

## **CONDITIONS OF ENTRY**

### **‘Season 3 Win Big Monthly’ Trade Promotion**

**Promoter** The Racing League Pty Ltd (ABN 29641198790)

### **Terms & Conditions**

1. This trade promotion (“Promotion”) is conducted by The Racing League Pty Ltd (ABN 29641198790) (“TRL” or “Promoter”).
2. The Promotion will be governed by these terms and conditions (“Terms”).
3. By entering the Promotion, you agree to these Terms.
4. These Terms provide information about the Promotion such as how to enter the Promotion, how the Promotion will operate, how winners will be determined, and available prizes.

### **ELIGIBILITY**

5. Entry is open to residents of New South Wales, Victoria, Queensland, Western Australia and the Northern Territory aged 18 years and over.
6. 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.
7. 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, 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.
8. To be eligible to participate in the Promotion, you must have purchased at least 1 Unit in a Team competing in The Racing League and paid your monthly membership as required under the relevant PDS during the Promotional Period (as defined in clause 19 of these Terms). For clarity, by paying the joining fee

without re-purchasing your monthly membership, you will not be eligible to participate in the Promotion.

9. If you are not a current Owner in a Team competing in The Racing League, then to be eligible to participate in the Promotion:
  - a. You must sign up and become an Owner in a Team competing in The Racing League during the Promotional Period (as defined in clause 19 of these Terms);
  - b. You must have purchased at least 1 month's Ownership in a Team competing in The Racing League; and
  - c. You must maintain a fully paid-up account with no outstanding invoices fees or other payments during the Promotional Period, and you must ensure that your account is paid-up until the end of the Promotional Period.
10. If you are an Owner in a Team competing in The Racing League during the Promotional Period, then to be eligible to participate in the Promotion:
  - a. You must retain your Ownership in your Team at all times during the Promotional Period by paying all Ownership fees that are due during the Promotional Period; and
  - b. You must have a fully paid-up account with no outstanding invoices fees or other payments during the Promotional Period, and you must ensure that your account is paid-up until the end of the Promotional Period.
11. If you are an owner in a team during the promotional period and during this period you cancel, forfeit or have your Ownership rescinded at any time during the promotional period, you are not eligible to participate
12. To be eligible to participate in the Promotion, you must comply with these Terms.
13. The Promotion is only open to Owners in each Team that is participating in The Racing League.
14. Each eligible Owner receives one entry in the Promotion for each Unit owned in their Team, for example, Owner A owns 5 Units and therefore has 5 entries in the Promotion.

## **DEFINITIONS**

15. In these Terms, the following definitions apply:
  - a. "Owner" means a person who meets the eligibility criteria described in the "Eligibility" clause of these Terms.
  - b. "Ownership" refers to an Owner's ownership of one or more Units in a Team within The Racing League.

- c. "PDS" refers to the relevant Product Disclosure Statements for each of the Unit Trusts which are available at: <https://www.trl.net/documentation/>
- d. "Team" refers to the collective body of individual Owners who have purchased Units in one of the Unit Trusts under The Racing League.
- e. "The Racing League" means The Racing League 2020 and includes the Unit Trusts.
- f. "Unit" means a unit in one of the Unit Trusts under The Racing League.
- g. "Unit Trust" means one of the unit trusts under The Racing League, including but not limited to Team Husslers (ARSN 643 759 531), Team Tycoons (ARSN 643 762 092) and Team Rogues (ARSN 643 761 620), the further details of which are provided in the relevant PDS for each Unit Trust.

## HOW TO ENTER

- 16. To enter, you must meet the eligibility criteria set out in the "Eligibility" clause of these Terms, and you must follow the steps set out in this clause.
- 17. During the Promotional Period, you must pay your monthly Ownership fee and not have any outstanding invoices with The Racing League.
- 18. If you hold Ownership Units in multiple Teams, you will be entered into the Promotion for each specific Team you hold Ownership Units in for that specific month provided you meet the eligibility requirements described in the "Eligibility" clause of these Terms.

