

“GIDDY UP SWEEPS 2022” PROMOTION

TERMS AND CONDITIONS

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.
3. Employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting the Promotion that are associated with the Promoter (and any individuals so involved) are ineligible, as are members of their immediate families and households.
4. Entries into the promotion open on 19 October 2022 and close at 1:00PM AEDST on 1 November 2022 (“**Promotional Period**”). All times are as applicable in Victoria.
5. To be eligible to enter, individuals must visit giddyupflemington.com.au and register an account during the Promotional Period. As part of the registration process, individuals will be required to confirm that they are aged 18 years or over and if applicable, enter their Victoria Racing Club (“**VRC**”) membership number. Only individuals who are financial members for the 2021/22 and/or 2022/23 racing season which includes full, life, pre 79, young, young restricted, restricted, absentee full, absentee pre 79, and absentee (“**Eligible VRC Members**”) are eligible to participate in the Eligible VRC Members only portion of this promotion.
6. **All entrants:** To enter, individuals must log into their giddyupflemington.com.au account, select the sweeps competition from the main page and accept these Terms and Conditions before 1:00PM AEDST on 1 November 2022. Upon completing these steps, individuals will automatically be allocated a horse racing in the Lexus Melbourne Cup on 1 November 2022 at random, and notified of their allocation via email on the event day. Individuals who have been allocated a horse that finishes in first place, second place or third place will receive an automatic entry into the relevant draw. For removal of doubt, individuals whose horse do not finish in the top three places will not receive an entry into a draw.
7. **Eligible VRC Members:** Eligible VRC Members will have the opportunity to receive entries into an additional draw. To receive an entry into the additional draw, Eligible VRC Members must log into their giddyupflemington.com.au account, select the sweeps competition and accept these Terms and Conditions during the Promotional Period. Upon completing these steps, Eligible VRC Members will automatically be allocated a horse racing in the Lexus Melbourne Cup on 1 November 2022 at random, and notified of their allocation via email on the event day. Eligible VRC Members who have been allocated a horse that, according to Official Placings, finishes in first place, second place or third place in each of the events will receive an automatic entry into the relevant draw. Eligible VRC Members who have been allocated a horse that does not finish in the top three places will not receive any entries into a draw.
8. In the event that the feature race or particular event is cancelled, abandoned, not completed or not conducted for any reason and/or a result is not officially declared within three (3) days of the date the race or event was originally scheduled to take place, individuals will not be allocated a new horse and will not receive any entries into the relevant draw.

9. In the event that an individual's allocated horse is scratched before the jump of the race, the individual will be allocated that horse's emergency replacement. In the event that an individual's allocated horse is scratched without an emergency replacement, does not finish the race or is disqualified for whatever reason before the of jump of the race, the individual will not receive a replacement horse and will not receive any entries into the relevant draw.
10. Only one (1) entry is permitted per person except for Eligible VRC Members who may receive one (1) entry into each of the Lexus Melbourne Cup draws depending on where their allocated horses finish.
11. 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.
12. Incomplete or indecipherable entries will be deemed invalid.
13. 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.
14. The Promoter's decision is final and no correspondence will be entered into.
15. **All entrants:** individuals who are allocated a horse that, according to Official Placings, finishes in first place, second place or third place at the Lexus Melbourne Cup will receive an entry into the relevant draw. Entries will be divided into three (3) groups: first placed, second placed and third placed horse of the Lexus Melbourne Cup. The first valid entry drawn from the first-place draw will win a cash prize valued at \$30,000. The first valid entry drawn from the second-place draw will win a cash prize valued at \$15,000. The first valid entry drawn from the third-place draw will win a cash prize valued at \$5,000.
16. **Eligible VRC Members only:** Eligible VRC Members who are allocated a horse that, according to Official Placings, finishes in first place, second place or third place at the Lexus Melbourne Cup, will receive entry into the relevant draw. The first valid entry drawn from the first-place draw for the Lexus Melbourne Cup will win a cash prize valued at \$10,000. The first valid entry drawn from the second-place draw for the Lexus Melbourne Cup will win a cash prize valued at \$5,000. The first valid entry drawn from the third-place draw for the Lexus Melbourne Cup will win a cash prize valued at \$1,000.
17. For removal of doubt, all placings will be in accordance with Official Placings and not real-time placings.
18. All draws will take place at Anisimoff Legal, Suite 5 210 Central Coast Highway, Erina NSW 2250 on 10 November 2022 at 9:00AM AEDST, in the presence of an independent scrutineer where required. 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.vrc.com.au/giddyup/terms-and-conditions/> from 17 November 2022.

19. Cash prize will be awarded in the form of an EFT payment. Winners are responsible for providing full and accurate bank account details to the Promoter. The Promoter will not be responsible for a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.
20. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize at/by the time stipulated by the Promoter, then the prize will be forfeited.
21. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable unless otherwise specified.
23. Total prize pool value is \$66,000.
24. A draw for any unclaimed prizes may take place on 10 February 2023 at 2:00PM AEDST at the same place as the original draws, 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 <https://www.flemington.com.au/footer-links/terms-and-conditions> on 17 February 2023.
25. 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.
26. 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.
27. 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.
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. 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.

30. 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) if the any event or race is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of or taking of a prize.
31. 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.
32. The Promoter is Victoria Racing Club Limited (ABN 32 119 214 078) of 448 Epsom Road, Flemington VIC 3031, telephone 03 8378 0888 ("**Promoter**").

NSW Authority No. TP/00136. ACT Permit No. TP22/02043