

**2021 MYER FASHIONS ON YOUR FRONT LAWN
NATIONAL COMPETITION AND NATIONAL FINAL - WOMEN'S RACEWEAR
TERMS AND CONDITIONS**
(current as at 17 September 2021)

ENTRY CONDITIONS

1. The competition is called "2021 Myer Fashions on your Front Lawn National Competition - Women's Racewear and corresponding 2021 Myer Fashions on your Front Lawn National Final – Women's Racewear" (**Competition or National Final**).
2. By participating in the Competition, the Entrants (as defined below) agree to observe and be bound by these terms and conditions, the Entrant Criteria (detailed below) (together the **Terms**). Separate terms and conditions apply for Entrants who enter the Competition. For the avoidance of doubt, people who are eligible for this Promotion (**Entrants**) must continue to act in accordance with the terms and conditions of the Competition.
3. Information on how to enter and on prizes form a part of these terms and conditions of entry. Entry into the Promotion is deemed to be acceptance of these terms and conditions. Included are the Terms and Conditions for Entrants who win through to the National Final.
4. The Promoters are Victoria Racing Club Limited ACN 119 144 078, 448 Epsom Rd, Flemington, VIC, 3031 (**VRC**) and Myer Pty Ltd ACN 004 143 239, Level 7, 800 Collins Street Docklands, VIC, 3008 (**Myer**) (collectively the **Promoter(s)**).
5. This is a digital Competition and the only physical attendance will be required as part of the Wildcard aspect (if permitted) of this Competition. The winner will be announced via a live cross with broadcast partner Network 10 on Kennedy Oaks Day, Thursday 4 November 2021 at a time confirmed by the Promoter closer to the date.
6. This is a game of skill. Chance plays no part in determining the winner.

ELIGIBILITY TO ENTER AND ELIGIBILITY CRITERIA

7. Entry and registration for the Competition is open to residents of Australia. The following persons are ineligible to enter the Competition: a) employees, directors, officers, management, contractors and other representatives of the Promoters, host race clubs, and organisations involved in, or sponsoring, or conducting the Competition or any other Myer Fashions on your Front Lawn or Myer Fashions on the Field event; b) individuals (including judges) involved in, or sponsoring, or conducting the Competition or any other Myer Fashions on your Front Lawn or Myer Fashions on the Field event; and c) immediate family members and households of any such persons.
8. People wanting to enter the Competition are ineligible to enter this Competition if they enter the 2021 Myer Fashions your Front Lawn Millinery Award and/or Emerging Designer Award competitions conducted during the 2021 Melbourne Cup Carnival, as a milliner or a designer. Similarly, any person who is in any way involved with, works as or otherwise works for an organisation or individual (including milliners or designers) that commercially produces fashion clothing, hats or similar for profit, and is deemed to receive an advantage through that position (at VRC's discretion), is also ineligible to enter any competitions associated with the 2021 Myer Fashions on your Front Lawn and Myer Fashions on the Field Women's Racewear competition. If a Entrant is participating in the Millinery Award and/or Emerging Designer Award as a model for a milliner or designer Entrant, no item of clothing, headwear or accessory worn in the Millinery Award and/or Emerging Designer Award may be worn in the Competition (and vice versa). Entrants may (at the absolute discretion of the Promoters) be disqualified from the Competition and any future Myer Fashions on your Front Lawn or Myer Fashions of the Field competitions if any such items are found to be used in both the Competition and the Millinery and/or Emerging Designer Award.
9. Entrants must not be dressed by or styled by a designer or milliner. Any Entrant found to be dressed by or styled by a designer or milliner will be automatically disqualified (at the Promoter's discretion).
10. Entrants must be 18 years of age or over on the day of the judging of the Competition. The Promoters may require proof of age to be provided at the time of registration.

