

The MRC Members' Everest Sweepstakes Promotion TERMS AND CONDITIONS

General

1. Rules on how to enter form part of the terms and conditions of the Promotion.
2. By entering into 'The MRC Members' Everest Sweepstakes Promotion' (the **Promotion**), you acknowledge that you have read, understood and agree to the Promotion terms and conditions.
3. The promoter of the Promotion is Victoria Amateur Turf Club (incorporating Melbourne Racing Club) trading as Melbourne Racing Club of Gate 22, Station Street, Caulfield VIC 3162. ABN 96 267 203 634 (the **Promoter**).

Eligibility

4. Entrants in the Promotion must be strictly 18 or over to enter.
5. Entry in the Promotion is only open to residents of Australia who are 2019/2020 racing season members of the Promoter and whose category of membership carries voting rights, excluding:
 - (a) committee members, management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated directly with the Promotion;
 - (b) a spouse, de-facto spouse or child of a person referred to in paragraph 5(a) of these terms and conditions (including natural and non-natural relations (in the opinion of the Promoter));
 - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter;
 - (d) persons who have been evicted from Morningson/Caulfield/Sandown Racecourse; and
 - (e) any other persons deemed ineligible by the Promoter,

each such person being an **Eligible Entrant**.

6. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

Entry Mechanic

7. In order to gain entry into the Promotion, an Eligible Entrant must:
 - (a) scan their membership card at an entry point to Caulfield Racecourse during the Entry Period (as defined below) on Caulfield Guineas Day, Saturday 12 October 2019 (**Race Day**); and
 - (a) be available to attend the Caulfield Racecourse Mounting Yard to view The Schillaci Stakes (the **Race**) which is anticipated to be the final race scheduled on Race Day at (approximately 5:10 p.m., subject to change at the complete discretion of the Promoter).

(each, an **Entry**).

8. Entry into the Promotion is open from membership gate opening time on Race Day (which is anticipated to be approximately 10:30 a.m. but is subject to change at

the complete discretion of the Promoter) until 2:00 p.m. on Race Day (the **Entry Period**).

9. The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including but not limited to entrant identity and location) and disqualify any entrant who is not an Eligible Entrant or who submits an Entry that is not in accordance with these terms and conditions.
10. For the avoidance of doubt, each Eligible Entrant is permitted to have a maximum of one (1) Entry.

Conduct of The Draw

11. Each Entry will be placed into the Promotion draw.
12. The Promoter will conduct a series of random electronic draws at Caulfield Racecourse on Race Day at the conclusion of the Entry Period and prior to the Race (the **Draw**).
13. Each Entry drawn in the Draw (**Minor Winner**) will be allocated a horse in the Race which each such Minor Winner will represent for the purpose of the Promotion.
14. There will be multiple Minor Winners.
15. The number of Minor Winners will depend on the number of confirmed runners in the Race, following publication of official scratchings by Racing Victoria and/or Racing Australia on the morning of Race Day. It is noted that there is a maximum field of 16 horses under the conditions of the Race.
16. The first drawn Minor Winner in the Draw will be allocated the horse wearing saddlecloth 1 in the Race. The second drawn Minor Winner will be allocated the horse wearing saddlecloth 2 in the Race, and so on and so forth until such a time as each horse competing in the Race has been allocated to a Minor Winner and, at which point, the Draw will conclude.
17. Minor Winners will be contacted by a representative of the Promoter following completion of the Draw and prior to the time of the Race and the Promoter will attempt to utilise other means at the Racecourse to notify each Minor Winner.
18. In the event a Minor Winner cannot be contacted or does not return phone calls by 4:00pm on Race Day, the Promoter may, in its absolute discretion, elect to conduct a re-draw to determine a substitute Minor Winner and will use reasonable endeavours to notify the original winner of the re-allocation.
19. Prior to the Race, Minor Winners will be instructed to assemble at the Race Day Office, located on the outside concourse at a time to be instructed by the Promoter for a briefing session and to be escorted to the Mounting Yard to view the Race.
20. Those Minor Winners who do not present to the Race Day Office, Mounting Yard or as otherwise reasonably instructed by the Promoter will at such time cease to be a Minor Winner (unless it is otherwise determined by the Promoter in its complete discretion, having regard to any extenuating circumstances) and the Promoter may, in its absolute discretion, elect to conduct (a) a re-draw to determine a substitute Minor Winner and use reasonable endeavours to notify the original winner of the re-allocation or (b) remove that person as a Minor Winner.
21. Each Minor Winner will be entitled to a prize of \$500.00 cash, payable by the

