

2020 Stella Artois Caulfield Cup 'Caulfield Cup Hero' Competition

Terms & Conditions

Background

1. Rules on how to enter form part of the terms and conditions of the competition. Entries not completed in accordance with these terms and conditions are void.
2. By submitting an entry form in the 2020 Stella Artois Caulfield Cup 'Caulfield Cup Hero' competition (**Competition**), you acknowledge that you have read, understood and agree to these terms and conditions.
3. The promoter of the Competition is Victoria Amateur Turf Club (incorporating the Melbourne Racing Club) of Gate 22, Station Street, Caulfield East VIC 3145 ABN 96 267 203 634 (**Promoter**).
4. Entries to the Competition will open at 2:00pm on Thursday 24 September 2020 and close at 5:00pm on Thursday 1 October 2020.

Entry criteria

5. Entrants must be a full financial member of the Melbourne Racing Club. Mornington, Youth and Clip Clop Club members are excluded from participating in the Competition.
6. Entrants must be 18 years of age or older.
7. Entrants must, at the time of the Competition, reside and be located in Victoria, Australia.
8. To enter the Competition, entrants must complete the online competition entry form at <https://mrcmembership.com.au/caulfield-cup-hero/> before 5:00pm on Thursday October 1 2020. The online competition entry form will require entrants to:
 - a. complete all of the nomination fields;
 - b. provide the full name of their nominated Caulfield Cup Hero (the nominated person does not have to be a Melbourne Racing Club member);
 - c. Use 200 words or less to explain how the nominated Caulfield Cup Hero has provided support, encouragement and/or strength to another person(s) during the COVID-19 period, that has delivered significant positive outcomes. The information provided should detail why the nominated person deserves to be the 2020 Stella Artois Caulfield Cup Hero. The member who completes the competition entry form and makes the nomination, may be asked for proof or further information should the Promoter require it;
9. Entrants must be available and prepared to attend the 2020 Stella Artois Caulfield Cup race day at Caulfield Racecourse on Saturday 17 October 2020 and participate in the live televised pre-race official ceremony.
10. The nominated Caulfield Cup Hero must:
 - a. Be a personal contact of the Entrant;
 - b. reside and be located in Victoria, Australia; and
 - c. in the entrant's reasonable belief, be available, willing and prepared to attend the 2020 Stella Artois Caulfield Cup race day at Caulfield Racecourse on Saturday 17 October 2020 and participate in the televised pre-race official ceremony
11. Members are limited to one entry each.
12. By entering the Competition, entrants: (a) warrant that they are eligible to enter the Competition; (b) do and will comply with these terms and conditions; and (c) they agree to receive communications from the Promoter regarding the Competition and in accordance with these terms and conditions.
13. Competition opening and closing times are at the sole discretion of the promoter and subject to change.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including but not limited to entrant identity) and disqualify any entrant who submits an entry that is not in accordance with these terms and conditions.

Judging

15. The winner will be selected by the judging panel on Friday 2 October 2020 at 5:00pm.
16. The Competition is a game of skill. Chance plays no part in determining the winners. Each valid entry will be individually judged according to its merits on the basis of the criteria set out in clause 17 and will be determined at the complete discretion of the judges appointed by the Promoter.
17. The Promoter shall select and appoint the judges who may consist of MRC staff members, committee members and any nominated external ambassadors. The nominations will be judged on:
 - a. The perceived positive impact the nominated Caulfield Cup Hero's actions had on those people benefitting from it;
 - b. The selflessness of the nominated Caulfield Cup Hero's actions;
 - c. The effort the nominated Caulfield Cup Hero's actions required;
 - d. The ability and suitability of the member and their nominated Caulfield Cup Hero to attend Stella Artois Caulfield Cup Day; and
 - e. Any other factor in the entry the judges deem relevant.
18. Judges will choose one winning entrant. The judges' decision is final.
19. The winning Entrant will be contacted via telephone and email within 24 hours of being selected and will be issued with relevant instructions.
20. The winner will be announced to the public on Monday 5 October 2020 at approximately 12:00pm via the Competition webpage. The Promoter reserves the right to change this at any time.
21. In the event a winner and/or their nominated Caulfield Cup Hero cannot be contacted within a reasonable period, decline to accept the prize or are or become otherwise unable to accept the prize, the Promoter may, in its absolute discretion, elect to re-allocate the prize to a new winner and their nominated Caulfield Cup Hero and will use reasonable endeavours to notify the original winner of the re-allocation.