11. Entrants who enter the 2021 Myer Fashions on your Front Lawn National Competition – Women’s Racewear are ineligible to enter the 2021 Myer Fashions on your Front Lawn National Competition – Men’s Racewear and vice versa.
12. Entrants may not enter the Competition on behalf of a third party, nor receive any payment or benefit from a third party for entering (or otherwise in connection with) the Competition.
13. The 2020 Myer Fashions on your Front Lawn National Finalists (defined in clause 33) are ineligible to enter the Competition.
14. The Winner of the 2020 National Final is ineligible to enter the Competition.
15. Each Winner of the current Competition will not be permitted to enter any Myer Fashions on your Front Lawn or Myer Fashions on the Field Women’s or Men’s Racewear competition in 2022.
16. The Competition will be conducted during the Competition Period (as defined below) by Entrants following the entry procedure noted below. All valid entries received will be accepted into the Competition.
17. Entry may be refused if an Entrant does not meet one or more of the Judging Criteria (identified below) or the Eligibility Criteria (identified in this section) or breaches these terms and conditions. Entrants are required to take full responsibility for their entry and for ensuring that their entry complies with these terms and conditions. Incomplete or illegible entries will be deemed invalid.
18. If an entry is invalid or if a Entrant is unable or refuses to take part in any element of this Competition, the Promoters reserve the right to discard that Entrant’s entry and proceed as if that Entrant had not entered the Competition.
19. If the Promoters become aware after a Entrant has won a Prize, that the Entrant has not complied with these terms and conditions or that their entry is otherwise invalid for any reason, that Entrant will have no entitlement to the Prize, even if the Promoters have announced them as a winner and that Entrant will be required, at the direction of the Promoters, to return, refund or otherwise make restitution of the Prize.
20. Unless expressly stated in these terms and conditions, all travel and accommodation expenses incurred by an Entrant in relation to the Competition are the sole responsibility of the Entrant.

ENTRY PROCEDURE FOR THE ENTRANTS

21. Entrants must enter the Competition between 9:00am on Saturday 11 September 2021 and 3.00pm Saturday 9 October 2021 if you reside in the Australian Capital Territory, Northern Territory, South Australia, Tasmania and Western Australia and between 9:00am on Saturday 11 September 2021 and 3.00pm on Saturday 16 October 2021 if you reside in New South Wales, Queensland and Victoria (**Competition Period**) in their chosen outfit to participate in the Competition.
22. The Competition is available for the states and territories of Victoria, New South Wales, South Australia, Tasmania, Queensland, Western Australia, Australian Capital Territory and the Northern Territory (**State(s)**). For the avoidance of doubt, a separate and distinct Competition will be conducted in each State and the winners of each State Competition will enter the National Final.
23. The Entrant must be a resident of their applicable State to be eligible participate in the Competition. Any Entrant that cannot prove that they are residents of their applicable State, the Promoter may, in its absolute discretion, remove the Entrant from the Competition.
24. To participate in the Competition, Entrants must submit a series of images of themselves wearing their race day outfit. Entrants must have appropriate headwear to complement their raceday outfit in order to enter. Entrants must attempt, where possible, to capture the images in an outdoor location and ensure that details of their outfits are captured.
25. Entrants may enter the Competition a maximum of four times only over the Competition Period, so long as the Entrant wears a different outfit in each entry. For the avoidance of doubt, a different outfit means different clothing, headwear and millinery, however, accessories such as: shoes, bags, jewellery and belts are able to be worn across different entries. If an Entrant enters more than four times, all entries after the fourth will be deemed void by the Promoter, and not valid entries into the Competition.

26. Entrants must then complete and submit an online entry form at **fashionsonyourfrontlawn.com.au** (**FOYFL Website**) along with three other images (**Selected Images**) that best portray the Entrant's outfit for judging. The Entrant must submit at least one full-length front on image as part of these three images. The Promoter may retouch the Selected Image to fit to required specifications.
27. The Promoters may upload an assortment of Selected Images of chosen Entrants along with their first name and details of their outfit onto the FOYFL Website during the Competition Period, at the Promoters' discretion.
28. The Promoters reserve the right to not upload or remove any Entrant's Selected Images in their absolute discretion, including if, in the opinion of either Promoter, the Selected Images include objectionable content, profanity or are potentially insulting, inflammatory or defamatory.
29. Any Entrant who tampers with the entry process or submits an entry (including any entry judged as a winning entry) that is not in accordance with these terms and conditions or who has in the opinion of the Promoters, engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoters, will be deemed ineligible to enter the Competition and their Selected Images will be removed from the FOYFL Website (if they have been uploaded by the Promoters).
30. All Entrants who have opted-in to entering the Competition will be judged by the Promoters' Representatives in accordance with the below Selection Criteria. All Entrants may be required to participate, in the Promoter's absolute discretion, in media opportunities including but not limited to, interviews, video recordings or any other medium as required by the Promoter.
31. Representatives of the Promoters will pick a selection of top Entrants (minimum of 5) for each State Competition based off the Selected Images. The top Entrants from each State Competition will then be judged by a panel of judges as determined by the Promoters, based off the Selected Images, in accordance with clauses 56 to 64 below.
32. By entering the Competition, each Entrant acknowledges that the Promoters will own the copyright in all photographs and Selected Images produced as part of the Competition, and may use such photographs or Selected Images as they see fit, including in any marketing, media or promotional materials.

