



## Promotion Terms & Conditions Flemington Race Day Pass TAB Penthouse Experience

### Promotion Schedule:

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|----------------------------------|--|
| <b>A. Promotion</b>              | TAB Penthouse Experience for Race 1 on TAB Australian Cup Day, Saturday 30 March.  |
| <b>B. Event:</b>                 | TAB Australian Cup Day, Saturday 30 March, Flemington Racecourse   |
| <b>C. Eligible Entrants</b>      | <p>The Promotion is only open to individuals who are:</p> <ol style="list-style-type: none"><li>a fully financial Flemington Race Day Pass holder for 2024;</li><li><b>not</b> employees of the Promoter, its associated companies/subsidiaries or agencies associated with this Promotion; and</li><li><b>not</b> immediate family or members of the same household of persons referred to in paragraph b) above.</li></ol> <p>“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>“Immediate family” means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p> <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.</p> |
| <b>D. Promotion Period</b>       | <p><b>Entries Open:</b> 9:00am (AEDT) Monday 25 March 2024</p> <p><b>Entries Close:</b> 9:00am (AEDT) Thursday 28 March 2024</p>   |
| <b>E. How to Enter:</b>          | During the Promotion Period, Eligible Entrants must enter their details into the webform at the following link: <a href="https://vrc-website-master.azurewebsites.net">TAB Penthouse Experience Competition (vrc-website-master.azurewebsites.net)</a>   |
| <b>F. Draw Details:</b>          | <p>The prize draw will be conducted at 10am Thursday 28 March 2024.</p> <p>The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Prize Winners will be announced after Thursday 28 March 2024 at 10am. For the avoidance of doubt, Eligible Entrants do not need to be in attendance at the time of the draw to claim their prize. The draw will be at 448 Epsom Road Flemington VIC 3031 (location subject to change, any changes will be announced on the day). Only one (1) prize can be won by each Eligible Entrant.</p>   |
| <b>G. Prize:</b>                 | <p>The first (1<sup>st</sup>) to third (3<sup>rd</sup>) valid entries drawn at random from all entries received will win 1 x Double pass to the TAB Penthouse for race 1 on Saturday 30 March 2024, located at Flemington Racecourse.</p> <p>Each winner will also receive one (1) complimentary General Admission Ticket valued at \$30 to TAB Australian Cup Day, Saturday 30 March 2024. Guest must be 18+ years of age to participate in the TAB Penthouse experience.</p> <p><b>Total value of Prize Pool:</b> \$90 (inc. GST) plus a money can't buy experience and is subject to change.</p> <p>The prize must be redeemed on TAB Australian Cup Day, Saturday 30 March at the Venue (as set out above or as otherwise advised by the VRC).</p> <p>Note the Prizes are non-transferable and not redeemable for cash.</p>  |
| <b>H. Redraw (if unclaimed):</b> | The redraw will be conducted in the same manner as set out in Item F above and will be drawn at 10am Thursday 7 March.   |



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### Promotion Terms:

1. These Promotion Terms and the Promotion Schedule provide information on prizes and how to participate and together form the Terms and Conditions of Entry. By participating in this Promotion you agree to be bound by these Terms and Conditions of Entry and the Racing Rewards Terms and Conditions that apply to this Promotion, located at [www.vrc.net.au/terms-conditions](http://www.vrc.net.au/terms-conditions).
2. To the extent of any inconsistency between the Promotion Terms and the Promotion Schedule, the terms of the Promotion Schedule will prevail.
3. The Promoter is Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031 ("**Promoter**").
4. Entry is only open to Eligible Entrants as described at Item C ("**Eligible Entrants**"). Employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting this Promotion (and any individuals so involved) are ineligible, as are members of their immediate families and households.
5. To enter the Promotion, Eligible Entrants must follow the instructions detailed under Item E. Only one (1) entry per Eligible Entrant is allowed.
6. Incomplete, inaccurate, illegible or photocopied entries will be deemed invalid. The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or submits inaccurate details.
7. The Promoter will notify the winning entrant (the "**Prize Winner**") via phone and in writing, and their details published on the [vrc.com.au](http://vrc.com.au) website for a period of 1 day from the date of the draw. If the Prize Winner is not able to be contacted, does not claim the prize within 1 day of the prize draw or is ineligible to claim the prize, the Promoter at its discretion, will redraw the Prize in accordance with Item H (where applicable), and award the unclaimed prize to the next eligible entrant (the "alternate winner"). If an alternate winner is drawn and that alternate winner is not able to be contacted, or does not claim the Prize within 1 day of the redraw, the Promoter, in its sole discretion, will forfeit the Prize and no substitute will be offered. If the prize is not available for collection at the Event, the prize will be delivered to or collected by the prize winner by the date agreed between the prize winner and the Promoter.
8. The Prize will be awarded to the person named in the entry. The Promoter reserves the right to require the Prize Winner to provide proof of age, identity and residency. Identification considered suitable for verification is at the discretion of the Promoter and the Promoter reserves the right to disqualify any person who fails to provide the required information or provides false information.
9. The Promoter reserves the right to refuse to allow a Prize Winner to take part in any or all aspects of the Prize, if the Promoter determines in their absolute discretion, that a Prize Winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize.
10. It is a condition of accepting the Prize that a Prize Winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).
11. Once a prize has been claimed by the Prize Winner and has been collected from the Event, or if arranged between the Promoter and the Prize Winner, has been delivered or collected from the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
12. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.
13. The total maximum prize value is the recommended retail price (RRP) correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of prize occurring between the printing date and date the Prize



