

terms & conditions

VRC Member Promotion – Flemington Festival of Racing 2015

1. Information on how to enter and the prize forms part of these Terms and Conditions. By entering this promotion, each entrant acknowledges that they have read and understood these Terms and Conditions of entry. Participation in this Promotion is deemed acceptance of these Terms and Conditions of entry.

2. Entry is only open to Full and Restricted financial Members (Full, Restricted, Provisional, Life, Pre-1979) of the VRC for the 2014/15 racing season.

3. Employees, directors and other representatives of the Promoter and organisations involved in sponsoring or conducting this promotion (and any individuals so involved) are ineligible, as are members of their immediate families and households.

4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Identification suitable for verification is at the sole discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

5. Incomplete, indecipherable or illegible entries, entries containing incorrect contact details and entries containing material which the Promoter considers inappropriate for any reason will be deemed invalid.

6. The Promoter's decision on all aspects relating to this promotion is final and no correspondence will be entered into.

7. The Promotion is open on each racemeeting at Flemington throughout the Flemington Festival of Racing on Saturday 21 February, Saturday 7 March and Saturday 14 March 2015.

The Promotion closes at 7.00pm (AEDST) on the final day of the Flemington Festival of Racing, Saturday 14 March 2015. No further entries will be accepted past this time.

8. To enter the promotion, entrants can enter the promotion by swiping their Membership Card with any food and beverage purchases at permanent bars and food outlets within the Members' Enclosure (excluding pre-purchased dining packages) at Flemington racecourse during the dates listed above as part of the Flemington Festival of Racing:

For every dollar that spent by the entrant in these outlets, they will receive one entry into the prize draw.

Members dining in The Atrium or Members' Dining Room are required to place their receipt with their Membership details in the allocated box in the respective dining venue by 7pm on the day that they have dined. Entries into the draw will be given to the Member who has made payment for beverage consumption.

9. There is one (1) prize in total. Total prize pool value \$10,583 (inc GST). Value is true at the time of print and is subject to change. Value will also depend on the winner's departure city.

10. The prize is: (a) Two adult return economy Emirates flights from the winners nearest capital city to Heathrow Airport, London, (b) 2 x tickets to The Sandringham Restaurant at Royal Ascot on Tuesday 16th June 2015 (Kings Stand Stakes) and Saturday 20th June 2015 (Diamond Jubilee Stakes), and (c) 1 x \$1000 voucher from Harvey World Travel.

11. Once the prize has been received, the prize is at the sole risk of the winner and the Promoter takes no responsibility for the prize being damaged, stolen or lost.

12. The prize, or any part thereof, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter. The Prize cannot be sold to any other person (including via any online auction site). A prize will be forfeited if it is not used at the time and in the manner stipulated by the Promoter.

13. The travel voucher is valid for 12-months from time of print and cannot be redeemed for cash.

14. The winning entrant acknowledges that:

(a) if the total cost of the flights exceeds the total maximum prize value due to the location selected, the excess costs (including taxes) will be at the winning entrant's expense: and

(b) any additional ticketing requirements, or changes to ticketing (including additional tickets or upgrades) will be at the discretion of the prize supplier and at the winning entrant's expense.

15. Once issued, tickets for the Emirates flights are not redeemable for cash, non-transferable, non-re-routable to another destination, non-endorsable and can only be used for travel on Emirates. Each ticket holder is entitled to normal baggage allowances as per the existing rules.

16. All ancillary costs and expenses not expressly stated but which may be incurred in acceptance and use of the prize are the responsibility of the winning entrant and their guest. Such costs and expenses may include transport, accommodation, airport transfers, insurance, food, beverages, entertainment and spending money. The winning entrant will also be required to pay all applicable flight or airfare-related taxes (excluding any airfare related taxes already included as part of prize value).

17. It is the responsibility and expense of the winning entrant 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 winning entrant and their guest.

18. Emirates Skywards Miles (and points from any other frequent flyer program) cannot be earned from these tickets - i.e. no miles will be credited to your account.

19. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

20. Neither the Promoter nor any of its employees, contractors or agents (nor employees of its contractors or agents), accept any responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, theft, destruction or otherwise.

21. The draw for the promotion will take place on Friday 27 March 2015 at 10am at the Legal Counsel's office, Victoria Racing Club located at 448 Epsom Road, Flemington, Victoria 3031. The winning entrant will be drawn by computerised draw system or selection. The winner will be contacted in writing, via phone, email and published on vrc.net.au for a period of 28-days.

22. If the winner cannot be contacted by Thursday 23 April 2015, the prize will be re-drawn at 10am on Thursday 23 April 2015 at the Legal Counsel's office, Victoria Racing Club located at 448 Epsom Road Flemington, VIC, 3031. The winning entry will be drawn by computerised draw system or selection. The winner will be contacted in writing, via phone, email and published on vrc.net.au for a period of 28-days.

23. The use of each prize is at the winner's sole risk. Neither the Promoter, nor any of its employees, contractors and agents (nor employees of its contractors and agents), nor companies providing Prizes for the Promotion, will be held liable for any liability, loss, damage, expense, death, or personal injury suffered or incurred or any dispute (including, but not limited to, direct, indirect or consequential loss) arising out of, or in connection with, this Promotion, the provision of Prizes, use or participation in such Prizes or promotion of this Promotion, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

24. To the extent of any inconsistency, the terms and conditions of a prize supplier will prevail over these terms and conditions.

25. Each entrant indemnifies and will keep indemnified the Promoter in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by the Promoter as a direct or indirect result of the entrant acting inconsistently with or breaching any part of these Terms and Conditions.

26. The winning entrant acknowledges and consents to participating in promotional activities 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. Privacy Statement. The Promoter collects personal information from the proposer or the seconder in order to conduct the promotion and where applicable, to enable communication with the entrant for the purposes for which the entrant has "opted in". 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. If the entrant has "opt-ed in", the entrant agrees that the Promoter and its third party sponsors (where applicable) may use this information in any media for future promotional, marketing and publicity purposes, including the sending of electronic messages. 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

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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. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter.

31. Any questions, comments or complaints regarding this promotion are to be directed to VRC Customer Service, 448 Epsom Road, Flemington, VIC, 3155.

32. The Promoter is Victoria Racing Club Limited (ACN 119 214 078).

33. The permit number is [14/6075](#)