

2019 TERMS AND CONDITIONS

1. The promoter of the Pin & Win Draw is the Australian Turf Club of Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, telephone: +61 2 9663 8400 (the **Promoter** or **ATC**)
2. The Pin & Win Draw is a game of chance and not skill. The Pin & Win Draw will be conducted randomly by computer selection.
3. By entering the Pin & Win Draw or accepting a prize, entrants agree to be bound by these Terms and Conditions.
4. Entry to the Pin & Win Draw 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 reserve the right to disqualify any entrant for tampering, or attempting to tamper, with the entry process.
5. To be eligible for the Pin & Win Draw, entrants must be 18 years of age or more on the day of the Pin & Win Draw. The ATC may request proof of age at any time.
6. The Pin & Win Draw entry period commences at 9.00am (AEST) on Saturday 16 February 2019 and closes at 5.00pm (AEST) on Sunday 14 April 2019.
7. Officers, management and staff of the ATC, and their immediate families are not eligible to enter the Pin & Win Draw. Contractors of ATC, thoroughbred industry associations and entities in which ATC holds an interest including their staff and immediate families (for example Sky Racing, Racing NSW, ATC accredited media, jockeys, trainers, bookmakers and promotional staff) are also ineligible to enter.
8. To be eligible to enter the Pin & Win Draw an entrant must acquire (through purchase or gift) a 2019 Winx Farewell Tour 2019 commemorative pin (**Pin**). Each Pin will be supplied on a backing card printed with a unique number (**Unique Number**).
9. To enter the Pin & Win Draw, entrants must complete the online entry form available at www.theATC.com.au/winxpinandwin (**Website**) and provide all the required details, including the Unique Number of their Pin and their email address and mobile number, before entries close at 5.00pm (AEST) on Sunday 14 April 2019. Each Unique Number will only be accepted once and the ATC will only accept one entry per Pin.
10. There will be one prize winner. The winner will be the first valid entry selected by a computerised draw from all valid entries (**Winner**). Valid entries must satisfy all the requirements in these Terms and Conditions.
11. The prize for the Winner is The Star voucher that can be used at The Darling Hotel, The Darling Spa or One of The Star's Signature Restaurants (Black Bar & Grill or Sokyo) valued at AU\$2000.00 RRP (**Prize**). The Prize must be taken as offered. The Prize cannot be transferred, exchanged or redeemed for cash and may not be on-sold. The Promoter takes no responsibility for on-going costs associated with the Prize. Any change in the value of the Prize between the publishing date and the date the Prize is claimed is not the responsibility of the Promoter.
12. The Pin & Win Draw will take place at 12pm on Monday 15 April 2019 at Level 2, 11 York Street, Sydney NSW 2000 and will be conducted by Trade Promotions and Lotteries Pty Ltd (**TPAL**) and scrutinised by an independent scrutineer.
13. The ATC will notify the Winner by email within two days of the Pin & Win Draw. The Winner's details will also be published on the Website on Wednesday 17 April 2019. Prize and collection details will also be emailed to the email address provided by the Winner. The ATC takes no responsibility for late, lost or misdirected email. To claim the Prize, the Winner must either present the Pin's backing card showing the Unique Number specified in the Winner's entry or provide photo ID that matches the Winner's entry form information.
14. All entries become the property of the Promoter. Entries not completed in accordance with the conditions of entry or received after the closing date 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 address and postcode.
15. An entrant must not enter the Pin & Win Draw on behalf of any other person or accept payment or other compensation from any person to enter the Pin & Win Draw.
16. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these terms and conditions, or forfeiting or not

- claiming the Prize within three months. Any redraw will take place at the same place as the original draw, subject to any written directions given under applicable law. Any redraw winner will be notified by email within two days of the redraw and have their name published on the Website. Prize details will be emailed to the email address provided in the entry. The Promoter takes no responsibility for late, lost or misdirected email.
17. If the Prize is unavailable for any reason, ATC may substitute a prize of equivalent or greater value. If the Prize is unclaimed after a period of 3 months from the date of notification, a redrawn will be conducted in accordance with clause 16 above. If the redraw winner does not claim the prize within 4 weeks the Prize will be forfeited and used by the ATC at the discretion of the ATC.
 18. Relating to prize listed in clause 11, the prize voucher is not valid on any public holidays or from 29 December 2019 to 2 January 2020. The voucher is subject to availability and is not redeemable for cash and any unused portion is non-refundable. Voucher is not valid with any offer and is non-transferable. Parking is not included in your gift package. The Star practices the responsible service of alcohol. Guests must be aged 18 years or over to enter the casino. Validity 12 months from date of issue.
 19. Entrants' personal information provided in connection with the Pin & Win Draw will be handled by the Promoter in accordance with the Promoter's Privacy Policy, which is available at <http://www.australianurfclub.com.au>. 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 Pin & Win 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. The entrant may opt out of receiving future publicity, marketing and promotional material by ticking the 'opt out' box on the Pin & Win Draw entry form.
 20. The Winner agrees 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.
 21. If for any reason the Pin & Win Draw is not capable of running as planned (including, without limitation, due to infection by computer virus, bugs, 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 the Pin & Win 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.
 22. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods offered as prizes. 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 Pin & Win Draw, the promotion and advertising of the Pin & Win Draw, downloading any materials in a Pin & Win Draw, 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).
 23. 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.
 24. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
 25. The Promoter's decision in relation to any aspect of the Pin & Win Draw is final and binding on every entrant. No correspondence will be entered into.

26. 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.
27. The Promoter may vary these terms and conditions at its discretion, subject to state government legislation.
28. The Pin & Win Draw is authorised under NSW Permit No **LTPS/18/30781**.