ENTRY PROCEDURE FOR NATIONAL FINALIST

33. To be eligible to participate in the Competition, the Entrant's Selected Images must have been judged, and as a result, the Entrant named as the National Finalist for a State in the Competition (**National Finalist**) and acknowledge and agree to the following Entrant Criteria (**Entrant Criteria**):
 - a) National Finalists are not permitted to alter or add to their outfit in any way from the Competition until the end of the National Final.
34. Entry may be refused if a National Finalist does not meet the Entrant Criteria, which are available at the point of entering the National Competition, or by visiting the FOYFL Website.
35. National Finalists must not be dressed by or styled by a designer or milliner (regardless of whether that designer or milliner has entered the Emerging Designer Awards or Millinery Awards). Any National Finalist found to be dressed or styled by a designer or milliner will be automatically disqualified (at VRC's discretion).
36. Entrants must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoters, the Competition, any other Myer Fashions on your Front Lawn or Myer Fashions on the Field event or other Entrants or models at any time. If an Entrant is seen or heard to be doing so they will be immediately disqualified from the Competition and all other competitions run or promoted by the Promoter in 2021 and 2022.
37. Each National Finalist will not be permitted to enter any Myer Fashions on your Front Lawn or Myer Fashions on the Field competition in 2022.
38. All National Finalists may be required to participate, in the Promoter's absolute discretion, in media opportunities including but not limited to, interviews, video recordings or any other medium as required by the Promoter.
39. By entering the Competition, each National Finalist acknowledges that the Promoters will own the copyright in all photographs and Selected Images submitted as part of the National Competition and

produced as part of the Competition, and may use such photographs or Selected Images as they see fit, including in any marketing, media, broadcast or promotional materials.

ENTRY PROCEDURE WILDCARD

40. If permitted, a style spotter and a Promoter representative will be at Flemington Racecourse (both roaming and in a set location as advised by the Promoters) to determine, in the Promoter's absolute discretion, if any patrons should be entered into the Competition (**Wildcard Entrants**). The Promoter will take photographs of Wildcard Entrants on Saturday 30 October 2021 (Derby Day) and Tuesday 2 November 2021 (Melbourne Cup Day). To be eligible as a Wildcard Entrant you must be available on Wednesday 3 November 2021 to participate in media opportunities with the Promoter.
41. Entrants may only have their photographs taken and enter the Competition by completing an online entry form provided by the photographer and/or the Promoters. As part of the registration form, Entrants must agree to their photos being uploaded to the FOYFL Website at the discretion of the Promoters.
42. The photographer will photograph each Wildcard Entrant and the photographer will select three images in accordance with the brief provided by the Promoters (including photographs of the front and the back of the Entrant's outfit) and these will become that Wildcard Entrant's Selected Images. The photographer may retouch the Selected Images to fit to required specifications. Wildcard Entrants will not be shown the photographs at the time of them being taken, nor will Wildcard Entrants be allowed to choose the Selected Images themselves.
43. Each Wildcard Entrant will receive an email with a unique individual link to their Selected Images. Wildcard Entrants may share uploaded entries on certain social media platforms (including Facebook and Twitter), but cannot use the Selected Images for commercial purposes.
44. The Promoters may upload an assortment of Selected Images of chosen Wildcard Entrants along with their first name and details of their outfit onto the FOYFL Website the day of each Competition, at the Promoters' discretion.
45. The Promoters reserve the right to not upload or remove any Wildcard Entrant's Selected Images at their ultimate discretion, including if, in the opinion of either Promoter, the Selected Images include objectionable content, profanity or are potentially insulting, inflammatory or defamatory.
46. Any Wildcard Entrant who tampers with the entry process or submits an entry (including any entry judged as a winning entry) that is not in accordance with these Terms and Conditions or who has in the opinion of the Promoters, engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoters, will be deemed ineligible to enter the Competition and their Selected Images will be removed from the FOYFL Website (if they have been uploaded by the Promoters).
47. All Wildcard Entrants who have opted-in to entering the Competition will be judged by the Promoters' Representatives in accordance with the Selection Criteria.
48. Representatives of the Promoters will pick their top 5 Wildcard Entrants based off the Selected Images.
49. The representatives of the Promoter will only choose one winner from the Wildcard Entrants (**Wildcard Winner**).
50. By entering the Competition, each Wildcard Entrant acknowledges that the Promoters will own the copyright in all photographs and Selected Images produced as part of the Competition, and may use such photographs or Selected Images as they see fit, including in any marketing or promotional materials.
51. The Wildcard Winner will be required to be available on Wednesday 3 November 2021 for media related content to be photographed and filmed for purposes of broadcast content.
52. The Wildcard competition will only occur if patrons are permitted to attend Flemington Racecourse. If patrons are unable to attend Flemington Racecourse during the dates specified in clause 40, the Wildcard aspect of the Competition will not take place.

