

**TERMS & CONDITIONS**

**Competition Schedule**

<b>Competition</b>	2019 Lexus Melbourne Cup Tour National Sweep	
<b>Background</b>	<p>The Victoria Racing Club (<b>VRC</b>) organises and holds the Lexus Melbourne Cup Tour. Now in its 17<sup>th</sup> year, The Lexus Melbourne Cup Tour sees the 18-carat gold Lexus Melbourne Cup trophy visit various destinations in an effort to unite communities by engaging councils, schools, hospitals, aged-care homes and racing groups in events to raise funds for local causes.</p> <p>Each year, the public are invited to submit an application for their town to be part of the Lexus Melbourne Cup Tour. For the 2019 Lexus Melbourne Cup Tour, the successful towns have been selected and the successful applicants (<b>Successful Tenderers</b>) have been notified. This year, 39 destinations have been selected to be visited as part of the 2019 Lexus Melbourne Cup Tour (<b>Tour Destinations</b>).</p>	
<b>Selection of Participants</b>	<p><b>Selection of towns for the Competition</b></p> <p>Of the Tour Destinations, 24 rural and regional Australian destinations will be selected at the discretion of the VRC to participate in the National Sweep (<b>Participants</b>).</p> <p>VRC will advise the successful Participants, through each of their Successful Tenderers, that they have been selected to participate in the 2019 National Sweep Competition on or before 11 June 2019.</p> <p>Overseas Tour Destinations and capital cities in Australia will not be eligible to participate in the Competition.</p> <p>The VRC holds the right to include in, or exclude from, the Competition any rural or regional Australian town which is a Tour Destination in order to make up the field of 24, which will correlate with the number of runners in the Lexus Melbourne Cup race.</p> <p><b>Nomination of Charity</b></p> <p>Each Participant must nominate a charity registered with the Australian Charities and Not-for-Profits Commission to which the Award will be donated if they win. This can be a charity of the Participant's choosing and we encourage the selection of local charities that have a direct impact on the Participant's community or deliver a benefit to the Participant's community.</p> <p>Each Participant must notify VRC in writing by 1 September 2019 of the details of its nominated charity.</p> <p>If there is no nominated charity, the selected charity will default to the VRC's chosen charity, being Very Special Kids, which is aligned with the Melbourne Cup Carnival Pin &amp; Win Competition.</p>	
<b>Participants</b>	<p><b>New South Wales (5)</b></p> <p>Aberdeen/Scone Deniliquin Grafton Wakool Yeoval</p>	<p><b>Northern Territory (1)</b></p> <p>Alice Springs</p> <p><b>South Australia (2)</b></p> <p>Ceduna Streaky Bay</p>

	<p><b>Victoria (9)</b>  Ballarat  Brim  Bunyip  Cobram  Euroa  Koondrook  Phillip Island  St. Arnaud  Tallaroak</p>	<p><b>Queensland (7)</b>  Ayr  Blackall-Tambo  Bowen  Georgetown  Longreach  Rockhampton  Townsville</p>
<p><b>Selection of Representatives</b></p>	<p>Each of the 24 Participants, via their Successful Tenderer (if applicable), will appoint a representative for the Competition (<b>Representative</b>). Each Successful Tenderer must notify VRC in writing by 1 September 2019 of the details of their Participants' Representative. Any changes to the Representative after this date will be subject to VRC's approval in its absolute discretion.</p> <p>Each Representative must be an Australian resident and over the age of 18. For the avoidance of doubt, the Successful Tenderer may also be the Representative.</p> <p>If no Representative is nominated by a Successful Tenderer (or if a Tour Destination did not have a Successful Tenderer), VRC may nominate a Representative on their behalf.</p> <p>VRC is not obliged to enter into any correspondence in respect of any aspect of this Competition with anyone associated with a Participant, and will only communicate directly with the Representative of each Participant.</p> <p>The Representatives of each contestant will be invited to enjoy a four (4) day trip of a lifetime for two (2) to Melbourne, Australia to participate in the 2019 National Sweep, valued at approximately AUD\$7,000, provided by the VRC, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) return economy flights for two from an Australian airport of the Representative's choice to Melbourne (departing Friday, 1 November 2019 and returning on Wednesday, 6 November 2019), valued at up to AUD\$1,000.00 per person (note: travel and any transfers to/from the airport of origin is NOT included);</li> <li>b) transfers to and from Melbourne Airport and the Melbourne Cup Parade;</li> <li>c) 5 nights' accommodation staying at either Quest Flemington or Quest Flemington Central (at VRC's election) during the 2019 Melbourne Cup Carnival;</li> <li>d) Two (2) General Admission tickets to Flemington Racecourse, including hospitality, on Victoria AAMI Derby Day and Lexus Melbourne Cup Day; and</li> <li>e) an invitation to attend the 2019 Lexus Melbourne Cup Barrier Draw at Flemington Racecourse on Saturday, 2 November 2019 (<b>Official Barrier Draw</b>) to watch it all unfold and find out which horse will represent their town.</li> </ul> <p>For the avoidance of doubt, in connection with the activities listed above, the following will be at the Representative's cost:</p> <ul style="list-style-type: none"> <li>a) any travel insurance;</li> <li>b) transfers to and from the airport of the Representative's choice;</li> <li>c) any other ancillary costs including without limitation meals, taxes (excluding airline and airport taxes), items of a personal nature and in-room charges that are not set out above.</li> </ul>	

