

Thoroughbred Racing S.A. Limited

FASHION AT THE RACES – PEOPLE’S CHOICE COMPETITION

2019 – 2020 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 - People’s Choice 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).
5. Only those individuals referred to in clauses 10.1 to 10.3 shall be eligible to enter the Competition.
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 2019 Balaklava Cup race meeting to be held on Wednesday September 11 2019 and ending at the 2020 Quorn Cup race meeting to be held in September 2020 (Entry Period). As at the date of printing these Terms and Conditions the dates of all Qualifying Events have not been determined. Details will subsequently be made available at www.theracessa.com.au.
9. The Competition ends on the date on which the winner of the Competition is announced and will be no later than 30 September 2020.
10. The Competition shall operate as follows:
 - 10.1 South Australian thoroughbred racing clubs (each a Relevant Club) will host their own “Fashion at the Races” competitions 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 clubs:

Balaklava; Mindarie-Halidon; Murray Bridge; Gawler & Barossa; Bordertown; Ceduna; Strathalbyn; Naracoorte; Kangaroo Island; Port Lincoln; Kimba; Oakbank; Clare; Penola; Millicent; Mount Gambier; Port Augusta; South Australian Jockey Club; Roxby Downs; Jamestown; Ceduna; Lock; Penong; Streaky Bay; Hawker; and Quorn,

in each case subject to the cancellation of any race meet (each a Qualifying Event).

See www.theracessa.com.au for more details on the dates and locations of each stage of the Competition.
 - 10.2 Subject to clause 10.3, the individual who is awarded the title of “Women’s Racewear Winner” at each Qualifying Event will automatically be entered into this Competition, unless they choose to “opt-out” of this Competition, in which case the runner up to the “Women’s Racewear Winner” at the relevant Qualifying Event will be automatically entered into this Competition (unless they also choose to “opt-out” of this Competition).

10.3 An individual shall only be entitled to enter this Competition once. Should an individual be awarded the title of “Women’s Racewear Winner” at more than one Qualifying Event:

- (a) their first win will qualify them for entry into this Competition; and
- (b) for each subsequent win, the individual who is awarded the runner up to the “Women’s Racewear Winner” at the relevant Qualifying Event will be automatically entered into this Competition, unless they choose to “opt-out” of this Competition.

If, for any reason, there is no entrant under clauses 10.2 and 10.3 from a particular Qualifying Event, the judges at that Qualifying Event shall nominate an individual entrant from that Qualifying Event to enter this Competition, in exercise of their sole discretion (such nomination to operate as an entry in this Competition by the nominated individual). The judges’ decision is final and no correspondence will be entered into.

10.4 The award of the title of People’s Choice Winner shall be determined by the general public from the entrants in this Competition in accordance with the online voting process described below in clause 10.5.

10.5 The title of People’s Choice Winner shall be determined by the general public as follows:

- (a) all entrants in this Competition will be profiled online, including without limitation on 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 entrant as the People’s Choice Winner for a period of one week following the relevant Qualifying Event (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 last entrant to the Competition (following the last Qualifying Event), it will be open to the general public to vote on the Competition Website for any entrant as the People’s Choice 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 10.5(b) above; and
- (2) the final one week voting period referred to in clause 10.5(c) above.

(For the avoidance of doubt, a member of the general public may vote once for some or all of the entrants from each Qualifying Event during their relevant one week voting period and then once for one entrant only during the final one week voting period); and

(f) at the end of the one week voting period referred to in clause 10.5(c) above all online votes submitted during any voting period referred to in this clause 10.5 will be tallied and the entrant with the highest number of public votes will be awarded the title of People’s Choice Winner. In the event of a tie, the judges will determine the People’s Choice Winner.

- 11. Entry into the competition conducted at each Qualifying Event (where the title of “Women’s Racewear Winner” will be awarded) is subject to the Relevant Club’s terms and conditions of entry. With respect to the Qualifying Event, the provisions in the Relevant Club’s terms and conditions of entry prevail over the provisions of these Terms and Conditions to the extent of any inconsistency.
- 12. At any Qualifying Event the Relevant Club will determine the prize(s) awarded 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.
- 13. The winning entrant in this Competition, as determined in the manner outlined in clause 10.5 above, will be awarded the title referred to in clause 10.5 above and will win a prize. The decision of the general public (and the decision of the judges, if relevant) in respect of the People’s Choice Winner are final and no correspondence will be entered into.

14. The maximum Competition prize pool value is \$10,000, comprising:
 - 14.1 \$2,000 cash from TRSA;
 - 14.2 \$5,000 BNKR gift voucher;
 - 14.3 \$1,000 The Daily Edited gift voucher;
 - 14.4 Evo Hair & Cloud Nine prize pack valued at \$1,000; and
 - 14.5 \$1,000 Rossi Boots gift voucher, which will be awarded to the People's Choice Winner.
15. Unless otherwise stated, the value of the prizes set out in clause 14 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.
16. The winning entrant in this Competition (namely the entrant awarded the title referred to in clause 10.5 above) shall be announced on the Competition Website in September 2020 but not later than 30 September 2020 and shall be notified by telephone and/or email and/or by post. The name and photograph of the winner will be published by TRSA on its social media channels, including without limitation on the TRSA Facebook and Instagram.
17. Prizes cannot be exchanged or redeemed for cash, traveller's cheques, foreign currency or other credit. TRSA reserves the right to request that a prize winner provides proof of identity or proof of their eligibility to enter the Competition in order to claim their prize.
18. 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.
19. 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.
20. Any tax liability arising as a result of accepting any prize is the responsibility of the prize winner.
21. 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.
22. Entrants in the Competition agree to participate in all reasonable news media or other promotional activities conducted by TRSA, including without limitation photo shoots and interviews.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.