NO COMMERCIAL INVOLVEMENT

53. Neither Entrants nor their outfits are permitted to commercially promote a brand, store, or designer or any other commercial enterprise.

54. Entrants may have only entered the Competition and the National Final in their own private capacity and not on behalf of a third party, including any commercial enterprise, designer or milliner.
55. Entrants must not receive any payment or benefit from a third party (including any commercial enterprise) for entering, participating or otherwise in connection with, the Competition or National Final.

JUDGING OF THE COMPETITION AND NATIONAL FINAL

56. The selection criteria (**Selection Criteria**) for the Competition and the National Final is as follows:
 - a) Style and originality;
 - b) Appropriateness of the outfit for the 2021 Myer Fashions on your Front Lawn National Competition - Women's Racewear, the 2021 Melbourne Cup Carnival and the individual;
 - c) Attention to detail with accessories (eg. hat, flower etc);
 - d) Understanding and interpretation of the current fashion trends;
 - e) Grooming and deportment; and
 - f) Suitability of the outfit for the climate.
57. The Promoter will select the judging panel for the Competition and National Final and each Entrant and National Finalist will be judged based on the Selection Criteria (as interpreted by the judges in their absolute discretion).
58. The judges' decision is final and binding on every Entrant and National Finalist and no correspondence will be entered into.
59. In the event of a draw, the Promoter's adjudicator (a VRC representative) will determine the winner.
60. A National Finalist will be selected for each State based on the Selection Criteria, and will be notified by the Promoters on or around 4 days after the Competition (or such other date as notified by the Promoters). Each National Finalist may also be announced on the FOYFL Website, in email communications to Entrants from the Promoters and on the Promoters' social media accounts on or around 4 days after the Competition.
61. The Competition is a game of skill. Chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Selection Criteria. For the National Final, the judges may also rank additional entries as Runner-Up, Second Runner-Up and so on in case the first chosen National Final Winner are ineligible to receive their prize.
62. Any Entrant or National Finalist not complying with these Terms and Conditions in the opinion of the Promoter's Representative may be immediately disqualified by the Promoter's representative at their ultimate discretion.
63. If an Entrant is selected as a National Finalist, they are not permitted to make any alterations or additions to any of the garments (including accessories and millinery) worn in the Selected Images. Breach of this condition may result in the Entrant being disqualified from the Competition.
64. All National Finalists will be required, as determined by the Promoters, to be filmed or recorded in an interview, media package and/or demonstration relating to this Competition and their successful outfit.

PRIZES FOR THE COMPETITION

65. Prizes will be awarded to the Winner of each State (**National Finalist**) and the Wildcard Winner as listed below (all prizes listed collectively being the **Prize/s**). Total Prize value is up to \$113,957 (incl. GST). GST does not apply to the issuing of gift cards.

NATIONAL FINALIST and Wild Card Winner: The best dressed Entrant entry (one from each State), and also the Wildcard winner as determined by the judges in accordance with the Selection Criteria, will win:

- a) Myer gift card to the value of \$1,500^.