<p><b>Allocation of barriers/horses</b></p>	<p>Each Participant will be allocated a barrier for the 2019 Lexus Melbourne Cup.</p> <p>Barriers will be drawn at random, under the supervision of the VRC, throughout the Lexus Melbourne Cup Tour during the Tour's stop at each Participant's destination.</p> <p>Barrier draws and allocations may be broadcast prior to the race via Network Ten.</p> <p>On Saturday, 2 November 2019, after each Participant has been allocated a barrier number, the final field for the 2019 Lexus Melbourne Cup will be determined and the Official Barrier Draw will take place.</p> <p>Each Participant will be allocated the horse that draws the same barrier number as that Participant. For example, if during the Lexus Melbourne Cup Tour a Participant draws barrier number 4, they will be allocated the horse that draws barrier number 4 at the Official Barrier Draw on Saturday, 2 November 2019.</p> <p>Once the Official Barrier Draw has concluded, each Participant will have been allocated a horse for the 2019 Lexus Melbourne Cup.</p> <p>These will be the final horse allocations for the Competition. If a horse is scratched from the 2019 Lexus Melbourne Cup and that results in the horses changing barrier numbers between the Official Barrier Draw and the 2019 Lexus Melbourne Cup, each Participant will remain with the horse allocated to them at the Official Barrier Draw.</p> <p>If a Participant's horse is scratched between the Official Barrier Draw and the 2019 Lexus Melbourne Cup, that Participant will not be allocated a substitute horse and will not be eligible to win the Competition.</p>
<p><b>How to Win</b></p>	<p>The winner of the Competition will be the Participant who, at the Official Barrier Draw, was allocated the horse that wins the 2019 Lexus Melbourne Cup (<b>Winning Participant</b>).</p> <p>In the case of a dead heat or multiple winners, the Award will be split equally between the nominated charities of the winning Participants.</p>
<p><b>Award</b></p>	<p>\$50,000 donation by VRC to the winning Participant's nominated charity.</p>
<p><b>Notification of Winners</b></p>	<p>The Winning Participant will be notified following the running of the 2019 Lexus Melbourne Cup, which is scheduled to take place on Tuesday, 5 November 2019.</p> <p>The Award will be distributed to the Winning Participant's nominated charity within 28 days of the draw.</p> <p>If the 2019 Lexus Melbourne Cup is cancelled for any reason, the Award will not be awarded.</p>

**General Conditions**

1. These General Conditions and the Competition Schedule provide information on the Competition and how to participate and together form the Terms and Conditions of Entry ("**Terms and Conditions**").
2. To the extent of any inconsistency between the General Conditions and the Competition Schedule, the terms of the Competition Schedule will prevail.
3. Each Representative is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation, on behalf of their respective Participant. Participation in this Competition by a Participant and Representative is deemed acceptance of these Terms and Conditions by that Participant and Representative. The VRC's decision not to enforce a specific restriction (whether communicated to a Participant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. The VRC's decision in relation to any aspect of these Terms and Conditions and the Competition is final and binding on every person who participates. No correspondence will be entered into.

