



## TERMS & CONDITIONS

### Promotion Schedule

|               |                               |   |
|---------------|-------------------------------|---|
| <b>Item 1</b> | <b>Promotion</b>              | Victoria Racing Club 2021 Pin & Win Promotion   |
| <b>Item 2</b> | <b>Promoter</b>               | Victoria Racing Club Limited (ABN 32 119 214 078) of 448 Epsom Road, Flemington VIC 3031 ( <b>Promoter</b> ).   |
| <b>Item 3</b> | <b>Promotion Period</b>       | 9am AEST on 8/09/2021 to 5pm AEDT on 06/11/2021.  |
| <b>Item 4</b> | <b>Eligible Entrants</b>      | <p>The Promotion is only open to individuals who are:</p> <ol style="list-style-type: none"> <li>a) Australian residents, excluding residents of Western Australia (for the avoidance of doubt, the Promotion is not being conducted in WA and residents of WA are not eligible to enter);</li> <li>b) aged 18 years or older;</li> <li>c) <b>not</b> employees of the Promoter, its associated companies/subsidiaries or agencies associated with this Promotion; and</li> <li>d) <b>not</b> immediate family or members of the same household of persons referred to in paragraph c) above.</li> </ol> <p>“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>“Immediate family” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p> <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.</p> |
| <b>Item 5</b> | <b>Participating Products</b> | <ul style="list-style-type: none"> <li>• Lexus Melbourne Cup Pin (RRP \$5); or</li> <li>• Horseshoe Pin (RRP \$10),</li> </ul> <p>(each a “Pin”).</p> <p>Each Pin will have a backing card that will feature a unique code (“<b>Unique Code</b>”).</p> <p>Please note: the magnet on the Horseshoe Pins may be harmful to pacemaker wearers.</p>  |
| <b>Item 6</b> | <b>Number of Entries</b>      | <p>A Lexus Melbourne Cup Pin will provide one (1) entry into the draw.</p> <p>A Horseshoe Pin will provide two (2) entries into the draw.</p> <p>The number of entries will be linked to the Unique Code and will be automatically registered when an entrant submits the online entry form.</p>  |
| <b>Item 7</b> | <b>How to Enter</b>           | <p>To enter, an Eligible Entrant must, during the Promotion Period:</p> <ol style="list-style-type: none"> <li>(a) purchase a Pin from a nominated Pin &amp; Win seller at Flemington Racecourse or from an authorised retail partner,</li> </ol> <p style="text-align: center;"><b>OR</b></p> <ol style="list-style-type: none"> <li>(b) redeem a Pin purchase made via Ticketek by presenting a Ticketek voucher to a nominated Pin &amp; Win seller at Flemington Racecourse or to an authorised retail partner; and</li> <li>(c) visit <a href="http://melbourncup.com.au/pinandwin">melbourncup.com.au/pinandwin</a> (“<b>Promotion Site</b>”) using a compatible browser, follow the links to the online entry form and fully complete and submit the online entry form, providing all requested details, including but not limited to:             <ol style="list-style-type: none"> <li>i. any requested personal information (such as first name, last name, residential address, email address, phone number and</li> </ol> </li> </ol>  |



