



# Promotion Terms & Conditions

## 2019 Lexus Melbourne Cup Parade Survey Promotion

### Promotion Schedule:

<b>A. Event:</b>	2019 Lexus Melbourne Cup Parade, Monday 4 November 2019
<b>B. Eligible Entrants</b>	Entrants aged 18 years and over who are in attendance at the Event and have consented to receiving an online survey in relation to that Event.
<b>C. Promotion Period</b>	<b>Entries Open:</b> 9:00am (AEST), Tuesday 5 November 2019 <b>Entries Close:</b> 11:59pm (AEST), Tuesday 12 November 2019
<b>D. How to Enter:</b>	<p>During the Promotion Period, Eligible Entrants must fully complete and submit the survey that will be sent via email on behalf of the Promoter (from the email address <a href="mailto:info@customerdirect.com.au">info@customerdirect.com.au</a>) to the email address provided by the Eligible Entrant (either on-course at the Event or through their Member Privacy Preferences).</p> <p>Unless Eligible Entrants opt-out of the Promotion when prompted, all Eligible Entrants who complete the survey during the Promotion Period will automatically be entered into the Promotion.</p>
<b>E. Draw Details:</b>	<p>The prize draw will take place at IER, 27A Stubbs Street, Kensington, Victoria, Australia 3031, at approximately 12 noon (AEST) on Tuesday 19 November 2019.</p> <p>The first valid entry drawn at random from all entries received will win the Prize.</p>
<b>F. Prize:</b>	<p><b>Prize:</b> 1 x \$500 Mastercard pre-paid card</p> <p><b>Total value of Prize - \$500.00 (inc GST)</b></p> <ul style="list-style-type: none"><li>The Prize will expire at the date shown on the front of the Mastercard pre-paid card.</li></ul>
<b>G. Redraw (if unclaimed):</b>	The redraw will be conducted in the same manner as set out in Item E above and will be drawn at 12 noon (AEST) on 17 December 2019 at IER, 27A Stubbs Street, Kensington, Victoria, Australia 3031



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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. Only one entry is permitted per person.
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 fully completing the survey and it is not the responsibility of the Promoter or any third party to ensure that the entrant is entered into the Promotion.
8. Each winning entrant (“prize winner”) will be drawn on the date set out under Item E and the Promoter will notify the prize winner via phone and in writing, and their details published on the [flemington.com.au](http://flemington.com.au) website for a period of 28 days from the date of the draw. If the winning entrant is not able to be contacted, does not claim the Prize within 28 days of the prize draw or is ineligible to claim the Prize pursuant to clause 4, the Promoter at its discretion, will redraw the Prize in accordance with and on the date set out in Item G (where applicable), and award the unclaimed prize to the next eligible entrant (the “alternate winner”). If an alternate winner is drawn and that alternate winner is not able to be contacted, or does not claim the Prize within 7 days of the redraw, the Promoter, in its sole discretion, will forfeit the Prize and no substitute will be offered.
9. Winners of the drawn prize(s) are determined by chance. Skill plays no part in determining the winner.
10. If the prize is not available for collection at the Event, the prize will be delivered to or collected by the prize winner by the date agreed between the prize winner and the Promoter.
11. 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.
12. The Promoter reserves the right to refuse to allow a prize winner to take part in or accept 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).
13. Once a 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.



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14. 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 Terms and Conditions of Entry.
15. 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 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.
16. 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.
17. 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.
18. 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).
19. Where the prize is a pre-paid Mastercard (**Mastercard**), that card is treated like cash. Lost or stolen Mastercards will not be replaced or refunded by the Promoter. Mastercards expire on the date shown on the front of the Mastercard. Any unused amount after the expiry date of the Mastercard will not be refunded or credited by the Promoter. For full terms of use and full details concerning applicable exclusions, visit [www.mastercard.us/en-us.html](http://www.mastercard.us/en-us.html).
20. 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.
21. 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.
22. The Promoter collects personal information from entrants in order to facilitate the survey and 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 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, unless the entrant has "opt-ed out", 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



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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).

23. 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).
24. 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.
25. 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.
26. 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.
27. 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 a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
28. 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).
29. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions of Entry.
30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
31. The Promoter's decision is final and no correspondence or communication will be entered into.