

**2023 MELBOURNE CUP CARNIVAL FASHIONS ON THE FIELD
COMPETITION AND FINAL – BEST DRESSED
TERMS AND CONDITIONS**
(current as at 27 October 2023)

ENTRY CONDITIONS

1. The competition is called “2023 Melbourne Cup Carnival Fashions on the Field Competition – Best Dressed and corresponding 2023 Melbourne Cup Carnival Fashions on the Field Final – Best Dressed” (**Competition or Final**).
2. By participating in the Competition, the Entrants (as defined below) agree to observe and be bound by these terms and conditions, the Entrant Criteria (detailed below) (together the **Terms**). Separate terms and conditions apply for Entrants who enter the Competition. For the avoidance of doubt, people who are eligible for this Promotion (**Entrants**) must continue to act in accordance with the terms and conditions of the Competition.
3. Information on how to enter and on prizes form a part of these terms and conditions of entry. Entry into the Promotion is deemed to be acceptance of these terms and conditions. Included are the Terms and Conditions for Entrants who win through to the Final.
4. The Promoter is Victoria Racing Club Limited (**VRC**) ACN 119 144 078, 448 Epsom Rd, Flemington, VIC, 3031 (**Promoter**).
5. This Competition is open to both digital entry and physical attendance. Physical attendance will be required for the successful Finalists, and as part of the On Course aspect of this Competition. The winner will be announced via a live cross with broadcast partner Network 10 on Kennedy Oaks Day, Thursday 9 November 2023 at a time confirmed by the Promoter closer to the date.
6. This is a game of skill. Chance plays no part in determining the winner.
7. There is no fee for entry into the Competition.
8. For the purpose of the Competition, Best Dressed is defined as a well-considered special occasion race day outfit, **but not a suit**, styled by the Eligible Entrant to be worn to the 2023 Melbourne Cup Carnival. To be complete, the outfit must also showcase millinery and complementary accessories (jewellery, shoes, bag, gloves - as preferred) - borrowing from current fashion trends to reflect the entrants own individual style and appropriateness for a day at the Melbourne Cup Carnival.

ELIGIBILITY TO ENTER AND ELIGIBILITY CRITERIA

9. Entry and registration for the Competition is open to residents of Australia (**Australian Entrants**) as well as residents of countries outside of Australia (**International Entrants**). The Promoter may require proof of residency to be provided at the time of registration. The following persons are ineligible to enter the Competition: a) employees, directors, officers, management, contractors and other representatives of the Promoter, and organisations involved in, or sponsoring, or conducting the Competition or any other Melbourne Cup Carnival Fashions on the Field event; b) individuals (including judges) involved in, or sponsoring, or conducting the Competition or any other Melbourne Cup Carnival Fashions on the Field event; and c) immediate family members and households of any such persons.
10. People wanting to enter the Competition are ineligible to enter this Competition if they enter the 2023 Melbourne Cup Carnival Fashions on the Field Millinery Award and/or Emerging Designer Award competitions conducted during the 2023 Melbourne Cup Carnival, as a milliner or a designer. Similarly, any person who is in any way involved with, works as or otherwise works for an organisation or individual (including milliners or designers) that commercially produces fashion clothing, hats or similar for profit, and is deemed to receive an advantage through that position (at VRC’s discretion), is also ineligible to enter any competitions associated with the 2023 Melbourne Cup Carnival Fashions on the Field Best Dressed competition. If an Entrant is participating in the Millinery Award and/or Emerging Designer Award as a model for a milliner or designer Entrant, no item of clothing, headwear or accessory worn in the Millinery Award and/or Emerging Designer Award may be worn in the Competition (and vice versa). Entrants may (at the absolute discretion of the Promoter) be disqualified from the Competition and any future Melbourne Cup Carnival Fashions of the Field

competitions if any such items are found to be used in both the Competition and the Millinery and/or Emerging Designer Award.