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|                |  | <p>date of birth);</p> <p>ii. the Unique Code featured on their Pin's backing card; and</p> <p>iii. confirming their acceptance of these Terms and Conditions and the Promoter's Privacy Policy.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>  |
| <b>Item 8</b>  | <b>Entry Limits</b>                                  | <p>Multiple entries permitted, subject to the following: (a) each Eligible Entrant may submit a maximum of five (5) online entries into the Promotion per day (regardless of whether the Pin/Unique Code provides 1 or 2 entries into the draw); (b) each entry must relate to a separate Pin/Unique Code; (c) the same Unique Code cannot be used more than once; (d) unrecognised Unique Codes will be deemed invalid; and (e) each entry must be submitted separately in accordance with these Terms and Conditions.</p>  |
| <b>Item 9</b>  | <b>Required Proof of Purchase &amp; Verification</b> | <p>Entrants must retain their Pin corresponding to each entry they submit in the Promotion and must produce the Pin within the time requested by the Promoter in its absolute discretion.</p> <p>If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter in its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and claim a prize (if won) and compliance with these Terms and Conditions.</p> <p>Failure to provide any of these to the Promoter upon request may result in all of a winner's entries being deemed invalid. The Promoter recommends that the winner send their Pins via registered post to ensure validation; however, this manner of delivery is not a condition of claiming a prize.</p> <p>A prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. Prizes will be awarded within 28 business days of verification.</p> <p>It is the responsibility of the entrant to provide the required information.</p> |
| <b>Item 10</b> | <b>Prize Draw</b>                                    | <p>A random electronic prize draw will be conducted at Anisimoff Legal, Suite 5 210 Central Coast Highway Erina NSW 2250 at 10am AEDT on 08/11/2021 in the presence of an independent scrutineer.</p> <p>The Promoter may draw reserve entries in the draw and record them in order to use in the instance an invalid entry or ineligible entrant is drawn ("<b>Reserve Entries</b>").</p>   |
| <b>Item 11</b> | <b>Major Prize</b>                                   | <p>The first valid entry drawn randomly from the entries received during the Promotion Period will win a 2021 Lexus UX 250h AWD F Sport + Enhancement Pack 1 (Moon Roof), Automatic, Hybrid, valued at \$75,525 (incl. on-road costs based on the State of Victoria). This includes 12 months registration, 12 months compulsory third-party insurance, dealer delivery, stamp duty and Luxury Car Tax. Please note actual RRP may differ depending on your location and personal circumstances.</p> <p>The following important conditions apply:</p> <ul style="list-style-type: none"> <li>• Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.</li> <li>• The winner will not choose the colour of the Major Prize. The colour of the Major Prize to be awarded is White Nova.</li> </ul>  |



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|                |                     | <ul style="list-style-type: none"> <li>• To the fullest extent permitted by law, the Promoter takes no responsibility for any mechanical, body or paint repairs from the date and time of collection of the vehicle.</li> <li>• The prize winner must have a current provisional or full Australian driver's licence in order to register the vehicle or in the event that the winner, through any legal incapacity or otherwise, is incapable of obtaining motor vehicle registration of the vehicle in his or her name in accordance with the applicable legislation in the State or Territory in which the vehicle is collected, the Promoter may allow the winner to assign the vehicle to another person with legal capacity for the purpose of registration.</li> <li>• It is a condition of entry that the winner provides the Promoter with certified copies of all documentation required by the Promoter before the vehicle is handed over to the winner.</li> <li>• The dealership will be in the winner's nearest Australian State or Territory capital city and the winner will be responsible for any expenses incurred in travel to and from an authorised Lexus dealership to collect the prize.</li> <li>• Lexus and its dealers will not provide a substitute model on request or exchange the vehicle for cash.</li> <li>• Any number plate details used in the Promotion are representational only.</li> </ul>   |
| <b>Item 12</b> | <b>Second Prize</b> | <p>The second valid entry drawn randomly from the entries received during the Promotion Period will win a curated watch &amp; jewelry collection from Kennedy valued at \$44,800 (inc GST) comprising of:</p> <ul style="list-style-type: none"> <li>• IWC Schaffhausen Portofino Automatic watch valued at \$18,600;</li> <li>• GRAFF Butterfly Ring valued at \$11,900; and</li> <li>• Cartier Santos De Cartier watch valued at \$14,300.</li> </ul>  |
| <b>Item 13</b> | <b>Third Prize</b>  | <p>The third valid entry drawn randomly from the entries received during the Promotion Period will win 3 nights' accommodation in two (2) luxurious Prestige Suites at Melbourne Hotel for the Arts, Sofitel Melbourne On Collins (on dates to be determined).</p> <p>Each Prestige Suite is for two (2) guests only, including Sofitel Club Lounge benefits, valued at \$7,200. For clarity, the Third Prize is for the winner and three (3) companions.</p> <p>The following important conditions apply:</p> <ul style="list-style-type: none"> <li>• Package is valid for 12 months from 6/11/2021.</li> <li>• All bookings must be made at least thirty (30) days prior to stay.</li> <li>• Accommodation type and restaurant reservations are subject to availability at all times. Black-out periods apply, including but not limited to gazetted school holiday periods.</li> <li>• All other costs, including (without limitation) all travel and transfers, additional spending money, meals (other than those specified above), taxes, insurances, passports, visas and incidental accommodation costs (including mini-bar, room service, phone, internet etc.) are the responsibility of the prize winner.</li> <li>• For the avoidance of doubt, all guests must make their own way to and from the accommodation in Melbourne at their own expense to participate in the prize.</li> <li>• All components of the prize must be taken together by the prize winner and guests or otherwise are deemed forfeited.</li> <li>• The prize must be taken as offered, no correspondence will be entered into.</li> </ul> |



