



# Terms & Conditions

## VRC Members Flemington Facebook Quiz Promotion

### Promotion Schedule:

<b>A. Promotion:</b>	VRC Members 2021 Private Facebook Group Quiz Competition
<b>B. Events:</b>	Spring Classics Preview Race Day, Wednesday, 22 <sup>th</sup> September 2021
<b>C. Eligible Entrants</b>	<p>Victoria Racing Club financial members who are Australian residents and aged 18 years and over as at the date of the first Event.</p> <p>An Eligible Entrant must be:</p> <ul style="list-style-type: none"><li>• Be a part of the private VRC Members Facebook Group;</li><li>• Reply to the Victoria Racing Clubs post on the event day and correctly answer one of the three questions throughout the day within the 30 minute time period; and</li><li>• Fully paid (financial member) for the 20/21 racing season.</li></ul> <p>For the avoidance of doubt, there is no limit on the number of entries that an Eligible Entrant may enter, although only one prize can be one by each entrant per race day.</p>
<b>D. Promotion Period</b>	<p><b>Entries Open:</b> 1:00pm Wednesday, 22 September 2021</p> <p><b>Entries Close:</b> 5:00pm Wednesday, 22 September 2021</p>
<b>E. How to Enter:</b>	<p>During the Promotion Period, Eligible Entrants must enter the promotion by responding to Victoria Racing Clubs post in the VRC Members Facebook Group within a 30 minute period of it going live.</p> <p>For the avoidance of doubt, each Eligible Entrant may only enter once by providing one answer to the best of their ability in the comments.</p> <p>The questions will be posted on the VRC Members Facebook Page at random throughout the Promotion Period on the hour throughout the race day.</p> <p>For the avoidance of doubt, there is no limit on the number of entries that an Eligible Entrant may enter, but they can only enter once per post (question).</p> <p>The Promoter will automatically enter all Eligible Entrants into the draw for all Prizes for which they are eligible to win, multiple entries can be made but only one (1) prize will be drawn to each member in the Promoter's discretion.</p>
<b>F. Draw Details:</b>	<p>The Promoter will select the five (5) Major Prize Winners after the 30 minute period has been completed since the post of the Promotion to the VRC Members Facebook Group.</p> <p>Answers will be determined by the Promoter, in its absolute discretion. The Promoter's decision is final and binding on every Entrant and no correspondence will be entered into.</p> <p>The selected Major Prize Winners, as selected by the Promoter will be notified by the Promoter, on or before Friday 24 September 2021.</p>
<b>G. Prize/s:</b>	<p>The Major Prize Winners (5) of the Promotion will receive one of the following Prizes, in the Promoter's absolute discretion:</p> <p>3 x \$100 Myer Voucher Total prize is valued at \$100 and is subject to change (subject to expiration date on the voucher).</p> <p>2 x \$100 TAB Voucher Total prize valued at \$100. Voucher expires six months after the issue date, and no refunds will be given if the voucher expires.</p>
<b>1. Redraw (if unclaimed):</b>	If any of the prizes are left unclaimed by 5:00pm Monday 27 <sup>th</sup> September 2021 (AEDT), the prize will awarded to the next placed Eligible Entrant, as determined by the Promoter in their absolute discretion.



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### Promotion Terms:

1. These Promotion Terms and the Promotion Schedule provide information on prizes and how to participate and together form the Terms and Conditions of Entry. By participating in this Promotion you agree to be bound by these Terms and Conditions of Entry and the Racing Rewards Terms and Conditions that apply to this Promotion, located at <http://www.flemington.com.au/terms-conditions>.
2. To the extent of any inconsistency between the Promotion Terms and the Promotion Schedule, the terms of the Promotion Schedule will prevail.
3. The Promoter is Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031.
4. Entry is only open to Eligible Entrants as described at Item C ("Eligible Entrants", "entrant"). Employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting this Promotion (and any individuals so involved) are ineligible, as are members of their immediate families and households.
5. To enter the Promotion, Eligible Entrants must follow the instructions detailed under Item E. Multiple entries per Eligible Entrant is allowed, yet only one prize can be won.
6. Incomplete, inaccurate, illegible or photocopied entries will be deemed invalid. The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or submits inaccurate details.
7. The Promoter will notify the winning entrant (**the prize winner**) via phone and in writing, and the details of the winner of any prize over \$1,000 will be published on the flemington.com.au website for a period of 28 days from the date of the draw. If the prize winner is not able to be contacted, does not claim the Prize within 28 days of the prize draw or is ineligible to claim the Prize pursuant to clause 6, the Promoter at its discretion, will redraw the Prize in accordance with Item H (where applicable), and award the unclaimed prize to the next eligible entrant (the "alternate winner"). If an alternate winner is drawn and that alternate winner is not able to be contacted, or does not claim the Prize within 7 days of the redraw, the Promoter, in its sole discretion, will forfeit the Prize and no substitute will be offered. Winners of the drawn prize(s) are determined by chance. Skill plays no part in determining the winner. If the prize is not available for collection at the Event, the prize will be delivered to or collected by the prize winner by the date agreed between the prize winner and the Promoter.
8. The Prize will be awarded to the person named in the entry. The Promoter reserves the right to require the prize winner to provide proof of age, identity and residency. Identification considered suitable for verification is at the discretion of the Promoter and the Promoter reserves the right to disqualify any person who fails to provide the required information or provides false information.
9. The Promoter reserves the right to refuse to allow a prize winner to take part in any or all aspects of the Prize, if the Promoter determines in their absolute discretion, that a prize winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize.
10. It is a condition of accepting the Prize that a prize winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).
11. Once a prize has been claimed by the prize winner and has been collected from the Event, or if arranged between the Promoter and the prize winner, has been delivered or collected from the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
12. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. To the extent of any inconsistency, the terms and conditions of



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the prize supplier will prevail over these Terms and Conditions of Entry.