11. Entrants must not be dressed by or styled by a designer or milliner. Any Entrant found to be dressed by or styled by a designer or milliner will be automatically disqualified (at the Promoter's discretion).
12. Entrants must be 18 years of age or over on the day of the judging of the Competition. The Promoter may require proof of age to be provided at the time of registration.
13. Entrants who enter the 2023 Melbourne Cup Carnival Fashions on the Field Competition – Best Dressed are eligible to enter the 2023 Melbourne Cup Carnival Fashions on the Field Competition – Best Suited and vice versa.
14. Entrants may not enter the Competition on behalf of a third party, nor receive any payment or benefit from a third party for entering (or otherwise in connection with) the Competition.
15. The Winner of the 2022 Final is ineligible to enter the Competition.
16. Each Winner of the current Competition will not be permitted to enter any Melbourne Cup Carnival Fashions on the Field Best Dressed or Best Suited competition in 2024.
17. The Competition will be conducted during the Competition Period (as defined below) by Entrants following the entry procedure noted below. All valid entries received will be accepted into the Competition.
18. Entry may be refused if an Entrant does not meet one or more of the Judging Criteria (identified below) or the Eligibility Criteria (identified in this section) or breaches these terms and conditions. Entrants are required to take full responsibility for their entry and for ensuring that their entry complies with these terms and conditions. Incomplete or illegible entries will be deemed invalid.
19. If an entry is invalid or if an Entrant is unable or refuses to take part in any element of this Competition, the Promoter reserves the right to discard that Entrant's entry and proceed as if that Entrant had not entered the Competition.
20. If the Promoter becomes aware after an Entrant has won a Prize, that the Entrant has not complied with these terms and conditions or that their entry is otherwise invalid for any reason, that Entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner and that Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
21. Unless expressly stated in these terms and conditions, all travel and accommodation expenses incurred by an Entrant in relation to the Competition are the sole responsibility of the Entrant.

ENTRY PROCEDURE FOR THE ENTRANTS

22. Entrants must enter the Competition between 8:00pm on 16 August 2023 and 5.00pm 5 October 2023 AEST (**Competition Period**) in their chosen outfit to participate in the Competition.
23. The Competition is available for the states and territories of Australia, as well as for countries outside of Australia. For the avoidance of doubt, a separate and distinct Competition will be conducted across Australia (**Australian Competition**), and a separate and distinct competition will be conducted for International Entrants (**International Competition**), and the top three Finalists of the Australian Competition and the top Finalist of the International Competition will be considered for the Final.
24. The Entrant must be a resident of the jurisdiction in which their applicable Competition operates to be eligible to participate in the Competition. Any Entrant that cannot prove that they are residents of their applicable region, the Promoter may, in its absolute discretion, remove the Entrant from the Competition.
25. To participate in the Competition, Entrants must submit a series of images of themselves wearing their race day outfit. Entrants must have appropriate headwear to complement their raceday outfit in order to enter. Entrants must attempt, where possible, to capture the images in an outdoor location and ensure that details of their outfits are captured.
26. Entrants may submit a maximum of four entries to the Best Dressed Competition over the Competition Period, so long as the Entrant wears a different outfit in each entry. For the avoidance of doubt, a different outfit means different clothing, headwear and millinery, however, accessories such as: shoes, bags, jewellery and belts are able to be worn across different entries. If an Entrant submits more than four entries to the Best Dressed Competition, all entries after the fourth will be deemed void by the Promoter and not valid entries into the Competition.

- a) This clause does not restrict entrants from participating in one on course competition per day
 - b) This clause does not restrict entrants from submitting a maximum of four entries in the Best Suited Competition.
27. Entrants must then complete and submit an online entry form at **MCCFashionsontheField.com (FOTF Website)** along with a minimum of three other images (**Selected Images**) that best portray the Entrant's outfit for judging. The Entrant must submit at least one full-length front on image as part of these images. The Promoter may retouch the Selected Image to fit to required specifications.
 28. The Promoter may upload an assortment of Selected Images of chosen Entrants along with their first name and details of their outfit onto the FOTF Website during the Competition Period, at the Promoter's discretion.
 29. The Promoter reserves the right to not upload or remove any Entrant's Selected Images in their absolute discretion, including if, in the opinion of either Promoter, the Selected Images include objectionable content, profanity or are potentially insulting, inflammatory or defamatory.
 30. Any Entrant who tampers with the entry process or submits an entry (including any entry judged as a winning entry) that is not in accordance with these terms and conditions or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter, will be deemed ineligible to enter the Competition and their Selected Images will be removed from the FOTF Website (if they have been uploaded by the Promoter).
 31. All Entrants who have opted-in to entering the Competition will be judged by the Promoter's Representatives in accordance with the below Selection Criteria. All Entrants may be required to participate, in the Promoter's absolute discretion, in media opportunities including but not limited to, interviews, video recordings or any other medium as required by the Promoter.
 32. Representatives of the Promoter will pick a selection of ten top Entrants from the Australian Competition and ten top Entrants from the International Competition based off the Selected Images. The top Entrants from each Competition will then be judged by a panel of judges as determined by the Promoter, based off the Selected Images, in accordance with clauses 57 to 67 below.
 33. By entering the Competition, each Entrant acknowledges that the Promoter will own the copyright in all photographs and Selected Images produced as part of the Competition, and may use such photographs or Selected Images as they see fit, including in any marketing, media or promotional materials.