Promoter to the Minor Winner within 7 days of Race Day.

The Race

22. The Minor Winner who, in accordance with the process described in paragraph 16 above, is representing the horse placing first in the Race following declaration of "correct weight" by the Racing Victoria Stewards will be the **Major Winner**.
23. For the avoidance of doubt, interim results of the Race are disregarded for the purpose of the Promotion and no regard will be had to the 'in the run' finishing positions of the horses in the Race when determining the Major Winner.

The Everest

24. The Promoter owns a slot licence which entitles the Promoter to nominate a horse to compete in The Everest Race (the **MRC Horse**), being a 1200m WFA Race conducted at Royal Randwick Racecourse on 19 October 2019 (**The Everest**).
25. It is anticipated that the winner of the Race will be the MRC Horse. However, there are a variety of reasons why this may not be the case, including (without any limitation whatsoever) that the owner(s) of the winner of the Race may not elect to run in the Everest, or may already be running in the Everest pursuant to a slot arrangement with a third party and not the Promoter. In these circumstances, the MRC Horse may be a horse which did not win the Race (for instance, the MRC Horse in these circumstances may be the second placed horse).
26. Irrespective of the matters referred to in paragraph 25 above, the Major Winner will not be substituted by any other Minor Winner who may have been associated with the MRC Horse in the context of the Race. For clarity, determination of the Major Winner is closed at the time at which "correct weight" of the Race is declared.
27. The Major Winner will receive the following:
 - (a) an invitation for the Major Winner and 3 guests to attend the Committee Room Function on Caulfield Cup Day, 19 October 2019 (the **Function Prize**); and
 - (b) the right to receive the following sums of money, depending on the finishing position of the MRC Horse in The Everest following "correct weight" being declared by the Racing New South Wales Stewards (**Major Cash Prize**):
 - (i) \$250,000 where the MRC Horse is declared the winner of The Everest;
 - (ii) \$100,000 where the MRC Horse is declared as the second-place horse in The Everest;
 - (iii) \$50,000 where the MRC Horse is declared as the third-placed horse in The Everest; and
 - (iv) nil where the MRC Horse does not meet any of the criteria described in paragraphs (b)(i),(ii) or (iii) above.
28. Each entrant into the Promotion acknowledges that Major Cash Prize for value (i.e. the circumstances set out in paragraphs (b)(i),(ii) or (iii) above) is a contingent outcome and there is no certainty or undertaking that any Major Cash Prize will

be distributed other than on the successful occurrence of the contingencies set out in paragraph 27(b)(i),(ii) or (iii) above.

29. The Major Cash Prize will be distributed (to the extent required) by the Promoter to the Major Winner within 28 days of the running of The Everest. The Major Winner shall not be able to nominate or redirect the Major Cash Prize to another person or entity.
30. If The Everest is cancelled for whatever reason by Racing New South Wales, there will be no substitute race and no Major Cash Prize will be issued.
31. In order to be eligible to win the Function Prize and/or the Major Cash Prize, the Major Winner must continue to be an Eligible Entrant for a continuous period from the commencement of the Entry Period until the issuing of the Major Cash Prize by the Promoter.
32. If the Major Winner ceases to be an Eligible Entrant pursuant to paragraph 31, the Promoter may (in its absolute discretion) determine to either (a) conduct a draw of the remaining Minor Winners to substitute the place of the Major Winner; or (b) deem that there is no Major Winner.