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|                |  | <ul style="list-style-type: none"> <li>Once prize bookings have been arranged by the Promoter, any changes to prize bookings arrangements will be at the expense of the prize winner.</li> <li>The winner may be required to present their credit card at the time of accommodation check in.</li> <li>Prize is subject to the standard terms and conditions of the prize and service providers.</li> </ul>   |
| <b>Item 14</b> | <b>Fourth Prize</b>                              | The fourth valid entry drawn randomly from the entries received during the Promotion Period will win a TCL 75" 8K Mini LED Google TV valued at \$5999 (inc. GST).   |
| <b>Item 15</b> | <b>Prize Pool</b>                                | The total prize pool is \$133,524.  |
| <b>Item 16</b> | <b>Notification of Winners</b>                   | Winners will be notified by phone and in writing within two (2) business days of the draw.<br>Winners will have their name and state/territory of residence published on the Promotion Site on 08/11/2021 for a period of twenty-eight (28) days.<br>Prizes will be awarded to winners within twenty-eight (28) days of the draw.   |
| <b>Item 17</b> | <b>Re-Draw (If Any)</b>                          | <b>Major Prize, Second, Third and Fourth Prize Claim Date:</b> 12pm AEDT on 9/02/2022.<br><b>All prizes re-draw:</b> 12.30pm AEDT on 9/02/2022 at the same location as the original draw.<br>If a prize has not been accepted or claimed by the relevant prize claim date above or if, after making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) by the relevant prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s by way of a Re-Draw at the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants.<br>In the event a prize winner cannot be found, this information will be published on the Promotion Site on 14/02/2022. |
| <b>Item 18</b> | <b>Notification of Re-Draw Winner/s (If Any)</b> | Re-Draw winner/s (if any) will be notified by phone and in writing within two (2) business days of the Re-Draw.<br>Any Re-Draw winners will have their name and state/territory of residence published on the Promotion Site on 11/02/2022 for a period of twenty-eight (28) days.  |
| <b>Item 19</b> | <b>Prize Limit</b>                               | Eligible Entrants can win a limit of one (1) prize per person in the Promotion, excluding residents of South Australia.   |
| <b>Item 20</b> | <b>Permit/Authority Numbers</b>                  | NSW Permit No. TP/00136<br>ACT Permit No. TP21/01107<br>SA Permit No. T21/1008  |

### **General Conditions**

- These General Conditions and the Promotion Schedule provide information on prizes and how to participate and together form the Terms and Conditions of Entry ("**Terms and Conditions**"). Information on how to enter and the prizes form part of these Terms and Conditions.
- To the extent of any inconsistency between the General Conditions and the Promotion Schedule, the terms of the Promotion Schedule will prevail. Capitalised terms not otherwise defined in these General Conditions have the same meaning as in the Promotion Schedule. A reference to an Item in these General Conditions means the corresponding item in the Promotion Schedule.



3. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these, and agreement to be bound by, Terms and Conditions.
4. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) or enforce any of its rights at any stage does not constitute a waiver of that restriction or right or of these Terms and Conditions generally.
5. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No related correspondence will be entered into.
6. If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
7. Any values stated in these Terms and Conditions are in AUD, include Australian GST where applicable, and are based on recommended retail value of prizes, unless stated otherwise. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by, or written directions from, the state/territory gaming authorities.
8. Entry is open to Eligible Entrants as set out in 'Eligible Entrants' above.
9. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses), or who otherwise do not comply with these Terms and Conditions, will be disqualified.
10. The Promoter reserves the right, at any time, in its sole discretion, to:
  - (a) verify the validity of entries and entrants (including but not limited to an entrant's identity, age and place of residence); and/or
  - (b) disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or
  - (c) disqualify at any time any entry that, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory.
11. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Payment of the prize value to the Promoter may be required by the Promoter if this occurs.
12. Entries will be deemed to be accepted once Eligible Entrants have completed the steps set out in Item 7. Incomplete, indecipherable or incorrect entries will be deemed invalid. Entrants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an entrant fail to receive their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.



