



TERMS AND CONDITIONS

2021/2022 MEMBER RENEWAL MEGA DRAW PROMOTION

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over who are current VRC Members in one of the following categories: Life, Pre-79, Full, Restricted, Young or Provisional ("**Eligible Entrants**").
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Entries into the promotion open on 14 July 2021 and close at 11:59PM AEST on 15 September 2021 ("**Promotional Period**").
5. To receive an automatic entry into the draw, Eligible Entrants must renew their VRC Membership for the 2021-2022 racing season by completing one of the following steps during the Promotional Period:
 - Log into the VRC Membership online portal at <https://webstore.flemington.com.au/member/users/login>; or
 - Pay their membership through the VRC Customer Service team by calling 1300 727 575 or emailing customerservice@vrc.net.au.

Alternatively, if an Eligible Entrant has signed up to the Automatic Annual Renewal (Direct Debit) and paid for their VRC Membership Renewal in full during the Promotional Period or the Eligible Entrant is signed up to the Automatic Renewal Instalment Payment Plan and pay the first instalment during the Promotional Period, the Eligible Entrant will receive an entry into the draw.

6. Only one (1) entry is permitted per person.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.



10. The draw will take place at Victoria Racing Club, 448 Epsom Road, Flemington VIC 3031 on 2 October 2021 at 2:00pm AEST, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone and email within two (2) business days of the draw. Winners will be published on <https://www.flemington.com.au/member-renewal-mega-draw> from 2 October 2021. In addition, winners may also be announced at the TAB Turnbull Stakes Day on 2 October 2021.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win a Lexus UX 250h 2WD F Sport, Automatic, Hybrid + Enhancement Pack 2, valued at \$74,052 drive away. Enhancement pack 2 includes Moon Roof, 13 speaker Mark Levinson audio system including a 20xm subwoofer, Head-Up Display, Panoramic View Monitor and Smart Key Card. Also included is a Lexus Encore Platinum membership valued at \$6,000. Encore Benefits apply on new and demonstrator vehicles sold on or after 01/01/2020 for a 3-year period from the date the vehicle is first registered. Encore is first activated by the Dealership. Inclusions may change without notice. Subject to availability. For full Encore Benefits T&Cs and details see your Lexus Dealer or lexus.com.au/encore. Total prize value is up to AU\$80,052 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, in its absolute discretion, accommodate the winner's colour preference (excluding metallic options), subject to availability. The winner must collect the prize from an authorised Lexus dealership.
13. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
14. The next ten (10) valid entries drawn will each win a Penfold's lunch for the winner and one (1) guest to be hosted by the Promoter in Melbourne, VIC during the Autumn Carnival 2022 valued at up to \$1,994.80. For removal of doubt, the winner's guest does not need to be a VRC Member. The exact time, date and location of the lunch will be determined by the Promoter in agreement with a winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the time, date and location of the lunch. Winners are responsible for their own travel to and from the lunch. Spending money and all other ancillary costs are not included.
15. The next ten (10) valid entries drawn will each win a \$1,000 cash prize. The cash prize will be awarded via EFT. Winners are responsible for providing full and accurate bank account details. The Promoter will not be responsible for a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.
16. 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.

17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is up to \$110,000. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. A draw for any unclaimed prizes may take place on 4 January 2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and email within two (2) business days of the draw and their names will be published on <http://flemington.com.au/season-renewal-mega-draw> from 4 January 2022.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or



equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) use/taking of a prize; or (g) attendance at a prize event.

26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.flemington.com.au/footer-links/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
27. The Promoter is Victoria Racing Club Limited (ABN 32 119 214 078) of 448 Epsom Road, Flemington VIC 3031 telephone 1300 727 575.

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