



# Terms & Conditions

## 2019 Furphy Deck Promotion

### Promotion Schedule:

<b>A. Event:</b>	Australian Guineas Day presented by 3AW, Flemington Racecourse, 448 Epsom Road, Flemington VIC 3031 on Saturday, 2 March 2019
<b>B. Eligible Entrants</b>	Victorian Residents aged 18 years and over.
<b>C. Promotion Period</b>	<b>Entries Open:</b> 7:00pm (AEDT), 26 February 2019 <b>Entries Close:</b> 11:59pm (AEDT), 27 February 2019
<b>D. How to Enter:</b>	<p>During the Promotion Period, the “Flemington Racecourse and Victoria Racing Club” Facebook page (<b>Page</b>) will post two (2) 360 degree images (<b>Images</b>) which will be accompanied by the words “The Furphy Deck Promotion” (<b>Promotion Posts</b>).</p> <p>Within both of the Images, the Promoter will have hidden eight (8) images of Furphy beer cans.</p> <p>In order to enter the Promotion, Eligible Entrants will need to comment on one of the Promotion Posts describing in reasonable detail the location of each of the eight (8) Furphy beer cans.</p> <p>Eligible Entrants can comment on one or both of the Promotion Posts as many times as they like.</p>
<b>E. Selection</b>	<p>The comments on each Promotion Post will be considered by the Promoter.</p> <p><b>Prize 1</b></p> <p>The person who first comments on the first Promotion Post and, in the sole discretion of the Promoter, accurately describes the location of each of the eight (8) Furphy beer cans in the relevant Image will be judged the winner of Prize 1.</p> <p>The winner of the first Promotion Post will be notified at approximately 12:00pm (AEDT) on Wednesday, 27 February 2019 by the Page replying or commenting on the winning comment, directing the winner to Direct Message the Page to arrange delivery or collection of their prize.</p> <p><b>Prize 2</b></p> <p>The person who first comments on the second Promotion Post and, in the sole discretion of the Promoter, accurately describes the location of each of the eight (8) Furphy beer cans in the relevant Image will be judged the winner of Prize 2.</p> <p>The winner of the second Promotion Post will be notified at approximately 12:00pm (AEDT) on Thursday, 28 February 2019 by the Page replying or commenting on the winning comment, directing the winner to Direct Message the Page to arrange delivery or collection of their prize.</p> <p>The winning entrants must make contact with the Promoter to collect their prize by 10:00am (AEDT) Friday, 1 March 2019.</p>
<b>F. Prizes:</b>	<b>Prize 1</b> – two (2) x tickets to The Furphy Deck on Australian Guineas Day presented by 3AW held at Flemington Racecourse, 448 Epsom Road, Flemington VIC 3031 on Saturday,

Current as at 1 February 2019

VICTORIA RACING CLUB LIMITED (ACN 119 214 078) | 448 EPSOM ROAD, FLEMINGTON VIC 3031  
HEAD OFFICE (+61 3) 8378 0888 | VRC.COM.AU





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	<p>2 March 2019, inclusive of Flemington Racecourse entry, food and beverages, valued at \$89 each (inc GST).</p> <p><b>Prize 2</b> – two (2) x tickets to The Furphy Deck on Australian Guineas Day presented by 3AW held at Flemington Racecourse, 448 Epsom Road, Flemington VIC 3031 on Saturday, 2 March 2019, inclusive of Flemington Racecourse entry, food and beverages, valued at \$89 each (inc GST).</p> <p><b>TOTAL MAXIMUM PRIZE VALUE is \$356.00 (inc GST)</b></p>
<b>G. Redraw (if unclaimed):</b>	If any prizes are unclaimed, the prize will go unclaimed or be re-assigned by the Promoter in accordance with the Promotion Terms & Conditions.