^Myer Voucher - Terms and conditions apply – refer to Clause 94 of these Terms and Conditions

66. National Finalists and the Wildcard winner must, at the Promoters' reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding the Competition or the winning of any prize, free of charge.
67. Each National Finalist must be available for a minimum of six (6) additional promotional appearances if reasonably required by the Promoters during 2021/2022. The VRC will arrange reasonable and appropriate transportation to any such promotional appearances.
68. Each National Finalist agrees that when competing in the 2021 National Final, they will comply with these terms and conditions.

PRIZES FOR THE NATIONAL FINAL WINNER

69. The winners of the National Final will be announced via live cross with broadcast partner Network 10 on Kennedy Oaks Day, Thursday 4 November 2021 and confirmed via email by the Promoter.
70. The National Final Winner, Runner-Up and Second Runner-Up will receive the prizes described and set out in the Prize Schedule.
71. Prizes will be announced on the day of the Competition but will not be distributed to the National Final Winner, Runner-Up and Second Runner-Up until after the day of the National Final as determined by the Promoter, but by no later than 31 December 2021.
72. The total prize pool for the National Final is valued at up to \$100,457 (incl GST). GST does not apply to the issuing of gift cards.
73. Prizes are non-transferable, non-exchangeable and not redeemable for cash and are subject to change at the discretion of the Promoter for other prizes of equal or greater value. 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.
74. The total maximum prize value is 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.
75. All prizes remain the property of the prize winner once awarded. No interest in a prize may be granted or transferred to a third party by a prize winner.
76. If for any reason, the Promoter becomes aware after a National Finalist has won a prize that the National Finalist has not complied with these Terms and Conditions or that their entry is otherwise invalid, that National Finalist will have no entitlement to that prize, even if the Promoter has announced them as the winner and that National Finalist will be required, at the direction of the Promoter to return, refund or otherwise make restitution of the prize.
77. All accommodation prizes must be taken exactly as specified by the prize supplier and these Terms and Conditions (including the Prize Schedule), unless the Promoter or prize supplier advises otherwise. Conditions of accommodation and vehicle leasing or use apply and accommodation prizes are subject to availability.
78. Any additional ticketing or accommodation requirements (including alterations or extensions), or changes to ticketing and accommodation will be at the discretion of the prize supplier and at the prize winner's expense.
79. All ancillary costs and expenses (including petrol, transport, airport transfers, additional insurance, food, beverages, entertainment and spending money) in taking any prize will be the responsibility of the prize winner (unless expressly stated).
80. The Promoter takes no responsibility for any negative encounter experienced by a prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, cancellations or postponement of an event, inclement weather or any illness experienced by the winner. Any costs incurred as a result (including accommodation costs) are the sole responsibility of the prize winner and no substitute prize or compensation will be offered under any circumstances.
81. If the prize relates to the Lexus Vehicle awarded to the National Final Winner, the National Final Winner agrees that the prize is subject to the following terms and conditions of the prize supplier being Lexus Australia, a division of the Toyota Motor Corporation Australia Ltd (**Lexus**):
 - a) The value of the Lexus Vehicle is an approximate value at the time of printing. The value of the prize may be subject to change. Lexus accepts no responsibility for any variation in prize value.