PROCEDURE FOR FINALISTS

34. To be eligible to participate in the Final, the Entrant's Selected Images must have been judged, and as a result, the Entrant named as the Finalist for the Australian Competition (three Finalists across Australia) or the International Competition (only one Finalist from the International Competition) (**Finalist**) and acknowledge and agree to the following Entrant Criteria (**Entrant Criteria**):
 - a) Finalists are not permitted to alter or add to their outfit in any way from the Competition until the end of the Final.
 - b) Finalists will receive confirmation of their selection into the Final by email via the Promoter by 21 October 2023 (or such other date as notified by the Promoter).
35. Entry may be refused if a Finalist does not meet the Entrant Criteria, which are available at the point of entering the Competition, or by visiting the FOTF Website.
36. Finalists must not be dressed by or styled by a designer or milliner (regardless of whether that designer or milliner has entered the Emerging Designer Awards or Millinery Awards). Any Finalist found to be dressed or styled by a designer or milliner will be automatically disqualified (at the Promoter's discretion).
37. Entrants must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoter, the Competition, any other Melbourne Cup Carnival Fashions on the Field event or other Entrants or models at any time. If an Entrant is seen or heard to be doing so they will be immediately disqualified from the Competition and all other competitions run or promoted by the Promoter in 2024 and 2025.
38. Each Finalist will not be permitted to enter any Melbourne Cup Carnival Fashions on the Field competition in 2024.

39. All Finalists may be required to participate, in the Promoter's absolute discretion, in media opportunities including but not limited to, interviews, video recordings or any other medium as required by the Promoter.
40. By entering the Competition, each Finalist acknowledges that the Promoter will own the copyright in all photographs and Selected Images submitted as part of the Competition and produced as part of the Competition, and may use such photographs or Selected Images as they see fit, including in any marketing, media, broadcast or promotional materials.

ENTRY PROCEDURE ON COURSE FASHIONS

41. The Promoter will accept Entrants on Saturday 4 November 2023 (Penfolds Victoria Derby Day) and Tuesday 7 November 2023 (Lexus Melbourne Cup Day), and Thursday 9 November 2023, (Kennedy Oaks Day) (**On Course Entrants**). To be eligible as an On Course Entrant you must be available on Wednesday 8 November 2023 to participate in media opportunities with the Promoter if requested.
42. Entrants may enter the Competition by completing an online entry form provided by the Promoter. As part of the registration form, Entrants must agree to their photos being uploaded to the FOTF Website at the discretion of the Promoter.
43. Entrants may share uploaded entries on certain social media platforms (including Facebook and Twitter), but cannot use the Selected Images for commercial purposes.
44. The Promoter may upload an assortment of Selected Images of chosen On Course entrants along with their name and details of their outfit onto the FOTF Website the day of each Competition, at the Promoter's discretion.
45. The Promoter reserves the right to not upload or remove any On Course Entrant's Selected Images at their ultimate discretion, including if, in the opinion of either Promoter, the Selected Images include objectionable content, profanity or are potentially insulting, inflammatory or defamatory.
46. Any On Course Entrant who tampers with the entry process or submits an entry (including any entry judged as a winning entry) that is not in accordance with these Terms and Conditions or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter, will be deemed ineligible to enter the Competition and their Selected Images will be removed from the FOTF Website (if they have been uploaded by the Promoter).
47. All On Course Entrants who have opted-in to entering the Competition will be judged by the Promoter's Representatives in accordance with the Selection Criteria.
48. Representatives of the Promoter will pick their top three On Course Entrants each day based off their participation in the on course competition process
49. The representatives of the Promoter will only choose three daily finalists from the On Course Entrants (**On Course Finalists**).
50. Each On Course Finalist is ineligible to re-enter on other days of the Melbourne Cup Carnival.
51. By entering the Competition, each On Course Entrant acknowledges that the Promoter will own the copyright in all photographs and Selected Images produced as part of the Competition, and may use such photographs or Selected Images as they see fit, including in any marketing or promotional materials.
52. The On Course Finalists may be required to be available at the Promoter's discretion for media related content to be photographed and filmed for purposes of broadcast content.
53. The On-Course competition will only occur if patrons are permitted to attend Flemington Racecourse. If patrons are unable to attend Flemington Racecourse during the dates specified in clause 41, the On Course aspect of the Competition will not take place.

