

**CONDITIONS OF ENTRY INTO
'Enter 2 Win - The Racing League Melbourne Cup Golden Ticket - Racing Survey' Giveaway
Competition**

Promoter & Prize Provider The Racing League (ABN 29 641 198 790)

Competition Agent : Evoke Marketing Agency (ABN 29 641 198 790)

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 the internet only.

ELIGIBILITY

2. Entry is open to residents in NSW, VIC, QLD, WA, TAS, ACT and NT aged 18 and over who, in the event that they are randomly selected as the winner for the Enter 2 Win - The Racing League Randwick Everest - Racing Survey' Giveaway Competition, are able to participate in the prize as set out below ("**Entrant**").
3. The directors, management and employees (and their immediate families) of the Promoter or Competition Agent, its related entities, printers, suppliers, providers and agencies who 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.
4. The Promoter & Competition Agent reserves the right to, at any time, disqualify any individual whom the Promoter or Competition Agent 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 or Competition Agent to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's and Competition Agent's legal rights to recover damages or other compensation from such an offender are reserved.

PROMOTIONAL PERIOD

5. The promotion commences at 5:00pm (AEDT) on Friday 14/10/22 and closes at 4:59pm (AEDT) on Friday 28/10/22. ("**Promotional Period**").
6. The promotion will have its own draw which will take place on Friday 28/10/22 at 6pm (AEST). All valid entries (defined below) received during the Promotional Period will be entered into the draw to determine the prize winner for the Promotion on the provision all contact information has been provided and the survey completed in full. The winner will be notified via telephone using the submitted mobile phone number, and email, within one (1) hour of the draw taking place. The Draw date and the name and the locality (residing state) of the winners will be published on the Promoter's & Competition Agent's website (www.trl.net/prize-winners & www.enter2win.com.au) on Saturday 29/10/22 and will remain on the pages for no less than twenty-eight. (28) days.
7. The Promoter's decision is final, and no correspondence will be entered into.

8. The Competition Agent may draw additional reserve Entries for the Promotion and record them (in order) in case an invalid Entry or ineligible Entrant is drawn or the Entrant is unable to accept or declines to participate in a prize, or the Entrant is unable to be contacted within one (1) hour of the draw. Each Entrant whose Entry is drawn by the Competition Agent must confirm their eligibility to be awarded the prize and their ability to accept and participate in the prize within one (1) hour of being successfully notified by the Competition Agent. In the event of an invalid Entry or an ineligible Entrant, or if the Entrant is unable to accept or declines to participate in a prize, the prize will be awarded to the first reserve Entry drawn. If a prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded.

HOW TO ENTER

9. To enter, Entrants must, during the Promotional Period:
 - a. Visit the webpage: <https://vui20c6itpo.typeform.com/goldencuptix>
 - b. Fully and correctly complete the entry form, including but not limited to the following details:
 - i. First Name
 - ii. Last Name
 - iii. Mobile Number
 - iv. Email Address
 - v. State
 - c. Complete the survey in full
 - d. Submit the survey
10. Only one (1) entry is permitted per person. Any duplicate entries will automatically be removed from the promotion.
11. Current TRL The Racing League owners are permitted to enter the competition.
12. Incomplete entries will be deemed invalid and remain the responsibility of the Entrant.
13. Duplicate entries will be deemed invalid and remain the responsibility of the Entrant.
14. Any further costs associated with accessing the competition and ongoing fees relating to the prizes remain the responsibility of the Entrant.

PRIZES

Major Prize

15. There is one (1) major prize for this promotion, valued at up to \$2,829. The major prize comprises of:
 - a. Tickets for four (4) people to The Riverside Bar and Bistro at Flemington Racecourse on Tuesday 1st November 2022
 - i. All-inclusive buffet menu
 - ii. All-day drinks package, including beer, wine, sparkling and soft drink

- iii. Trackside views
- iv. Outdoor viewing deck with bar
- v. Entertainment
- vi. Access to betting facilities
- vii. Racecourse admission and race book

b. \$500 cash prize

16. The prize must be taken in full when offered or the prize will be forfeited.
17. All additional costs not expressly stated, but which may be incurred in acceptance, are the responsibility of the winning Entrant. Such additional costs may include, but are not limited to travel, transportation, meals, beverages, telephone calls, internet connection, telephone or data plan charges, software and/or applications.
18. The prize is subject to natural calamities or force majeure, in which case, the Promoter & Competition Agent reserves the right to cancel, terminate, modify or suspend the prize as appropriate.
19. The Promoter reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value and/or specification, at its absolute sole discretion. The prize is awarded as is, without guarantees to the fullest extent permitted by law. In the event of a cancellation or other irregularity beyond the reasonable control of the Promoter or Competition Agent, the prize may be rescheduled to another date, at the absolute sole discretion of the Promoter.
20. The prize winner's name will be published on the promoter and Competition Agent's website at www.trl.net/prize-winners www.enter2win.com.au on the dates as listed in clause 6.
21. The prize, or any unused portion of the prize, cannot be transferred or substituted.

GENERAL

22. Entrants agree that by entering this competition, their information will be added to The Promoter & Competition Agent's database.
23. Entrants consent to the Promoter & Competition Agent 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 and future promotions (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter or Competition Agent.
24. 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 or Competition Agent, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter & Competition Agent reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

25. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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 & Competition Agent (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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter & Competition Agent (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 or Competition Agent'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 or Competition Agent) due to any reason beyond the reasonable control of the Promoter or Competition Agent; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) participation in the prize; or (g) if the appearance of the special guest or the prize is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.
27. The Promoter & Competition Agent 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 and prize suppliers. Entry is conditional on providing this PI. The Promoter & Competition Agent will also use and handle PI as set out in its Privacy Statement, which can be viewed at <https://www.trl.net/privacy-statement>. <https://enter2win.com.au/privacy-policy> The Privacy Statement and 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 & Competition Agent. The Promoter or Competition Agent will not disclose entrant's personal information to any entity outside of Australia.
28. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or any other social media company. Entrants understand that they are providing their information to the Promoter & Competition Agent and not to Facebook or any other social media company. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter or Competition Agent and not to Facebook or any other social media company. Facebook or any other social media company will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of

participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

30. The Promoter is The Racing League, of Level 2, 360 Pacific Highway, Crows Nest NSW 2065 (ABN 29 641 198 790).