- b) The National Final Winner must have a current Australian driver's licence, otherwise the Lexus Vehicle must be registered in the name of a person nominated by the National Final Winner who holds a current Australian driver's licence.
 - c) The National Final Winner must provide all necessary details for registration of the Lexus Vehicle to Lexus Australia ten (10) business days' prior to collection. Lexus Australia will register the Lexus Vehicle prior to collection.
 - d) In the event that the National Final Winner, through any legal incapacity or otherwise, is incapable of obtaining an Australian motor vehicle registration of the Lexus Vehicle in their name in accordance with the applicable legislation in the State or Territory in which the Lexus Vehicle is collected, the Promoter may permit the National Final Winner to assign the Vehicle to another person with legal capacity for the purpose of registration.
 - e) It is a condition of entry that the National Final Winner provides the Promoter with certified copies of all documentation required by the Promoter before the Lexus Vehicle is handed over to the National Final Winner.
 - f) It is a condition of accepting the prize that the National Final Winner may be required to sign a legal release in a form to be determined by the Promoter or Lexus at their discretion.
 - g) The Lexus Vehicle prize must be redeemed in full by 31 January 2022. For delivery, please allow approximately 1 month from the date of winning.
 - h) The National Final Winner must collect the vehicle from the authorised Lexus dealership in the Winner's nearest capital city and the National Final Winner will be responsible for any expenses incurred in getting to and from an authorised Lexus dealership to collect the Lexus Vehicle.
 - i) Lexus and its dealers will not provide a substitute model on request or exchange the vehicle for cash.
 - j) The National Final Winner is responsible for any additional insurance, additional options, petrol and all other ancillary costs.
 - k) No colour choice is available.
 - l) To the fullest extent permitted by law, the Promoter takes no responsibility for the use of the Lexus Vehicle by the National Final Winner and the condition of the Lexus Vehicle (including any mechanical, body or paint repairs) from the date and time the Lexus Vehicle is collected by the National Final Winner from the authorised Lexus dealership.
 - m) If the National Final Winner is unable to comply with the terms of this Clause 81, the Lexus Vehicle prize may be forfeited, and no substitute or compensation will be offered.
82. Once a prize has been claimed by the prize winner and has been collected, or if arranged between the Promoter and the 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.
83. 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. The winners of each prize agree that the Promoter will not be responsible or liable for the failure of a third party prize supplier to provide all or any part of the relevant prize. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.
84. If a prize winner is unable or unavailable to participate in or use a prize awarded, that prize may be forfeited in full and no substitute prize or compensation will be offered.
85. 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.
86. The 2021 National Final Winner must be available to participate in a minimum of eight appearances, if required by the Promoter, during 2021 and 2022, free of charge. The Promoter will be responsible for reasonable transport and transfer costs where attendance is required.
87. The National Final Winner will be required to temporarily loan her winning outfit (including all accessory items such as headwear, shoes and bags) to the Promoter for 12 months commencing Monday 29 November 2021. The outfit will be on display in the Flemington Heritage Centre at Flemington until the conclusion of the 2022 Melbourne Cup Carnival. The outfit will be kept at the

Promoter's risk, provided that the Promoter's total liability in connection with any damage, theft or loss will not exceed \$2,500.

88. Should a prize winner prove to be ineligible for a competition (including any state competition related to the National Final), be unable to fulfil the Entrant Criteria in any way, not agree to any of the Terms, breach the Terms or interfere with the fair running of the Competition (or attempt to do so), or, if despite using all reasonable attempts to do so, the Promoter is unable to contact the winner on the day, then some or all of their prizes may be passed on to the Runner-Up. If the Runner-Up similarly fails to qualify for a prize, then the prize will be transferred to the Second Runner-Up and so on.
89. The 2021 National Final Winner must not become an ambassador, face of, judge of a fashion competition, spokesperson for, or associated with any other racecourse in Australia other than Flemington, unless approved in writing by the Promoter, within 12 months of winning the 2021 Myer Fashions on your Front Lawn National Final – Women's Racewear Competition.

PRIZE INFORMATION

90. Unused portions of Prizes will be forfeited and no compensation will be paid in lieu of that element of the Prize. The Prize must be taken as offered and cannot be varied unless authorised by the Promoters. The Prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoters accept no responsibility for any variation in Prize value.
91. Where Prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.
92. Except to the extent required by any law, including the Australian Consumer Law, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize or the failure of any Prize to be of acceptable quality.
93. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
94. If the Prize includes Myer Gift Cards, 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 applicable exclusions, visit www.myer.com.au or call 1300 398 226. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.
95. If the Prize includes a TCL package, the Entrant agrees that the package will only be delivered to an address within Australia. TCL will use their best endeavours to deliver the package as soon as possible following the announcement of prizes, however, this may vary depending on the shipping location.
96. If the Prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoters' discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter).
97. Prizes must be claimed in accordance with any claim instructions provided by the Promoter.
98. If a Prize is not accepted by, or failing all reasonable efforts by the Promoters, is not delivered to the Prize winner, the relevant winner's entry will be deemed invalid.
99. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
100. Prizes are subject to change at the discretion of the Promoters subject to State and Territory regulations.

