



Emirates Stakes Day
Fashions on the Field



2017 EMIRATES STAKES DAY FASHIONS ON THE FIELD SENIOR CATEGORY TERMS AND CONDITIONS

(current as at 27 September 2017)

HOW TO ENTER

1. Rules on how and when to enter the Female and Male 2017 Emirates Stakes Day Fashions on the Field – Senior Category competitions (each a separate **Competition**) and details of the prize[s] and their value may be found at <http://www.flemington.com.au/melbourne-cup-carnival/emirates-stakes-day-fashions-on-the-field> and form part of these terms and conditions. Note that there are separate terms and conditions for entry to the 2017 Emirates Stakes Day Fashions on the Field - Family competition and Junior competition.
2. Entrants (**Entrants**) must obtain their parent or guardian's (the **Guardian**) consent to participate in the Competition.
3. The Promoter may require that the Guardian sign a release confirming the Guardian's status as parent or guardian of the Entrant and accepting responsibility for the acts of the Entrant during the Competition. This release will include Guardian's full name, address and phone number. A prize winner may not be able to claim their prize if the winner's Guardian does not sign the release.
4. The Guardian agrees on behalf of themselves and the Entrant that in participating in the Competition, they will observe and comply with these terms and conditions, the Contestant Criteria (detailed below) and VRC's Ticketing Terms and Conditions of Entry for Flemington Racecourse 2017 located at <http://www.flemington.com.au/terms-conditions/> (together the **Terms**).
5. Entrant's must register to participate in the Competition by first obtaining their Guardian's consent and assistance in completing registration forms, which will be available:
 - a) online between 5:00pm Wednesday 27 September 2017 and 5:00pm Wednesday 8 November 2017 at <http://www.flemington.com.au/melbourne-cup-carnival/emirates-stakes-day-fashions-on-the-field>; or
 - b) on the day of the Competition, being Emirates Stakes Day, 11 November 2017 (the **Competition Day**) for Senior Girls, between 2:10pm – 2:30pm AEDT and for Senior Boys, between 1:30pm – 1:50pm AEDT at the registration desk located at the Emirates Stakes Day Fashions on the Field enclosure, Flemington Racecourse at 448 Epsom Road Flemington, Victoria. Registration time is limited and will only be accepted if time permits.
6. No responsibility will be taken for incomplete, late or lost entries or if the Entrant is late to register or collect their Entrant number during the times prescribed. Incomplete or illegible entries will be deemed invalid.
7. Unless otherwise stated by the Promoter, on the Competition Day, all Entrants (including Entrants that have registered online), must collect their entrant number from the registration desk for Senior Girls, between 2:10pm – 2:30pm AEDT and for Senior Boys, between 1:30pm – 1:50pm AEDT. The Promoter may also request proof of age and/or additional forms to be completed at this time.

Information: VRC Customer Service 1300 727 575

Victoria Racing Club Limited (ACN 119 214 078) | 448 Epsom Road Flemington VIC 3031 | Tel 1300 727 575 | Fax (+61 3) 8378 0855 | flemington.com.au





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ELIGIBILITY AND CONTESTANT CRITERIA

8. To be eligible to participate in the Competition, the Guardian acknowledges and agrees on behalf of the Entrant that they will meet the following contestant criteria (**Contestant Criteria**):
 - a) Entrants must be aged 13 years to 17 years on the Competition Day;
 - b) Entrants and/or their outfits are not permitted to promote commercially a brand, store or designer or receive a commercial benefit from appearing in the competition; and
 - c) Entrants are not permitted to alter or add to their outfit in any way from the beginning until the end of the Competition.
9. Entry to the Competition may be refused if an Entrant does not meet one or more of the Contestant Criteria.
10. Entrants and their Guardians must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoter, the Competition or other contestants at any time. If an Entrant or their Guardian is seen to be doing so they will be immediately disqualified from the Competition and all other competitions run or promoted by the Promoter in 2017 and 2018.
11. Employees, directors and other representatives of the Promoter, host race clubs and organisations involved in sponsoring or conducting any Fashions on the Field event (and any individuals so involved, including judges) are ineligible to participate in the Competition, as are members of their immediate families and households.

