

**Thoroughbred Racing S.A. Limited**

**FASHION AT THE RACES**

**2017 – 2018 TERMS AND CONDITIONS**

1. Information on how to enter and prizes forms part of these terms and conditions of entry (**Terms and Conditions**). Entry into the Fashion at the Races Competition (**Competition**) is deemed acceptance of these Terms and Conditions.
2. The promoter of the Competition is Thoroughbred Racing S.A. Limited (ABN 25 094 475 939) of GPO Box 2646, Adelaide SA 5001 (**TRSA**).
3. Subject to clauses 4 and 5, entry is open to all individuals who are at least 18 years of age on the day of their entry into the Competition.
4. The following are ineligible to enter the Competition:
  - 4.1 employees, board members and committee members of TRSA;
  - 4.2 employees, board members and committee members of any of the 25 South Australian thoroughbred racing clubs;
  - 4.3 hosts and judges of the Competition;
  - 4.4 sponsors of the Competition and suppliers of prizes for the Competition;
  - 4.5 contributors to the Competition blog;
  - 4.6 any immediate family member of a person listed in clauses 4.1 to 4.5 (inclusive); and
  - 4.7 the winner of the 2016-2017 Fashion at the Races Competition.
5. An individual may enter the Competition once at each Qualifying Event (as defined in clause 10.1), provided that the individual has not been awarded the title of:
  - 5.1 Women's Racewear Winner;
  - 5.2 Men's Racewear Winner,at any previous Qualifying Event (as detailed in clause 10.2).
6. TRSA reserves the right to verify the eligibility and validity of entries to the Competition. TRSA may in its absolute discretion determine that an entry is invalid and disqualify any entrant for reasons including:
  - 6.1 tampering with the entry process or for submitting an entry which does not comply with these Terms and Conditions;
  - 6.2 if the entrant is engaged in any unlawful conduct or other conduct which is improper, offensive, disparages TRSA or any of its related entities or which is designed to jeopardise the fair and proper conduct of the Competition.

Any determination by TRSA as to eligibility and validity of entries is final and no correspondence will be entered into.

7. The Competition is a game of skill. Chance plays no part in determining the winners.
8. The Competition is open for entrants at any race day at which a Qualifying Event is held commencing at the 2017 Balaklava Cup race meeting to be held on Wednesday 13 September 2017 and ending at the 2018 Quorn Cup race meeting to be held in September 2018 (**Entry Period**). As at the date of printing these Terms and Conditions the date of the 2018 Quorn Cup has not been determined. Details will subsequently be made available at [www.theracessa.com.au](http://www.theracessa.com.au).
9. The Competition ends on the date on which the winners of the Competition final are announced in accordance with clause 25, which shall be no later than 12 September 2018.
10. The Competition shall operate as follows:
  - 10.1 South Australian thoroughbred racing clubs will host Competition qualifying events during the Entry Period at one or more race meets operated by those clubs which actually occurs, which as at the time of printing these Terms and Conditions, shall include qualifying events held at each of the following race meets:
    - (a) **TAB Events**

Balaklava Cup; Mindarie-Halidon Cup; Murray Bridge Gold Cup; Gawler Cup; Melbourne Cup Day at the South Australian Jockey Club; Bordertown Cup; Ceduna Cup; Strathalbyn Cup; Naracoorte Cup; Kangaroo Island Cup; Port Lincoln Cup; Kimba Cup; Oakbank Easter Saturday; Clare Easter Races; Penola Cup; Millicent Cup; Mount Gambier Gold Cup; Port Augusta Cup; Oaks Day at the South Australian Jockey Club;
    - (b) **Non-TAB Events**

Roxby Downs Outback Cup; Jamestown Cup; Lock Cup; Penong Cup; Streaky Bay Cup; Hawker Cup; and Quorn Cup,in each case subject to the cancellation of any race meet (each a **Qualifying Event**).