Prizes

22. The winning Entrant of the Competition, and their nominated Caulfield Cup Hero, will be given the role of official 'ushers' of the 2020 Stella Artois Caulfield Cup trophy. As part of the role, the winning Entrant and their nominated Caulfield Cup Hero, will take part in the official pre-race ceremony. For the avoidance of doubt, the official pre-race ceremony for the 2020 Stella Artois Caulfield Cup will take place at Caulfield Racecourse immediately before the running of the 2020 Stella Artois Caulfield Cup, at approximately 4.00pm.
23. The winning Entrant and their nominated Caulfield Cup Hero will receive return transfers to the Caulfield Racecourse on Saturday 17 October, to attend the Stella Artois Caulfield Cup.
24. On 2020 Stella Artois Caulfield Cup race day, both the Entrant and their nominated Caulfield Cup Hero must:
 - a. Follow all instructions of Racing Victoria Limited, the Promoter and/or its representatives at the racecourse, including requirements on entry (eg. temperature scanning) and any requirements to sign documentation the Promoter deems necessary such as an essential worker/volunteer permit;
 - b. Take all reasonable care whilst on course and whilst handling the trophy;
 - c. Warrant they are not suffering from any symptoms of Covid-19;
 - d. Wear face coverings where directed by Promoter or Racing Victoria Limited (unless a medical exemption applies);
 - e. Not engage in any activity that may negatively affect the reputation of or bring the Promoter or the Stella Artois Caulfield Cup 2020 into disrepute; and
 - f. Wear appropriate attire in line with the Promoter's member's dress policy (available [here](#)).
25. The Promoter may revoke the prize should either the winning Entrant or their nominated Caulfield Cup Hero fail to comply with clause 24. In such case, the

Promoter at its full discretion may elect to revoke the prize and substitute a new winner.

26. All prizes are non-transferable, non-exchangeable and not redeemable for cash.
27. The Promoter accepts no responsibility for any variation to the prize. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated.
28. The Promoter may withdraw the availability of the prize at any time for any reason, including where the prize winners' on course attendance is or becomes prohibited due to Covid-19 related restrictions (whether existing or anticipated).
29. The winner and their nominated Caulfield Cup Hero will have their details published via the Promoter's digital media channels on or after Monday 5 October 2020 and for 28 days following.

General

30. Entrants consent to the Promoter using the entrant's name, likeness, image, entry and voice in any media for an unlimited period without remuneration for the purpose of promotion the Competition and promoting any products or services supplied or provided by the Promoter. All intellectual property rights subsisting in the entries to the Competition are irrevocably assigned to and become the property of the Promoter. The personal information you have provided in your entry to the Competition is collected, used and disclosed in accordance with the MRC Privacy Policy (available from <https://mrc.racing.com/our-club/governance/terms-and-conditions/privacy-policy>).
31. All entries become the property of the Promoter and it is a condition of entering the Competition that those applications may be used by the Promoter for their own promotional, marketing and publicity purposes without restriction.
32. 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 Competition, including, but not limited to, where arising out of the following: any technical difficulties, 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 Competition 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.
33. 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 Competition if deemed necessary.
34. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
35. 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 Competition (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 Competition (including the prizes).
36. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions for any reason without notice.
37. The Promoter accepts no responsibility for lost, misplaced or misdirected entries.
38. The Promoter's PR Company (AMPR), Sports Presentation Company (Twenty3 Sport

- + Entertainment) and associated contractors may act on behalf of the Promoter in all relevant areas of conducting the Competition.
39. Committee members and staff of the Promoter and its subsidiaries are not eligible to enter the Competition.
 40. 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.