

TERMS & CONDITIONS
TRL 'Xmas Gift 12 Months Racehorse Ownership'
Promoter The Racing League (ABN 29 641 198 790)

Terms & Conditions

1. Information on how to activate & mechanics of the offer form part of these Conditions.

ACTIVATING THE 12 MONTHS OWNERSHIP UNIT

2. Upon payment, an email notification with a gift voucher will be received. To activate your premium ownership unit for 12 months, phone TRL on 1300 771 913 or contact help@trl.net via email with your details; a TRL representative will call back as soon as possible.
3. By contacting TRL to activate your Gift Voucher, you acknowledge that you are over 18 and have read and agree to the terms outlined in the PDS statement(s) found on TRL's website.
4. The gift voucher you have received covers all costs of joining The Racing League for 12 months.
5. You can view the PDS for each team at <https://www.trl.net/documentation/>

To find out more about The Racing League (TRL) visit www.trl.net

ELIGIBILITY

6. Entry is open to residents in NSW, VIC, QLD, WA, TAS, ACT and NT aged 18 and over ("**Entrant**").
7. The directors, management and employees (and their immediate families) of the Promoter, 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.
8. The Promoter reserves the right to, at any time, disqualify any individual whom 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.

PROMOTIONAL PERIOD

9. The promotion commences at 6:00 am (AEDT) on Thursday 15/12/22 and closes at 23:59 pm (AEDT) on Saturday 24/12/22. ("**Promotional Period**").

HOW TO ENTER

10. To enter, Entrants must, during the Promotional Period:
 - a. Visit the webpage <https://giftup.app/place-order/21c6a8cc-1012-4560-9200-27807287b52c>
 - b. Complete the payment process and successfully pay \$299
 - c. Submit the payment
11. Only one (1) ownership unit is permitted per person per team. Any duplicate entries will be automatically removed from the promotion and the individual will be refunded their \$299
12. An entrant can purchase another ownership unit for \$299 in another team if desired.

PROMOTION

13. The Racing League offers entrants one (1) ownership unit per person in a team of their choice for the one-time cost of \$299.
14. The ownership unit is valid for 12 months.
15. The ownership unit must be activated on or before 31st January 2023
16. Upon conclusion of the 12-month period, the entrant will be informed that the ownership unit is concluding.
17. The entrant will be given the opportunity to maintain or forfeit their ownership unit. The conditions of maintaining the ownership unit will be dependent on the standard conditions of The Racing League in December 2023, and will be at the discretion of The Racing League.
18. The ownership unit cannot be transferred by the entrant to another person.
19. The ownership unit is non-refundable.
20. All additional costs not expressly stated, but which may be incurred in acceptance and use of the promotion(s), are the responsibility of the winner and their companion(s) (if any). 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 and transport to and from the venue(s).

21. The promotion is subject to natural calamities or force majeure, in which case, the Promoter reserves the right to cancel, terminate, modify or suspend the prize as appropriate.
22. The promotion is also subject to COVID-19 restrictions by the corresponding state governments. The Promoter reserves the right to cancel, terminate, modify or suspend the prize as appropriate.
23. The entrant must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the promotion. Acceptance of and participation in the promotion is subject to any prevailing terms and conditions of service suppliers, and in particular behaviour and safety requirements.
24. The promotion, or any unused portion of the prize, cannot be transferred or substituted, and cannot be redeemed for a cash equivalent prize, even if in the event of a cancellation of the event due to natural calamities or any other force majeure event.

GENERAL

25. Entrants agree that by entering this competition, their information will be added to The Racing League's database.
 - a. 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 and future promotions (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
 - b. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
 - c. 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 (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.

- d. 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; (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.
- e. 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 and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Statement, which can be viewed at <https://www.trl.net/privacy-statement>. The Privacy Statement 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 entrant's personal information to any entity outside of Australia.
- f. 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.
- g. 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 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 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.

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



THE RACING LEAGUE