See [www.theracessa.com.au](http://www.theracessa.com.au) for more details on the dates and locations of each stage of the Competition.
- 10.2 At each Qualifying Event, one entrant will be awarded each of the following titles:
  - (a) Women's Racewear Winner;
  - (b) Women's Racewear Runner-Up;
  - (c) Men's Racewear Winner; and
  - (d) Best Millinery Winner.Any one entrant shall only be entitled to be awarded one title at any Qualifying Event.
- 10.3 The entrants that are awarded the title of Women's Racewear Winner and Men's Racewear Winner at each Qualifying Event will progress to the final, which shall be a virtual final conducted in the manner outlined in clause 10.4 below (**Competition Final**).

- 10.4 The winners of the Competition Final will be determined in part by the judges and in part by the general public. Specifically:
- (a) the award of the following overall winners' titles will be determined by the judging panel for the Competition Final:
    - (1) Women's Racewear Overall Winner;
    - (2) Women's Racewear Overall Runner-Up; and
    - (3) Men's Racewear Overall Winner; and
  - (b) the award of the title of People's Choice Overall Winner shall be determined by the general public in accordance with the online voting process described below in clause 10.6.
- 10.5 Any one finalist shall only be entitled to be awarded one title in the Competition Final. The finalist awarded with the title of People's Choice Overall Winner shall be ineligible to be awarded any of the titles referred to in clause 10.4(a).
- 10.6 The title of People's Choice Overall Winner shall be determined by the general public as follows:
- (a) the entrant that is awarded the title of Women's Racewear Winner at each Qualifying Event will be profiled online, including without limitation on [www.fashionattheraces.com.au](http://www.fashionattheraces.com.au) (**Competition Website**) following the relevant Qualifying Event;
  - (b) it will be open to the general public to vote on the Competition Website for that finalist as the People's Choice Overall Winner for a period of one week following the Qualifying Event at which the finalist was awarded the title of Women's Racewear Winner (online voting will be enabled within 2 business days following the relevant Qualifying Event and disabled at the conclusion of the same weekday in the following week at 12.00pm (ACST));
  - (c) following the conclusion of the one week online voting period in respect of the entrant that is awarded the title of Women's Racewear Winner at the last Qualifying Event in the Competition, it will be open to the general public to vote on the Competition Website for any finalist as the People's Choice Overall Winner for a period of one week (online voting will be enabled on the day on which the last one week voting period concludes and disabled at the conclusion of the same weekday, one week later at 12.00pm (ACST));
  - (d) online voters will be required to provide a valid email address in connection with each online vote submitted on the Competition Website. By submitting a vote on the Competition Website, online voters consent to receive communications from TRSA including without limitation the Fashion at the Races newsletter. Voters will be able to opt-out at any time by following the instructions included in each communication sent by TRSA;
  - (e) only one vote per email address will be accepted as a valid vote in respect of:
    - (1) any one week voting period referred to in clause 10.6(b) above; and

(2) the final one week voting period referred to in clause 10.6(c) above.

(For the avoidance of doubt, a member of the general public may vote once for some or all of the Women's Racewear Winners at each Qualifying Event during their relevant one week voting period and then once for one finalist only during the final one week voting period); and

(f) at the end of the one week voting period referred to in clause 10.6(c) above all online votes submitted during any voting period referred to in this clause 10.6 will be tallied and the finalist with the highest number of public votes will be awarded the title of People's Choice Overall Winner. In the event of a tie, the judges will determine the People's Choice Overall Winner.

