# The Racing League 'Name Your Horse' TERMS & CONDITIONS

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 enters the competition as set out per the Conditions of Entry. ("**Entrant**").
- 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 1<sup>st</sup> cousin.

## **PROMOTIONAL PERIOD**

- 4. The promotion commences at 9:00am (AEDST) on Monday 12/07/21 and closes at 4:59pm (AEDT) on Thursday 26/08/21 ("**Promotional Period**").
- 5. The Promotional Period will be comprise of six (6) Promotional Stages:

Promotional Stage	Promotional Stage Open & Closes	Nomination Open & Close	Voting Open & Close	State & Horse
1	Open: 9:00am (AEST) 12/07/2021 Close: 4:59pm (AEST) 12/07/2021	Open: 9:00am (AEST) 12/07/2021 Close: 4:59pm (AEST) 16/07/2021	Open: 9:00am (AEST) 19/07/2021 Close: 4:59pm (AEST) 22/07/2021	QLD Rogues Fastnet Rock/Alice Island colt
2	Open: 9:00am (AEST) 19/07/2021 Close: 4:59pm (AEST) 29/07/2021	Open: 9:00am (AEST) 19/07/2021 Close: 4:59pm (AEST) 23/07/2021	Open: 9:00am (AEST) 26/07/2021 Close: 4:59pm (AEST) 29/07/2021	VIC Husslers Written Tycoon/Tornado Miss colt
3	Open: 9:00am (AEST) 26/07/2021 Close: 4:59pm (AEST) 05/08/2021	Open: 9:00am (AEST) 26/07/2021 Close: 4:59pm (AEST) 30/07/2021	Open: 9:00am (AEST) 02/08/2021 Close: 4:59pm (AEST) 05/08/2021	NSW Tycoons Hellbent/Fimatino Filly
4	Open: 9:00am (AEST) 02/08/2021 Close: 4:59pm (AEST) 12/08/2021	Open: 9:00am (AEST) 02/08/2021 Close: 4:59pm (AEST) 06/08/2021	Open: 9:00am (AEST) 09/08/2021 Close: 4:59pm (AEST) 12/08/2021	VIC Husslers So You Think/St Remy Colt
5	Open: 9:00am (AEST) 09/08/2021 Close: 4:59pm (AEST) 19/08/2021	Open: 9:00am (AEST) 09/08/2021 Close: 4:59pm (AEST) 13/08/2021	Open: 9:00am (AEST) 16/08/2021 Close: 4:59pm (AEST) 19/08/2021	QLD Rogues Flying Artie/Laylia Colt
6	Open: 9:00am (AEST) 16/08/2021 Close: 4:59pm (AEST) 26/08/2021	Open: 9:00am (AEST) 16/08/2021 Close: 4:59pm (AEST) 20/08/2021	Open: 9:00am (AEST) 23/08/2021 Close: 4:59pm (AEST) 26/08/2021	NSW Tycoons Headwater/Pfeiffer Filly

### **HOW TO ENTER**

## NOMINATION PERIOD

- 6. To enter any given Nomination Period, the Entrants must, during the relevant Promotional Stage:
  - a. Visit the TRL website at www.trl.net; and,
  - b. Visit the relevant webpage to enter the competition; and
  - c. During the nomination period, fully and correctly complete the required information to enter the competition including but not limited to:
    - 1. First Name
    - 2. Last Name
    - 3. Mobile
    - 4. Email
    - 5. Nominated Name
- 7. For the avoidance of doubt, the Nomination Period is open to all Entrants.
- 8. Nominated names must meet the following criteria as per Racing Australia Regulations:
  - a. A maximum length of 18 characters including spaces and apostrophes
  - b. No punctuation marks except for apostrophes
  - c. It cannot be scandalous or vulgar
  - d. It cannot be repeated for 17 years after the birth of a horse with the exact same name
  - e. Names may be rejected if they are difficult to pronounce or read
  - f. Any name, the use of which would be contrary to law, will not be accepted
- 9. Nominated names must also meet theming requirements as set out below:
  - a. Promotional Stages 1-3: Iconic Locations
  - b. Promotional Stages 4-6: Sport in Your State

# **VOTING PERIOD**

- 10. The Voting Period will open the Monday following the Nomination Period closing, as per the Promotional Stages as set out in Clause 5.
- 11. All nominations made during the Nomination Period will be considered. A shortlist of the ten (10) names will be chosen for the voting period.
- 12. For the avoidance of doubt, the Voting Period will be open to TRL team owners only.
- 13. To participate in the Voting Period, TRL owners must, during the relevant Promotional Stage:

- a. Be a registered TRL team owner in any of the four (4) TRL teams (NSW Tycoons, VIC Husslers, QLD Rogues and WA Blackhearts), and:
- b. Be subscribed to the TRL mailing list, and;
- c. Click on the voting link and select their preferred choice from the shortlist

#### **PRIZE**

- 14. The Entrant whose Nominated Name is selected as the winner for each Promotional Stage, based on the most votes by the TRL team owners, will win a major prize, comprising of the following elements, each valued at \$AUD300
  - a. One on one opportunity to meet the individual horse
  - b. Presenting the name to the individual horse, trainer and team
  - c. A framed photograph with the horse
- 15. There is a total of six (6) major prizes available.
- 16. The total prize pool is AUD\$1800.
- 17. The winner of each Promotional Stage will be announced on the Friday following the Voting Period closing.
- 18. The winner will be contacted within two (2) business days of their Nominated Name being selected as the winning name.
- 19. In the event the winner does not respond to the being notified as the winner of the competition, the prize will be forfeited.

### **GENERAL**

- 20. 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 disqualified from TRL at its sole discretion.
- 21. 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.

- 22. 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.
- 23. 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.
- 24.TRL reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.
- 25. Any and all costs associated with taking part in this competition, including any costs associated with accepting the prize, is the Entrant's responsibility and is dependent on the Internet service provider used.
- 26. 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 agree 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>.
- 27. 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.
- 28. 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).
- 29.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.

- 30. These terms and conditions shall be governed and construed in accordance with the laws and courts of New South Wales, Australia.
- 31. The Promoter is The Racing League (TRL), ABN 29 641 198 790 of Level 2, 360 Pacific Highway Crows Nest NSW 2065