

terms & conditions

#EmiratesFOTF Melbourne Cup Carnival Raceday Social Media Promotion

- 1) Information on prizes and how to participate forms part of these terms and conditions. By participating in this promotion ("**Promotion**"), you agree to be bound by these terms and conditions.
- 2) The Promoter is Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031.
- 3) The Promotion is conducted via Instagram and entry and participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, which can be viewed at <http://instagram.com/legal/terms/>. This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>.
- 4) Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram and any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. Entrants release Instagram and its associated companies from all liabilities arising in respect of the Promotion.
- 5) Entry is only open to individuals aged 18 years and over, that are in attendance at Emirates Stakes Day on Saturday 8 November 2014 ("**Stakes Day**") conducted at Flemington Racecourse, 448 Epsom Road, Flemington, Victoria (the "**Venue**"). Employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting the Promotion (and any individuals so involved) are ineligible, as are members of their immediate families and households.
- 6) The Promotion will commence at 12:00pm (midday) on Stakes Day and will close at 3:00pm on Stakes Day (the "**Promotion Period**").
- 7) To enter, eligible entrants must:
 - a) attend Stakes Day and take a photo of their outfit while at the Venue;
 - b) during the Promotion Period, upload the photo to their Instagram account with the hashtag #EmiratesFOTF and the official hashtag for Stakes Day being #EmiratesStakes
- c) if selected as the winning entrant, be present at the Venue at 5:00pm on the same day to collect their prize.
- 8) Only one entry per entrant is permitted. All entries must be original and if the entrant has attended other race days during the Melbourne Cup Carnival, the entrant may enter the same outfit, provided that the entry submitted for Stakes Day is original, actually taken on Stakes Day and different from previous entries that may have been submitted for earlier race days. Incomplete or illegible entries, or those which, in the opinion of the Promoter, infringe the intellectual property rights of any third party, contain any objectionable or offensive content, profanity or is potentially insulting, inflammatory or defamatory will be ineligible to win the prize.
- 9) Entry into the Promotion is free. However, any costs associated with accessing Instagram is the responsibility of the person seeking access and is dependent on the internet or mobile service provider used.
- 10) The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions.
- 11) The entrant is responsible for the submission of their own entry during the Promotion Period and it is not the responsibility of the Promoter or any third party to ensure that a person is entered into the Promotion.
- 12) There will be one (1) prize awarded being two (2) return economy airfares from Melbourne to Auckland, New Zealand flying with Emirates Airlines valued up to \$1,000. Travel must be completed by 31 July 2015 and is subject to these terms and conditions and the terms and conditions of Emirates Airlines.
- 13) The total maximum prize value is no more than \$1,000 (including GST). The prize value is the recommended retail value (inclusive of GST) and correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of any prize occurring between the printing date and date the Prize is claimed. All prize values are in Australian dollars.
- 14) If the prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value,

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subject to any written directions from the lottery authorities.

- 15) Eligible entries will be judged by an expert judging panel at the Venue, on the basis of style, originality and appropriateness for the Event at approximately 3:30pm on Stakes Day. The prize winner will be published on www.melbourncup.com/terms-conditions from Monday 10 November 2014 until Monday 8 December 2014. This is a game of skill and chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.
- 16) The winner will be contacted by the Promoter at approximately 5:00pm on Stakes Day, via the @FlemingtonVRC Instagram account. The Promoter will post a comment on the entrant's winning Instagram post notifying the entrant that they have won and to collect their prize at a nominated location within the Venue by 6:00pm on Stakes Day.
- 17) If the winning entrant is not present at the Venue, does not collect their prize within the time frame at the location specified by the Promoter, or is not satisfactorily identified in accordance with Item 18 below, the Promoter, in its sole discretion will forfeit the prize and no substitute will be offered.
- 18) The entrant specifically acknowledges and accepts that due to the nature of the Promotion and the use of the Instagram platform as part of the Promotion, that unless the entrant contacts the Promoter to identify themselves as the winner, the Promoter will be unable to identify the entrant and has no liability, obligation or ability to identify the entrant as the winner if the entrant does not contact the Promoter or collect their prize in accordance with item 16.
- 19) The Promoter reserves the right to require the winner to provide proof of age, identity and residency. Identification considered suitable for verification is at the discretion of the Promoter and the Promoter reserves the right to disqualify any person who fails to provide the required information or provides false information.
- 20) Redemption of the prize is subject to availability of flights at the time of booking.
- 21) It is the responsibility and expense of the prize winner and their guest to ensure that their personal documentation (including but not limited to passports, Visas etc) are valid when taking the prize. Any expenses incurred as a result of not meeting such requirements are the sole responsibility of the prize winner and their guest.
- 22) All ancillary costs and expenses (including transport, accommodation, transfers, insurance, food, beverages, entertainment and spending money) in taking the prize are the responsibility of the prize winner (unless expressly stated).
- 23) By entering the Promotion:
 - a) each entrant warrants that their entry is their own original work, and that they own all rights (including copyright) in their entry. Each entrant indemnifies the Promoter for any costs or loss incurred by the Promoter as a result of this warranty being false or incorrect;
 - b) each entrant grants to the Promoter a non-exclusive, perpetual, worldwide, irrevocable, transferable and royalty-free licence to the content of each entry (including written content and photographs), for use, reproduction or publication for the purposes of the Promotion, including on the Promoter's promotional materials, websites and social media pages (including Instagram, Facebook and Twitter) and the Promoter reserves the right to exhibit and publish all entries within the context of the Promotion; and
 - c) each entrant consents to any act or omission by the Promoter which may infringe any of the entrant's moral rights (within the meaning of the Copyright Act 1968 (Cth)), including: i) failing to attribute (or correctly attribute) the entrant's authorship of the entry; or ii) making any modification, variation or amendment of any nature to the entry, whether or not it results in a material distortion or derogatory treatment of the entry.
- 24) To the extent of any inconsistency, the terms and conditions of a prize supplier will prevail over these terms and conditions. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize, any delay or failure relating to the Prize itself (including any damage to the Prize in transit) or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.
- 25) It is a condition of accepting any Prize that the winning entrant may be required to sign a legal

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release as determined by the Promoter in its absolute discretion, prior to receiving the prize.

- 26) The winning entrants acknowledge and consent to participating in promotional activities relating to the Prize which may include promotional photograph shoots and media interviews. The Promoter may use all photographs and recorded interviews, including the winner's image, voice, name and other details, without restriction and without further reward or recourse to the winner, in its advertising and promotional materials and official communications, forever and in any media whatsoever. The Promoter will endeavour to ensure that such activities will be scheduled at the convenience and availability of the winning entrant/s.
- 27) Personal information collected by the Promoter during the Promotion may be used in order to conduct the Promotion. The Promoter will handle personal information disclosed by the entrant in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the terms of its privacy policy located at <http://www.vrc.net.au/privacy-policy/>. If the information requested is not provided, the entrant may not participate in the Promotion. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion or providing prizes. Entrants may access the information that the Promoter holds about them by contacting the Promoter's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031.
- 28) The Promoter's decision is final and no correspondence or communication will be entered into.
- 29) If for any reason this Promotion is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries.
- 30) The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) in connection with this promotion, or for personal injury suffered or sustained as a result of receiving or using a prize, except for any liability which cannot be excluded by law (in which case

that liability is limited to the minimum allowable by law).