NO COMMERCIAL INVOLVEMENT

54. Neither Entrants nor their outfits are permitted to commercially promote a brand, store, or designer or any other commercial enterprise.
55. Entrants may have only entered the Competition and the Final in their own private capacity and not on behalf of a third party, including any commercial enterprise, designer or milliner.
56. Entrants must not receive any payment or benefit from a third party (including any commercial enterprise) for entering, participating or otherwise in connection with, the Competition.

JUDGING OF THE COMPETITION AND FINAL

57. For the avoidance of doubt, the Promoter may determine, in its absolute discretion, whether an Eligible Entrant may be entered into the Best Dressed or Best Suited Competition and Final, including but not limited to whether an Eligible Entrant has met all required criteria under these Terms.
58. The selection criteria (**Selection Criteria**) for the Competition and the Final is as follows:
 - a) The originality of the outfit.
 - b) The appropriateness of the outfit for the 2023 Melbourne Cup Carnival Fashions on the Field Competition – Best Dressed, at the 2023 Melbourne Cup Carnival.
 - c) The understanding and display of style, fashion trends and individuality.
 - d) The use of millinery (hats, fascinators, head bands, tiaras, flower laurels, hair scarves etc).
 - e) Attention to detail with accessories (eg, jewellery, bag, shoes).
 - f) Grooming and deportment.
 - g) How the entire outfit is complementary and fits together.
 - h) Suitability of the outfit for a day time, race day event.

National Dress will be accepted if the above selection criteria is met.
59. The Promoter will select the judging panel for the Competition and Final and each Entrant and Finalist will be judged based on the Selection Criteria (as interpreted by the judges in their absolute discretion).
60. The judges' decision is final and binding on every Entrant and Finalist and no correspondence will be entered into.
61. In the event of a draw, the Promoter's adjudicator (a VRC representative) will determine the winner.
62. Three Finalists will be selected from the Australian Competition and one Finalist will be selected from the International Competition based on the Selection Criteria, and will be notified by the Promoter in writing on or around 5 days after the Competition (or such other date as notified by the Promoter). Each Finalist may also be announced on the FOTF Website, in email communications to Entrants from the Promoter and on the Promoter's social media accounts on or around 4 days after the Competition.
63. The Finalists for Best Dressed Melbourne Cup Carnival Fashions on the Field 2023 will be determined via the criteria listed in section 58 above. For the avoidance of doubt, only three Finalists from the Australian Competition and one Finalist from the International Competition will be selected via the Selection Criteria to attend Flemington Racecourse to compete to be the Final Winner as decided by the Promoter in its absolute discretion.
64. The Competition is a game of skill. Chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Selection Criteria. For the Final, the judges may also rank additional entries as Runner-Up, Second Runner-Up and so on in case the first chosen Final Winner are ineligible to receive their prize.
65. Any Entrant or Finalist not complying with these Terms and Conditions in the opinion of the Promoter's Representative may be immediately disqualified by the Promoter's representative at their ultimate discretion.
66. If an Entrant is selected as a Finalist, they are not permitted to make any alterations or additions to any of the garments (including accessories and millinery) worn in the Selected Images. Breach of this condition may result in the Entrant being disqualified from the Competition.
67. Finalists will be required, as determined by the Promoter, to be filmed or recorded in an interview, media package and/or demonstration relating to this Competition and their successful outfit.

PRIZES FOR THE COMPETITION

68. Total Prize pool value is up to \$121,927 (incl. GST). GST does not apply to the issuing of gift cards.
69. Finalists must, at the Promoter's reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding the Competition or the winning of any prize, free of charge. The International Finalist must be available to attend Kennedy Oaks Day on Thursday 9 November 2023. For the avoidance of doubt, the Promoter may, in its absolute discretion, select another International Finalist if the initial International Finalist cannot attend Kennedy Oaks Day.

70. Each Finalist must be available for a minimum of six (6) additional promotional appearances if reasonably required by the Promoter during 2023/2024. The VRC will arrange reasonable and appropriate transportation to any such promotional appearances.
Each Finalist agree that when competing in the 2023 Final, they will comply with these terms and conditions.