PHOTOGRAPHS, INTELLECTUAL PROPERTY AND PERSONAL DETAILS

101. The Promoters may collect personal information provided by the Entrants, when entering or participating in the Competition (including without limitation the Entrants's name, address, phone number, age, email, other information provided in registration forms, photography, footage or other recordings of Entrant, information obtained from any Competition partners, or information provided by Entrant when submitting any questions or queries regarding the Competition) or by Entrant doing anything in connection with this Competition.
102. The personal information will be used for the purposes of facilitating the Competition, unless otherwise specified at the time of collection. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Competition or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation.
103. If the personal information requested is not provided, the Entrant may be excluded from the Competition.
104. Each 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. Myer's privacy policy is available at www.myer.com.au. VRC's privacy policy is available at www.vrc.net.au. If you wish to access your personal information or make a privacy complaint, you may contact the Promoter's Privacy Officer separately as provided in each Promoter's privacy policy.
105. All entries will be entered into a database upon registration, and the Entrant agrees that unless they have "opted-out", the Promoter may also use personal information for future promotional, marketing, publicity and research purposes, including keeping the Entrant informed of the latest VRC news, events, promotions, surveys and offers. If applicable, unless the Entrant has opted-out, their personal information may also be disclosed to the Promoter's partners and sponsors to enable communication for specific purposes, including but not limited to, marketing. Entrants may access the information that the Promoter holds about them, or request to "opt-out" of future communications by contacting Customer Service on 1300 727 575.
106. Entrants represent and warrant that, in relation to all materials submitted by the Entrant for the purposes of the Competition, including but not limited to the Selected Images (**Submission Materials**):
 - a) the Submission Materials do not infringe any other intellectual property rights or personal rights of any third party, and the Entrant indemnifies the Promoter from any or all claims, actions, demands, suits and allegations of infringement of the rights in the Submission Materials, and from any and all losses, damages, judgments and expenses arising from them;
 - b) it will procure for the benefit of the Promoter, and must do so upon request by the Promoter, an undertaking from any holder of "moral rights" (as that term is defined in the *Copyright Act 1968* (Cth) in the Submission Materials not to enforce any of their moral rights in the Submission Materials, and the holder's consent to the acts set out in clause 54 with respect to the Submission Materials.
107. Entrants grant to the Promoter a perpetual, irrevocable, non-exclusive, royalty free, sublicensable licence to use the Submission Materials, including all intellectual property rights in the Submission Materials, in all media worldwide for any purpose and the Entrant will not be entitled to any fee for such use.
108. Entrants acknowledge and consent to: (i) the Promoter's use of the Submission Materials without any attribution of the Entrant's authorship; (ii) the Submission Materials being altered and/or varied in any way by the Promoter, as it sees fit, whether or not such alteration results in a material distortion of the Submission Materials, or is prejudicial to the honour or reputation of the Entrant; and/or (iii) the Promoter falsely attributing authorship of any Submission Material(s).
109. By entering the Competition, each Entrant:
 - a) consents to their image, name, character, likeness, voice or anything else that identifies them (**Identifiers**) being broadcast, filmed, photographed or otherwise recorded (without compensation, reward, or any other rights) while participating in the Competition, or in taking or using any prize;
 - b) consents to the use of their Identifiers in any marketing, broadcast, promotional or other materials developed by or on behalf of any of the Promoters (**Materials**) or any matter incidental to the

Competition (including use by the Promoters contractors, agents and their respective sub-contractors);

c) acknowledges and agrees that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoters and that the Promoters will have the exclusive right to use, reproduce, broadcast, transmit, distribute, exploit, publish (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), edit, alter or otherwise change the Materials for the purposes above, without compensation;

d) releases each Promoter from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and e) waives, in favour of each Promoter, any rights in the nature of moral rights as defined in the Copyright Act 1968 (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by any Promoter which may infringe such moral rights.

GENERAL

110. All entries become the property of the Promoter when submitted.

111. Registrations will be deemed to be accepted at the time the entry is received in the registration database and not at the time of transmission or submission. No responsibility will be taken for incomplete, late or lost entries. The Promoters are 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. If for any reason any aspect of the competition is not capable of running as planned due to such technical malfunctions, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries.

112. At the time of publishing all information was correct.

113. If, for any reason, the Competition or any of the prizes are not capable of being run or offered as planned, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to state and territory regulations and may include cancellation, termination, modification or suspension of the Competition. If the Competition is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to Entrants arising out of any resultant action taken by the Promoter.