14. The Promoter prohibits entries that violate the rights of others, include objectionable content or are unlawful or potentially insulting, inflammatory, defamatory or obscene.
15. Entry to the Promotion in accordance with Item 7(c) will be free of charge and the winner of a prize will not be charged a delivery or administrative fee. For the avoidance of doubt, the price of a Pin as set out in 'Participating Products' applies.
16. Any ticketed method of draw will allow each ticket in the draw a random and equal chance of being drawn.
17. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant. No responsibility is accepted for lost, late or misdirected entries.
18. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
19. Any costs associated with accessing the Promotion Site are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically submit entries in the Promotion repeatedly is prohibited and will render all entries submitted using such means invalid.
20. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
  - (d) disrupts, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
  - (e) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process;
  - (f) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation;
  - (g) breaches any law; or
  - (h) behaves in a way that is otherwise inappropriate.
21. Subject to the approval of the relevant trade promotion regulators (if required), if this Promotion 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 Promoter, including but not limited to infection by computer virus, bugs, tampering, technical difficulties, unauthorised intervention or fraud, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion or for any reason related to the COVID-19 pandemic, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to (as appropriate): (a) disqualify the entrant who tampers with the process; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant regulatory authority.
22. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
23. Only one (1) prize can be won by any single entrant except as provided in 'Prize Limit' above. If more than one (1) person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
24. The Promoter will not be liable for a prize being lost, stolen, damaged or tampered with in any way before it reaches an entrant or after it has been released to an entrant.



25. Unless expressly stated otherwise within these Terms and Conditions, all other expenses associated with a prize become the responsibility of the respective winner.
26. The Promoter accepts no responsibility for any variation in the value of any part of the prizes. To the extent permitted by law:
  - a. the Promoter makes no representations or warranties as to the suitability of the prizes; and
  - b. no compensation will be payable if, for any reason, a winner is unable to use the prizes as stated.
27. The Promoter reserves the right to conduct a redraw, in its absolute discretion, in the event an entrant has not claimed a prize by the date prescribed in Item 17. The Promoter will conduct the unclaimed prize draws in accordance with Item 17, and the winner(s) of that draw will be notified, and their details disclosed in accordance with Item 18.
28. The Promoter may substitute the winner of a prize if that person is not readily identifiable and reasonable efforts have been made by the Promoter to identify the winner
29. If for any reason whatsoever, the winner does not take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing. Prizes are not transferable (except where otherwise stated in these Terms and Conditions), exchangeable or redeemable for cash or goods.
30. If a prize (or prize component) is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute another prize (or prize component) of equal or greater value for that prize (unless otherwise stated in these Terms and Conditions), subject to any directions from the relevant regulatory authorities.
31. Where relevant, the winner should look to the manufacturers of products awarded as prizes for all warranty claims.
32. The winners will be notified by phone and in writing within the timeframe prescribed in Item 16 using the contact details provided to the Promoter on entry into the Promotion. The winners' details will be published on the Promotion Site on the date set out in Item 16.
33. Unless otherwise specified, each prize will be delivered to the address provided by the relevant prize winner at the time of entry, or as otherwise notified to the Promoter in writing.
34. It is a condition of accepting a Prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.
35. To the fullest extent permitted by law, all entrants in the Promotion, including the prize winners, release and will release the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) from all claims loss, damage, liability, cost and expense that: (a) may be incurred or sustained by the Promoter or its officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of



any act, matter or thing done, permitted or omitted to be done by the entrant including the winner in relation to the Promotion or the Prize; (b) 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).