PRIZES FOR THE FINAL WINNER

71. The winner of the Final (**Final Winner**) will be announced via live cross with broadcast partner Network 10 on Kennedy Oaks Day, Thursday 9 November 2023 and confirmed via email by the Promoter.
72. The Final Winner, runner-up and second runner-up will receive the prizes described and set out in the Prize Schedule.
73. Prizes will be announced on the day of the Competition but will not be distributed to the Final Winner, runner-up and second runner-up until after the day of the Final as determined by the Promoter, but by no later than 31 December 2023. For the avoidance of doubt, some prizes may incur delays in delivery outside of the control of the Promoter and any Winner, runner-up or second runner-up acknowledges and accepts any delay that occurs.
74. Prizes are non-transferable, non-exchangeable and not redeemable for cash and are subject to change at the discretion of the Promoter for other prizes of equal or greater value. 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.
75. The total maximum prize value is 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 is claimed. All prize values are in Australian dollars.
76. All prizes remain the property of the prize winner once awarded. No interest in a prize may be granted or transferred to a third party by a prize winner.
77. If for any reason, the Promoter becomes aware after a Finalist or Final Winner has won a prize that the Finalist or Final Winner has not complied with these Terms and Conditions or that their entry is otherwise invalid, that Finalist or Final Winner will have no entitlement to that prize, even if the Promoter has announced them as the winner and that Finalist or Final Winner will be required, at the direction of the Promoter to return, refund or otherwise make restitution of the prize.
78. All accommodation prizes must be taken exactly as specified by the prize supplier and these Terms and Conditions (including the Prize Schedule), unless the Promoter or prize supplier advises otherwise. Conditions of accommodation and vehicle leasing or use apply and accommodation prizes are subject to availability.
79. Any additional ticketing or accommodation requirements (including alterations or extensions), or changes to ticketing and accommodation will be at the discretion of the prize supplier and at the prize winner's expense.
80. All ancillary costs and expenses (including petrol, transport, airport transfers, additional insurance, food, beverages, entertainment and spending money) in taking any prize will be the responsibility of the prize winner (unless expressly stated).
81. The Promoter takes no responsibility for any negative encounter experienced by a prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, cancellations or postponement of an event, inclement weather or any illness experienced by the winner. Any costs incurred as a result (including accommodation costs) are the sole responsibility of the prize winner and no substitute prize or compensation will be offered under any circumstances.
82. Once a prize has been claimed by the prize winner and has been collected, or if arranged between the Promoter and the 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.
83. 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. The winners of each prize agree that the Promoter will not be responsible or liable for the failure of a third party prize supplier to provide all or any part of the

relevant prize. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.

84. If a prize winner is unable or unavailable to participate in or use a prize awarded, that prize may be forfeited in full and no substitute prize or compensation will be offered.
85. 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.
86. The 2023 Final Winner must be available to participate in a minimum of eight appearances, if required by the Promoter, during 2023 and 2024, free of charge. The Promoter will be responsible for reasonable transport and transfer costs where attendance is required.
87. The Final Winner may be required to temporarily loan their winning outfit (including all accessory items such as headwear, shoes and bags) to the Promoter for 12 months commencing Monday 4 December 2023. If applicable, the outfit will be on display in the Flemington Heritage Centre at Flemington until the conclusion of the 2024 Melbourne Cup Carnival. The outfit will be kept at the Promoter's risk, provided that the Promoter's total liability in connection with any damage, theft or loss will not exceed \$2,500.
88. Should a prize winner prove to be ineligible for a competition (including any Finalist), be unable to fulfil the Entrant Criteria in any way, not agree to any of the Terms, breach the Terms or interfere with the fair running of the Competition (or attempt to do so), or, if despite using all reasonable attempts to do so, the Promoter is unable to contact the winner on the day, then some or all of their prizes may be passed on to the runner-up. If the runner-up similarly fails to qualify for a prize, then the prize will be transferred to the second runner-up and so on.
89. The 2023 Final Winner must not become an ambassador, face of, judge of a fashion competition, spokesperson for, or associated with any other racecourse in Australia other than Flemington, unless approved in writing by the Promoter, within 12 months of winning the 2023 Melbourne Cup Carnival Fashions on the Field Final – Best Dressed Competition.

