

RACING VICTORIA 'RACING INSIDERS' COMMUNITY MEMBERSHIP - TERMS AND CONDITIONS

Racing Victoria has engaged Vision Critical to create an online community platform to gather aggregated customer opinions to inform future policy decisions about the Victorian thoroughbred industry.

Members of 'Racing Insiders' are invited to register to join the community and participate in a series of short, regular surveys designed to assist Racing Victoria to provide improved customer experiences for owners, punters, viewers and raceday attendees.

MEMBERSHIP TERMS AND CONDITIONS

1. Each registered member (Member) of Racing Insiders (Community) acknowledges and agrees that their participation in Racing Insiders will strictly comply with the following conditions:
 - i. all Members must be aged 18 years and over as at 1 September 2017;
 - ii. only Australian residents may become a Member.
2. By registering and participating in the Community, the Member agrees to hold harmless, defend and indemnify Racing Victoria and its agents from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Member's participation in the Community.
3. Racing Victoria collects the personal information of Members in order to facilitate the surveys, promote Victorian thoroughbred racing and to compile aggregated customer opinions. The Member's email details will also be entered into Racing Victoria's participant database for the purpose of distributing material relating to the Community and Victorian thoroughbred racing industry.
4. If the personal information requested is not provided, the entrant will be deemed ineligible to participate in the Community.
5. A registered member will be required to exit the Community four years after becoming a Member.
6. Racing Victoria reserves the right to remove Members from the Community due to non-response to invites to participate in Community surveys.
7. All personal information will be treated in accordance with Racing Victoria's Privacy Policy (<https://rv.racing.com/about/privacy-policy>).
8. The Member agrees, that subject to the Privacy Act, Racing Victoria or its agents may do the following:
 - a) transfer personal information confidentially to other organisations that provide services in relation to the survey;

- b) distribute marketing communications related to the Community and thoroughbred racing industry (unless the entrant has opted out or notified Racing Victoria that he or she no longer wishes to receive such communications); and
 - c) use the information for any other purpose outlined in the Privacy Policy.
9. Except for participation in the Community, the Member will not use the Community platform, or the material contained on it, for any purpose. This involves:
- i. the reproduction of the material in any material form;
 - ii. the distribution of the material in any material form;
 - iii. re-transmission of the material by any medium of communication;
 - iv. uploading and/or reposting the material to any other site on the world wide web; and/or
 - v. framing the material on the Community with other material on any other world wide web site.

The above are specifically prohibited by these Terms.

10. The Member may not modify or copy:

- i. the layout of the Community platform; or
- ii. any computer software and code contained in the Community.

11. Racing Victoria and Vision Critical reserves all intellectual property rights, including but not limited to, copyright in material and/or services provided by them.
12. Racing Victoria trade marks belong to Racing Victoria. Nothing contained on the Community platform is to be construed as granting any licence or right of use of any trademark displayed.
13. Racing Victoria accepts no responsibility whatsoever for any system or connection problems that might affect any end user during the surveys.
14. Racing Victoria is not responsible for any problems or technical malfunction of any telephone network or lines, 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, including any injury or damage to a Member's or any other person's computer related to or resulting from participation in or down-loading any materials in the surveys.
15. Racing Victoria and its affiliates and subsidiaries, or any of their employees, officers or directors shall not be liable for any damages howsoever arising as a result of a Member's participation in the surveys and any such liability shall be borne solely and exclusively by the Member, as the case may be.

16. Racing Victoria does not make any warranty that the surveys or any services connected with the Community will be provided with due care and skill. Members acknowledge that, to the extent that any warranty is implied by law it is excluded to the full extent permitted by law.
17. If for any reason the Community is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of Racing Victoria which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, Racing Victoria reserves the right in its sole discretion to cancel, terminate, modify or suspend the Community.
18. Racing Victoria will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with the Community if the deficiency is occasioned by any cause outside the reasonable control of Racing Victoria including without limitation technical malfunctions or failures.
19. Racing Victoria reserves the right in its sole discretion to disqualify any individual whom Racing Victoria 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 Community.
20. This promotion shall be governed by and construed with reference to the laws in force in the State of Victoria and entrants submit unconditionally to the jurisdiction of the appropriate courts of the State of Victoria.