11. Entrants acknowledge that race meets at which any Qualifying Event is to be held may be brought forward, postponed or cancelled, including at short notice. In the event that any race meet at which any Qualifying Event is to be held is brought forward, postponed or cancelled for any reason, TRSA shall in exercise of its sole discretion determine the way in which the Competition shall proceed. For example, TRSA may determine that a particular Qualifying Event that is cancelled does not form part of the Competition.
12. To enter the Competition, on the day of the relevant Qualifying Event entrants must complete and submit an entry form at the Fashion at the Races registration desk prior to the time specified by the relevant club operating the race meet at which the Qualifying Event is being held (**Relevant Club**). Entries received after such time will not be accepted as eligible for the Competition. Incomplete or illegible entry forms will be deemed invalid.
13. Entrants must present themselves to the Fashion at the Races registration area prior to the scheduled commencement of the relevant Qualifying Event, within the time period specified by the Relevant Club.
14. TRSA and its nominees (in conjunction with the Relevant Club) will select the judging panel for each Qualifying Event in exercise of their sole discretion. At the time of printing these Terms and Conditions it is anticipated that each judging panel will comprise at least one judge nominated by TRSA and one judge nominated by the Relevant Club.
15. TRSA and its nominees will select the judging panel for the Competition Final in exercise of their sole discretion.
16. All entrants will be judged individually on their merits against a list of race wear criteria that is available on the Competition Website (as interpreted by the judges in their absolute discretion).
17. Judging of each Qualifying Event will take place at the relevant Qualifying Event.
18. The winning entrants, as determined by the judges, will be awarded one of the titles referred to in clause 10.2 above and will win a prize. The judges' decision is final and no correspondence will be entered into.
19. At any Qualifying Event the Relevant Club may determine to award additional prizes to individuals who may include entrants to the Competition. Such prizes do not form part of the Competition prize pool and TRSA has no involvement in the award of such prizes.
20. Judging of the Competition Final (except in respect of the People's Choice Overall Winner) will take place after the expiry of the Entry Period and no later than 12 September 2018 at such time and place, and using such means, as may be determined by TRSA in exercise of its sole discretion.

21. The winning finalists, as determined in the manner outlined in clause 10.4 above, will be awarded one of the titles referred to in clause 10.4 above and will win a prize. The judges' decision and the decision of the general public in respect of the People's Choice Overall Winner are final and no correspondence will be entered into.

22. The maximum Competition prize pool valued is \$54,400, including the following prizes:

**Competition Final Prizes:**

**22.1 Women's Racewear Overall Winner**

\$5,000 BNKR gift voucher to be used in the Adelaide BNKR store

VIP South Australian Events Experience, comprising a choice of the following:

- 4 Front Row Tickets (for the winner and 3 guests) to an event of choice at the 2018 Adelaide Fashion Festival valued at \$500; or
- 4 tickets (for the winner and 3 guests) to an event of choice at the Tasting Australia 2019 festival valued at \$600

(The values of the choice of prizes comprising the VIP South Australian Events Experience are approximate values as, as at the date of printing these Terms and Conditions, the ticket prices for either festival have not been determined.)

**22.2 Women's Racewear Overall Runner-Up**

Evo Hair product gift pack valued at \$1,000

\$1,000 The Daily Edited gift voucher to be used online at [www.thedailyedited.com](http://www.thedailyedited.com)

**22.3 Men's Racewear Overall Winner**

\$2,000 M.J. Bale gift voucher to be used in the Adelaide M.J. Bale store

\$500 The Daily Edited gift voucher to be used online at [www.thedailyedited.com](http://www.thedailyedited.com)

**22.4 People's Choice Overall Winner**

A gift voucher for a makeup service with Media Makeup and a Make Up For Ever gift voucher, together valued at \$1,000.

**Qualifying Event Prizes:**

**22.5 Women's Racewear Winner**

\$1,000 cash for TAB Events or \$500 cash for Non-TAB Events

\$200 The Daily Edited gift voucher to be used online at [www.thedailyedited.com](http://www.thedailyedited.com)

**22.6 Women's Racewear Runner-Up**

A gift voucher from Media Makeup to be used on a makeup service with Media Makeup or on products at the Media Makeup store or online at [www.mediakeupstore.com](http://www.mediakeupstore.com), valued at \$200

**22.7 Men's Racewear Winner**

\$200 M.J. Bale gift voucher to be used in the Adelaide M.J. Bale store or online at [www.mjbale.com](http://www.mjbale.com)

**22.8 Best Millinery Winner**

Evo Hair product gift pack valued at \$200.

