

**Australian Turf Club Limited
(ABN 81 148 157 288) (“ATC”)**

**#FunOffTrack
 (“Competition”)**

TERMS AND CONDITIONS

1. The promoter of the Competition is the Australian Turf Club Limited (ABN 81 148 157 288) of Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, telephone: +61 2 9663 8400 (**Promoter**).

2. The Competition is a game of skill not chance. The Competition will be judged by representatives of the Australian Turf Club (**Panel**).

3. Rules on how to enter the Competition form part of these Terms and Conditions of entry. The Rules can be found at <https://www.australianurfclub.com.au/funofftrack/promotions> (Website). By entering the Competition or accepting a prize, entrants agree to be bound by these Terms and Conditions.

4. The Competition will be conducted between 7am-3pm on:

- a. Fujitsu General George Main Stakes Day, 18 September 2021
- b. Golden Rose Day, 25 September 2021
- c. TAB Epsom Day, 2 October 2021
- d. Moet and Chandon Spring Champion Stakes Day, 9 October 2021
- e. Everest Day, 16 October 2021
- f. City Tattersalls Club Cup Day, 23 October 2021
- g. Golden Eagle Day, 30 October 2021
- h. Bentley Cup Day, 2 November 2021
- i. Golden Gift Ladies Day, 6 November 2021

5. In order to enter the Competition, entrants must upload a photo or video on social media showing how they are celebrating the raceday with the hashtag #FunOffTrack between 7.00am-3.00pm. Entrants will be disqualified if they submit a previous photo, or the same photo across multiple race days.

6. There will be one winner selected on each of the nine racedays outlined in Clause 4.

7. By entering our competition, entrants agree to have their photo or video possibly displayed on Channel 7's raceday broadcast, ATC social media, on course digital displays and 7 Racing social media at the Promoters discretion.

8. Entrants will be judged according to the guidelines;

- a. Photo or video shows entrant celebrating the races
- b. Photo or video incorporates creativity, fun and individuality
- c. Photo or video taken on the relevant race day

(Judging Guidelines).

9. Should the entrants not meet the judging guidelines, they will not be eligible as a winner.

10. To enter entrants must be 18 years of age or more each race day and a resident of Australia. Proof of age must be provided when claiming the major prize.

11. Entry to the Competition will be refused or an entrant disqualified if an entrant does not comply with these Terms and Conditions. The ATC reserves the right to verify the validity of

entries and disqualify any entrant for tampering, or attempting to tamper with the entry process.

12. At the close of registration each race day (3.00pm), entries will be assessed by judging panel. The winner will be announced on social media. They will then be directly notified via social media direct message.

13. The prizes in the Competition for the Winners (9) with a total retail prize value of \$4883 are:

- (a) Fujitsu General George Main Stakes Day
 - a. ATC Thoroughbred Hamper, valued at \$225
- (b) Golden Rose Day
 - a. XXXX Prize Pack inclusive of case of XXXX Gold, case of XXXX dry, towel, esky and shirt, valued at \$423
- (c) TAB Epsom Day
 - a. Dyson Corrale Straightener, valued at \$699
- (d) Moet and Chandon Spring Champion Stakes Day
 - a. Moet and Chandon Gift Pack (Inc. 1 x bottle of Moet & Chandon, 2 x Moet & Chandon gold goblets, 1 x Moet & Chandon gold stopper). Valued at \$150
- (e) Everest Day
 - a. ATC Carnival Hospitality - Grandview for 4x (subject to availability). Valued at \$1240
- (f) City Tattersalls Club Cup Day
 - a. Jo Malone London Duo inclusive of 1x English Pear and Freesia 30ml Cologne and 1x Wood Sage and Sea Salt 30ml Cologne. Valued at \$212
- (g) Golden Eagle Day
 - a. ATC Carnival Hospitality - Ascot for 4x (subject to availability). Valued at \$600
 - b. XXXX Prize Pack inclusive of case of XXXX Gold, case of XXXX dry, towel, esky and shirt, valued at \$423
- (h) Bentley Cup Day
 - a. Dyson Corrale Straightener, valued at \$699
- (i) Golden Gift Ladies Day
 - a. Jo Malone London Duo inclusive of 1x English Pear and Freesia 30ml Cologne and 1x Wood Sage and Sea Salt 30ml Cologne. Valued at \$212

14. Prize values are correct as at the date of printing. The Promoter accepts no responsibility for change in prize value between the date of printing and the ultimate date on which the prize is taken. All prizes must be taken as offered. Prizes cannot be transferred, exchanged or redeemed for cash and may not be on-sold.

15. If a prize is unavailable for any reason, or not able to be delivered due to location, the ATC may substitute a prize of equivalent value.

16. Staff and their immediate families of the ATC are not eligible to enter the Competition.

17. Winners must respond to the ATC by Monday 8 November 2021.

18. In the event an element of the prize is cancelled or postponed for any reason, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the prize.

19. Entry details and the photo or videos submitted can be used for further promotion by the Promoter. Entrants' personal information provided in connection with this Competition will be handed by the Promoter in accordance with the Promoter's Privacy Policy, which is available at <http://www.australianurfclub.com.au>. The personal information collected is collected for the purposes of facilitating the conduct of the Competition and awarding the prizes and for future promotional, marketing and publicity purposes. The Promoter may enter all personal

information provided in relation to the Competition and other related documentation into a database. An entrants' personal information will only be used by or disclosed to the Promoter and its related bodies corporate, agents and contractors and sponsors for these purposes. The entrant may opt out of receiving future publicity, marketing and promotional material, by contacting the ATC.

20. Entrants agree that their names and images may be used by the ATC, its sponsors and other third parties for future promotional, marketing and publicity purposes.
21. Each winner of the Competition grants the Promoter a perpetual and non-exclusive licence to use the photos or videos entered into the Competition in all media worldwide and the winners and runners up will not be entitled to any fee for such use.
22. In entering the Competition the entrant accepts these terms and conditions, and agrees that neither the ATC nor the Competition's sponsors nor any of their personnel are liable for any costs, loss, damage or injury arising directly or indirectly from entry into the Competition.
23. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. The Promoter and its related bodies corporate, their officers, employees, agents and sponsors will not be liable for any loss, damage, costs or personal injury whatsoever (including but not limited to direct, indirect and consequential loss, or loss of profit or any other economic loss) suffered or sustained by any person or property, by reason of any act of omission, deliberate or negligent, in connection with the Competition, the promotion and advertising of the Competition or accepting or the use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
24. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this Competition.
25. Independent financial advice should be sought as tax implications may arise as a result of accepting the prizes.
26. The Promoter's decision and the Panel's decision in relation to any aspect of the Competition is final and binding. No correspondence will be entered into.
27. These Terms and Conditions are governed by the laws of New South Wales and entrants agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
28. The Promoter may vary these Terms and Conditions at its discretion, subject to state government legislation.

Correct as 10/09/2021