NO COMMERCIAL INVOLVEMENT

12. Neither Entrants nor their outfits are permitted to commercially promote a brand, store, or designer or any other commercial enterprise.
13. Entrants may only enter the Competition in their own private and personal capacity and not on behalf of a third party including any commercial enterprise.
14. Entrants must not receive any payment or benefit from a third party (including any commercial enterprise) for entering (or otherwise in connection with) the Competition.

JUDGING

15. The Promoter will select the judging panel for the Competition and each validly entered Entrant will be judged based on the following judging criteria (**Judging Criteria**):
 - a) fun and fashionable;
 - b) grooming and deportment;
 - c) appropriateness of the outfit for the person's age, the climate and the raceday; and
 - d) style and originality.
16. The judges' decision is final and binding on every Entrant and no correspondence will be entered into.
17. In the event of a draw, the Promoter's adjudicator (a VRC representative) will determine the winner.
18. This Competition is a game of skill. Apart from the drawing of the online registration prize winner, chance plays no part in determining the winners. All entries will be judged individually on their merits based on the Judging Criteria on each relevant race day. The judges may also rank additional entries as Second Place, Third Place and so on in case the first chosen winner is ineligible to receive their prize.

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COMPETITION PROCESS

19. Entrants will compete in a series of stages (known as heats) on the Competition Day, following which there will be a Preliminary Final and Final to be held on the same day.
20. The winners of each heat, Preliminary Final and Final, will be notified on the Competition Day via MC announcement at the conclusion of each heat or final, whichever is applicable, and the Guardian will ensure that the Entrant is ready to compete in the following heat or final.
21. Entrants who fail to appear at the correct time for their competition judging (heat or final) will be disqualified from the Competition and their entry deemed invalid.
22. On the Competition Day, Guardians must be in attendance at the Competition to chaperone the Entrant at all times during the heats, Preliminary Final and Final (if applicable).
23. Once an Entrant has participated in the heats of the Competition, they will not be permitted to make any further alterations or additions to any part of their outfits (including headwear) otherwise the Entrant will be disqualified from the Competition.
24. Based on the Judging Criteria, the judges will select a minimum of 20 Entrants from the total number of Entrants that compete in the heats, to compete in the Preliminary Final on the same day.
25. From the Entrants in the Preliminary Final, the judges will then select 10 Preliminary Finalists to compete in the Final.
26. The Final will also be held on the same Competition Day at a time designated by the Promoter and advised to the Preliminary Finalists, and the judges will then select a 2017 Senior Winner, a Second Place and a Third Place for each Female and Male category of the Competition.

ONLINE REGISTRATION PRIZE

27. All entrants that validly entered any category of the 2017 Emirates Stakes Day Fashions on the Field competition (Family, Junior and Senior) on-line will go into the draw to win the prize set out in the Prize Schedule.
28. The draw method will be via a computerised draw system or selection to be drawn at approximately 3.10pm AEDT on Emirates Stakes Day, Saturday 11 November 2017. The computerised draw system used to draw the prize(s) will be operated by a suitably qualified person in the operation and integrity of such systems.
29. The Online Registration winner is not required to attend the draw, and will be contacted in writing and by telephone, and their name published on the VRC website for a period of 28 days (www.flemington.com.au) from Monday 13 November 2017.
30. If the winner cannot be contacted by 17.00 AEDT on Monday 11 December 2017, the prize will be re-drawn at 10.00 AEDT on Tuesday 12 December 2017 at the Promoter's offices.

WINNERS AND PRIZES

31. The 2017 Senior Winner, Second Place and a Third Place in each Female and Male Category will receive the applicable prizes described and set out in the Prize Schedule.
32. The total prize pool for the Competition is valued at up to \$42,500.00 (incl GST) for both Competitions (Female and Male) (not including the online registration prize valued at \$2,000.00 incl GST). GST does not apply to the issuing of gift cards. All prize values are in Australian dollars.

