

## **“GIDDY UP TRIVIA 2021” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. 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.
4. Entries into the promotion open on 14 October 2021 and close at 12:00PM AEDST on 6 November 2021 (“**Promotional Period**”).
5. To be eligible enter, individuals must visit [giddyupflemington.com.au](http://giddyupflemington.com.au) and create an account during the Promotional Period. Upon creating their account, individuals will be required to confirm that they are aged 18 years or over and if applicable, enter their Victoria Racing Club membership number. Only individuals who are financial members for the 2020/21 and/or 2021/22 racing season which includes life, full, pre 79, provisional, restricted, young, absentee full, absentee pre 79, absentee provisional and absentee restricted members (“**Eligible VRC Members**”) are eligible for the prizes awarded in the Eligible VRC Members Draws.
6. To receive an entry into the draw, individuals complete the following steps during the Promotional Period:
  - Log onto their [giddyupflemington.com.au](http://giddyupflemington.com.au) account;
  - Select “Trivia” from the main page;
  - Accept these Terms and Conditions; and then
  - Fully complete a round of trivia questions as presented.

For removal of doubt, individuals are not required to answer the questions correctly to receive an entry into the draw but must answer all questions presented during that round to the best of their ability.

7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry is permitted per person regardless of how many rounds of trivia an individual completes.
9. 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.

10. 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.
11. Entries will be divided into two groups: all entrants and Eligible VRC Members. For removal of doubt, Eligible VRC Members will be entered into the All Entrants Draws and Eligible VRC Members Draws.
12. There will be eight (8) draws conducted for this promotion: four (4) draws for all entrants and four (4) draws for Eligible VRC Members. Subject to the Promotional Period, entries close at 12:00PM AEDST on the dates specified in the table below. All draws will take place at Victoria Racing Club, 448 Epsom Road, Flemington VIC 3031 at 2:00PM AEDST on the dates specified in the table below. Un-drawn entries in each draw will be entered into any subsequent draws. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone and email within two (2) business days of the draw and their names will be published on <https://www.vrc.com.au/giddyup/terms-and-conditions/> on the dates in the table below.

<b>Draw</b>	<b>Entries open</b>	<b>Entries close</b>	<b>Draw &amp; publication date</b>
All Entrants Draw 1	14 October 2021	30 October 2021	30 October 2021
Eligible VRC Members Draw 1	14 October 2021	30 October 2021	30 October 2021
All Entrants Draw 2	14 October 2021	2 November 2021	2 November 2021
Eligible VRC Members Draw 2	14 October 2021	2 November 2021	2 November 2021
All Entrants Draw 3	14 October 2021	4 November 2021	4 November 2021
Eligible VRC Members Draw 3	14 October 2021	4 November 2021	4 November 2021
All Entrants Draw 4	14 October 2021	6 November 2021	6 November 2021
Eligible VRC Members Draw 4	14 October 2021	6 November 2021	6 November 2021

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first ten (10) valid entries drawn in each All Entrants Draw will each win a \$250 cash prize. The first ten (10) valid entries drawn in each Eligible VRC Members Draw will each win \$250 to be loaded on their VRC membership card.
15. 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.
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem the 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.
17. If the prize (or part of the 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.

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable unless otherwise specified.
19. Total prize pool value is \$20,000.
20. A draw for any unclaimed prizes may take place on 7 February 2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and email within two (2) business days of the draw and their names will be published on <https://www.flemington.com.au/footer-links/terms-and-conditions> from 14 February 2022.
21. 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.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.
25. 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) any tax liability incurred by a winner or entrant; or (f) use of the prize.
26. 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.flemington.com.au/footer-links/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.

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

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