
- 3.7 A player seated on a new table assumes all responsibilities of their position on the table and shall be dealt in immediately. The only variation to this shall be if a new player to a table takes up a position between the Small Blind and the dealer button, in which case they must wait until the dealer button has passed before they are dealt in.
- 3.8 If a registered Eligible Entrant is not present at the table during any of levels 1 to 4 on a Tournament Day, then that Eligible Entrant shall have their Starting Stack placed in their seat position and blinds and antes will be posted from their table stake as required by the Blind Structure. If a player has not taken their position by the completion of level 4 of the Blind Structure, the Tournament Supervisor may declare that the player is "Provisionally Eliminated" and the remainder of that player's stake will be removed from play. If the player arrives later in the day, at the Tournament Supervisor's discretion the player may be allowed to participate in play but a calculation will be made to determine the number and value of blinds and antes that would have been taken from their stake and their stake (less those amounts) will then be returned to play.
- 3.9 If an active player is not present at the table at the start of a round of play, if that player is required to place a blind bet and/or ante bet, appropriate blind bets and/or ante bets will be placed from their table stake.
- 3.10If an active player is not present at the table to act on their hand the Tournament Supervisor:

- 3.10.1 shall direct the dealer to deal cards to the absent player's position as though they are present. Should the player still not be present at the completion of the initial deal the hand shall be deemed folded, with the exception of the player in the last compulsory blind position who will have up until it is their turn to act; and/or
- 3.10.2 may declare the tournament player's position cancelled and the player disqualified. Once disqualified a player will not be entitled to a refund of the Buy-in or Fee, except on the approval of the Tournament Supervisor and will not be entitled to retain the value of any Tournament chips in their possession at the time of disqualification.
- 3.11 Each table in a Tournament will have the Maximum Players where possible, subject to change at the discretion of the Tournament Supervisor. Each player may only play on their assigned table.
- 3.12 Tables will be balanced to maximize the number of players per table and to distribute approximately even numbers of players on each table as player and table numbers reduce.
- 3.13 The method of balancing tables will be: a player selected by the Tournament Supervisor who is closest to the left of the Big Blind on a table with more players will fill the vacant seat closest to the left of the Big Blind on a table selected by the Tournament Supervisor with fewer players to even out player numbers.
- 3.14 Where a player is re-seated, they will assume all rights and responsibilities of their new position at the table. A player moving to a new table is eligible to be dealt a hand in any position and will post blinds when and as required except if they are seated in between the dealer button and the Small Blind.
- 3.15 As players are eliminated (lose all their chips) from a Tournament, the Tournament Supervisor will break tables from play and move players as described above to increase the number of players at other tables.
- 3.16 Tables will be broken in the order determined by the Tournament Supervisor, with those players being assigned to empty seats at other tables as needed to ensure reasonable balancing.
- 3.17 Play may go to hand for hand on all tables when multiple tables are in play and (point where the number of players remaining exceeds the number of players eligible for a prize payout as per the pay table by one)the number of players left just exceeds the required number for the final table. During hand for hand play, each hand (across all tables) will run the same pre-determined amount of time. The standard time allocated will be 2 minutes per hand.. Once the 2 minute limit has been reached, the Tournament Supervisor will pause the clock until the next hand commences.
- 3.18 All cards will be turned face-up (table cards) without delay once a player is all-in and all betting action by all other players in the hand at that table is complete.
- 3.19 To claim a pot, players must turn (table cards) all their cards face up on the table, allowing the dealer and players to read the cards clearly. All cards means both hole cards in Texas Hold'em.
- 3.20 During hand for hand play, where there has been an all-in and a call and there is no further action for that hand on that table, those cards will remain face down until action is completed on the remaining tables.
- 3.21 Verbal affirmations as to the content of a player's hand are not binding.
- 3.22 A player who exposes their hand during a round of play will not have their hand folded but may incur a Penalty as determined by The Star Sydney.
- 3.23 The Tournament Supervisor may, acting reasonably, alter or amend these Tournament Conditions, including the prize pool, on reasonable notice to registered Players and in accordance with the Rules of the Game.