13. The total maximum prize value is the recommended retail price (RRP) correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of prize occurring between the printing date and date the Prize is claimed. All prize values are in Australian dollars. Prizes are not transferable, exchangeable or redeemable for cash.
14. If a Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the lottery authorities.
15. Prize winners are advised that tax implications may arise as a result of accepting their prize. The Promoter is not responsible for such tax implications and prize winners should seek independent financial advice where necessary.
16. Unless otherwise specified, if a prize includes a travel, accommodation or an experience component (including such as tickets to an event or amusement), that prize will be valid for one year from the date of the draw or/ by the date specified on the voucher or other document recording the entitlement to the prize and are subject to the terms and conditions of the prize supplier.
17. Redemption of travel, accommodation and experience prizes are subject to availability at the time of booking and any additional ticketing requirements are at the expense of the prize winner.
18. If it is specified that a prize must be taken on a specific date or during a specific time frame and the prize winner is unavailable or unable to partake in the prize during such periods, that prize will be forfeited in full and no substitute prize or compensation will be offered. In these circumstances, the Promoter may, at its sole discretion, redraw that prize.
19. All ancillary costs and expenses (including transfers, transport accommodation, insurance, food, beverages, entertainment and spending money) in taking such prizes are the responsibility of the prize winner (unless expressly stated).
20. When taking travel prizes, it is the responsibility and expense of the prize winner and their guests to ensure that prior to travelling, their personal documentation (including but not limited to passports, visas etc) is valid, they have undertaken any required health checks and/or immunisations and they have checked for travel warnings and any perceived hazards with appropriate authorities. Any expenses incurred as a result of not meeting such requirements are the sole responsibility of the prize winner and their guest.
21. Where a prize includes food and beverage vouchers, the food and beverage vouchers are valid for use at Flemington Racecourse on the date specified on the voucher and only until all permanent food and beverage outlets close. Food and beverage vouchers are able to be redeemed at all permanent food and beverage outlets only. Food and beverage vouchers are not redeemable for cash. Each food and beverage voucher must be used in one transaction and no change will be given.
22. Where the prize includes liquor, the Promoter supports the responsible service of alcohol, and may at its sole discretion refuse to award any alcohol-related prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol, or if the Promoter determines in their absolute discretion, that the winning entrant is not in the physical or mental condition necessary to be able to safely participate in or accept the prize.
23. Where the prize is a Myer Gift Card, these Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia. Gift Cards are treated like cash. Lost or stolen Gift Cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire three years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. For full terms of use and full details concerning



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- applicable exclusions, visit [www.myer.com.au](http://www.myer.com.au) or call 1300 398 226.
24. Where a prize is a Tabcorp voucher, the voucher is supplied by Tabcorp Holdings Limited and is subject to Tabcorp Conditions of Use, located at <http://www.tab.com.au>. Tabcorp supports responsible gambling and the award of a Tabcorp voucher as a prize is not intended to induce, suggest or imply that the prize winner should open a betting account, that winning will be a definite outcome of participating in gambling activities or that participation in gambling activities is likely to improve the winner's financial prospects. By participating in this Promotion, each participant acknowledges and agrees that this Promotion is in no way sponsored, endorsed or administered, or associated with, Tabcorp Holdings Limited or its related bodies corporate and fully releases Tabcorp from any and all liability attaching to this Promotion.
  25. By accepting their Prize, each prize winner acknowledges and consents to participating in promotional activities relating to the Prize which may include promotional photograph shoots and media interviews. The Promoter may use all photographs and recorded interviews, including the prize winner's image, voice, name and other details, without restriction and without further reward or recourse to the prize winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
  26. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
  27. The Promoter collects personal information from entrants in order to facilitate the Promotion. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the entrant may not be eligible to participate in the Promotion. The Promoter will handle personal information disclosed by the entrant in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the terms of its privacy policy located at <http://www.flemington.com.au/privacy-policy/>. Where applicable, if the entrant has "opt-ed in", the entrant agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes, including the sending of electronic messages. Entrants may access the information that the Promoter holds about them, request to "opt-out" of any future communications or make a complaint about a breach of the Australian Privacy Principles or a registered privacy code that binds the Promoter by contacting the Promoter's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031.
  28. The Promoter will not send, allow to be sent, or assist in the sending of one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act, use or distribute any software designed to harvest email addresses or otherwise breach the Spam Act or the Spam Regulations 2004 (Cth).
  29. The Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof.
  30. If for any reason this Promotion or the Event is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries and no refund, cash, or alternative tickets will be substituted for failure for the Promotion or Event to run.
  31. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself (including any negative encounter experienced by the prize winner



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including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by the third party to meet any of its obligations in Terms and Conditions of Entry or otherwise.

32. The Promoter 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 Promotion, or for personal injury suffered or sustained as a result of receiving or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
33. To the fullest extent permitted by law, the entrant releases and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the prizes) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the prizes).
34. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions of Entry.
35. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
36. The Promoter's decision is final and no correspondence or communication will be entered into.