23. Unless otherwise stated, the value of the prizes set out in clause 22 above represents the recommended retail value of the prizes and is correct at the time of printing these Terms and Conditions. TRSA accepts no responsibility for any variation in the prize values. If a prize is unavailable for any reason, TRSA may substitute a prize of equivalent value or more.
24. The winners of each Qualifying Event (namely the entrants awarded one of the titles referred to in clause 10.2 above) will be announced at the conclusion of the relevant Qualifying Event.
25. The winners of the Competition Final (namely the entrants awarded one of the titles referred to in clause 10.4 above) shall be announced on the Competition Website no later than 13 September 2018 and shall be notified by telephone and/or email and/or by post. The names and photographs of the winners will be published by TRSA on its social media channels, including without limitation on the TRSA Facebook, Instagram and Twitter Pages, and by public relations in one or more publications, including without limitation The Advertiser, CLIQUE Mag and SA Life.
26. Prizes cannot be transferred, exchanged or redeemed for cash, traveller's cheques, foreign currency or other credit. TRSA reserves the right to request that prize winners provide proof of identity or proof of their eligibility to enter the Competition in order to claim their prize. Any prizes that are sold or otherwise transferred shall be rendered invalid and of no value.
27. Prizes may be subject to additional conditions. It is a condition of accepting a prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
28. Any element of a prize that is unclaimed or unused prior to its expiry or otherwise according to its terms will be forfeited and no compensation will be payable in lieu of that element.
29. Any tax liability arising as a result of accepting any prize is the responsibility of the prize winner.
30. Entrants in the Competition agree and hereby consent that they may be filmed, photographed and/or interviewed and that such material, together with their names, may be used without payment or other compensation by TRSA, its sponsors and other third parties for any purpose in connection with the Competition and for future promotional purposes.
31. The winners of each Qualifying Event and the Competition Final (namely entrants awarded one of the titles referred to in clause 10.2 or 10.4 above) agree to participate in all reasonable news media or other promotional activities conducted by TRSA, including without limitation photo shoots and interviews.
32. Pictures of the entrants may be available for viewing online, including without limitation on the Competition Website and the TRSA Facebook Page for the purposes of raising awareness for TRSA and the Competition.
33. Entrants must not use the Competition as a means for commercially promoting any brand, store, product or designer and must not enter the Competition on behalf of any other person or accept payment or

other compensation from any person to enter the Competition or to wear any particular outfit, make-up, footwear or accessories.

34. All entry forms become the property of TRSA. All personal information provided by entrants shall be used by TRSA for the purposes of conducting the Competition. This information may also be used by TRSA in the future for promotional, marketing, research and profiling purposes and to contact entrants in relation to TRSA's activities. TRSA may share such information with others that assist in performing the above, including those sponsors that provide prizes for the Competition. TRSA will otherwise use all information collected from an entrant in accordance with the TRSA Privacy Policy, a copy of which is available on [www.theracessa.com.au](http://www.theracessa.com.au).
35. To the maximum extent permitted by law, TRSA and its officers, employees and agents exclude all liability (including for negligence) for any death, injury, loss or damage to property or person, whether direct, indirect, special or consequential arising out of or in connection with this Competition, including without limitation, entry into this Competition, attendance and participation in any qualifying event or judging event, failure by TRSA to receive an entry, change of date or cancellation of an event and use of a prize.
36. These Terms and Conditions are governed by the laws of the State of South Australia. All entrants irrevocably submit to the exclusive jurisdiction of the courts of the State of South Australia and the courts of appeal from them.