

CONDITIONS OF ENTRY INTO
TRL 'Owner Referral Promotion' 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 current TRL owners as at or after Monday 9th January 2023 who are residents in NSW, VIC, QLD, SA, WA, TAS, ACT and NT aged 18 and over who, in the event that they are randomly selected as one of the prize winners for the TRL 'Owner Referral Promotion' 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 1st 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 6:00 pm (AEDT) on Monday 09/01/23 and closes at 23:59 pm (AEDT) on Tuesday 28/02/23. ("**Promotional Period**").
6. The promotion will have its own draw which will take place at The Racing League office at Level 2, 360 Pacific Highway Crows Nest NSW 2065 on Friday 31/03/23 at 10 am (AEDT). All Entries (defined below) received during the Promotional Period will be entered into the respective draws to determine the prize winners for the Promotion. The winners will be notified via telephone using the submitted mobile phone number, and email, within 12 hours of the draw taking place. The Draw date and the name and the locality (residing state) of the winner will be published on the Promoter's website (www.trl.net/prize-winners) on Monday 03/04/23 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 twelve (12) hours 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 twenty-four (24) hours 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. To enter, Entrants must, during the Promotional Period:
 - a. Be a TRL owner
 - b. Have successfully referred at least one person to join TRL with the person who has been referred paying \$260 to join a team in The Racing League
 - c. Ensure the new TRL owner enter the referee's name into the promotional code box at checkout
10. In the event a new owner who has been referred forfeits on or before 31st March 2023, the respective entry for the referee will be removed from the promotion
11. In the event a new owner who has been referred joins but does not pay the \$260 joining fee, the respective entry for the referee will be removed from the promotion
12. Any further costs associated with accessing the competition and ongoing fees relating to the prizes remain the responsibility of the Entrant.
13. TRL Owners are not permitted to refer themselves for the purpose of purchasing an additional unit in a team they are currently an owner in

PRIZES

Referral Cash Payment

14. The following table sets out the cash payment that will be made to the referee on Friday 31st March 2023. All amounts refer to Australian Dollars AUD.

- a. Cash payments are made based upon the number of new owners referred & the total number of ownership units purchased by the people who have been referred