4. TOURNAMENT CHIPS

- 4.1 The order of wagering will be in accordance with Rules of the Game.
- 4.2 Any player removing Tournament chips from the table other than as permitted by these Tournament Conditions will be disqualified from the relevant Tournament and excluded from any further poker tournaments at The Star.
- 4.3 A player shall not lend or borrow Tournament chips at any time nor exchange Tournament chips with any other player.
- 4.4 Each player is required to display in clear view of other players and table supervisors, all Tournament chips held at any one time and those chips must be stacked in denomination. The dealer or supervisor may direct that a player's chips be

arranged such that the total value of those chips may be determined. Concealing, pocketing or otherwise hiding chips during Tournament play will result in immediate and irrevocable disqualification. No disqualified player shall be entitled to a refund of any Buy-in or Fee and they will not be entitled to retain the value of any Tournament chips in their possession at the time of disqualification.

- 4.5 From time to time, the Tournament Supervisor will substitute higher denomination Tournament chips for a player's Tournament chips of lower denominations determined by The Star Sydney. To the extent that the player's lower denomination chips fail to evenly amount to the value of a new higher denomination chip (respectively, "Odd Chips", "New Chip"), a "Chip Race" will proceed as follows:
 - 4.5.1 The total value of all Odd Chips on the table is tallied.
 - 4.5.2 As many New Chips as together wholly equate to the value of the Odd Chip tally are set aside for play and as many of the Odd Chips as equate to the value of those New Chips are removed from play.
 - 4.5.3 If the value of the remaining Odd Chips (if any) equates to less than 50% of the value of a single New Chip, those Odd Chips are removed from play and no further New Chips are set aside for play. If the value of the remaining Odd Chips equates to 50% or more of the value of a single New Chip, a single New Chip is set aside for play and those remaining Odd Chips are removed from play (e.g. totals of \$150 and \$175 of \$25 denomination Tournament chips would equal 2 x \$100 New Chips for the Chip Race).
 - 4.5.4 A "**Race-off**" is conducted to award the New Chips to players who possessed Odd Chips. Starting at the first seating position to the left of the dealer, the dealer will deal cards to players on the relevant table face-up. Each player will be dealt a number of cards corresponding to the number of Odd Chips they possess.
 - 4.5.5 The player with the highest card value receives a New Chip and in sequence each player with the next highest card value receives a New Chip until there are no further New Chips in the Race-off. If 2 or more players have the same value card and there is one New Chip left an additional card will be dealt to each of these players (and this process will continue as many times as necessary until one player receives a higher value card than the other player/s).
 - 4.5.6 Each player may receive a maximum of one New Chip in any given Chip Race.
 - 4.5.7 If, following a Race-off, a player has no chips of any denomination, that player will receive a single chip of the lowest denomination in play.
 - 4.5.8 If after a Race-off is completed, a player still has chips of a removed denomination, they will be exchanged for current denominations only at equal value. Chips of removed denominations that do not fully total at least the smallest denomination in play will be removed without compensation.
- 4.6 At the conclusion of each Tournament, each player must return all Tournament chips in their possession to a representative of the Promoter which shall be counted by the Promoter's staff to determine that their total number and value is equal to the number and value of Tournament chips issued to be used for that Tournament.

5. WAGERS

- 5.1 All wagers must be made with Tournament chips.
- 5.2 At the commencement of the tournament, each player will receive their starting stack.
- 5.3 Blind levels will increment with each level in accordance with the Blind Structure. The Tournament Supervisor may amend the blind structure at their discretion, providing all players are advised prior to the commencement of the next level in which the blinds are to be increased and no wagers have been placed or cards dealt prior to such announcement. Any increase to the blinds will follow the order as set in the Blind Structure, though may not necessarily progress to the maximum.
- 5.4 There is no maximum limit to the size or number of raises permitted in each round of play. The minimum raise must not be lower than the Big Blind and must not be less than any previous bet or raise in the betting round, except where a player goes all-in.
- 5.5 If a player lacks sufficient chips for a blind, the player is still entitled to go all-in with their remaining table stake. Where a Big Blind Ante is in play, the ante will be posted before the blind.
- 5.6 It is each player's responsibility to determine the correct amount of an opponent's bet before calling, regardless of what is stated by the dealer or other players. If a player requests a count for the amount to call but receives incorrect

information from the dealer or other players, then places that amount in the pot, the player is assumed to accept the full correct action and is subject to the correct bet or all-in amount and will be obligated to meet any shortfall.

