

**Australian Turf Club Limited
(ABN 81 148 157 288) Rosehill Gardens & Royal Randwick**

Winx's Biggest Fan Competition

TERMS AND CONDITIONS

1. Information on how to enter the Winx's Biggest Fan Competition (**Promotion**) and prizes form part of these Terms and Conditions. To the extent of any inconsistency between these Terms and Conditions and any other published materials, these Terms and Conditions will prevail. By participating in this Promotion you accept these Terms and Conditions. Entries not made in accordance with these Terms and Conditions will be disqualified.

2. The promoter is the Australian Turf Club Limited (ABN 81 148 157 288) of Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, telephone: +61 2 9663 8400 (**ATC or Promoter**).

3. This Promotion is open to Australian residents only (**Entrants**). Entrants under the age of 18 years old must nominate a parent or legal guardian to accept the prize on their behalf should they be successful. Officers, management and staff of the ATC and their immediate families, judges, Promotion sponsors and their associated agencies and companies, Winx owners and Winx trainers and their staff are not eligible to enter the Promotion. Immediate family means any of the following: spouse, de facto spouse, child or step child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, brother, sister, step-brother or step-sister.

4. This Promotion is a game of skill and chance plays no part in determining the Winner, as defined in clause **Error! Reference source not found.** Each entry will be judged individually by the panel of judges appointed for this Promotion (**Judging Panel**) according to the following guidelines:

- a) creativity; and
- b) relevance,

(Judging Guidelines).

5. This Promotion commences at 9.00am AEDT on Friday 1 March 2019 and entries close at 11.59pm AEDT on Friday 29 March 2019 (**Promotion Period**).

6. In order to enter the Promotion, Entrants must, during the Promotion Period:

- (a) visit the website at www.theATC.com.au/Winx (**Website**);
- (b) follow the prompts on the Website to register their details (including full name, email address, phone number, postcode, state, and date of birth); and
- (c) complete the survey and provide all the requested information, including an image or video, and a response to the following: "In 25 words or less, tell us why you are Winx's Biggest Fan" (**Survey Answer**).

The Entrant must submit their entry so that it is received by no later than 11.59pm AEDT on Friday 29 March 2019. The Promoter will accept only one entry per Entrant.

7. Entry to the Promotion will be refused or an Entrant disqualified if an Entrant does not comply with these Terms and Conditions. The ATC reserves the right to verify the validity of entries and disqualify any Entrant for tampering, or attempting to tamper with the entry process.

8. Judging will take place at 3.00pm AEDT on Monday 1 April 2019 at Royal Randwick Racecourse, Alison Rd, Randwick, NSW 2031 (**Judging**).

9. The Judging Panel will assess the entries and the winners will be the three (3) Entrants who submitted the three (3) entries judged the best by the Judging Panel having regard to the Judging Guidelines (each a **Winner**).

10. The Judging Panel's decision is final. The Promoter will not enter into any correspondence with any Entrant other than the Winners in relation to this Promotion or the Prize.

11. The Winners will be notified by phone and will be published on the ATC website at <https://www.australianturfclub.com.au/terms-conditions/> by 5 April 2019.

12. The prize (**Prize**) awarded to each of the Winners is one of three prize packs as described below in this clause 12:

Helloworld Travel Voucher (for Winners resident outside of NSW only)	Helloworld Travel voucher towards the cost of return economy class flights for the Winner and one guest (Guest) from the Winner's nearest Australian state or territory capital city to Sydney (if applicable) and return between the dates of Saturday 6 April 2019 and Friday 19 April 2019, up to a value of \$1,000 including GST.
Accommodation	2 x nights' accommodation in a Darling King Room for the Winner and Guest at The Star Sydney on Friday 12 April 2019 and Saturday 13 April 2019. Continental buffet breakfast for the Winner and the Guest at Sokyo at The Star on Sunday 14 April 2019. This does not include any expenses or charges incurred during stay and all items not specifically listed are at the Winner's expense Accommodation RRP \$1,146.00 Breakfast RRP \$76.00
Vehicle Transfers to Royal Randwick	Vehicle transfers for the Winner and the Guest from The Star to Royal Randwick Racecourse on Saturday 13 April 2019 RRP \$110.00
Race Day Tickets	2 x Members tickets to Longines Queen Elizabeth Stakes Day at Royal Randwick Racecourse on Saturday 13 April 2019. ATC Members Dress Code applies RRP \$330.00
Inner Sanctum Winx Race Day Experience	Inner Sanctum Winx race day experience for the Winner and the Guest, including access to the Theatre of the Horse ahead of the Longines Queen Elizabeth Stakes (Race), access to watch the Race in the Owners Enclosure for the Winner and the Guest on Saturday 13 April 2019
Vehicle Transfers to The Star	Vehicle transfers for the Winner and the Guest from Royal

	Randwick Racecourse to The Star on Saturday 13 April 2019 RRP \$110.00
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13. Each Prize is worth up to \$2,772.00 RRP. The total Prize pool value is up to \$8,316.00 RRP. The details and specific inclusions of the Prize will be determined by the Judging Panel.
14. For delivery of the Prize, the Winner may be required to be available at a specified time and place.
15. Where the Prize includes a voucher or gift card, these are subject to the terms and conditions imposed by the gift card or voucher provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way or that has expired.
16. Prizes are not transferable or exchangeable and cannot be taken as cash. Where a Prize (or part of a Prize) is unavailable for any reason, the Promoter reserves the right to substitute that Prize (or part of that Prize) with another prize of equal value or specification, subject to any necessary approval of the relevant gaming authorities. Winners will be notified accordingly.
17. In the event that Winx does not run in the Race, the Prize will still be valid and required to be taken on the dates specified in clause 12.
18. If for any reason a Winner does not take a Prize (or part of a Prize) as stipulated by the Promoter, the Winner will forfeit that Prize (or part of a Prize) and cash will not be awarded in lieu of that Prize (or part of a Prize).
19. If a Winner is under the age of 18, the Prize must be accepted by the Winner's Legal Guardian, as defined in clause 20, who must be the Guest for the Prize to be valid.
20. Persons under the age of 18 years of age are not permitted entry to the racecourse unless accompanied by their Legal Guardian, which includes:
 - a) a parent, step-parent or guardian of the minor; and
 - b) a person who is, for time being, in loco parentis to the minor. This person must be 25 years of age or older and be able to verify to the satisfaction of the ATC their relationship to the minor. "Loco Parentis" describes a relationship similar to that of a parent to a child; specifically it refers to an individual who assumes parental status and responsibilities for another individual, usually a young person, without formally adopting that person.
21. In the event an element of the Prize is cancelled or postponed for any reason, the Winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the Prize.
22. The Promoter and its agencies and companies associated with this Promotion will take no responsibility for Prizes damaged, lost or stolen in transit.
23. All ancillary costs or requirements associated with the Prizes are the Winner's sole responsibility.
24. The Promoter accepts no responsibility for any tax implications that may arise from the Prize. Winners should seek independent financial advice in relation to any tax payable in relation to the Prize.
25. The Promoter may, at its absolute discretion, declare any or all entries made by an Entrant invalid if the Entrant:
 - (a) fails to establish his/her entitlement to enter this Promotion to the satisfaction of the Promoter;

- (b) tampers with the entry process or benefits from such tampering; or
- (c) submits an entry that is not in accordance with these Terms and Conditions.

