Australian Turf Club Limited (ABN 81 148 157 288) ("ATC") Kia Friday Night Cash Giveaway ("Lucky Draw")

GENERAL TERMS

- The promoter of the Lucky Draw Promotion is the Australian Turf Club of Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, telephone: +61 2 9663 8400 (the **Promoter** or **ATC**).
- The Lucky Draw Promotion is a game of chance, not skill.
- By entering a Lucky Draw in the Lucky Draw Promotion or accepting a prize, entrants agree to be bound by these Terms and Conditions.
- 4. Entry to the Lucky Draw Promotion will be refused if an entrant does not meet the entrant criteria set out in these Terms and Conditions. The ATC reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering, or attempting to tamper, with the entry process.
- To be eligible for a Lucky Draw, entrants must be 18 years of age or more on the night of the Lucky Draw. The ATC may request proof of age at any time.
- Each Lucky Draw entry period commences when the Racecourse gates open at Canterbury Park Racecourse, King Street, Canterbury, NSW 2193 on each Race Night, as defined in clause 8, and closes at 8.00pm (AEDT) on the same Race Night (Entry Period).
- 7. Officers, management and staff of the ATC, and their immediate families are not eligible to enter the Lucky Draw Promotion. Contractors of ATC, thoroughbred industry associations and entities in which ATC holds an interest including their staff and immediate families (for example Sky Racing Limited, TABCORP Holdings Limited, Racing NSW, ATC accredited media, jockeys, trainers, bookmakers and promotional staff) are also ineligible to enter.
- To be eligible to enter the Lucky Draw Promotion an entrant must be on course at Canterbury Park Racecourse (Racecourse) on any of the following race nights (each a Race Night) during the Entry Period;
 - Friday 26 October 2018;
 - Friday 16 November 2018;
 - Friday 30 November 2018;
 - Friday 14 December 2018;
 - Friday 4 January 2019;
 - Friday 18 January 2019;
 - Friday 1 February 2019;
 - Friday 8 February 2019;
 - Friday 15 February 2019; and
 - Friday 22 February 2019.
- A Lucky Draw will be conducted on each of the Race Nights.
- 10. To enter a Lucky Draw, entrants must, on a Race Night, complete the entry form, provide all the required details including a mobile phone number, (Entry Form) and place their Entry Form into one of two barrels located at the Racecourse during the Entry Period.
- Each entrant will be entitled to submit only one Entry Form per Race Night. Entrants who submit more than one Entry Form on a Race Night, may be disqualified.
- 12. Each Lucky Draw will take place at the Racecourse at 8.30pm (AEDT) on the Race Night (**Draw**).
- The winner will be the first valid entry selected from a draw containing all valid entries from that Race Night (Winner)
- 14. The prize for the Winner in each Lucky Draw will be specified on the promotional material on display at each Race Night (Prize). The total prize pool value is \$10,000. The Prize must be taken as offered. The Prize cannot be transferred, exchanged or on-sold.
- The ATC will notify each Winner using the mobile phone number provided in their Entry Form on that Race Night.
- 16. To claim the Prize, the Winner must present themselves to the Administration Office at the

- Racecourse by 9.00pm on that Race Night, and bring with them photo ID that matches the winning Entry Form information
- 17. The Prize will be considered unclaimed if the Winner fails to meet the requirements set out in clause 16. If a Prize is unclaimed, the Prize will form part of the Prize for the Lucky Draw conducted on the following Race Night.
- 18. If the Prize is unclaimed in the Draw on the Race Night on 22 February 2019 (Last Night), a series of redraws (each, a Redraw) will take place at the following times on the Last Night, so long as the Prize on the Last Night remains unclaimed:
 - 9.00pm;
 - 9.30pm; and
 - 10.00pm (together, the Last Night Redraws).
- 19. The Winner of a Last Night Redraw must claim the Prize by presenting themselves to the Administration Office at the Racecourse within 30 minutes of the Redraw in which their entry was drawn, and bring with them photo ID that matches the winning Entry Form information.
- If the Prize remains unclaimed after the Last Night Redraws, a further redraw will be conducted in accordance with clause 21.
- 21. A redraw to distribute an unclaimed Prize will be conducted three months after the Last Night. The winner of the unclaimed Prize will be selected by random from a draw containing all remaining valid entries entered during the Lucky Draw Promotion and will be notified using the mobile number provided with the Winner's Entry Form.
- 22. To claim the Prize, the winner of the redraw must present themselves to Randwick Racecourse, within one week of the date that of the call notifying them of the win was made, and bring with them their photo ID that matches the winning Entry Form information.
- Any Winners will be published on the ATC website (www.theATC.com.au) each Monday after a Draw.
- 24. The Prize will be paid to the Winner by direct deposit to the Winner's nominated bank account within 7 days of the date the Winner is identified. The Prize will be paid using the BSB and account number nominated by the Winner, and the ATC will not be liable for any loss suffered as a result of any error in that deposit.
- 25. All entries become the property of the Promoter. Entries not completed in accordance with the conditions of entry or received after the Entry Period will not be considered. Indecipherable or incomplete entries will be disregarded. No responsibility is taken for late or misdirected entries or for incorrect or inaccurate contact information provided on the competition entry. It is the responsibility of the entrant to provide correct and accurate contact details, including mobile phone number.
- 26. An entrant must not enter a Lucky Draw on behalf of any other person or accept payment or other compensation from any person to enter a Lucky Draw.
- 27. Entrants' personal information provided in connection with the Lucky Draw will be handled by the Promotor in accordance with the Promotor's Privacy Policy, which is available at http://www.australianturfclub.com.au.
- 28. The personal information collected as part of the entry is collected for the purposes of facilitating the conduct of the promotion and awarding the prize and for future publicity, marketing and promotional purposes. The Promoter may enter all personal information provided in relation to the Lucky Draw and other related documentation into a database. An entrant's personal information will only be used by or disclosed to the Promoter, and its related bodies corporate, agents and contractors for these purposes.
- 29. The Winners agree to participate in any news media activities surrounding the promotion and may be filmed, photographed and/or interviewed with his or

- her name and images used by the Promoter, sponsors and other third parties for future promotional, marketing and publicity purposes.
- 30. If for any reason the Lucky Draw Promotion is not capable of running as planned (including, without limitation, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion), the Promoter will not be liable for any failure to perform or delay in performing its obligations and reserves the right (subject to any written directions given under applicable law) to cancel, terminate, modify or suspend any Lucky Draw. The Promoter is not responsible for any malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.
- 31. The Promoter and their related bodies corporate, their officers, employees, agents and sponsors will not be liable for any loss, damage, costs or personal injury whatsoever (including but not limited to direct, indirect and consequential loss, or loss of profit or any other economic loss) suffered or sustained by any person or property, by reason of any act or omission, deliberate or negligent, in connection with the Lucky Draw Promotion, the promotion and advertising of the Lucky Draw, downloading any materials connected with the Lucky Draw Promotion, or accepting or the use of any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
- 32. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
- Independent financial advice should be sought as tax implications may arises as a result of accepting the Prize.
- 34. The Promoter's decision in relation to any aspect of the Lucky Draw Promotion is final and binding on every entrant. No correspondence will be entered into.
- These Terms and Conditions are governed by the laws of New South Wales and entrants agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
- 36. The Promoter may vary these terms and conditions at its discretion, subject to state government legislation.
- 37. The Lucky Draw is authorised under NSW Permit No.