

## Australian Turf Club Limited (ABN 81 148 157 288) ("ATC") 10K Cash Giveaway ("Lucky Draw")

### GENERAL TERMS

1. The promoter of the Lucky 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 Lucky Draw is a game of chance, not skill. The Lucky Draw will be conducted randomly by computer selection.
3. By entering the Lucky Draw or accepting a prize, entrants agree to be bound by these Terms and Conditions.
4. Entry to the Lucky 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 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.
6. The Lucky Draw entry period commences when the Racecourse gates open at Canterbury Park Racecourse, King Street, Canterbury, NSW 2193 on Friday 15 November 2019 and closes at 7.45pm (AEDT) on Friday 28 February 2020.
7. Officers, management and staff of the ATC, and their immediate families are not eligible to enter the Lucky Draw. Contractors of ATC, thoroughbred industry associations and entities in which ATC holds an interest including their staff and immediate families (for example Thoroughbred Racing Productions, ThoroughVision Pty Limited, TABCORP Holdings Limited, Racing NSW, ATC accredited media, jockeys, trainers, bookmakers and promotional staff) are also ineligible to enter.
8. To be eligible for the Lucky Draw an entrant must be on course at Canterbury Park Racecourse (**Racecourse**) on any of the following race nights (each a **Race Night**) between 15 November 2019 and 28 February 2019;
  - o Schwepes Summer Night Racing, Friday 15 November 2019
  - o Canterbury Park Summer Nights, Friday 29 November 2019
  - o Canterbury Park Summer Nights, Friday 13 December 2019
  - o Canterbury Park Summer Nights, Friday 3 January 2020
  - o Canterbury Park Summer Nights, Friday 17 January 2020
  - o Canterbury Park Summer Nights, Friday 31 January 2020;
  - o Canterbury Park Summer Nights, Friday 7 February 2020
  - o Canterbury Park Summer Nights, Friday 14 February 2020;
  - o Canterbury Park Summer Nights, Friday 21 February 2020; and
  - o Canterbury Park Summer Nights, Friday 28 February 2020
9. To enter the Lucky Draw, entrants must complete the entry form online or with an ATC representative, who will be on course at the Racecourse on the Race Night with iPads taking entries (**Entry Form**).
10. Entrants will be permitted one entry per Race Night. If more than one entry is received from an entrant on a Race Night, only the first received valid entry will be valid.
11. There will be one prize winner. The winner will be the first valid entry selected from a draw containing all valid entries from all Race Nights by a random computerised lucky draw, who satisfies the requirements of clause 13 (or clause 15) below
- (**Winner**). The draw will take place at 8.00pm (AEDT) on Friday 28 February 2020 at Canterbury Park Racecourse, NSW.
12. The prize for the Winner is \$10,000.00 AUD (**Prize**). The Prize must be taken as offered. The Prize cannot be transferred, exchanged or on-sold.
13. The ATC will notify the Winner by phone with the contact details provided on the Winner's Entry Form and a formal announcement by 8:30pm on Friday 28 February 2020. To claim the Prize, the winner must be present at Canterbury Park on Friday 28 February 2020. The Winner must present themselves within 10 minutes of the first phone call and then be available for the formal announcement made after this. They must provide:
  - a. their photo ID that matches the winning Entry Form information; and
  - b. a copy of a bank statement or other official documentation that shows the Winner's nominated bank account BSB and account number. This can be provided post the night, given clause a. is met.
14. The Prize will be considered unclaimed if the Winner fails to meet the requirements set out in clause 13 and a redraw will be conducted in accordance with clause 15.
15. A redraw to distribute an unclaimed Prize will be conducted 10 minutes after the initial draw. The winner of the unclaimed Prize will be selected by random computer selection from a draw containing all remaining valid entries and will be notified by phone with the contact details provided with the Winner's Entry Form.
16. To claim the Prize, the winner must be present at Canterbury Park on Friday 28 February 2020. The Winner must present themselves within 10 minutes of the first phone call and then be available for the formal announcement made after this. They must provide:
  - a. their photo ID that matches the winning Entry Form information; and
  - b. a copy of a bank statement or other official documentation that shows the Winner's nominated bank account BSB and account number. This can be provided post the night, given clause a. is met.
17. The Winner will be published on the ATC website ([www.theATC.com.au](http://www.theATC.com.au)) on Monday 2 March 2020.
18. The Prize will be paid to the Winner by direct deposit to the Winner's nominated bank account within 30 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.
19. 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.
20. An entrant must not enter the Lucky Draw on behalf of any other person or accept payment or other compensation from any person to enter the Lucky Draw.
21. If the intended prize is unavailable for any reason, ATC may substitute a prize of equivalent or greater value.
22. Entrants' personal information provided in connection with the Lucky 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 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.
23. 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.
  24. If for any reason the Lucky Draw promotion 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 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.
  25. 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, the promotion and advertising of the Lucky Draw, downloading any materials connected with the Lucky Draw, or accepting or the use of the 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).
  26. 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.
  27. Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
  28. The Promoter's decision in relation to any aspect of the Lucky Draw is final and binding on every entrant. No correspondence will be entered into.
  29. 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.
  30. The Promoter may vary these terms and conditions at its discretion, subject to state government legislation.
  31. The Lucky Draw is authorised under NSW Permit No. LTPS/19/39978