PRIZE INFORMATION

90. Unused portions of Prizes will be forfeited and no compensation will be paid in lieu of that element of the Prize. The Prize must be taken as offered and cannot be varied unless authorised by the Promoter. The Prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoter accepts no responsibility for any variation in Prize value.
91. Where Prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.
92. Except to the extent required by any law, including the Australian Consumer Law, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize or the failure of any Prize to be of acceptable quality.
93. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
94. If the Prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter).
95. If a prize includes any flights, the relevant winner acknowledges the flights are to be booked at the Promoter's discretion.
96. Any International Finalist acknowledges it is their responsibility to have all applicable valid visa and passport requirements, and that no substitute prize will be given if the International Finalist is unable to meet the required travel documentation requirements.

97. Where a Prize is a TCL product or package, the Entrant agrees that the product or package will only be delivered to an address within Australia or New Zealand. TCL will use their best endeavours to deliver the package as soon as possible following the announcement of prizes, however, this may vary depending on the shipping location.
98. If the Prize involves a Tabcorp voucher, the voucher is supplied by Tabcorp Holdings Limited and is subject to Tabcorp Conditions of Use, located at <http://www.tab.com.au>. Tabcorp supports responsible gambling and the award of a Tabcorp voucher as a prize is not intended to induce, suggest or imply that the prize winner should open a betting account, that winning will be a definite outcome of participating in gambling activities or that participation in gambling activities is likely to improve the winner's financial prospects. By participating in this Promotion, each participant acknowledges and agrees that this Promotion is in no way sponsored, endorsed or administered, or associated with, Tabcorp Holdings Limited or its related bodies corporate (**Tabcorp**) and fully releases Tabcorp from any and all liability attaching to this Promotion.
99. If the Prize includes a years' supply of Schweppes, this must be redeemed by 15 December 2023. Delivery is to a Metro delivery address within 50km's of CBD of Melbourne, Sydney, Brisbane, Adelaide, Perth and Hobart. The voucher equates to 16 cases of 24 units per case, with the split of 16 cases to be allocated from the following products: Dry Ginger Ale, Zero Sugar Dry Ginger Ale, Lemon Lime Bitters, Bitter Lemon, Lemonade, Zero Sugar Pink Lemonade, Soda Water, Tonic Water, Zero Sugar Tonic Water, Agrum Citrus Blend, Zero Sugar Agrum Citrus Blend, Agrum Blood Orange, Natural Mineral Water, Orange/Mango Mineral Water, Cool Ridge.
100. If the Prize involves a product from Penfolds, unless specified, the product is to be selected at the discretion of Penfolds and is subject to change.
101. If the Prize contains a Paramount+ subscription, this offer must be redeemed by 29 February 2024. This offer is only available to new Paramount+ subscribers, aged 18 or over, residing in Australia. This offer entitles you to a year of complimentary access to Paramount+ courtesy of Victoria Racing Club Ltd when you subscribe to a monthly plan. Payment method required. This Prize is subject to the Paramount+ Subscription Terms and Conditions available at <https://pplus.legal/subscription>.
102. Prizes must be claimed in accordance with any claim instructions provided by the Promoter.
103. If a Prize is not accepted by, or failing all reasonable efforts by the Promoter, is not delivered to the Prize winner, the relevant winner's entry will be deemed invalid.
104. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
105. Prizes are subject to change at the discretion of the Promoter subject to Australian and International regulations.

PHOTOGRAPHS, INTELLECTUAL PROPERTY AND PERSONAL DETAILS

106. The Promoter may collect personal information provided by the Entrants, when entering or participating in the Competition (including without limitation the Entrants' name, address, phone number, age, email, other information provided in registration forms, photography, footage or other recordings of Entrant, information obtained from any Competition partners, or information provided by Entrant when submitting any questions or queries regarding the Competition) or by Entrant doing anything in connection with this Competition.
107. The personal information will be used for the purposes of facilitating the Competition, unless otherwise specified at the time of collection. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Competition or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation.
108. If the personal information requested is not provided, the Entrant may be excluded from the Competition.
109. The Promoter will handle personal information provided by the Entrant in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and the terms of their respective privacy policies. For entrants in the European Union and the United Kingdom, the Promoter will handle personal information in accordance with the EU GDPR and the UK GDPR (including the Data Protection Act 2018). VRC's privacy policy is available at www.vrc.com.au. If you wish to exercise your rights, including to access and correct your personal information or make a privacy complaint,

you may contact the Promoter's Privacy Officer separately as provided in the Promoter's privacy policy.

