

**CONDITIONS OF ENTRY INTO**  
**TRL 'Celebrating 25 Wins Shouting \$260 upfront fee' Giveaway Competition**  
**Promoter The Racing League (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, SA, TAS, ACT and NT aged 18 and over who, in the event that they are randomly selected as the winner for the major prize of the TRL 'Celebrating 25 Wins Shouting \$260 upfront fee' Giveaway, 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, 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 1<sup>st</sup> cousin.
4. 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**

5. The promotion commences at 2:00 pm (AEDT) on Wednesday 15/02/23 and closes at 23:59 pm (AEDT) on Friday 24/02/23. ("**Promotional Period**").
6. The promotion will have its own draw which will take place at Total Sport & Entertainment (**TSE**) at Level 2, 360 Pacific Highway Crows Nest NSW 2065 on Monday 02/01/23 at 09:00 am (AEDT). All Entries (defined below) received during the Promotional Period will be entered into the draw to determine the prize winners for the Promotion. The winners will be notified via telephone using the submitted mobile phone number, and email, within one (1) business day 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 website ([www.trl.net/prize-winners](http://www.trl.net/prize-winners)) on Monday 27/02/23 and will remain on the Promotional page for no less than twenty-eight. (28) days.

7. The Promoter's decision is final, and no correspondence will be entered into.
8. The Promoter 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) business day of the draw. Each Entrant whose Entry is drawn by the Promoter must confirm their eligibility to be awarded the prize and their ability to accept and participate in the prize within one (1) business day of being successfully notified by the Promoter. 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. Entrants during the Promotional Period must:
  - a. Visit the TRL website page ([www.trl.net](http://www.trl.net)), and;
  - b. Submit their contact details in the pop up box
10. Each eligible Entrant will be provided one entry into the draw
11. All on-going monthly fees will be charged at \$20 per month
12. Current owners in TRL can submit their contact details to secure a new ownership unit
  - a. If the additional ownership unit is in a team they currently own in, the new unit, as part of this promotion, will be charged at \$20 per month not \$5 per month
13. The offer applies to one (1) ownership unit per person. The value of each ownership unit is \$260.
  - a. If an individual wishes to purchase a second unit or more, the standard \$260 ownership unit fee will apply for each additional unit
14. Anyone claiming an ownership unit can only claim one ownership unit
15. Any further costs associated with accessing the competition and ongoing fees relating to the prizes remain the responsibility of the Entrant.

## PRIZES

### Major Prize

16. There is one major prize for this promotion, valued at \$260 each. Twenty Five Entrants will win one (1) major prize each.

- a. Twenty Five Entrants will be randomly drawn and will win one ownership unit valued at \$260
17. All components of each major prize must be taken together when offered or are forfeited.
18. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize(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).
19. The prize 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.
20. The prize 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.
21. The winner and their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of and participation in the prize is subject to any prevailing terms and conditions of service suppliers, and in particular, behaviour and safety requirements.
22. The Promoter reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value and/or specification, as 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, the prize may be rescheduled to another date, at the absolute sole discretion of the supplier and Promoter.
23. The prize winner's name will be published on the TRL Website at [www.trl.net/prize-winners](http://www.trl.net/prize-winners) on the dates as listed in clause 6.
24. The Promoter reserves the right to pay for the \$260 joining fee for as many individuals as it so decides.
25. The prize, 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**

26. Entrants agree that by entering this competition, their information will be added to The Racing League's database.

- c. 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.
- d. 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.
- e. 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.
- f. 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.

- g. 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.
- h. 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](http://www.facebook.com/terms.php).
- i. 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.
- j. The Promoter is The Racing League, of Level 2, 360 Pacific Highway, Crows Nest NSW 2065 (ABN 29 641 198 790).