Maximum Value of Prizes

33. The maximum aggregate amount to be won by the collective Minor Prize Winners in the Promotion is \$8,000.00 (i.e. \$500.00 each for a maximum of 16 Entries).
34. The total maximum value of the Major Cash Prize is \$250,000.00.
35. The maximum value of the Function Prize is \$2,000.00.
36. The total maximum value of prizes which may be won in the Promotion is \$260,000.00.

Miscellaneous

37. The Function Prize does not include transfers to and from Caulfield Racecourse on Caulfield Cup Day, Saturday 19 October 2019.
38. None of prizes in the Promotion are transferable, exchangeable or redeemable for cash. The Promoter reserves the right to substitute an alternative prize at its complete discretion. The Promoter accepts no responsibility for any variation in the value of the Prize. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prizes; and (b) no compensation will be payable if, for any reason, the Race or the Everest does not go ahead, a winner cannot be contacted or is unable to use the prize as stated.
39. The Major Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward. If the Prize is obtained through any of these methods, it will not be honoured.
40. Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoter (including its officers, employees, members 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, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

any theft, unauthorised access or third party interference; 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; any variation in prize value to that stated in these terms and conditions; any tax liability incurred by any entrant; any prize(s); or participation in or use of the prize. In these terms and conditions, '**Consumer Guarantees**' mean the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the Promotion and Consumer Act 2010 (Cth), Australian Consumer Law and Fair Trading Act 2012 (Vic), as amended from time to time, or other similar legislation of a State or Territory of Australia.

41. The personal information you have provided in your entry to the Promotion is collected, used and disclosed in accordance with the Promoter's Privacy Policy (available from <http://mrc.racing.com/our-club/governance/terms-and-conditions/privacy-policy>). The Promoter may use and disclose your personal information for the purposes of conducting and administering the Promotion, awarding the Prize, and other related activities across Australia, including providing you with member services or promotional and marketing material, direct marketing, complying with its legal obligations or otherwise in accordance with the Promoter's Privacy Policy. The Promoter may share your personal information, including but not limited to contact details, date of birth, gender, qualifications or communication history, with third parties to carry out functions and activities on the Promoter's behalf, including but not limited to direct marketing, companies the Promoter engages to operate rewards/loyalty programs for the Promoter or otherwise in accordance with the Promoter's Privacy Policy. In certain circumstances, your information may be disclosed overseas. The Promoter's Privacy Policy contains information about how you may access and request correction of your personal information held by the Promoter or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the Promoter. Your entry may be rejected if the required information is not provided. If you do not wish to receive promotional material from the Promoter, the Promoter's sponsors or third parties you must advise us via email or telephone or via the specific opt-out procedures provided in the relevant communication.
42. The Promoter reserves the right to refuse any participation in the Promotion (including refusing entry to Race Day or Caulfield Cup Day to any person including a prize winner) to anyone deemed to be displaying abusive language, displaying unsafe, drunken or inappropriate behaviour at the Race Day or Caulfield Cup Day or who otherwise has potential (in the Promoter's absolute discretion) to in any way damage the brand, reputation or image of the Promoter or any of its sponsors.
43. The Promoter reserves the right to disqualify any individual who tampers with the application process or who has breached these terms and conditions, and to cancel, terminate, modify or suspend the Promotion if deemed necessary. The Promoter shall make such determination in its absolute discretion.
44. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
45. To the fullest extent permitted by law, entrants release 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 Prize) 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 Prize).

46. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion at any time and for any reason.
47. The Promoter accepts no responsibility for lost, misplaced or misdirected entries.
48. These terms and conditions are governed by the laws of the State of Victoria and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.