110. All entries will be entered into a database upon registration, and the Entrant agrees that if they have "opted-in, the Promoter may also use personal information for future promotional, marketing, publicity and research purposes, including keeping the Entrant informed of the latest VRC news, events, promotions, surveys and offers. If applicable, if the Entrant has opted-in, their personal information may also be disclosed to the Promoter's partners and sponsors to enable communication for specific purposes, including but not limited to, marketing. Entrants may access, correct or exercise their other rights in relation to the information that the Promoter holds about them, or request to "opt-out" of future communications by contacting VRC Customer Service on 1300 727 575 (for Entrants in Australia) or privacy@vrc.net.au (for all other entrants).
111. Entrants represent and warrant that, in relation to all materials submitted by the Entrant for the purposes of the Competition, including but not limited to the Selected Images (**Submission Materials**):
- a) the Submission Materials do not infringe any other intellectual property rights or personal rights of any third party, and the Entrant indemnifies the Promoter from any or all claims, actions, demands, suits and allegations of infringement of the rights in the Submission Materials, and from any and all losses, damages, judgments and expenses arising from them;
 - b) it will procure for the benefit of the Promoter, and must do so upon request by the Promoter, an undertaking from any holder of "moral rights" (as that term is defined in the *Copyright Act 1968* (Cth) in the Submission Materials not to enforce any of their moral rights in the Submission Materials, and the holder's consent to the acts set out in clause 55 with respect to the Submission Materials.
112. Entrants grant to the Promoter a perpetual, irrevocable, non-exclusive, royalty free, sublicensable licence to use the Submission Materials, including all intellectual property rights in the Submission Materials, in all media worldwide for any purpose and the Entrant will not be entitled to any fee for such use.
113. Entrants acknowledge and consent to: (i) the Promoter's use of the Submission Materials without any attribution of the Entrant's authorship; (ii) the Submission Materials being altered and/or varied in any way by the Promoter, as it sees fit, whether or not such alteration results in a material distortion of the Submission Materials, or is prejudicial to the honour or reputation of the Entrant; and/or (iii) the Promoter falsely attributing authorship of any Submission Material(s).
114. By entering the Competition, each Entrant:
- a) consents to their image, name, character, likeness, voice or anything else that identifies them (**Identifiers**) being broadcast, filmed, photographed or otherwise recorded (without compensation, reward, or any other rights) while participating in the Competition, or in taking or using any prize;
 - b) consents to the use of their Identifiers in any marketing, broadcast, promotional or other materials developed by or on behalf of the Promoter (**Materials**) or any matter incidental to the Competition (including use by the Promoter's contractors, agents and their respective sub-contractors);
 - c) acknowledges and agrees that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoter and that the Promoter will have the exclusive right to use, reproduce, broadcast, transmit, distribute, exploit, publish (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), edit, alter or otherwise change the Materials for the purposes above, without compensation;
 - d) releases the Promoter from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and e) waives, in favour of the Promoter, any rights in the nature of moral rights as defined in the *Copyright Act 1968* (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by any Promoter which may infringe such moral rights.

GENERAL

115. All entries become the property of the Promoter when submitted.
116. Registrations will be deemed to be accepted at the time the entry is received in the registration database and not at the time of transmission or submission. No responsibility will be taken for

incomplete, late or lost entries. 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. If for any reason any aspect of the competition is not capable of running as planned due to such technical malfunctions, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries.

