

## **“GIDDY UP TIPPING – NEW YEAR’S DAY RACE DAY 01/01/2023” PROMOTION**

### **TERMS AND CONDITIONS**

#### **ELIGIBILITY AND ENTRY REQUIREMENTS**

1. Entry is only open to Australian residents aged 18 years or over.
2. 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.
3. Entries into the promotion open on 48 hours prior to the first race and close five (5) minutes prior to the jump of the last race on 01/01/23 (“**Promotional Period**”). All times are as applicable in VIC.
4. To be eligible to enter, entrants must visit [giddyupflemington.com.au](http://giddyupflemington.com.au) and register an account during the Promotional Period. As part of the registration process, entrants 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 entrants who are financial members for the 2022/23 racing season which includes full, life, pre 79, provisional restricted, absentee full, absentee pre 79, absentee restricted and absentee provisional (“**Eligible VRC Members**”) are eligible for the VRC members prizes as outlined in clause 16 below.
5. To make a tip, entrants must:
  - Log onto their [giddyupflemington.com.au](http://giddyupflemington.com.au) account;
  - Select the tipping promotion from the main page;
  - Accept these Terms and Conditions; and then
  - Submit their tips for one or more races before the closing date and time (as outlined below).

All tips must be submitted at least five (5) minutes before the jump of each race for each particular event (as outlined in the table below). Entrants can amend their tips at any time prior to tipping for each race closing.

While entrants can register at any time during the Promotional Period, they will only be able to enter the promotion, submit tips and earn points for the races/events taking place after the time they register.

- ~~6.~~ Entrants can make tips for any race taking place on **NEW YEAR’S DAY RACE DAY**. For removal of doubt, entrants can submit a tip for more than one race on **NEW YEAR’S DAY RACE DAY**.
7. The following limits on entry are applicable:
  - Only one (1) account registration is permitted per person;
  - Each registered account can only be used by one (1) person (i.e. the person whose details appear on the registration); and
  - Only one (1) tip is permitted per race.

### **POINT ALLOCATION**

8. To collect points, entrants must submit a tip on which horse they think will finish in first place i.e., winning position. Entrants will be awarded points if their tipped horse finishes in first place, second place or third place. Points will be determined based on the TAB opening fixed market odds of their tipped horse as provided to the Promoter. Entrants will be allocated the TAB opening fixed market odds multiplied by 10. For example, if the opening fixed market odds of a correctly tipped horse paying is \$1.10 then the individual will receive 11 points, if a horse paying is \$101 then the individual will be awarded 1010 points, and so on. The points allocation for each horse, if it is successful, will be displayed at the point at which entrants make their tip.
9. In the event that an event or race in a 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 event/race was originally scheduled to take place, the event/race will be considered void, and no points or prizes will be awarded for that event/race.
10. In the event that an entrant's tipped horse does not compete in, or fails to finish or is disqualified from a particular race for any reason, they will be awarded zero (0) points for that race.
11. In the event that an entrant does not submit tips for a particular race, they will be awarded zero (0) points for that race.

### **SELECTION OF WINNERS**

12. The entrant with the most points at the end of each event will be selected as a winner for that event ("**Event Prize Winner**").
13. In the event of a tie between two (2) or more entrants, the winner will be selected according to who (of the tied entrants) submitted their last tip first in time. If determining the Event Prize Winner, the winner will be determined based on who submitted their tip in the last race of that event first in time. If only one (1) entrant of the tied entrants made a tip in that last race, that person is the winner. If none of the tied entrants made a tip in the last race of the last event, the same process is applied to the second last race of the last event and so on until a winner is selected.
14. Entrants will be divided into two (2) groups: all entrants and Eligible VRC Members. For removal of doubt, Eligible VRC Members are eligible to all prizes in the prize pool whereas non-Eligible VRC Members are only eligible for the prizes as specified in clauses 15 below.

### **NEW YEAR'S DAY RACE DAY TIPPING – PRIZES**

15. The Event Prize Winner out of all entrants will each be awarded a TCL 55" QLED Google TV valued at \$1,499.
16. The Event Prize Winners out of the Eligible VRC Members will each be awarded \$200 for First, \$100 for second, and \$50 for third, to be loaded on their VRC membership card.

## **GENERAL TERMS AND CONDITIONS**

17. Information on how to enter, eligibility and entry requirements, selection of winners, point allocation and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
18. 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.
19. Incomplete or indecipherable entries will be deemed invalid.
20. 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.
21. Total prize pool value is \$1,849.
22. Winners will be notified via email and will have their names published at <https://www.vrc.com.au/giddyup/terms-and-conditions> from 05/01/2023.
23. The Promoter's decision is final and no correspondence will be entered into.
24. Subject to the unclaimed prize draw clause, if for any reason the winner does not take 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.
25. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
26. Prizes, or any unused portion of a prize, are not transferable or exchangeable unless otherwise specified.
27. If any winner fails to claim a prize by 5:00PM AEDST on 30/04/2023 the prize will be forfeited.
28. 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.
29. 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.
30. 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.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. 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.
33. 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.

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.vrc.com.au/about-vrc/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.

34. The Promoter is Victoria Racing Club Limited (ABN 32 119 214 078) of 448 Epsom Road, Flemington VIC 3031, telephone 03 8378 0888). ("**Promoter**")