## THE PROMOTION

- 19. The Promotion commences at 0:01 am (AEST) on Sunday 15/10/23 and closes at 23:59 pm (AEST) on Thursday 30/11/23 ("Promotional Period").
- 20. The Promotion will be drawn at 12:00pm AEST on Friday 1/12/23 ("Drawing Time").
- 21. The Promotion will be drawn at Suite 107, 117 Old Brookvale Road, Brookvale 2100 New South Wales.
- 22. The Promotion will be drawn with the use of the following two pieces of independent software, to ensure a random, fair, independent and transparent process:
  - a. **ahaslides.com** will be used to determine the number of Owners who will share the cash prize in each Team.

- b. **randompicker.com** will be used to determine the name or names of the winners.
- 23. The drawing of the Promotion will be recorded and shared with all eligible Owners within each Team via email and may be shared on social media platforms such as Meta (Facebook, Instagram).

## PRIZES

- 24. There are three Prizes for this Promotion ("Prizes").
- 25. The value of the Prizes is fixed and is dependent on where each Team finishes in The Racing League during the Promotional Period:
  - a. The Team which accumulates the most points during the Promotional Period is awarded \$10,000;
  - b. The Team which accumulates the 2nd most points during the Promotional Period is awarded \$5,000; and
  - c. The Team which accumulates the 3rd most points during the Promotional Period is awarded \$2,500.
- 26. The winner (or winners) of each Prize will be determined using the following two-stage process:
  - a. The first stage will be a random draw to determine how many eligible Owners within the Team will win the respective cash prize for their Team. The independent online software that will determine the number of winners is defined in clause 22a. The maximum number of Owners who can win is 10. The minimum number of Owners who can win is 1. The randomly generated options will be 1, 2, 5 and 10.
  - b. The second stage will be a random draw to determine who the winners are. The independent online software that will determine the winners is defined in clause 22b.
- 27. All components of the Prize must be taken together when offered.
- 28. In the event a winner does not wish to accept the prize, another person will be randomly drawn in accordance with clause 26b.
- 29. All additional costs including all taxes, not expressly stated, but which may be incurred in acceptance and use of the Prize(s), are the responsibility of the winner. Such additional costs may include but are not limited to taxes associated with the prize winning, travel, transportation, meals, beverages, telephone calls, internet connection, telephone or data plan charges, software and/or applications and transport to and from any venue(s).

30. The winner must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in any activities forming part of 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.
31. 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, the Prize may be rescheduled to another date at the absolute sole discretion of the supplier and Promoter.
32. The Prize, or any unused portion of the Prize, cannot be transferred or substituted and cannot be redeemed for a cash equivalent Prize if the Prize is not a cash Prize, even if in the event of a cancellation of the event due to natural calamities or any other force majeure event.

#### **NOTIFYING AND ANNOUNCING THE WINNERS**

33. In accordance with relevant state and territory law, and as described in clause 22 of these Terms, winners will be selected at random using randompicker.com and ahaslides.com to ensure a random, fair, independent and transparent process.
34. Winners will be notified within two business days following the Drawing Time.
35. Winners will be notified via email, as well as SMS or phone call using the contact details which have been provided to The Racing League. It is incumbent upon each participant to provide accurate and up-to-date contact information and to ensure that they are monitoring their nominated email address (including by checking their spam folder and/or whitelisting “trl.net” email addresses).
36. Furthermore, the names of the winners (including first name and the initial of the last name) will be published on The Racing League’s official website at [www.trl.net/winners](http://www.trl.net/winners) (“Website”) within seven days of the Drawing Time and will remain on display for a minimum period of 28 days.

#### **UNCLAIMED PRIZES AND REDETERMINATION OF WINNERS**

37. Should a winner fail to claim their Prize within 21 days from the date of notification, a re-draw will take place to re-allocate the Prize (“Re-Draw”), in the manner described in clause 26b.
38. The date, time and location of the Re-Draw will be published on The Racing League Website at least 14 days before the Re-Draw takes place. All other provisions of these Terms will apply to the Re-Draw.
39. Should a winner of a Re-Draw fail to claim their Prize within 21 days from the date of notification, the promoter will at its discretion, and subject to any

applicable laws, either terminate the Promotion without distributing the Prize, or conduct another re-draw to re-allocate the Prize, and the promoter may continue this until a winner claims their Prize.

## **DISPUTES**

40. The Promoter's decision in relation to the Promotion, the eligibility of any participants, and the awarding of any Prize is final, subject to these Terms and any applicable laws. The promoter has a multi-tiered dispute resolution process. If you have a dispute, you may follow the steps below.