The Promoter also reserves the right, at any time, to verify the validity of entries and Entrants' details (including an Entrant's identity, age and address). The Promoter may accept errors and omissions at its discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

26. If there is a dispute as to an Entrant's identity, the Promoter reserves the right, at its sole discretion, to determine the Entrant's identity.
27. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under *the Competition and Consumer Act 2010*, as well as any other implied warranties under the *ASIC Act 2001* or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees 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 or in relation to this Promotion.
28. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible, and 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 or in relation to: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) 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 Promoter's reasonable control; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Entrant or Winner; or (f) use of the Prize.
29. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
30. In consideration of their participation in this Promotion, Entrants grant the Promoter, its affiliates and licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to reproduce, publish, communicate, modify and adapt their entry for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to their entry and warrant that they have the full authority to grant these rights.
31. Each Entrant agrees that he/she is fully responsible for his/her entry. To the full extent permitted by law, the Promoter excludes any liability in relation to entries submitted under this Promotion. The Promoter may remove any entry without notice for any reason whatsoever.
32. Entrants warrant and agree that:
 - (a) they will not submit any entry that is unlawful or fraudulent, or that may breach any intellectual property, privacy, publicity or other rights, or that may be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not

suitable for children aged under 15, or otherwise unsuitable for publication;

(b) they will obtain full prior consent to the uses contemplated in these Terms and Conditions from any person who has jointly created or has any rights in relation to the entry;

(c) their entry does not contain viruses or cause injury or harm to any person or entity;

(d) any person whose personal information, including any image included in a photograph or visual recording included in their entry is a person with whom the Entrant has a direct family or friendship relationship, and has consented to the use of his/her image and/or information for and in connection with this Promotion. If the person is under 18 years of age, the person's parent or legal guardian has provided that consent; and

(e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other term in these Terms and Conditions, Entrant agrees to indemnify and keep indemnified the Promoter for any breach of the terms above.

33. The Promoter collects personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. It is a condition of entry that Entrants provide the personal information requested and consent to the use of their personal information as specified in these Terms and Conditions. If an Entrant does not provide the information and consent required, that Entrant's entry will be invalid. The Promoter may, for an indefinite period, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Entrant may opt out of receiving further communications of this nature from the Promoter by contacting the Promoter. Entrants should direct any request to access, update or correct information by writing to the Privacy Officer at the Promoter's address set out in clause 2.
34. Entrants' personal information provided in connection with this Promotion will be handled by the ATC in accordance with the ATC's Privacy Policy, which is available at <https://www.australianurfclub.com.au/privacy-policy/>. The ATC may enter all personal information and other related documentation into a database. The personal information collected is collected for the purposes of conducting the Promotion and for future ATC publicity, marketing and promotional purposes. An Entrant's personal information will only be used or disclosed by the ATC and its related bodies corporate, agents and contractors for these purposes. The Entrant may opt out of receiving future publicity, marketing and promotional material by replying 'Stop' to any received SMS communications or by calling the ATC to request removal from the database
35. Entrants agree they may be filmed, photographed and/or interviewed and that their names and images may be used by the ATC, its sponsors and other third parties for future promotional, marketing and publicity purposes.
36. Each Winner of the Promotion grants the Promoter a perpetual and non-exclusive licence to use the photos and the text entered into the Promotion in all media worldwide and will not be entitled to any fee for such use.
37. In entering the Promotion the Entrant accepts these Terms and Conditions, and agrees that neither the ATC nor the Competition's sponsors nor any of their personnel are liable for any costs, loss, damage or injury arising directly or indirectly from entry into the Promotion.
38. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. The Promoter and its 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 of omission, deliberate or negligent, in connection with the Promotion, the promotion and advertising of the 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 maximum extent allowable by law).
39. 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.
40. Independent financial advice should be sought as tax implications may arise as a result of accepting the prizes.
41. The Promoter's decision and the Judging Panel's decision in relation to any aspect of the Promotion is final and binding. No correspondence will be entered into.
42. 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.
43. The Promoter may vary these Terms and Conditions at its discretion, subject to state government legislation.
44. If for any reason this Promotion cannot run as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the Promoter's control corrupting or affecting the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter can, at its sole discretion, take any action that may be available, and cancel, terminate, modify or suspend this Promotion, subject to any applicable State and Federal laws and regulations.
45. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.