

**Racing Insiders
Prize Promotion
January 2019 – December 2019**

CONDITIONS

PARTICIPATION

1. This competition ("Competition") is conducted by or on behalf of Racing Victoria Limited, ABN 88 096 917 930 of 400 Epsom Road, Flemington, Victoria, 3031 (<https://rv.racing.com/>), ph 03 9258 4258. ("Promoter").
2. Information regarding prizes and how to enter forms part of these conditions. Entry to the Competition constitutes acceptance of these conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who, at the time of entry: (i) is a resident of Australia aged 18 years or older; (ii) is a member of Racing Insiders ("Membership"); (iii) is not an employee of the Promoter, Vision Critical Communications Pty Ltd ("Vision Critical") or any of their related corporations or any of their agencies associated with the Competition; and (iv) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. Competition entry opens at 00:01hrs on 21/1/19 and closes at 23:59hrs on 31/12/19 ("Entry Period"). All times and dates are times and dates in AEST.
5. Total prize pool value is \$7,400 AUD.

ENTRY

6. To enter, an Eligible Entrant must, during the Entry Period:
 - (a) visit www.racing-insiders.com.au ("Competition Website") and log in under your Membership details; and
 - (b) fully complete the Member survey ("Member Survey") including all mandatory questions and submit the Member Survey online.
7. Entries must be received by the Promoter during the Entry Period. Each Eligible Entrant may only complete the same Member Survey once. One prize permitted per person in the same calendar quarter.
8. The Promoter is not responsible for any late, lost, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
9. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
10. The Promoter may, at its absolute discretion, declare invalid any or all entries made, and prohibit further participation in this Competition, by any entrant who:

- (a) fails to (upon request) verify their entry and provide proof of identity, age and eligibility to enter the Competition or produces items that, in the Promoter's reasonable opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - (b) tampers with the entry process or operating of the Competition (including, but not limited to disguising an IP address, using multiple email addresses or aliases to submit multiple entries for the same person, or other electronic account) or benefits from such tampering; or
 - (c) submits an entry which is not in accordance with these conditions; or
 - (d) acts in violation of these conditions, acts in a disruptive or dishonest manner, acts with the intent to annoy, abuse, threaten or harass any other person or acts in a way to jeopardise the fair operation of the Competition. Errors and omissions may be accepted at the Promotor's discretion.
11. Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of those rights.
 12. Each entrant is responsible for paying any costs associated with entering the Competition or accepting the Prize.
 13. Each entrant must create their own entry and only submit an entry in their own name. All entries become the property of the Promoter.

DRAW AND PRIZE

14. Prize draws will consist of two major prize draws, (“Autumn New Member Prize Draw” and “Spring New Member Prize Draw”) and Monthly Prize Draws (“Monthly Draw”).
15. Both the “Autumn New Member Prize Draw” and the “Spring New Member Prize Draw” are restricted to people that have not previously signed up as members of Racing Insiders.
16. The Autumn New Member Prize Draw will be held on May 3 2019 at 11am at Vision Critical, level 7, 309, George Street, Sydney, NSW, 2000.

Autumn Prize Draw date	Notification date	Publication date
11.00am AEST 3/5/2019	11.00am AEST 3/5/2019	11.00am AEST 10/5/2019

17. The Spring New Member Prize Draw will be held on November 15 2019 at 11am at Vision Critical, level 7, 309, George Street, Sydney, NSW, 2000.

June Recruitment Prize date	Notification date	Publication date
11.00am AEST 15/11/2019	11.00am AEST 15/11/2019	11.00am AEST 22/11/2019

18. The Autumn and Spring New Member Prize draws are restricted to people who become a Racing Insiders member for the first time. People who have become Racing Insiders members prior to

February 1 2019 are not eligible to be part of the Autumn New Member Prize Draw. People who have become Racing Insiders members prior to September 1 2019 are not eligible to be part of the Spring New Member Prize Draw.