117. At the time of publishing all information was correct.
118. If, for any reason, the Competition or any of the prizes are not capable of being run or offered as planned, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to state and territory regulations and may include cancellation, termination, modification or suspension of the Competition. If the Competition is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to Entrants arising out of any resultant action taken by the Promoter.
119. If the Competition is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to Entrants arising out of any resultant action taken by the Promoter.
120. Unless required by any law, including the Australian Consumer Law, the Promoter, and its respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Competition (including entry, collation of Entrant details, prize draw and determination of the winners), or use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
121. If requested by the Promoter, any Entrant or prize winner (and their companion(s), if applicable) (or if a Entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Competition and/or providing the prize prior to undertaking any specified activities forming part of the Competition, acceptance or use of the prize or the prize itself. If any Entrant, prize winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant Entrants or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed.
122. If other entities are conducting the Competition in conjunction with the Promoter, the Promoter is not liable for any error made by the other entity when communicating details of the Competition, the entry process, the prize, determination of the winner and promoting the Competition.
123. The Promoter may at its absolute discretion, prohibit or disqualify an Entrant from participating in the 2023 Melbourne Cup Carnival Fashions on the Field Best Dressed competition at any time, cancel or suspend a prize or cease to provide a prize to a winner, if the Promoter is made aware that the Entrant (at any time before or during the Competition or International Final) or the prize winner (at any time during the 2023/2024 period as a representative of the 2023 Melbourne Cup Carnival Fashions on the Field Competition) or any of their companion(s) are, in the reasonable opinion of the Promoter:
 - a) is in breach of these Terms and Conditions;
 - b) under the influence of alcohol or drugs;
 - c) engaging in criminal behaviour;
 - d) behaving aggressively, disruptively or in any other inappropriate manner;
 - e) engaging in conduct that is misleading, deceptive or contrary to law; or
 - f) engaging in any other conduct or behaving in any other manner which might reasonably be expected to adversely affect the image of, or otherwise diminish the good name and reputation of the Promoter, its Sponsors or any of their respective events, goods or services.
124. If an Entrant, Finalist or Final Winner engages in any conduct under Clause 123, the Promoter, in its sole discretion, may prohibit the Finalist or Final Winner from participating in future Fashions on the Field events conducted or promoted by the Promoter.



125. The Promoter's decisions in connection with any competitions associated with the Competition and Final are final and no correspondence will be entered into.
126. The Promoter reserves the right to amend these terms and conditions from time-to-time in its absolute discretion.
127. These Terms are governed by the laws of Victoria, Australia. Each Entrant submits to the exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Terms and waives any rights to claim that those courts are an inconvenient forum.

PRIZE SCHEDULE – 2023 MELBOURNE CUP CARNIVAL FASHIONS ON THE FIELD COMPETITION AND FINAL – BEST DRESSED COMPETITION

***Note: All prizes are subject to the Terms and Conditions (and your attention is drawn in particular to those set out in Clauses 71 –105). All prize values include GST (where applicable).**

Winner

- \$45,000 Cash payable via pre-paid card valued \$45,000
- TCL TV & Appliance Package valued at \$4,000
- Sofitel Melbourne on Collins Voucher valued at \$2,950
- \$1,000 voucher* valued at \$1,000
- Penfolds Bin 707 Cabernet Sauvignon 2021 valued at \$800
- A years' supply of Schweppes valued at \$500
- Paramount+ 12 month Subscription valued at \$119

Total First Place Prize valued at: \$54,369

Second Place

- \$5,500 Cash payable via pre-paid card valued \$5,500
- Sofitel Melbourne on Collins Gift Voucher valued at \$2,900
- TCL TV & Appliance Package valued at \$1,999
- \$1,000 voucher* valued at \$1,000
- A gift from Penfolds valued at \$600
- A years' supply of Schweppes valued at \$500

Total Second Place Prize valued at: \$12,499

Third Place

- \$3,500 Cash payable via pre-paid card valued \$3,500
- Sofitel Melbourne on Collins Gift Voucher valued at \$2,900
- TCL TV & Appliance Package valued at \$1,699
- \$1,000 voucher* valued at \$1,000
- A gift from Penfolds valued at \$360
- A years' supply of Schweppes valued at \$500

Total Third Place Prize valued at: \$9,959

Finalists for the Australian Competition

The top three (3) Finalists from the Australian Competition digital entries will receive:

- A 2023 Melbourne Cup Carnival experience to compete in the Final on Kennedy Oaks Day. This includes:



- Domestic flights and applicable transfers;
- Four (4) nights accommodation at Sofitel Melbourne on Collins to be used during the Melbourne Cup Carnival 2023; and
- 2023 Melbourne Cup Carnival Experience.

To the value of: \$6,400 per Finalist.

Finalist for the International Competition

The top one (1) Finalist from the International Competition digital entries will receive:

- A 2023 Melbourne Cup Carnival experience. This includes:
 - Flights and applicable transfers;
 - Four (4) nights accommodation at Sofitel Melbourne on Collins to be used during the Melbourne Cup Carnival 2023; and
 - 2023 Melbourne Cup Carnival Experience

To the value of: \$12,400

On-Course Finalists

Each of the nine (9) On-Course Finalists will win:

- An opportunity to compete in the Final on Kennedy Oaks Day 2023
- \$1,500 cash payable via pre-paid card valued at \$1,500

Total Prize pool valued at \$121,927

*Note the Promoter will advise further details of the applicable voucher when available.