36. The Promoter may communicate or advertise this Promotion via Facebook or Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability.
37. As a condition of accepting a Prize, winners may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion including but not limited to a legal release and indemnity form.
38. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
39. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, representatives, servants, agents and sponsors (and any of their respective representatives) and any associated agencies or companies excludes all liability (including negligence), for any claim, personal injury, death, loss or damage (including loss of opportunity); cost or expense that may be suffered incurred or sustained by the entrant or the winner, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by an entrant; or (f) redemption and use by the winner of a prize.
40. The release and indemnity in clauses 39 and 41 (each a "**Relevant Commitment**") is given by each entrant (including the winners) in favour of the Promoter. It is acknowledged that:
  - a. the Relevant Commitment is given by each entrant and winners for the benefit of the Promoter with the intention that the Promoter is entitled to rely on and enforce the Relevant Commitment;
  - b. the benefit of the Relevant Commitment is held by the Promoter on its own behalf; and
  - c. the Promoter may enforce and recover under the Relevant Commitment.
41. The Promoter, its related entities and all agencies associated with the Promotion, as well as all employees, agents, directors and contractors, of all entities referred to in this clause, will not be liable for any loss or entry, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) regarding, or arising from, the Promotion or acceptance of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
42. The Promoter 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 Promoter 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 Promoter 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 Promotion. The Promoter reserves the right to take any action that may be available.

43. Winners accept a Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax liabilities or other implications that may arise from the prize winnings. Independent financial advice should be sought by winners.
44. 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. Entrants also acknowledge and agree that the Promoter may use all photographs and recorded interviews, including the prize winner's image, voice, name, likeness and other details, without restriction and without further reward, remuneration or recourse to the prize winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever for the purpose of promoting the Promotion including any outcome, and promoting any products, services or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prizes and any related use by the Promoter.
45. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

#### **PERSONAL INFORMATION**

46. Immediately upon submission by an entrant, their entry and the detail contained within becomes the sole property of the Promoter.
47. All information entrants provide ("**Personal Information**") will be collected and used by the Promoter for the purpose of administering this Promotion and awarding the prizes and may be provided to the Promoter's partners to enable delivery of relevant prizes and other parties assisting in the administration of the Promotion including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Promotion.
48. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter using the Contact Us form accessible from the online entry form.
49. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities. Without limiting the Promoter's rights and obligations under applicable privacy legislation, the Promoter may disclose personal information collected in relation to the Promotion for the purposes of assisting in any stewards' inquiry or other lawful investigation to which the entrant's participation (or attempted participation) in the Promotion or the entrant's presence at Flemington Racecourse may be relevant.
50. Entrants may elect to 'opt in' to hear from:
  - (a) the Promoter (Victoria Racing Club);
  - (b) Lexus;
  - (c) Kennedy Luxury Group; and/or
  - (d) Very Special Kids,

by placing a tick in the relevant 'opt in' box featured on the online entry form. If the entrant 'opts in' to hear from a party listed above, information provided by the entrant will be entered into a database



and may be used by that party, its related entities and agencies engaged by that party for future promotional, marketing and publicity purposes.

51. Entrants who elect to 'opt in' may request to update or correct their personal information held by the relevant party and/or may request that they not receive further promotional or marketing communications from the relevant party at any time via the appropriate contact method below:

- (a) Victoria Racing Club – via email to [privacy@vrc.net.au](mailto:privacy@vrc.net.au)
- (b) Lexus - via email to [enquiries@lexusenquiries.com.au](mailto:enquiries@lexusenquiries.com.au) or by phoning 1800 023 009
- (c) Kennedy Luxury Group - via email to [info@www.kennedy.com.au](mailto:info@www.kennedy.com.au)
- (d) Very Special Kids - [mail@vsk.org.au](mailto:mail@vsk.org.au) or by phoning (03) 9804 6222

Entrants may also elect to 'opt out' by using the 'opt out' function on any marketing materials received.

52. Entrants may view the privacy policies of the parties listed in clause 50 by accessing the below websites:

- (a) Victoria Racing Club Limited - <https://www.flemington.com.au/privacy-policy>
- (b) Lexus - <https://www.lexus.com.au/smallprint/privacy>
- (c) Kennedy Luxury Group- <https://www.kennedy.com.au/privacy-policy>
- (d) Very Special Kids - <https://www.vsk.org.au/important-info/privacy-policy>

Each privacy policy details how Personal Information will be handled and how a privacy complaint can be made.

53. The Promoter is bound by all applicable privacy laws.