6. TIME RESTRICTION

Entrants must act in a timely manner to maintain a reasonable pace of the game. If in the Tournament Supervisor's judgement reasonable time has passed, the Tournament Supervisor may call the clock or approve a clock request by any other player in the Tournament. Players must be at their seats to call for the clock. A player on the clock has a limit of 40 seconds to act. If the player faces a bet and time expires, their hand is deemed folded; if not facing a bet, their hand is checked. All wagers made by that player will remain in the pot.

7. PRIZES

- 7.1 The number of prizes will be determined by the number of Buy-ins including re-entries with a Sydney Champs \$5K High Roller entry valued at \$5,000 awarded for every \$5,000 in the prize pool. Any remaining pool will be awarded as a single prize to the next placegetter in accordance with section 7.2. Any seats won in a satellite are transferrable to other players at the player's responsibility.
 - 7.1.1 A player who accumulates the required amount of tournament chips of 120,000 equivalent to 10 starting stacks ("The Milestone") or more will instantly be awarded one (1) Tournament Entry. Upon verification from the tournament supervisor that the player has achieved the Milestone, the player will cease play and the total of their chips will be removed from play. A player can only win one Tournament Entry per Milestone Satellite.
 - 7.1.2 The Tournament will conclude when the number of players remaining is equal to the number of prizes generated based on the satellite prize pool, less the number of players who have previously won the prize by reaching the Milestone. Any Satellite prize pool funds remaining will be paid as a single prize.
 - 7.1.3 While the tournament staff will make the best effort to identify players as they achieve the Milestone, it is the responsibility of each individual player to notify the dealer or Tournament Supervisor when they have reached the required amount in tournament chips.
 - 7.1.4 A player who is dealt into a subsequent hand after achieving the Milestone will be required to complete the hand prior to being awarded the Tournament Prize. If, at the completion of the additional hand, an player's chip total falls below the Milestone they are not eligible to receive the Tournament Milestone Prize until their chip total is once again equal to or greater than the required amount.
 - 7.1.5 A Tournament Supervisor must be called to verify the tournament chip count of a player who is making a claim for a Tournament Milestone Prize. Players may request that a Tournament Supervisor count their stack at any time between hands.
 - 7.1.6 A player who assists another in counting their chip stack or notifying them that they have reached the Milestone is not in breach of the rules.
- 7.2 To support the prevention of money laundering and terrorism financing activities, The Star Sydney will honour all monetary prizes by cash to the winner, by electronic funds transfer to the winner or by a combination of these payment options (at the winner's election and in compliance with NSW ICM 12.7). The Star Sydney will not permit prizes to be transferred or redeemed or exchanged for cash.
- 7.3 Players may unanimously decide to share or chop the prize money once the stage of a Tournament is reached where all remaining players have qualified for a prize payout as per the Pay Table below (a "**Chop**"). To implement a Chop, all remaining players must agree in writing on the amount each player will receive of the remaining prize pool amount. If all remaining players do not agree to a Chop, the Tournament will continue without a Chop on that Tournament Day.
- 7.4 Where two or more all-in players who would have been eligible for a place in a Tournament are eliminated in the same round of play:

- 7.4.1 If the players are eliminated from different tables, the placing/placings shall be equally shared among those players.
- 7.4.2 If the players are on the same table, then the order of placings will be determined by the table stake with the player/players with the largest table stake prior to the start of the hand being declared the higher placegetter. If relevant players had the same value table stake at the start of the hand then a draw of cards will determine the order of placings. Commencing with the player on the immediate left of the designated player and in a clockwise direction, the dealer will deal one card face down to each player. Players will turn their cards face up and the player holding the highest card will be declared the winner. If two or more players hold an equal value card, further card(s) will be dealt to those players until a winner is decided. Aces will be counted as high.
- 7.5 In the event of an Invalid Entry, if the Invalid Entrant would have won a prize the placings of prize winners will be adjusted to account for the exclusion of the Invalid Entry and any forfeited or returned prize will be re-awarded in accordance with these Tournament Conditions.

8. IMAGE, LIKENESS AND RELEASE

By entering a Tournament, each player acknowledges and agrees to the following and the Promoter, its related entities and any of their contractors or partners may rely on the following at any time:

- 8.1 the Promoter and its representatives may take still and/or moving images of players, and may use, edit and broadcast such images and likeness, and the player's name, for reasonable promotional purposes of the Promoter, its related entities and any of their contractors or partners, without any further consent, payment or compensation;
- 8.2 the results including placings and prize pool winnings may be shared with poker media and poker database websites that collate tournament results;
- 8.3 the player will comply at all times with the Promoter's reasonable directions, including removing or covering up any clothing that, in the opinion of the Promoter, in any way promotes or refers to an interactive gambling service, including any online casino or online poker operator.

9. PLAYER CONDUCT DURING A ROUND OF PLAY

- 9.1. Players seated at a table at which a round of play has not concluded must not:
 - 9.1.1. talk on a phone/device at the table;
 - 9.1.2. permit a phone or device to play ring tones, music, or videos which are disturbing to other players;
 - 9.1.3. use betting apps or charts or other devices, tools, photography, videography or communication to create a nuisance, delay the game or create a competitive advantage for any player;
 - 9.1.4. obtain or seek the advice or assistance of other players, bystanders or the Promoter when making decisions about their play (i.e. "one player to a hand");
 - 9.1.5. place non Tournament chips on the table, other than placing a maximum of one clearly marked non Tournament chip on the table for use as a card protector;
 - 9.1.6. alter, supplement or tamper with the whole or part of any chips on any table, except pursuant to an authorised re-entry;
 - 9.1.7. disclose or reveal a folded hand;
 - 9.1.8. miscall a hand;
 - 9.1.9. weaken or forfeit their own prospects in a round of play in order to benefit themselves or any other player (i.e. "chip dumping");
 - 9.1.10. refrain from competing against any other player for the purpose of benefiting any player (i.e. "soft play");
 - 9.1.11. advise, criticise or otherwise comment on play;
 - 9.1.12. leave their seat when they are required to act;
 - 9.1.13. fail to provide a compulsory ante, blind or minimum bet;
 - 9.1.14. attempt to increase table stakes other than as expressly permitted in these Tournament Conditions and the Rules of the Game; or

9.1.15. deliberately hide or conceal Tournament chips.

10. PLAYER CONDUCT AT ALL TIMES DURING A TOURNAMENT

- 10.1. At all times during a Tournament, a player must not carry or otherwise remove any Tournament chips from a table unless:
 - 10.1.1. the player is following the Promoter's express instructions to take a seating position at a different table; or
 - 10.1.2. the Tournament Supervisor (i.e. not merely any representative of the Promoter) expressly authorises the player to do so for the purpose of balancing and breaking the Tournament tables.
- 10.2. Under the above circumstances a chip tray (rack) must be used to transfer the Tournament chips.
- 10.3. All Tournament chips are and remain the property of the Promoter.
- 10.4. At all times during a Tournament, players must not:
 - 10.4.1. offer unsolicited advice to any player or players participating in a round;
 - 10.4.2. ask the dealer to reveal the cards that would have come if a player had decided to play their hand (i.e. "rabbit hunt");
 - 10.4.3. behave unlawfully;
 - 10.4.4. abuse other players or the Promoter or otherwise behave disruptively, anti-socially or in such a manner as to bring any player, the Promoter or any Tournament into disrepute;
 - 10.4.5. engage in collusive activity relating to the Tournament;
 - 10.4.6. speak any language other than English during a round of play;
 - 10.4.7. display anything, including advertising material or a thing forming part of their apparel, that the Promoter reasonably regards as offensive or otherwise inappropriate;
 - 10.4.8. without limiting clauses 8.3 or 10.4.7, display any logo pursuant to a sponsorship arrangement that has not been notified to and approved by the Promoter; or
 - 10.4.9. avoid paying a blind when moving from a broken table.

