

“GIDDY UP CUP WEEK TIPPING 2022” 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 19 October 2022 and close five (5) minutes prior to the jump of the last race on 5 November 2022 (“**Promotional Period**”). All times are as applicable in VIC.
4. To be eligible to enter, entrants must visit 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 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 for the VRC members prizes as outlined in clause 17 below.
5. To make a tip, entrants must:
 - Log onto their 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) prior to each event of the Cup Week Tipping.

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 at the four (4) events outlined in the table below. For removal of doubt, entrants can submit a tip for more than one race at a particular event subject to entry limits in clause 7 below. Event dates may be subject to change (for reasons outside the reasonable control of the Promoter):

Event	Event Date
Melbourne Cup Carnival Tipping	
Penfolds Victoria Derby Day	29 October 2022
Lexus Melbourne Cup Day	1 November 2022
Kennedy Oaks Day	3 November 2022
TAB Champions Stakes Day	5 November 2022

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 particular 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 top three (3) entrants with the most points at the end of each event will be selected as a winner for that event ("**Event Prize Winners**").
13. The entrant with the most accumulative points from the Cup Week Tipping (i.e. combination of points collected through all races and events of Cup Week Tipping), will win the major prize ("**Overall Cup Week Winner**").
14. 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. For clarity, if determining the Major Prize Winner, the winner will be determined based on who submitted their tip in the last race of the last event in the Cup Week Tipping 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.
15. 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 16 and 18 below.

CUP WEEK TIPPING – PRIZES

MCC Giddy Up Tipping							
		Lexus Melbourne Cup	Penfolds Victoria Derby	Kennedy Oaks	Champion Stakes	Cup Week Overall Winner	TOTALS
Public	First	\$5,000	\$5,000	\$5,000	\$5,000	\$10,000	\$30,000
	Second	\$2,000	\$2,000	\$2,000	\$2,000		\$8,000
	Third	\$1,000	\$1,000	\$1,000	\$1,000		\$4,000
Member bonus	First	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
	Second	\$500	\$500	\$500	\$500		\$2,000
	Third	\$250	\$250	\$250	\$250		\$1,000
							\$50,000

16. The Event Prize Winner out of all entrants with the highest amount of points will be awarded a cash prize valued at \$5,000. The Event Prize Winner with the second highest amount of points will be awarded a cash prize valued at \$2,000. The Event Prize Winner with the third highest amount of points will be awarded a cash prize valued at \$1,000. The Overall Cup Week Winner out of all entrants will be awarded a cash prize valued at \$10,000.
17. The Event Prize Winner out of the Eligible VRC Members with the highest amount of points will be awarded a cash prize valued at \$1,000. The Event Prize Winner out of the Eligible VRC Members with the second highest amount of points will be awarded a cash prize valued at \$500. The Event Prize Winner out of the Eligible VRC Members with the third highest amount of points will be awarded a cash prize valued at \$250. The Overall Cup Week Prize Winner out of the Eligible VRC Members will be awarded a cash prize valued at \$1,000.
18. For the avoidance of doubt, if any Event Prize Winner or Overall Cup Winner is an Eligible VRC Member, they will be eligible to receive both prizes as outlined in clauses 16 and 17 above. If any Event Prize Winner or Overall Cup Winner is NOT an Eligible VRC Member, the prizes in clause 17 will be awarded to the Eligible VRC Member who ranks highest out of all Eligible VRC Members as set out in clause 17 above.

GENERAL TERMS AND CONDITIONS

19. 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.
20. 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.
21. Incomplete or indecipherable entries will be deemed invalid.
22. 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.

23. 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.
24. Total prize pool value is \$50,000
25. Winners will be notified via email and telephone and will have their names published at <https://www.vrc.com.au/giddyup/terms-and-conditions> from 10 November 2022
26. The Promoter's decision is final and no correspondence will be entered into.
27. 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.
28. If any winner fails to claim a prize by 5:00PM AEDST on 10 January 2023 the prize will be forfeited, and another winner will be selected. Any unclaimed prize(s) will be awarded to the entrant(s) with the second highest number of points for the prize in question. For example, if the Event Prize Winner of the Penfolds Victoria Derby Day does not claim their prize by the time and date specified above, then the entrant with second highest number of points for the Penfolds Victoria Derby Day will be selected as the unclaimed prize winner of that prize. In the event of a tie between two (2) or more entrants for any prize, the tie will be resolved via the method as outlined in clause 14 above. The selection of unclaimed prize winners will take place at the Promoter's office at 2:00PM AEDST on 30 March 2023. Winners, if any, will be notified by email and telephone within two (2) business days of being selected and their names will be published on <https://www.vrc.com.au/giddyup/terms-and-conditions> from 4 April 2023.
29. 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.
30. 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.
31. 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.
32. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
33. 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.

34. 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.
35. 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.
36. The Promoter is Victoria Racing Club Limited (ABN 32 119 214 078) of 448 Epsom Road, Flemington VIC 3031, telephone 03 8378 0888). ("**Promoter**")

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