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33. The relevant prizes will be awarded to the Guardian on behalf of each winner and the Guardian may be required to sign a release in the form detailed at Clause 3 at the time of collecting the prize. In the event that a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter).
34. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective Guardian.
35. Subject to clause 33, all prizes must remain the property of the relevant prize winner once awarded. No interest in a prize may be granted or transferred to a third party unless notified to the Promoter, in which case such transfer will be at the Promoter's discretion and any terms and conditions imposed by the prize supplier.
36. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
37. Prizes are subject to change at the discretion of the Promoter for other prizes of equal or greater value. If a prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the lottery authorities.
38. If for any reason, the Promoter becomes aware after an Entrant has won a prize that the Entrant has not complied with the Terms or that their entry is otherwise invalid, that Entrant will have no entitlement to that prize, even if the Promoter has announced them as the winner and that Entrant will be required, at the direction of the Promoter to return, refund or otherwise make restitution of the prize.
39. All travel, accommodation, experience and activity prizes (such as events, tours, bowling passes, movie tickets and other entries) will be valid for one year from the date of the Competition, unless otherwise specified in these terms and conditions, or on a voucher, ticket or other document recording the entitlement to the prize.
40. Travel and accommodation prizes are subject to availability and the prize supplier's terms and conditions of use.
41. Any additional ticketing or accommodation requirements, or changes to ticketing and accommodation will be at the discretion of the prize supplier and at the prize winner's expense.
42. A parent or legal guardian (over the age of 18) must accompany the prize winner at all times throughout any prize that involves travel, accommodation, an activity or experience. The parent or legal guardian will be considered as the guest/travelling companion of the prize winner.
43. All ancillary costs and expenses (including petrol, additional insurance, food, beverages, entertainment and spending money) in taking any prize will be the responsibility of the prize winner (unless expressly stated).
44. The Guardian, on behalf of the prize winner, is solely responsible, at their own expense, for their entry and the entry of their companions into any overseas destination included in a travel and accommodation prize including ensuring all necessary passports, visas, travel authorisations, medical advice and recommended vaccinations and immunisations have been obtained prior to travel and, if required, on or by a date nominated by the Promoter. Failure to do so may result in the travel and/or accommodation prizes being forfeited.
45. Frequent flyer points will not form part of any travel prize and cannot be claimed by a prize winner or other companions.
46. If the prize includes Emirates flights, the winner agrees:

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- a) The ticket must be issued within 1 month from the winner being announced and the travel must be completed within 12 months from the date the tickets are issued.
 - b) These tickets are subject to seat availability and may be restricted for use on premium flights during public holidays and school holidays. Additional blackout periods may apply.
 - c) Once tickets are issued, any change in date is subject to a fee payable by the prize winner.
 - d) Included taxes are any government taxes and/or charges imposed by the Australian Government and/or by Foreign Governments and/or authorities on departing passengers.
 - e) Emirates are not responsible for insurance, visas or any additional expenses relating to your flight.
 - f) These tickets are valid on Emirates Airline only and are non-extendable, non-transferable, non-re-routable, non-endorsable and non-cashable.
 - g) The prizewinner is entitled to the normal baggage allowance as per the existing rules.
 - h) No Skyward miles can be redeemed on these tickets.
 - i) Emirates chauffeur driven service is only applicable for Business Class tickets.
47. If the Prize includes Myer Gift Cards, Gift Cards are treated like cash. Lost or stolen Gift Cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire two years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. For full terms of use and full details concerning applicable exclusions, visit www.myer.com.au or call 1300 398 226. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.
48. The Promoter takes no responsibility for any negative encounter experienced by a prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, cancellations or postponement of an event, inclement weather or any illness experienced by the winner. Any costs incurred as a result are the sole responsibility of the prize winner and no substitute prize or compensation will be offered under any circumstances.
49. Once a prize has been claimed by the winner and has been collected, or if arranged between the Promoter and the winner, has been delivered or collected from the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
50. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.
51. Each 2017 Senior Winner (female and male) must be available for a minimum of six promotional appearances, if required by the Promoter, during 2017/2018.
52. Should a 2017 Senior Winner prove to be ineligible for the Competition, be unable to fulfil the Contestant Criteria in any way, not agree to any of the Terms and Conditions, breach these terms or interfere with the fair running of the Competition (or attempt to do so) or, if despite using all reasonable attempts to do so, the Promoter is unable to contact the 2017

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Senior Winner on the day in order to award the prize at the prize winners ceremony then some or all of their prizes may be passed on to the Second Place . If the Second Place similarly fails to qualify for a prize, then the prize will be transferred to the Third Place and so on.