19. Each monthly draw (for the previous month's activities) will be held at 11am on the following days of each month at Vision Critical, Level 7, 309 George Street, Sydney, NSW, 2000:

Prize Draw date	Notification date	Publication date
11.00am AEST 8/2/2019	11.00am AEST 8/2/2019	11.00am AEST 15/2/2019
11.00am AEST 8/3/2019	11.00am AEST 9/3/2019	11.00am AEST 15/3/2019
11.00am AEST 5/4/2019	11.00am AEST 5/4/2019	11.00am AEST 12/4/2019
11.00am AEST 3/5/2019	11.00am AEST 3/5/2019	11.00am AEST 10/5/2019
11.00am AEST 7/6/2019	11.00am AEST 7/6/2019	11.00am AEST 14/6/2019
11.00am AEST 5/7/2019	11.00am AEST 5/7/2019	11.00am AEST 12/7/2019
11.00am AEST 9/8/2019	11.00am AEST 9/8/2019	11.00am AEST 16/8/2019
11.00am AEST 6/9/2019	11.00am AEST 6/9/2019	11.00am AEST 13/9/2019
11.00am AEST 4/10/2019	11.00am AEST 4/10/2019	11.00am AEST 11/10/2019
11.00am AEST 8/11/2019	11.00am AEST 8/11/2019	11.00am AEST 15/11/2019
11.00am AEST 6/12/2019	11.00am AEST 6/12/2019	11.00am AEST 13/12/2019
11.00am AEST 06/1/2020	11.00am AEST 06/1/2020	11.00am AEST 13/1/2020

20. Winners' names will be published and displayed on the Competition Website.
21. The prize for each winner of the Monthly draw is one Flexi eGift electronic gift card valued at \$100 (including GST) ("Prize"). The first five valid entries randomly drawn each month will each win a Prize. No correspondence will be entered into in relation to the drawing of the prizes.
22. Vouchers cannot be redeemed for further vouchers and cannot be used in conjunction with any other discount, coupon or offer.
23. Prizes are provided online via the GiftPay website (<http://www.giftpay.com>) in the form of eGifts. Winners may select how and where they divide the value of their prize across one or more of the

retail outlets on offer at GiftPay, up to the total value of the eGift prize. Prizes will expire per the date stipulated by GiftPay and may vary depending on the eGift option chosen. All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the winner.

24. The total prize pool is \$7,400 consisting of a Monthly prize pool valued at \$6,000 and two new member prize draws of a total of \$1,400.
25. The Autumn New Member Prize Draw consists of a Major Prize (1 x \$500 eGift prize) and a Secondary Prize (1 x \$200 eGift prize).
26. The Spring New Member Prize Draw consists of a Major Prize (1 x \$500 eGift prize) and a Secondary Prize (1 x \$200 eGift prize).
27. The Monthly Prize Draw consists of five individual prize winners who will each receive a \$100 eGift prize.
28. All prize values are the recommended retail value (including GST) in Australia as provided by the supplier and are correct at the time of printing.
29. A prize is not transferable or exchangeable.
30. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the gaming authorities in each State and Territory, where required. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.

WINNERS

31. The winners will be notified in writing sent by e-mail to the e-mail address indicated in their Membership. The notification may include instructions as to how the winner is to claim the prize and establish his/her entitlement to it.
32. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in the unclaimed prize draw in accordance with the conditions below.
33. Subject, where relevant, to any directions given under the legislation regulating the Competition, if a prize is not claimed by the winner within 3 months of the draw, the prize will be awarded to another Eligible Entrant in a redraw commencing at 11am at Vision Critical, Level 7, 309 George Street, Sydney, NSW 2000 on the dates below:

Original Draw Date	Re-draw date	Re-draw notification	Re-draw publication
11.00am AEST 8/2/2019	11.00am AEST 3/5/2019	11.00am AEST 3/5/2019	11.00am AEST 10/5/2019
11.00am AEST 8/3/2019	11.00am AEST 7/6/2019	11.00am AEST 7/6/2019	11.00am AEST 14/6/2019
11.00am AEST 5/4/2019	11.00am AEST 5/7/2019	11.00am AEST 5/7/2019	11.00am AEST 12/7/2019
11.00am AEST 3/5/2019	11.00am AEST 9/8/2019	11.00am AEST 9/8/2019	11.00am AEST 16/8/2019