11. INVESTIGATIONS AND PENALTIES

- 11.1. The Promoter may undertake any lawful act to investigate whether these Tournament Conditions, the Rules of the Game or any law has been contravened by any player or bystander in relation to a Tournament. For the avoidance of doubt, the Promoter may count a player's chips or read any unexposed cards.
- 11.2. It is a condition of a player's ongoing entitlement (if any) to participate in any Tournament that the player complies with any obligations contained in these Tournament Conditions. Subject to the express provisions of these Tournament Conditions and the Rules of the Game and without limiting the Promoter's other rights or remedies, the Promoter may respond to the player's failure to comply with these Tournament Conditions by imposing a range of penalties ("Penalties") on the player, including penalties that have effect retrospectively.
- 11.3. The Penalties that the Promoter may impose pursuant to clause 11.2 include immediate disqualification from any one or more Tournaments, which includes the forfeiture of all Tournament chips, Buy-ins, Fees and prizes (or entitlements to them).
- 11.4. The Promoter may also impose Penalties from the following range of Penalties. The penalised player's blinds, antes and forced bets will be forfeited for:
 - 11.4.1. one round;
 - 11.4.2. 2 rounds;
 - 11.4.3. 3 rounds;
 - 11.4.4. 4 rounds; or
 - 11.4.5. 10 minutes.

In the case of clauses 11.4.1 to 11.4.4, the forfeiture remains in effect until the dealer button returns to the same position it was in when the Penalty was imposed after the applicable number of rounds has passed.

- 11.5. To the extent that circumstances arise for which these Tournament Conditions or the Rules of the Game make no provision or in relation to which the relevant provisions of these Tournament Conditions or the Rules of the Game are unclear, the Promoter acting reasonably may:
 - 11.5.1. make a decision regarding those circumstances which is not inconsistent with these Tournament Conditions or the Rules of the Game; and/or
 - 11.5.2. postpone any Tournament or any Tournament Session to a time and place which will allow the Tournament or the Tournament Session to be conducted in accordance with all Tournament Conditions other than those Tournament Conditions which specify the time and place of the Tournament or Tournament Session.
- 11.6. In the event of any dispute relating to these Tournament Conditions or the Rules of the Game, the decision of the Tournament Supervisor will be final and the game will not proceed until the dispute is settled. If a player is not satisfied with a decision of the Promoter relating to the conduct of gaming, the player may lodge a complaint with an inspector under section 33 of the *Gaming and Liquor Administration Act 2007* (NSW).
- 11.7. Nothing in these Tournament Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 11.8. Subject to the previous paragraph, the Promoter and the agencies and companies associated with the Tournaments are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with any Tournament or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 11.9. Without limiting clause 11.7, the Promoter and the agencies and companies associated with any Tournament are not liable for:
 - 11.9.1. any loss of, damage to or delay in delivery of prizes; or
 - 11.9.2. any damage that occurs to prizes if/when displayed at the Promoter's premises,
 - to the extent those things are due to factors outside the Promoter's reasonable control.