### **Step One - Contact us:**

If you have any dispute in relation to any aspect of the trade promotion, you must first contact us.

- a. You may write to us at: [help@trl.net](mailto:help@trl.net)
- b. When writing to us, to help us promptly deal with your requests, please include the following information:
  - i. Your full name and phone number.
  - ii. The details of the specific Promotion that you have a concern about.
  - iii. What the issue is.
  - iv. What you think we need to do to address it.
- c. We aim to respond to all genuine concerns within 14 days.
- d. We will endeavour to resolve the dispute in a manner that we consider fair to all concerned, within a reasonable time frame.
- e. We cannot respond to every email we receive but we are very serious about dealing with genuine concerns from our participants. The more information you can provide and the more specific you can be about what the issue is and what we need to do, the easier it will be for us to respond to you quickly.

### **Step Two - Mediation:**

If you are not happy with our response, or if the dispute cannot be resolved to your satisfaction through our internal resolution process, you may request that the dispute be resolved through mediation.

- a. Mediation will be conducted by a neutral third-party mediator agreed upon by both parties, or if the parties cannot agree, appointed by the Resolution Institute or its successor.
- b. Unless otherwise agreed, each party will bear its own costs of mediation, and the costs of the mediator will be shared equally between the parties.

- c. The mediation will take place in Sydney, New South Wales, or such other place as may be agreed between the parties.

### **Step Three - Arbitration:**

If the dispute is not resolved through mediation, you may request that the dispute be resolved through arbitration.

- a. The arbitration will be conducted in accordance with the Resolution Institute Arbitration Rules, or any replacement rules, which are deemed to be incorporated by reference into this clause.
  - b. The arbitrator will be a person agreed upon by both parties or, failing agreement, appointed by the Resolution Institute, or its successor.
  - c. Unless otherwise agreed, each party will bear its own costs of arbitration, and the costs of the arbitrator will be shared equally between the parties.
  - d. The place of arbitration will be Sydney, New South Wales, or such other place as may be agreed between the parties.
  - e. The decision of the arbitrator will be final and binding on the parties, subject to any rights of appeal under the applicable legislation.
41. If you have any concerns at any stage, you are always able to obtain independent legal advice. For general information about trade promotions, you may also contact Fair Trading NSW.

### **TERMINATION**

42. We have the right to terminate your Ownership or remove your entries from the Promotion with or without notice if:
- a. you fail to pay your Ownership fees when payment is due;
  - b. you behave in a way that is illegal, seriously inappropriate, or dangerous to any property or person;
  - c. you threaten or harass others;
  - d. you damage any of our resources or property or that of any other participants or third parties;
  - e. you engage in fraud or dishonest behaviour in connection with the Promotion; or
  - f. you otherwise breach these Terms.

43. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your Ownership and your participation in the Promotion and may be referred to the appropriate law enforcement authorities.

## **PRIVACY**

44. By entering this Promotion, you agree to the Promoter collecting, storing, and using your personal information for the purposes of this Promotion.
45. When you provide information to us (which includes but is not limited to when you purchase Ownership Unit(s)), you agree:
- a. to provide true, accurate, current and complete information; and
  - b. to maintain and promptly update such information to ensure it is up-to-date, complete and accurate at all times.
46. We, at all times, abide by the Australian Privacy Principles.
47. Please review our Privacy Policy, located at [www.trl.net/privacy-statement](http://www.trl.net/privacy-statement) for further details about how we collect, store and use your personal information.

## **DISCLAIMER**

48. All of the information and content provided to you via our website, services, the Promotion and any promotional materials ("Content") is provided for information and entertainment purposes only, is general in nature only, and is not in any way to be construed as individual advice, personal advice, investment advice or financial advice.
49. You participate in the Promotion at your own risk.
50. You take full responsibility and risk for making any decision based on the Content so you should ensure you do your own due diligence to ensure the Promotion and our Ownership subscriptions and services are suitable for your own situation and requirements.
51. You hereby agree to irrevocably release and waive any claims you may have now or in the future against us and we take no responsibility or liability whatsoever for any loss, damage or injury that may arise from any person relying on any Content, or acquiring any Ownership subscriptions, goods or services through the Promotion, our services or the website and all such liabilities are expressly disclaimed.