| | | Total New Owners you have referred | | | | | | | | | |
|--|----|------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Total Units Purchased by the people you referred | 1 | \$ 100 | | | | | | | | | |
| | 2 | \$ 150 | \$ 200 | | | | | | | | |
| | 3 | \$ 200 | \$ 250 | \$ 300 | | | | | | | |
| | 4 | \$ 250 | \$ 300 | \$ 350 | \$ 400 | | | | | | |
| | 5 | \$ 300 | \$ 350 | \$ 400 | \$ 450 | \$ 550 | | | | | |
| | 6 | \$ 350 | \$ 400 | \$ 450 | \$ 500 | \$ 600 | \$ 650 | | | | |
| | 7 | \$ 400 | \$ 450 | \$ 500 | \$ 550 | \$ 650 | \$ 700 | \$ 750 | | | |
| | 8 | \$ 450 | \$ 500 | \$ 550 | \$ 600 | \$ 700 | \$ 750 | \$ 800 | \$ 875 | | |
| | 9 | \$ 500 | \$ 550 | \$ 600 | \$ 650 | \$ 750 | \$ 800 | \$ 850 | \$ 925 | \$ 1,000 | |
| | 10 | \$ 550 | \$ 600 | \$ 650 | \$ 700 | \$ 800 | \$ 850 | \$ 900 | \$ 975 | \$ 1,050 | \$ 1,250 |
| | 11 | \$ 600 | \$ 650 | \$ 700 | \$ 750 | \$ 850 | \$ 900 | \$ 950 | \$ 1,025 | \$ 1,100 | \$ 1,300 |
| | 12 | \$ 650 | \$ 700 | \$ 750 | \$ 800 | \$ 900 | \$ 950 | \$ 1,000 | \$ 1,075 | \$ 1,150 | \$ 1,350 |
| | 13 | \$ 700 | \$ 750 | \$ 800 | \$ 850 | \$ 950 | \$ 1,000 | \$ 1,050 | \$ 1,125 | \$ 1,200 | \$ 1,400 |
| | 14 | \$ 750 | \$ 800 | \$ 850 | \$ 900 | \$ 1,000 | \$ 1,050 | \$ 1,100 | \$ 1,175 | \$ 1,250 | \$ 1,450 |
| | 15 | \$ 800 | \$ 850 | \$ 900 | \$ 950 | \$ 1,050 | \$ 1,100 | \$ 1,150 | \$ 1,225 | \$ 1,300 | \$ 1,500 |
| | 16 | \$ 850 | \$ 900 | \$ 950 | \$ 1,000 | \$ 1,100 | \$ 1,150 | \$ 1,200 | \$ 1,275 | \$ 1,350 | \$ 1,550 |
| | 17 | \$ 900 | \$ 950 | \$ 1,000 | \$ 1,050 | \$ 1,150 | \$ 1,200 | \$ 1,250 | \$ 1,325 | \$ 1,400 | \$ 1,600 |
| | 18 | \$ 950 | \$ 1,000 | \$ 1,050 | \$ 1,100 | \$ 1,200 | \$ 1,250 | \$ 1,300 | \$ 1,375 | \$ 1,450 | \$ 1,650 |
| | 19 | \$ 1,000 | \$ 1,050 | \$ 1,100 | \$ 1,150 | \$ 1,250 | \$ 1,300 | \$ 1,350 | \$ 1,425 | \$ 1,500 | \$ 1,700 |
| | 20 | \$ 1,050 | \$ 1,100 | \$ 1,150 | \$ 1,200 | \$ 1,300 | \$ 1,350 | \$ 1,400 | \$ 1,475 | \$ 1,550 | \$ 1,750 |

Prize Draws

3 x \$500 Cash Prizes

15. TRL owners (referees) who successfully refer one new owner or more will be entered into a draw to win one (1) of three (3) \$500 cash prizes. Referred in the table as the green cells.

5 x \$1,000 Cash Prizes

16. TRL owners (referees) who successfully refer one or more new owner(s) and the total number of units purchased by the new owner(s) is equal to or more

than 5 units will be entered into a draw to win one (1) of five (5) \$1,000 cash prizes. Referred in the table as the pink cells.

3 x VIP Raceday experiences for four

17. TRL owners (referees) who successfully refer one or more new owners and the total number of units purchased by the new owners is equal to or more than 10 units will be entered into a draw to win one (1) of three (3) VIP raceday experiences for four valued at \$2,965. Referred in the table as the yellow cells.

- a. VIP Raceday Tickets for four (4) people to either
 - i. The 2023 Everest at Royal Randwick
 - ii. The 2023 Melbourne Cup at Flemington
 - iii. The 2024 Magic Millions at The Gold Coast Turf Club
- a) An exclusive hospitality area at the race track
- b) All-inclusive food & drinks

12 months complimentary subscriptions for one ownership unit

18. TRL owners (referees) who successfully refer one or more new owner(s) and the total number of units purchased by the new owner(s) is equal to or more than 10 units will receive 12 months of complimentary subscriptions for one ownership unit, valued at \$300

Prize Conditions

- 19. All components of the prize must be taken together when offered or are forfeited.
- 20. 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).
- 21. 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.
- 22. 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.
- 23. 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.

24. 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.
25. The prize winner's name will be published on the TRL website at www.trl.net/prize-winners on the dates as listed in clause 6.
26. The prize, or any unused portion of the prize, cannot be transferred or substituted, and if not a cash prize 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

27. Entrants agree that by entering this competition, their information will be added to The Racing League's database.
28. 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media company. Entrants understand that they are providing their information to the Promoter and not to a 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 any social media company. Any and all social media companies 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.

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

