# xThe Racing League 'Refer a Friend' Promotion CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via internet only.

## **ELIGIBILITY**

- 2. Entry is open to Australian residents aged 18 years and over, who registers and completes the purchase(s) of their share in any TRL team, receives and provides a unique Member ID code to an external third party who then uses the aforementioned code for their own share purchase(s) ("altogether, an Entrant"). For avoidance of doubt, a person who shares a promo code will be described as a "Referrer" and a person who uses a promo code at checkout will be described as a "Referree".
- 3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, The Racing League ("**TRL**"), suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

# **PROMOTIONAL PERIOD**

4. The promotion commences at 9:00m (AEDST) on Monday 14/09/2020 and closes at 4:59pm (AEDT) on Thursday 31/12/2020 ("**Promotional Period**").

#### **HOW TO ENTER**

- 5. To enter, the Entrants must, during the Promotional Period:
  - a. Visit the TRL website and purchase their share in any TRL team at www.buy.trl.net; and,
  - b. Receive a unique Member ID code (upon completing their first purchase) and provide this code to an external third party; and,
  - c. The third-party must use and enter this unique Member ID code during the checkout process during their own purchase of their own share in any TRL team
  - d. Once the purchase is verified against the Referrer's details, they will be entered into the Draw.

(altogether, an "Entry")

6. The promo code can be used multiple times. The number of shares in any TRL team purchased by this third party will count as entries towards this promotion.

### **PRIZES**

- 7. Four (4) randomly drawn eligible entrants will each win a two (2) months free on their regular TRL subscription fees, worth AUD\$40 each.
- 8. The total prize pool for the promotion is AUD\$160.

# **COMPETITION DRAW**

- 9. The competition winners will be drawn on at 9:00am (AEDST) Monday 04/01/2021 at Level 2, 360 Pacific Highway Crows Nest NSW 2065.
- 10. The competition will be a manual draw.
- 11. All winners will be contacted and notified from 9:00am (AEDST) Tuesday 05/01/2021 via phone call and/or email.
- 12. All winners will be announced on the following channels:

a. TRL Website: www.trl.net

b. TRL Facebook Page: <a href="https://www.facebook.com/thehorseracingleague">www.facebook.com/thehorseracingleague</a>

#### **GENERAL**

- 13. This competition is not valid in conjunction with any other promotion or offer.
- 14. Any entries that are incomplete, illegible, damaged, contain an erroneous phone and/or email address, contain inappropriate or offensive content, or do not conform to or satisfy any condition of these conditions of entry may be disgualified from TRL at its sole discretion.
- 15. The prize must be accepted as awarded and is not transferable, substitutable for an alternative item or redeemable for cash.
- 16. Monthly subscription fees are deducted from the owners account at the beginning of each month. The TRL administration team will contact the winners to confirm the dates.
- 17. 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 of 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) taking/use of and/or participation in a prize.
- 18. Any decisions on all matters pertaining to this competition are final and binding and no correspondence will be entered into, except as otherwise stated in these terms and conditions.

- 19. If there is a dispute as to the identity of an entrant, TRL reserves the right, in its absolute sole discretion, to determine the validity of the claim made.
- 20. TRL reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.
- 21. Any and all costs associated with taking part in this competition is the entrant's responsibility and is dependent on the Internet service provider used.
- 22. The prize is inclusive of all taxes.
- 23. TRL collects personal information in order to conduct the competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors and prize suppliers. By entering this competition, Entrants garee to the terms of TRL's Privacy Policy (available to view at <a href="https://trl.net/privacy-statement/">https://trl.net/privacy-statement/</a>.
- 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 2010 (Cth), as well as any other implied warranties under other consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, TRL (including its respective offers, employees and agents) excludes all liability (including negligence) whatsoever which is suffered, including 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 competition. In addition, all entrants release Facebook, Twitter and Instagram for any liability incurred by entrants in conjunction with this competition.
- 25. Without limiting the above, TRL as well as its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the prize or use of the prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 26. TRL reserves the right, in its absolute sole discretion, to disqualify any individual they find to be:
  - a. Engaging in conduct in breach of any platform's terms and conditions;
  - b. To be acting in violation of these terms and conditions; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any person participating in or connected with the competition.
- 27. These terms and conditions shall be governed and construed in accordance with the laws and courts of New South Wales, Australia.
- 28. The Promoter is The Racing League (TRL), ABN 29 641 198 790 of Level 2, 360 Pacific Highway Crows Nest NSW 2065