



Terms & Conditions

2023 Nursery Best Site Promotion – Social Media Competition

Promotion Schedule:

A. Promoter	Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031 (Promoter).
B. Promotion:	2023 Melbourne Cup Carnival The Nursery Best Site Promotion at Flemington Racecourse, 448 Epsom Road, Flemington, Victoria (the Venue).
C. Events:	<p>There are four (4) events:</p> <ul style="list-style-type: none">• Penfolds Victoria Derby Day, Saturday 4 November at the Venue• Lexus Melbourne Cup Day, Tuesday 7 November at the Venue• Kennedy Oaks Day, Thursday 9 November 2023 at the Venue• TABChampions Stakes Day, Saturday 11 November 2023 at the Venue; <p>(each of the above are an Event)</p>
D. Eligible Entrants	An eligible Entrant must be aged 18 years and over during the Promotion Period, be the Site Holder of a Reserved Car Park in The Nursery on one or more of the dates/events listed in Section C and have an active Instagram account.
E. Promotion Period	<p>Event 1: Penfolds Victoria Derby Day, Saturday 4 November Entries Open: 7:30am AEDT Entries Close: 1:00pm AEDT</p> <p>Event 2: Lexus Melbourne Cup Day, Tuesday 7 November Entries Open: 7:30am AEDT Entries Close: 1:00pm AEDT</p> <p>Event 3: Kennedy Oaks Day, Thursday 9 November Entries Open: 8:30am AEDT Entries Close: 1:00pm AEDT</p> <p>Event 4: TAB Champions Stakes Day, Saturday 11 November Entries Open: 8:30am AEDT Entries Close: 1:00pm AEDT</p>
F. How to Enter:	<p>To enter, an Eligible Entrant must, during the Promotion Period:</p> <ul style="list-style-type: none">• Follow @flemingtonvrc on Instagram• Their personal Instagram account must be set to public• Post a photo of their decorated Nursery site to their personal Instagram account using one of the following competition hashtags #BestSiteDerbyDay #BestSiteCupDay #BestSiteOaksDay #BestSiteStakesDay (competition hashtag will vary depending on Event they have attended) (Selected Images)• Tag @flemingtonvrc in their post <p>This promotion is in no way sponsored, endorsed administered by or associated with Instagram.</p>
G. Winner Selection	<ul style="list-style-type: none">• The winner will be selected based on decoration, creativity and styling of their Nursery Car Park site.• The sites will be judged impartially by @flemingtonvrc judges



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	<ul style="list-style-type: none">• Winners will be announced via @flemingtonvrc and contacted via Instagram direct message on the day of the event after 1PM.• @flemingtonvrc will also contact the winner by commenting on the winning entry post to notify them they are the winner of the competition• VRC Staff will be in direct contact with the site holder on the day of the event to deliver the prize to the winning site holder/s.
H. Prizes:	<ul style="list-style-type: none">• The Prize for the winning site holder of each Event is 1 x \$500 TAB voucher. <p>Total value of Prize Pool - \$2,000.00 (inc. GST)</p>
I. Redraw (if unclaimed):	If the winning entrant/s do not claim their prize, the prize will be awarded to the next eligible entrant ('alternate winner') on Saturday 11 November at 4pm at 448 Epsom Road, Flemington VIC 3031.



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Promotion Terms:

1. These Promotion Terms and the Promotion Schedule provide information on prizes and how to participate and together form the Terms and Conditions of Entry. By participating in this Promotion, you agree to be bound by these Terms and Conditions of Entry and the Racing Rewards Terms and Conditions that apply to this Promotion, located at www.vrc.net.au/terms-conditions.
2. To the extent of any inconsistency between the Promotion Terms and the Promotion Schedule, the terms of the Promotion Schedule will prevail.
3. The Promoter is Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031 ("**Promoter**").
4. Entry is only open to Eligible Entrants as described at Item D ("**Eligible Entrants**"). Employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting this Promotion (and any individuals so involved) are ineligible, as are members of their immediate families and households.
5. To enter the Promotion, Eligible Entrants must follow the instructions detailed under Item F. Only one (1) entry per Eligible Entrant is allowed.
6. Incomplete, inaccurate, illegible, or photocopied entries will be deemed invalid. The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or submits inaccurate details.
7. The Promoter will notify the winning entrant (the "**Prize Winner**") by commenting on the winning entrants Instagram post on the day of the event post 1PM, and via direct message on Instagram. If the Prize Winner is not able to be contacted, does not claim the prize within 2 hours of being notified, is ineligible to claim the prize, the Promoter at its discretion, and in accordance with Item I (where applicable), award the unclaimed prize to the next eligible entrant (the "alternate winner"). If an alternate winner is awarded and that alternate winner is not able to be contacted or does not claim the Prize within 2 hours, the Promoter, in its sole discretion, will forfeit the Prize and no substitute will be offered. Winners of the prize(s) are determined by criteria set out in Item G. If the prize is not available for collection at the Event, the prize will be delivered to or collected by the prize winner by the date agreed between the prize winner and the Promoter.
8. The Prize will be awarded to the person who is named as the site holder of the reserved carpark. The Promoter reserves the right to require the Prize Winner to provide proof of age, identity, and residency. Identification considered suitable for verification is at the discretion of the Promoter and the Promoter reserves the right to disqualify any person who fails to provide the required information or provides false information.
9. The Promoter may upload an assortment of Selected Images of chosen Entrants along with their first name during the Competition Period, at the Promoters' discretion. By entering the Competition, the Entrant acknowledges and agrees that all copyright and intellectual property in the Selected Images belongs, or is assigned, to the Promoter and that the Promoter will have the exclusive right to use, reproduce, broadcast, transmit, distribute, exploit, publish (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), edit, alter or otherwise change the Selected Images for the purposes above, without compensation.
10. The Promoters reserve the right to not upload or remove any Entrant's Selected Images in their absolute discretion, including if, in the opinion of either Promoter, the Selected Images include objectionable content, profanity or are potentially insulting, inflammatory or defamatory.
11. The Promoter reserves the right to refuse to allow a Prize Winner to take part in any or all aspects of the Prize, if the Promoter determines in their absolute discretion, that a Prize Winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize.
12. It is a condition of accepting the Prize that a Prize Winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).