5. Any values stated in these Terms and Conditions are in AUD/RRP/including GST, unless stated otherwise. The VRC is not responsible for any change in value. You agree that if the Award or any commitment set out above (or element of any commitment set out above) is unavailable for any reason the VRC may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
6. All Representatives acknowledge that the VRC can rely on these Terms and Conditions at any time
7. Representatives are responsible for ensuring their correct personal details are provided and any updated details are notified to the VRC. The VRC accepts no responsibility should a Representative fail to receive their benefit because of a failure to notify the VRC of correct details or of a change to their details, or for providing invalid information.
8. The VRC may, in its sole discretion, declare any entry or Participant invalid if the Participant or their Representative:
  - (a) disrupts, abuses, threatens, harasses or attempts to do any of these things to the VRC, another Participant or Representative or potential Participant or Representative of, or anyone else associated with, this Competition;
  - (b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process;
  - (c) engages in conduct in relation to this Competition which is misleading, deceptive, fraudulent or damaging to the VRC's goodwill or reputation;
  - (d) breaches any law; or
  - (e) behaves in a way that is otherwise inappropriate.
9. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the VRC, the VRC reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Competition, as appropriate, subject to any directions from any relevant authority.
10. If for any reason this Competition or the 2019 Lexus Melbourne Cup is not capable of running as planned, the VRC may in its sole discretion cancel, terminate, modify or suspend the Competition.
11. VRC has sole and absolute discretion to determine the Participants and its selection criteria of any Participants.
12. The VRC will not be liable for the Award being lost, stolen, damaged or tampered with in any way before it reaches a Participant or their nominated charity after it has been released to a Participant or their nominated charity.
13. Unless expressly stated otherwise within these Terms and Conditions, all other expenses associated with the Award become the responsibility of the Winning Participant.
14. Unless expressly stated otherwise within these Terms and Conditions, all other expenses associated with a Representative's involvement in the Competition become the responsibility of that Representative.
15. Redemption of travel, accommodation and experiences associated with this Competition are subject to availability at the time of booking and any additional ticketing requirements are at the expense of the Representative.
16. If it is specified that travel, accommodation or experiences associated with this Competition must be taken on a specific date or during a specific time frame and the Participant is unavailable or unable to partake during such periods, such travel, accommodation or experiences will be forfeited in full and no substitute or compensation will be offered.
17. Awards, and any benefits of participation in the Competition, must be taken as offered and may not be varied. Awards or benefits are not transferable, exchangeable or redeemable for cash.

18. Unless otherwise specified, the Award will be delivered to the address and/or bank account provided by the nominated charity of the Winning Participant at the time of entry, or as otherwise notified to the VRC in writing.
19. To the fullest extent permitted by law, each Participant and Representative releases and will release the VRC from all claims that the Participant or Representative may have or may have had but for this release arising from or in connection with the Participant or Representative's participation in the Competition (including the Award) and will indemnify and will keep indemnified the VRC in respect of any loss, damage or claim by any person arising as a result of or in connection with the Participant or Representative's participation in the Competition (including the Award).
20. The VRC may communicate or advertise this Competition via Facebook or Instagram. However, the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Participants are providing their information to the VRC and not to Facebook or Instagram. Each Participant completely releases Facebook and Instagram from any and all liability.
21. The VRC, its related entities and all agencies associated with the Competition, as well as all employees, agents, directors and contractors, of all entities referred to in this clause, will not be liable for any claim, loss or entry, action, demand, liability, damage, cost, expense, death or personal injury whatsoever (including but not limited to any direct, indirect, special or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Competition (including the acceptance or use of the Award), except to the extent that such liability cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
22. The VRC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft or destruction or unauthorized access to, or alteration of entries. The VRC is not responsible for any problems or technical malfunction of any telephone network or lines, mobile communications network, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the VRC on account of technical problems or traffic congestion on the internet or at any Internet site, or any combination thereof, including any injury or damage to a participant's or any other person's computer related to or resulting from participation or downloading any materials in this Competition. The VRC reserves the right to take any action that may be available.
23. The VRC accepts no responsibility for any tax liabilities or other implications that may arise from involvement in this Competition, including the Award. Independent financial advice should be sought by the Participants.
24. By accepting the Award, the Winning Participant and their Representative acknowledge and consent to participating in promotional activities relating to the Award which may include promotional photograph shoots and media interviews. The VRC may use all photographs and recorded interviews, including the Winning Participant or Representative's image, voice, name and other details, without restriction and without further reward or recourse to the Winning Participant or their Representative, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
25. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the VRC reserves the right to refer the matter to law enforcement authorities, to seek damages or such other civil remedies as the VRC may determine from time to time to the fullest extent permitted by law and/or remove any Participant/Representative from this Competition.

## **PERSONAL INFORMATION**

26. Immediately upon submission by a Successful Tenderer or Representative, their entry becomes the sole property of the VRC.
27. All information that Representatives provide ("**Personal Information**") will be used by the VRC for the purposes of administering this Competition, awarding the Award, for promotional or marketing communications and may be provided to the VRC's partners.

28. Should a Representative's contact details change during the Competition Period, it is the Representative's responsibility to notify the VRC using the Contact Us form accessible from the online entry form.
29. The VRC may disclose Representatives' Personal Information to its partners, contractors and agents to assist in conducting this Competition and as required, to regulatory authorities. Without limiting the VRC's rights and obligations under applicable privacy legislation, the VRC may disclose personal information collected in relation to the Competition for the purposes of assisting in any stewards' inquiry or other lawful investigation to which the Representative's participation (or attempted participation) in the Competition or the Representative's presence at Flemington Racecourse may be relevant.
30. Representatives may view VRC's privacy policy at <https://www.flemington.com.au/privacy-policy>. This privacy policy details how Personal Information will be handled and how a privacy complaint can be made.
31. The VRC is bound by all applicable privacy laws.