

## **Terms and Conditions – Stradbroke Day Reader Promotion**

### **General**

1. The Promoter is Queensland Newspapers Pty Ltd trading as News Queensland (ABN 61 009 661 778) of Cnr Mayne Road and Campbell Street Bowen Hills QLD 4006 Telephone number 1300 696 397.
2. The Prize Supplier is BRISBANE RACING CLUB (ABN: 80 133 679 786) of 230 Lancaster Road, Ascot QLD 4007. All enquiries should be directed to the Promoter and not to the prize supplier.
3. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
4. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

### **Who can enter**

5. Entry is open to all residents of Queensland except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
6. Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition.
7. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

### **When to enter**

8. The competition commences on 24/05/2019 at 00:01am AEST and concludes on 02/06/2019 at 11:59pm AEST. Entries must be received by the Promoter prior to the competition close date and time.
9. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.
10. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of the SMS message due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account is invalid and will not be accepted.

### **How to enter**

11. Entrants may enter the competition by:
  - logging onto [couriermail.com.au/competitions](http://couriermail.com.au/competitions) and registering their details including (but not limited to) full name, address, post code, telephone number, e-mail address and code-word / subscription number (if required) to complete their entry. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider
12. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant

requires the assistance of a third party to enter due to a disability.

13. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

**Number of Entries permitted**

14. Only one entry per person. Only one prize will be awarded.

**Draw and Notification of winner**

15. The winner will be the first valid entry submitted in accordance with these terms and conditions that is drawn by The Promoter by random computer selection at 1:00pm AEST on 3/06/2019 at cnr Mayne Road & Campbell Street Bowen Hills QLD 4006
16. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
17. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
18. The winner/s will be notified by telephone or email within two days of the draw. Winner/s of prizes will be published at [couriermail.com.au/competitions](http://couriermail.com.au/competitions).
19. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
20. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

**Prize on offer**

21. Individual prize value is up to \$5,420 (including GST). Total prize pool value is up to \$5,420 (including GST) as at 17/05/2019.
  - Accommodation (2 nights for 7th & 8th June 2019) 1 x Hotel Deluxe Twin Room at Treasury Brisbane valued at \$596
  - Champagne Breakfast for 4 people on 8 June 2019 (Treasury Brisbane) valued at \$204
  - 1 x Valet Car Park (2 nights – 7th & 8th June 2019 at Treasury Brisbane) valued at \$90
  - Westfield Chermiside – 1 x 2 hour style session voucher plus 1 x \$400 Shopping Voucher Total value \$600
  - 4 x tickets to the KIRIN Birdcage on TAB Stradbroke Day 8 June 2019 - Total ticket value \$3180
  - Watch the 2019 Stradbroke Handicap race from the prime position of the Winners Circle valued at \$300
  - Limousine transfer from Treasury Brisbane to Eagle Farm Racecourse return valued at \$350
  - 1 x Betting Voucher to the value of \$100
  - Plus Meet and Greet with TAB Stradbroke Day Ambassadors
22. Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter

accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

23. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
24. Prizes cannot be transferred, exchanged or redeemed for cash.
25. 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. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
26. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation. Photographs will be allowed only at the discretion of the Promoter.
27. Winners must accept prize by 06/06/2019. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
28. Event tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
29. The Promoter will not be liable in the event of the events/shows being cancelled by the prize package provider due to any circumstances.
30. The prize is for the specified dates of the event only. If the winner (for whatever reason) is unable to travel or does not take an element of the prize within the time stipulated by the Promoter then the prize will be forfeited and cash will not be awarded in lieu of the major prize. The Promoter makes no representations or warranties about the attendance at the event of any individuals or groups involved in the marketing of the event.

#### **Further Terms and Conditions**

31. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
32. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
33. If for any reason this competition 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 causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
34. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.
35. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves

the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

36. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
37. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
38. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
39. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

#### **Copyright, Statutory guarantees, Waiver and liability**

40. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or News Limited publications or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
41. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the prize (**Works**). The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at all). The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sublicensees to material alterations to the Works (including, without limitation, any copying, editing, adding to, taking from, adapting and/or translating the Works, in any manner or context) for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth).
42. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
43. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer

Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

44. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
45. All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
46. All entries become the property of The Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries will be entered into a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to The Promoter.
47. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy <http://www.newscorpaustraliaprivacy.com/>
48. Further Terms and Conditions  
Customers Information
  - 1) By entering into this promotion, the Brisbane Racing Club (The Prize Supplier) reserves the right to add entrant's details to their Email and/or SMS database to further promote special events or promotions. If the entrant opted out from receiving further promotions or special events" the entrant will no longer receive correspondence from The Prize Supplier.
  - 2) If the winner chooses to accept the prize, The Prize Supplier reserves the right to use the individuals name and photograph for marketing and publicity purposes. A request to access,

update or correct any personal information should be directed to The Prize Supplier at the address stated below.

#### Liability

- 1) The Prize Supplier and any companies associated with this competition, accept no responsibility for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained as a consequence of the use and enjoyment of any item gained via the prize except for any liability which cannot be excluded by law.
- 2) If for any reason this competition is not capable of running as planned including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of The Prize Supplier, which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, then it will be suspended subject to the approval gaming authorities in participating states, where required.
- 3) The Prize Supplier reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion subject to the approval of the gaming authorities in participating states where required.
- 10) The prize value is correct at the authorisation date of the competition. The Prize Supplier is not responsible for any subsequent variation in values.
- 11) The prize and/or any element of the prize must be taken as stated and cannot be varied. No compensation will be payable if the winner is unable to use their prize and/or any element of the prize as stated.
- 12) All entries become the property of The Prize Supplier – Brisbane Racing Club
13. The Promoter encourages consumers to enjoy gambling responsibly. If Gambling becomes a problem please call the Gambling Helpline on 1800 858 858
14. The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <http://www.alcohol.gov.au/internet/alcohol/publishing.nsf/Content/guide-adult>