## Promotion Terms & Conditions Flemington Race Day Pass TAB Penthouse Experience

- is claimed. All prize values are in Australian dollars. Prizes are not transferable, exchangeable or redeemable for cash.
14. If a prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the lottery authorities.
  15. Prize Winners are advised that tax implications may arise as a result of accepting their prize. The Promoter is not responsible for such tax implications and prize winners should seek independent financial advice where necessary.
  16. Unless otherwise specified, if a prize includes a travel, accommodation or an experience component (including such as tickets to an event or amusement), that prize will be valid for one year from the date of the draw or/ by the date specified on the voucher or other document recording the entitlement to the prize and are subject to the terms and conditions of the prize supplier.
  17. Redemption of travel, accommodation and experience prizes are subject to availability at the time of booking and any additional ticketing requirements are at the expense of the Prize Winner.
  18. If it is specified that a prize must be taken on a specific date or during a specific time frame and the Prize Winner is unavailable or unable to partake in the prize during such periods, that prize will be forfeited in full and no substitute prize or compensation will be offered. In these circumstances, the Promoter may, at its sole discretion, redraw that prize.
  19. All ancillary costs and expenses (including transfers, transport accommodation, insurance, food, beverages, entertainment and spending money) in taking such prizes are the responsibility of the Prize Winner (unless expressly stated).
  20. When taking travel prizes, it is the responsibility and expense of the Prize Winner and their guests to ensure that prior to travelling, their personal documentation (including but not limited to passports, visas etc) is valid, they have undertaken any required health checks and/or immunisations and they have checked for travel warnings and any perceived hazards with appropriate authorities. Any expenses incurred as a result of not meeting such requirements are the sole responsibility of the prize winner and their guest.
  21. Where a prize includes cash-on-card, the cash-on-card are valid for use at Flemington Racecourse and are valid for use on the day of the prize only. Cash-on-card values are not redeemable for cash.
  22. Where the prize includes liquor, the Promoter supports the responsible service of alcohol, and may at its sole discretion refuse to award any alcohol-related prize if it would breach any relevant laws or codes including those relating to the responsible service of alcohol, or if the Promoter determines in their absolute discretion, that the Prize Winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize.
  23. By accepting their Prize, each Prize Winner acknowledges and consents to participating in promotional activities relating to the Prize which may include promotional photograph shoots and media interviews. The Promoter may use all photographs and recorded interviews, including the Prize Winner's image, voice, name and other details, without restriction and without further reward or recourse to the prize winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
  24. The entrant warrant and represent that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
  25. The Promoter collects personal information from entrants in order to facilitate the Promotion. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the entrant may not be eligible to participate in the Promotion.



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- The Promoter will handle personal information disclosed by the entrant in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the terms of its privacy policy located at <http://www.vrc.com.au/privacy-policy/>. Where applicable, if the entrant has “opt-ed in”, the entrant agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes, including the sending of electronic messages. Entrants may access the information that the Promoter holds about them, request to “opt-out” of any future communications or make a complaint about a breach of the Australian Privacy Principles or a registered privacy code that binds the Promoter by contacting the Promoter’s Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031.
26. The Promoter will not send, allow to be sent, or assist in the sending of one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act, use or distribute any software designed to harvest email addresses or otherwise breach the Spam Act or the Spam Regulations 2004 (Cth).
27. The Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof.
28. If for any reason this Promotion or the Event is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries and no refund, cash, or alternative tickets will be substituted for failure for the Promotion or Event to run.
29. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself (including any negative encounter experienced by the prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by the third party to meet any of its obligations in Terms and Conditions of Entry or otherwise.
30. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) in connection with this Promotion, or for personal injury suffered or sustained as a result of receiving or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
31. To the fullest extent permitted by law, the entrant releases and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the prizes) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the prizes).
32. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions of Entry.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
34. The Promoter’s decision is final and no correspondence or communication will be entered into.
35. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.