



**Auction Terms & Conditions**  
**Love Letter to Racing, Saturday 5 March 2022**

1. Information on this auction and how to participate forms part of these terms and conditions. By placing a bid in the auction (**Auction**) you agree to be bound by these Terms and Conditions and any terms dictated by the auctioneer.
2. Entry is only open to individuals aged 18 years and over in attendance at the Ross Stevenson's "Love Letter to Racing" at Australian Guineas Day on Saturday 5 March 2022 at Flemington Racecourse (the **Event**).
3. The promoter of the Auction is **Australian Childhood Foundation** (ACN 057 044 514) (the **Charity**) of 675 Victoria Street, Abbotsford VIC 3067.
4. Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031 (**VRC**) is managing the Auction on behalf of the Charity and is not responsible for any errors or omissions or for any warranties or guarantees either explicit or implied herein including the quality, safety, or legality of any aspect of the Auction Item, the truth or accuracy of the details of the Auction Item or the ability to provide the Auction Item.
5. This is a charity auction and the Charity will directly receive the proceeds of the Auction to be applied for charitable purposes. The Charity is registered as a charity with the Australian Charities and Not-for-profits Commission.
6. The items for sale (**Auction Item/s**) are:
  - a) **A Premium Group 1 Race Day Experience at Flemington Racecourse for 6 people:** You and 5 friends are invited to a day out at Flemington Racecourse including a table of 6 in Flemington prestigious restaurant the Byerley featuring an all-inclusive lunch and premium beverage package. You and your guests will also be treated to a money can't buy experience where you will be escorted to the Mounting Yard to watch the feature race from the iconic Kennedy Clock Tower. This item can be redeemed on your choice either Sofitel Girls Day out or TAB Turnbull Stakes Day and is valued at over \$3,000.
  - b) **Love Letter to Racing Lunch at Ging Thai Restaurant for four people:** You and three friends are invited to share an intimate lunch at Crown favourite Ging Thai Restaurant, where you will be joined by Ross Stevenson and guests from today's panel. This lunch is subject to availability and valued at \$1,500 for food and beverage.
  - c) **Microflite and Mornington Hot Springs Experience for 2 people:** Embark on an exclusive helicopter flight to the award-winning Peninsula Hot Springs. Restore and rejuvenate your senses in the Spa Dreaming Centre nestled in a tranquil forest environment. Enjoy soothing geo-thermal bathing, a 60-minute relaxation massage, and an indulgent lunch. Revive the body and revitalise the mind with Microflight. Tour includes exclusive return flights from Melbourne City to Moonah Links Golf Course, return gold buggy transfer from Moonah Links Golf Course to Peninsula Hot Springs. A la carte lunch at the Spa Dreaming Centre (main meal + drink) 60-minute relaxation massage and towel, robe and locker hire. This experience is to the value of \$3,775.
  - d) **A City of Melbourne Experience:** Enjoy a day out for yourself and three guests with four tickets to see Baz Luhrmann's revolutionary film come to life on stage at Moulin Rouge! The Musical! Yourself and one guest will have the opportunity to enjoy two nights stay in a Prestige Suite at Sofitel Melbourne on Collins with breakfast and Club Sofitel access included and a voucher for dinner for two in No35 Restaurant. This amazing prize is valued at \$3,000.
  - e) **A Mitchelton Escape Package for two:** Enjoy accommodation at Mitchelton Winery in Nagambie including accommodation for two nights, 3 course lunch or dinner at Muse plus a bottle of Mitchelton Estate Wine and a personal tour of the Indigenous Art Gallery. This item is valued at approximately \$2,000.
7. All elements of the Auction Items are subject to availability and must be used by the dates stated in item 6 above.



8. The starting bid for each Auction Item is \$1,000.
9. Bidding will commence on stage during the Event at approximately 3:45pm and continue until the auctioneer determines, in their expert opinion that no further bids by any other person will be made for the Auction Items (**Bidding Period**).
10. Each Auction Item will be sold to the highest bidder (**Auction Winner**) at the conclusion of the Bidding Period and payment is due immediately to the Charity at the Event. A representative of the Charity will make contact with Auction Winner in person upon conclusion of the Bidding Period to obtain their details and arrange payment by cash or credit card.
11. The Auction Items are non-refundable and not transferable, exchangeable or redeemable for cash.
12. The decision of the Charity and the VRC is final regarding any aspect of the Auction and the Charity and the VRC, at their discretion, reserve the right to reject any bid or cancel any bids. No correspondence or communication will be entered into regarding any rejected or cancelled bids, or regarding the Auction Winner.
13. If an element of any of the Auction Items becomes unavailable for reasons beyond the Charity's control, the Charity may substitute with an element of equal or greater value.
14. All elements of the Auction Items are subject to availability at the time of booking and the supplier's condition of use.
15. Any additional booking requirements (including additional guests), will be at the discretion of the supplier and at the Auction Winner's expense.
16. All ancillary costs and expenses (including travel, accommodation, additional, food, beverages, entertainment and spending money) in using the Auction Item will be the responsibility of the Auction Winner (unless expressly stated).
17. Bidders acknowledge that purchase of any of the Auction Items cannot be claimed as a tax deduction through the Australian Tax Office which sets out that a gift is a voluntary transfer of money or property that the donor receives no material benefit or advantage for. Accordingly, tax implications may arise from purchase of the Auction Item and bidders should seek independent financial advice prior to acceptance of any of the Auction Items.
18. The Charity and the VRC accept no responsibility for bids that are not clearly visible or audible to the auctioneer. The bidder is responsible for their own bid and it is not the responsibility of the Charity and the VRC or any third party to ensure that a person has successfully placed a bid on the Auction Items.
19. If for any reason this Auction is not capable of running as planned, the Charity and the VRC may in its sole discretion cancel, terminate, modify or suspend the Auction and invalidate any affected bids.
20. The Charity reserves the right to require the Auction Winner to provide proof of age, identity and residency. Identification considered suitable for verification is at the discretion of the Charity and the Charity reserves the right to refuse to provide the Auction Item to any person who fails to provide the required information or provides false information.
21. It is a condition of accepting the Auction Item that the Auction Winner may be required to sign a legal release as determined by the Charity or the VRC in their discretion, prior to receiving the Auction Item.
22. To the extent of any inconsistency, the terms and conditions of the Auction Item supplier will prevail over these terms and conditions. The Charity and the VRC accept no responsibility or liability for any delay or failure by the third party to deliver any element of any of the Auction Items, any delay or failure relating to the Auction Item itself or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.
23. The Auction Winners acknowledges and consents to participating in promotional activities relating to the Auction Item which may include promotional photograph shoots and media interviews. The Charity and the VRC may use all photographs and recorded interviews, including the winner's image, voice, name and other details, without restriction and without further reward or recourse to the winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
24. Personal information collected during the Auction may be used for the purposes of conducting the Auction. The Charity and the VRC will handle personal information disclosed by the bidder in



accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth), and the terms of their privacy policies. If the information requested is not provided, the bidder or the Auction Winner may not participate in the Auction or collect the Auction Item. Bidder's personal information may also be provided to third parties (including the Auction Item suppliers) for the purpose of administering this Auction or providing any element of the Auction Item.

25. The Charity and the VRC 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 Auction, or for personal injury suffered or sustained as a result of receiving or using any element of any of the Auction Items, except that the Charity will be responsible for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).