12. GENERAL TERMS AND CONDITIONS

- 12.1. In these Tournament Conditions:
 - 12.1.1. all monetary values are expressed in Australian currency;
 - 12.1.2. words used in the singular do not exclude the plural, and vice versa; and
 - 12.1.3. the word "including" and any similar words are not words of limitation.
- 12.2. Each Tournament will be conducted by the Tournament Supervisor in accordance with these Tournament Conditions and the Rules of the Game for Poker at The Star Sydney (the "Rules of the Game"). A copy of the Rules of the Game can be found at <u>https://www.star.com.au/sydney/casino/rules-of-games</u>. These Tournament Conditions incorporate and must be read together with the Rules of the Game. By entering a Tournament, you accept these Tournament Conditions. In the event of any inconsistency between these Tournament Conditions and the Rules of the Game, the Rules of the Game prevail.
- 12.3. The Star Club Terms and Conditions also apply to members of The Star Club. A copy can be found at https://www.thestarclub.com.au/terms-conditions.
- 12.4. Your entry must be received when specified above and is subject to the entry limits and eligibility requirements stated in these Tournament Conditions. Your entry is deemed to be received only when received by the Promoter. If your entry is based on participation that is deemed invalid, or if your membership status is cancelled or otherwise amended so that you are no longer an Eligible Entrant, your entry into the Tournament will be deemed invalid.

- 12.5. If you enter using multiple aliases/addresses/email addresses/phone numbers you may be disqualified.
- 12.6. If you or your entry are deemed by the Promoter to breach these Tournament Conditions, your entry (or at the Promoter's discretion, all of your entries if you have multiple entries) will be voided.
- 12.7. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 12.8. You must not:
 - 12.8.1. tamper with any Tournament's entry process;
 - 12.8.2. engage in any conduct that may jeopardise the fair and proper conduct of any Tournament;
 - 12.8.3. act in a disruptive, annoying, threatening, abusive or harassing manner directly or indirectly in relation to any Tournament;
 - 12.8.4. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with any Tournament;
 - 12.8.5. breach any law; or
 - 12.8.6. behave in a way that is otherwise inappropriate directly or indirectly in relation to any Tournament.
- 12.9. The Promoter is not liable for entries, prize claims or correspondence that are, due to factors outside its reasonable control, misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 12.10. The Promoter may cancel or change any prize offered under any Tournament if there are any changes to the law which would or might render the Tournament or any prize offered under the Tournament unlawful.
- 12.11. The prize values are correct as at the date of preparing these Tournament Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by any regulatory authority.
- 12.12. If the Promoter determines that the integrity of any Tournament has been compromised it may, subject to notifying the relevant regulatory authority, either postpone the Tournament or any Tournament Session until such a time as the integrity of the Tournament has been validated or cancel the Tournament or any compromised Tournament Session.
- 12.13. If any Tournament cannot run as planned for any reason beyond the Promoter's control, including but not limited to: act of god, law, public health order, pandemic, software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the Tournament or any Tournament Session or disqualify affected entries/entrants, subject to any necessary approval by a regulatory authority.
- 12.14. The Promoter may in any event cancel any Tournament without liability. In that case the Promoter will refund all Buy-ins and Fees in respect of any Tournament that is cancelled.
- 12.15. The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes any Tournament results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 12.16. A copy of these Tournament Conditions can be obtained from the Registration Desk at The Star Sydney and from The Star Club desk.
- 12.17. The Promoter needs to collect the personal information of each entrant so that the entrant can be entered into a Tournament. The Promoter will use entrants' personal information to conduct and manage the Tournament. The Promoter may disclose entrants' personal information to its related companies, agents and contractors to assist in conducting the Tournament and to communicate with entrants. The Privacy Policy of The Star Group http://www.starentertainmentgroup.com.au/privacy-policy includes information about:

- 12.17.1. the purposes for which The Star Group, including the Promoter, may collect, store, use and disclose entrants' personal information;
- 12.17.2. how entrants can seek access to the personal information the Promoter holds about them and request changes to it; and
- 12.17.3. how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.
- 12.18. The Promoter may disclose your personal information, including details of prize winners where required or authorised to do so by or under law or the disclosure is reasonably necessary to enforce the law. This may occur under the laws that apply to the Promoter's business, for example, where a regulatory authority requests information from the Promoter.
- 12.19. The laws of the state of New South Wales govern each Tournament.