53. Each 2017 Senior Winner (female and male) of the 2017 Emirates Stakes Day Fashions on the Field – Senior Category competition is not permitted to enter any Fashions on the Field Competition in 2018 (including in the Family or Women's / Men's categories).
54. Each 2017 Senior Winner (female and male) must not become an ambassador, face of, judge of a fashion competition, spokesperson for, or associated with any other racecourse in Australia other than Flemington, unless approved in writing by the Promoter, within 12 months of winning the 2017 Emirates Stakes Day Fashions on the Field - Senior Category competition (Female and Male).
55. It is a condition of accepting any prize that the prize winner (or the Guardian on behalf of the prize winner) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).

PHOTOGRAPHS AND PERSONAL DETAILS

56. The Promoter collects personal information from entrants in order to facilitate the Promotion. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Competition or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the entrant may not be eligible to participate in the Competition.
57. 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.flemington.com.au/privacy-policy/>.
58. All entries will be entered into a database upon registration, and the Entrant agrees that unless they have "opted out", the Promoter may also use personal information for future promotional, marketing and publicity purposes, including keeping the entrant informed of the latest VRC news, events, promotions, surveys and offers. Unless the Entrant has opted out, their personal information may also be disclosed to VRC staff, authorised third parties including relevant service providers and where applicable, the Promoter's partners and sponsors to enable communication for the specific purposes. Entrants may access the information that the Promoter holds about them, or request to "opt-out" of any future communications by contacting the Promoter's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031 or by emailing privacy@vrc.net.au.
59. Without limitation, the Guardian authorises and grants to the Promoter on behalf of themselves and the Entrant:
 - a) the right to record the their image, voice and performance during the Competition, including in photographs, film and other audio-visual materials (the **Materials**); and
 - b) the right to copy, adapt, edit, alter, reproduce, publish, distribute, exhibit, broadcast, transmit, and otherwise exploit, and permit others (including Emirates) to exploit, parts or all of the Materials which have been recorded of the Entrant in all media (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), throughout the world and in perpetuity, for the purposes of publicity, marketing, advertising and promotion of the VRC, Flemington Racecourse and any racedays or events organised by the VRC including future Fashions on the Field competitions, without further credit, compensation or reward.

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60. Entrants acknowledge and agree:

- a) that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoter;
- b) releases the Promoter from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and
- c) waives, in favour of the Promoter, any rights in the nature of moral rights as defined in the Copyright Act 1968 (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by any Promoter which may infringe such moral rights.

GENERAL

- 61. All entries become the property of the Promoter when submitted.
- 62. Information and details of the Terms and prizes (including prize values) were correct at the time of publication.
- 63. By entering the Competition, the Guardian agrees on behalf of themselves and the Entrant that the Entrant's entry is their own original work, that they have received the consent of any third party that has provided any item of clothing or accessory that supplements the entry, and that they do not infringe the rights (including intellectual property rights) of any third party. The Guardian on behalf of the Entrant indemnifies the Promoter for any costs or loss incurred by the Promoter as a result of this warranty being false or incorrect.
- 64. If, for any reason, the Competition or any of the prizes are not capable of being run or offered as planned, the Promoter reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Competition. If the Competition is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to Entrants arising out of any resultant action taken by the Promoter.
- 65. Unless required by any law, including the Australian Consumer Law, the Promoter, and its respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Competition (including entry, collation of Entrant and Guardian details and determination of the winners), or use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
- 66. The Promoter is not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof. If for any reason any aspect of the Competition is not capable of running as planned due to such technical malfunctions, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Competition and invalidate any affected entries.
- 67. If requested by the Promoter, any Entrant, Guardian or winner (and their companion(s), if applicable) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this Competition and/or providing the prize prior to undertaking any specified activities forming part of the Competition, acceptance or use of the prize or the prize itself. If any Entrant, Guardian, winner or nominated

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companion does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant Entrant's, or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed.