11.00am AEST 7/6/2019	11.00am AEST 6/9/2019	11.00am AEST 6/9/2019	11.00am AEST 13/9/2019
11.00am AEST 5/7/2019	11.00am AEST 4/10/2019	11.00am AEST 4/10/2019	11.00am AEST 11/10/2019
11.00am AEST 9/8/2019	11.00am AEST 8/11/2019	11.00am AEST 8/11/2019	11.00am AEST 15/11/2019
11.00am AEST 6/9/2019	11.00am AEST 6/12/2019	11.00am AEST 6/12/2019	11.00am AEST 13/12/2019
11.00am AEST 4/10/2019	11.00am AEST 10/1/2020	11.00am AEST 10/1/2020	11.00am AEST 17/1/2020
11.00am AEST 8/11/2019	11.00am AEST 7/2/2020	11.00am AEST 7/2/2020	11.00am AEST 14/2/2020
11.00am AEST 6/12/2019	11.00am AEST 6/3/2020	11.00am AEST 6/3/2020	11.00am AEST 13/3/2020
11.00am AEST 06/1/2020	11.00am AEST 5/4/2020	11.00am AEST 5/4/2020	11.00am AEST 12/4/2020

34. Redraw winners' names will be published and displayed on the Competition Website.
35. In order to be entitled to a prize, the winner must, if requested by the Promoter, agree to and sign and return an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize. The winner will forfeit his/her prize if he/she fails to ensure that all documents relating to that prize are signed and returned in accordance with this condition, as and when required by the Promoter.

GENERAL

36. The Promotor and Vision Critical do not accept any responsibility whatsoever for any system or connection problems that might affect any end user during this competition.
37. The Promotor and Vision Critical are 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 participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition.
38. The Promotor, Vision Critical, and their 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 participant's entry into this competition or a winner's acceptance of a prize and any such liability shall be borne solely and exclusively by the participant or winner, as the case may be.
39. If for any reason this competition 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 the Promotor or Vision Critical which corrupt or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promotor

reserves the right in its sole discretion to cancel, terminate, modify or suspend this competition.

40. The Promotor and Vision Critical are not responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this competition if the deficiency is occasioned by any cause outside the reasonable control of the Promotor or Vision Critical including without limitation technical malfunctions or failures.
41. The Promotor reserves the right in its sole discretion to disqualify any individual whom the Promotor 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 this competition.
42. Any attempt to cause damage to any website of the information on any website associated with this competition or otherwise to undermine the fair and legitimate operation of this competition may be a violation of criminal or civil laws.
43. All of the Promoter's decisions are final and no correspondence will be entered into.
44. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or accepting or using any prize, including:
 - (a) any indirect, economic or consequential loss;
 - (b) any loss arising from the negligence of a Relevant Party;
 - (c) any liability for personal injury or death.

Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the *Competition and Consumer Act 2010*.

45. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
46. If any provision of these conditions is unenforceable for any reason, it will be severed and the remaining provisions will remain in full force and effect.
47. Racing Victoria and Vision Critical collects the personal information of Eligible Entrants in order to conduct and administer this promotion and promote Victorian thoroughbred racing. All personal information will be treated in accordance with Racing Victoria's Privacy Policy (<https://rv.racing.com/about/privacy-policy>).
48. Each entrant agrees, that subject to the Privacy Policy and the *Privacy Act 1988 (Cth)*, the Promotor or its agents may use or disclose their personal information as follows:
 - (a) to publish the winner's name on the Competition Website;
 - (b) to third party service providers for the purposes of running this promotion;
 - (c) to State and Territory lottery departments;
 - (d) to publish the winners names as required under applicable law;

- (e) to distribute marketing communications related to the Spring Racing Carnival and the Victorian thoroughbred racing industry generally (unless the entrant has opted out or notified Racing Victoria that he or she no longer wishes to receive such communications); and
 - (f) for any other purpose outlined in the Privacy Policy.
- 49. Authorised under NSW Permit No. LTPS/19/31185; ACT Permit No. TP 19/00058; SA Permit No. T19/39.
- 50. This competition 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.