## **LIABILITY**

52. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for personal injury suffered or sustained, as a result of participating in this



Promotion or accepting any of the Prizes, except for any liability which cannot be excluded by law.

53. Certain legislation, including the *Australian Consumer Law* ("ACL") in the *Consumer and Competition Act 2010 (Cth)*, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of goods or services by us to you which cannot be excluded, restricted or modified ("Statutory Rights").
54. Our liability to you is governed solely by the ACL and these Terms. While we endeavour to provide a smooth experience for you when you use our Ownership subscriptions, our services, our website, or participate in the Promotion, we make no representations or warranties of any kind, express or implied, about:
- a. the completeness, accuracy or reliability of the information you obtain from the use of our Ownership subscriptions, our services, our website, or the Promotion; or
  - b. whether our Ownership subscriptions, our services, our website, or the Promotion will be available on an uninterrupted, secure or error-free basis.
55. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.
56. You agree that it is up to you to independently verify, evaluate, and bear all risks associated with your use of any information you obtain via our Ownership subscriptions, our services, our website, or the Promotion or from any third-party service provider.
57. You agree that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your use of our Ownership subscriptions, our services, our website, or the Promotion. In no event will we be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, loss or use of data even if the possibility of such loss was made known to us.
58. When your Statutory Rights apply, to the extent possible, our liability in respect of any claim is limited to, at our option:
- a. The supply of any services again; or
  - b. The payment of the cost of having any Services supplied again.
59. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

## **LIABILITY FOR THIRD PARTY SUPPLIERS**

60. You acknowledge and agree that in order to provide our Ownership subscriptions, our services, our website, and the Promotion we rely on a range of third-party suppliers with which we have no affiliation aside from the fact that they are providing services to us. From time to time you may be required to agree to the terms and conditions which are provided by those third-party suppliers in order to gain the full benefit of our Ownership Subscriptions, our services, our website, or the Promotion.

## **INDEMNITY**

61. You agree to defend, indemnify, and hold us and our officers, directors, employees, contractors, participants, agents and licensees harmless from and against any and all claims, charges, actions, liabilities, investigations, demands and similar, including but not limited to any costs, losses, damages whether direct, indirect, consequential or special and all legal fees resulting from:

- a. your breach of our Terms;
- b. any third-party claims which arise as a result of an act or omission which you commit, including but not limited to claims from other participants;
- c. any activity you may engage in through any use of our Ownership subscriptions, our services, our website, and the Promotion; or
- d. your use of our Ownership subscriptions, our services, our website, and the Promotion.

## **INTELLECTUAL PROPERTY**

62. All custom graphics, icons, logos and service names are our registered trademarks, copyright, trade or service marks.

63. All other trademarks or service marks within the Promotion or provided to you via our website or our services are the property of their respective Owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or our name or anything you access through our services or the website.

64. You agree and acknowledge that we retain all right, title and interest in any intellectual property that we provide to you via the Promotion, our website or the services.

65. You are solely responsible for obtaining written permission before re-using any copyrighted material that is available on the Promotion, our website or via the services. Any unauthorised use of the materials appearing on the Promotion, our website via the Services or on any promotional material may violate

copyright, trademark and other applicable laws and could result in criminal or civil penalties.

## **FORCE MAJEURE**

66. The Promoter is not responsible for any force majeure event which may delay, suspend or make the delivery of the Prize(s) commercially impractical, inadvisable or impossible and require any termination of all or part of the Promotion. In particular, the Promoter is not liable for any failure of or delay in the Promotion, the Drawing Time or the delivery of the Prize(s) where such failure or delay is due to causes beyond the Promoter's reasonable control, including but not limited to acts of God, flooding, war, strikes or labour disputes, embargoes, pandemic, government orders or any other force majeure event.

## **GOVERNING LAW**

67. These Terms and Conditions are governed by the laws of the state or territory of Australia in which you are based, provided that you are based in either New South Wales, Victoria, Queensland, Western Australia or the Northern Territory. If there is any doubt as to which laws should govern these Terms and Conditions, then the laws of New South Wales will apply.

## **AGREEMENT**

68. By complying with the eligibility criteria for the Promotion (as described in the "Eligibility" clause of these Terms) and by agreeing to be entered into the Promotion, you agree to be bound by these Terms. If you do not agree to these Terms then you may not participate in the Promotion.