68. The Promoter may at its absolute discretion prohibit a Entrant's participation in this Competition, cancel or suspend a prize or cease to provide any prize to a winner if the Entrant, Guardian, winner or any companion(s) are, in the reasonable opinion of the Promoter, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Competition, the Promoter or its products and brands, other entrants, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.
69. The Promoter's decisions in connection with the Competition are final and no correspondence will be entered into.
70. The Promoter is Victoria Racing Club Limited ACN 119 214 078, 448 Epsom Rd, Flemington, Vic, 3031.

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**PRIZE SCHEDULE: 2017 EMIRATES STAKES DAY FASHIONS ON THE FIELD –
SENIOR CATEGORY (13–17 years old)**

Miss Emirates Stakes (Female)

WINNER

- Two return Business Class flights from Melbourne to Dubai flying Emirates valued at approx. \$17,000.00 (inc GST). Travel must be booked 1 month from the event date*
 - *Flights are subject to Emirates' Terms and Conditions – see clause 46 for further details*
- One travel/accommodation voucher supplied by the Promoter valued at AUD\$1000.00 for any domestic or international travel or accommodation valid for six months from the date of the event.
- One TCL 55" Ultra HD Android valued at \$1399.00 (inc GST)
- One \$600 Antler Luggage voucher*
- Myer gift card to the value of \$300
 - *Terms and conditions apply – see clauses 47 for further details*
- One Village Cinemas Total Movie Experience Gift Card valued at \$49.00^

Total: \$20,348.00

Second Place

- One \$400 Antler Luggage voucher*
- One Village Cinemas Total Movie Experience Gift Card valued at \$49.00^

Total: \$449.00

Third Place

- One \$250 Antler Luggage voucher*
- One Village Cinemas Total Movie Experience Gift Card valued at \$49.00^

Total: \$299.00

Finalists x 7

- One Village Cinemas Adult Movie Ticket Gift Voucher valued at \$22.00^

Total: \$22.00 x 7 (\$154.00)

Total Senior Girls prize pool \$21,250.00 (Incl GST)

All Entrants will receive a gift bag filled with goodies (No commercial value)

* **Antler voucher** – Terms and conditions apply – contact Antler for further details.

^ **Village Cinemas Family Experience Gift Card** – Terms and conditions apply – contact Village for further details.

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Master Emirates Stakes (Male)

WINNER

- Two return Business Class flights from Melbourne to Dubai flying Emirates valued at approx. \$17,000.00 (inc GST). Travel must be booked 1 month from the event date*
 - *Flights are subject to Emirates' Terms and Conditions – see clause 46 for further details*
- One travel/accommodation voucher supplied by the Promoter valued at AUD\$1000.00 for any domestic or international travel or accommodation valid for six months from the date of the event.
- One TCL 55" Ultra HD Android valued at \$1399.00 (inc GST)
- One \$600 Antler Luggage voucher*
- Myer gift card to the value of \$300
 - *Terms and conditions apply – see clauses 47 for further details*
- One Village Cinemas Total Movie Experience Gift Card valued at \$49.00^

Total: \$20,348.00

Second Place

- One \$400 Antler Luggage voucher*
- One Village Cinemas Total Movie Experience Gift Card valued at \$49.00^

Total: \$449.00

Third Place

- One \$250 Antler Luggage voucher*
- One Village Cinemas Total Movie Experience Gift Card valued at \$49.00^

Total: \$299.00

Finalists x 7

- One Village Cinemas Adult Movie Ticket Gift Voucher valued at \$22.00^

Total Senior Boys prize pool \$21,250.00 (Incl GST)

Total Senior prize value: \$42,500

All Entrants will receive a gift bag filled with goodies (No commercial value)

* **Antler voucher** – Terms and conditions apply – contact Antler for further details.

^ **Village Cinemas Family Experience Gift Card** – Terms and conditions apply – contact Village for further details.

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Online Registration Winner (Across All Categories – Family, Junior Senior)

- Two return flights from Melbourne to Auckland flying Emirates valued at approx. \$1,000. Travel must be booked 1 month from the event date*
 - *Flights are subject to Emirates' Terms and Conditions – see clause 46 for further details*
- One travel/accommodation voucher supplied by the Promoter valued at AUD\$1000 for any domestic or international travel or accommodation valid for six months from the date of the event.

Total value: \$2,000.00

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