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13. Once a prize has been claimed by the Prize Winner and has been collected from the Event, or if arranged between the Promoter and the Prize Winner, has been delivered or collected from the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
14. The total maximum prize value is the recommended retail price (RRP) correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of prize occurring between the printing date and date the Prize is claimed. All prize values are in Australian dollars. Prizes are not transferable, exchangeable, or redeemable for cash.
15. Where the prize involves attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, at the Promoter's discretion, the relevant winner (and their companion(s), if applicable) forfeit all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize. If the event is varied or postponed, the Promoter, where reasonable, will attempt to vary arrangements to allow the winner (and their companion(s), if applicable) to attend the varied or postponed event, unless doing so would involve additional costs to the Promoter.
16. If the Prize involves a Tabcorp voucher, the voucher is supplied by Tabcorp Holdings Limited and is subject to Tabcorp Conditions of Use, located at <http://www.tab.com.au>. Tabcorp supports responsible gambling and the award of a Tabcorp voucher as a prize is not intended to induce, suggest or imply that the prize winner should open a betting account, that winning will be a definite outcome of participating in gambling activities or that participation in gambling activities is likely to improve the winner's financial prospects. By participating in this Promotion, each participant acknowledges and agrees that this Promotion is in no way sponsored, endorsed or administered, or associated with, Tabcorp Holdings Limited or its related bodies corporate (**Tabcorp**) and fully releases Tabcorp from any and all liability attaching to this Promotion.
17. Prize Winners are advised that tax implications may arise as a result of accepting their prize. The Promoter is not responsible for such tax implications and prize winners should seek independent financial advice where necessary.
18. If it is specified that a prize must be taken on a specific date or during a specific time frame and the Prize Winner is unavailable or unable to partake in the prize during such periods, that prize will be forfeited in full, and no substitute prize or compensation will be offered.
19. All ancillary costs and expenses (including transfers, transport accommodation, insurance, food, beverages, entertainment, and spending money) in taking such prizes are the responsibility of the Prize Winner (unless expressly stated).
20. By accepting their Prize, each Prize Winner acknowledges and consents to participating in promotional activities relating to the Prize which may include promotional photograph shoots and media interviews. The Promoter may use all photographs and recorded interviews, including the Prize Winner's image, voice, name and other details, without restriction and without further reward or recourse to the prize winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
21. The entrant warrant and represent that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks, or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
22. The Promoter collects personal information from entrants to facilitate the Promotion. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the entrant may not be eligible to participate in the Promotion. The Promoter will handle personal information disclosed by the entrant in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the terms of its privacy policy.



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located at <http://www.vrc.com.au/privacy-policy/>. Where applicable, if the entrant has “opt-ed in”, the entrant agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes, including the sending of electronic messages. Entrants may access the information that the Promoter holds about them, request to “opt-out” of any future communications or make a complaint about a breach of the Australian Privacy Principles or a registered privacy code that binds the Promoter by contacting the Promoter’s Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031.

23. The Promoter will not send, allow to be sent, or assist in the sending of one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act, use or distribute any software designed to harvest email addresses or otherwise breach the Spam Act or the Spam Regulations 2004 (Cth).
24. The Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems, or traffic congestion on the internet or at any website, or any combination thereof.
25. If for any reason this Promotion or the Event is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify, or suspend the Promotion and invalidate any affected entries and no refund, cash, or alternative tickets will be substituted for failure for the Promotion or Event to run.
26. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself (including any negative encounter experienced by the prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by the third party to meet any of its obligations in Terms and Conditions of Entry or otherwise.
27. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) in connection with this Promotion, or for personal injury suffered or sustained as a result of receiving or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
28. To the fullest extent permitted by law, the entrant releases and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the prizes) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the prizes).
29. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions of Entry.
30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
31. The Promoter’s decision is final, and no correspondence or communication will be entered into.
32. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify, or suspend the promotion or suspend, substitute, or modify a prize, subject to any written directions from a relevant regulatory authority.



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