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### **Promotion Terms:**

1. These Promotion Terms and the Promotion Schedule provide information on prizes and how to participate and together form the Terms and Conditions of Entry. By participating in this Promotion you agree to be bound by these Terms and Conditions of Entry.
2. To the extent of any inconsistency between the Promotion Terms and the Promotion Schedule, the terms of the Promotion Schedule will prevail.
3. The Promoter is Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031.
4. Entry is only open to Eligible Entrants as described at Item B ("Eligible Entrants", "entrant"). 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.
5. To enter the Promotion, Eligible Entrants must follow the instructions detailed under Item D. The number of entries into the Promotion is unlimited.
6. Incomplete, inaccurate, illegible or photocopied entries will be deemed invalid. 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 submits inaccurate details.
7. The entrant is responsible for commenting on the relevant Facebook post and it is not the responsibility of the Promoter or any third party to ensure that the entrant is entered into the Promotion.
8. The entrant may only enter the Promotion via Facebook.
9. Eligible Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Facebook. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook. Entrants release Facebook and its associated companies from all liabilities arising in respect of the Promotion.
10. This is a game of skill. Chance plays no part in the selection of the Prize winners. Winning entrants will be judged at the time and locations detailed at Item E.
11. The entrant specifically acknowledges and accepts that due to the nature of the Promotion and the use of the Facebook platform as part of the Promotion, that unless the entrant contacts the Promoter to identify themselves as a prize 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.
12. All reasonable attempts will be made to contact each winner. If a winning entrant is not able to be contacted, does not claim the prize by the dates set out in Item F, is ineligible to claim the Prize or is unavailable to attend the Prize, the Promoter at its discretion, may assign the relevant Prize to the entry judged the next correct entry in the Promotion, withdraw the Prize or dispose of the Prize in any manner the Promoter considers fit.
13. If the winning entrant is unavailable or unable to partake in the Prize as stated in clause 12, the winning entrant acknowledges that they forfeit that prize in full and no substitute prize or compensation will be offered.
14. If the Prize is awarded to the next eligible entrant, if that entrant is not able to be contacted, or does not claim the Prize within 24 hours of the time of notification to the next entrant, the Promoter, in its sole discretion, will forfeit the Prize and no substitute will be offered.



# **Terms & Conditions**

## **2019 Furphy Deck Promotion**

15. The Prize will be awarded to the person named in the entry. The Promoter reserves the right to require the prize 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.
16. The Promoter reserves the right to refuse to allow a prize winner to take part in any or all aspects of the Prize, if the Promoter determines in their absolute discretion, that a prize winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the Prize that a 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).
17. Once the Prize has been claimed by the Prize winner and 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.
18. 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 Promotion Terms and Conditions.
19. The total maximum prize value is the recommended retail price (RRP) correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of the Prize occurring between the printing date and date the Prize is claimed. All prize values are in Australian dollars. Prizes are not exchangeable or redeemable for cash.
20. 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.
21. Prize winners are advised that tax implications may arise as a result of accepting their prize. The Promoter is not responsible for such tax implications and prize winners should seek independent financial advice where necessary.
22. All ancillary costs and expenses (including transfers, transport accommodation, insurance, food, beverages, entertainment and spending money) in taking such prizes are the responsibility of the prize winner (unless expressly stated).
23. By accepting their Prize, each prize winner acknowledges and consents 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 prize winner's image, voice, name and other details, without restriction and without further reward or recourse to the prize winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
24. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
25. 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 Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information



# **Terms & Conditions**

## **2019 Furphy Deck Promotion**

requested is not provided, the entrant may not be eligible to participate in 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.flemington.com.au/privacy-policy/>. Where applicable, if the entrant has “opt-ed in”, the entrant agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes, including the sending of electronic messages. Entrants may access the information that the Promoter holds about them, request to “opt-out” of any future communications or make a complaint about a breach of the Australian Privacy Principles or a registered privacy code that binds the Promoter by contacting the Promoter’s Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031 or by emailing [privacy@vrc.net.au](mailto:privacy@vrc.net.au).

26. The Promoter will not send, allow to be sent, or assist in the sending of one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act, use or distribute any software designed to harvest email addresses or otherwise breach the Spam Act or the Spam Regulations 2004 (Cth).
27. 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.
28. If for any reason this Promotion or the Event 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 and

no refund, cash, or alternative tickets will be substituted for failure for the Promotion or Event to run.

29. 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 negative encounter experienced by the prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by the third party to meet any of its obligations in Terms and Conditions of Entry or otherwise.
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 the Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
31. To the fullest extent permitted by law, the entrant releases and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the prizes) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the prizes).
32. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions of Entry.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
34. The Promoter's decision is final and no correspondence or communication will be entered into.



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