114. If the Competition is not capable of being run, the Promoters will not be liable for any loss or damage of any kind to Entrants arising out of any resultant action taken by the Promoters.

115. Unless required by any law, including the Australian Consumer Law, the Promoter, and its respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Competition (including entry, collation of Entrant details, prize draw and determination of the winners), or use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).

116. If requested by the Promoter, any Entrant or prize winner (and their companion(s), if applicable) (or if a Entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Competition and/or providing the prize prior to undertaking any specified activities forming part of the Competition, acceptance or use of the prize or the prize itself. If any Entrant, prize winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant Entrants or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed.

117. If other entities are conducting the Competition in conjunction with the Promoters, the Promoters are not liable for any error made by the other entity when communicating details of the Competition, the entry process, the prize, determination of the winner and promoting the Competition.

118. The Promoter may at its absolute discretion, prohibit or disqualify an Entrant from participating in the 2021 Myer Fashions on your Front Lawn Women's Racewear competition at any time, cancel or suspend a prize or cease to provide a prize to a winner, if the Promoter is made aware that the Entrant (at any time before or during the Competition or National Final) or the prize winner (at any time during the 2021/2022 period as a representative of the 2021 Myer Fashions on your Front Lawn Competition) or any of their companion(s) are, in the reasonable opinion of the Promoter:
- a) is in breach of these Terms and Conditions;
 - b) under the influence of alcohol or drugs;
 - c) engaging in criminal behaviour;
 - d) behaving aggressively, disruptively or in any other inappropriate manner;
 - e) engaging in conduct that is misleading, deceptive or contrary to law; or
 - f) engaging in any other conduct or behaving in any other manner which might reasonably be expected to adversely affect the image of, or otherwise diminish the good name and reputation of the Promoter, its Sponsors or any of their respective events, goods or services.
119. If an Entrant, National Finalist or Winner engages in any conduct under Clause 118, the Promoter, in its sole discretion, may prohibit the National Finalist or winner from participating in future Fashions on your Front Lawn or Fashions on the Field events conducted or promoted by the Promoter.
120. The Promoter's decisions in connection with any competitions associated with the Competition and National Final are final and no correspondence will be entered into.
121. These Terms are governed by the laws of Victoria, Australia. Each Entrant submits to the exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Terms and waives any rights to claim that those courts are an inconvenient forum.

PRIZE SCHEDULE – 2021 MYER FASHIONS ON YOUR FRONT LAWN NATIONAL COMPETITION AND NATIONAL FINAL - WOMENS RACEWEAR COMPETITION

***Note:** All prizes are subject to the Terms and Conditions (and your attention is drawn in particular to those set out in Clauses 90 – 100). All prize values include GST (where applicable).

Winner

- **Major Prize:** Lexus UX250h 2WD Sports Luxury + EP. The vehicle is valued at \$70,657 and includes on-road costs, including 12 months registration, 12 months compulsory third-party insurance, dealer delivery, stamp duty and GST.
 - Prize is subject to Lexus' Terms and Conditions – see Clause 81 for further details
- An Omega De Ville Prestige with sun brushed blue dial valued at \$7,500 ex GST courtesy of Kennedy.
- A money can't buy 2022 Melbourne Cup Carnival experience for two including return flights from an Australian capital city and four nights' accommodation at Sofitel Melbourne on Collins valued at \$7,400.
- Myer Gift Card to the value of \$3,500.^
- A TCL TV package valued at \$3,000.+

Runner-Up

- A TCL TV package valued at \$2,000.+
- Two nights accommodation for two people in a classic king room at Sofitel Melbourne on Collins, values at \$1,200 to be used before 30 November 2022.
- Myer Gift Card to the value of \$1,500^

Second Runner-Up

- Two nights accommodation for two people in a classic king room at Sofitel Melbourne on Collins, values at \$1,200 to be used before 30 November 2022.
- A TCL TV package valued at \$1,500.+
- Myer Gift Card to the value of \$1000.^

^Myer Voucher - Terms and conditions apply – refer to Clauses 94 of the Terms and Conditions

+ TCL TV Package – Terms and conditions apply – refer to Clause 95 of the Terms and Conditions