



DRAFT TERMS AND CONDITIONS  
LADBROKES LEGENDARY PUTT

**Entry Requirements**

Promoter	Moonee Valley Racing Club Inc. (ABN 45 806 588 917) of 1 Feehan Avenue, Moonee Ponds VIC 3039
Promotion	Ladbrokes Legendary Putt Hole In One There are 4 competitions that will be run over the following race meetings at the Moonee Valley Racing Club <ul style="list-style-type: none"> <li>• Friday 27 September 2024 between 5.45PM – 9.45PM AEST</li> <li>• Friday 4 October 2024 between 5.45PM – 9.45PM AEST</li> <li>• Friday 25 October 2024 between 5.45PM – 9.45PM AEDT</li> <li>• Saturday 26 October 2024 between 11.30AM - 5.50PM AEDT</li> </ul>
How to Enter	Entries will be taken between the competition opening times as outlined above. <ul style="list-style-type: none"> <li>• The Promotion will be located in the Fairway Eats &amp; Beats Enclosure located on the infield of the track on Friday 27 September 2024</li> <li>• The Promotion will be located in Concourse trackside on Friday 4 October 2024</li> <li>• The Promotion will be located in the Ladbrokes Lawn Party in the infield of the track on Friday 25 October 2024</li> <li>• The Promotion will be located in the Ladbrokes Lawn Party in the infield of the track on Saturday 26 October 2024</li> </ul> Patrons that wish to enter the Promotion will need to register at the registration desk and provide proof of ID before a putt is taken. If more than one entrant gets the hole in one at one of the promotional events, then all those patrons will go into a prize draw for the cash Prize
Entry Restrictions (“Entrants”)	Entry is only open to patrons aged 18 years and over. Patrons will only be allowed one putt attempt only for the Prize. Employees and Committee (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter.
Promotional Period	<ul style="list-style-type: none"> <li>• Promotion 1 commences at 5.45PM AEST on Friday 27 September 2024 and ends at 9.45PM AEST on Friday 27 September 2024</li> <li>• Promotion 2 commences at 5.45PM AEST on Friday 4 October 2024 and ends at 9.45PM AEST on Friday 4 October 2024</li> <li>• Promotion 3 commences at 5.45PM AEDT on Friday 25 October 2024 and ends at 9.45PM AEDT on Friday 25 October 2024</li> <li>• Promotion 4 commences at 11.30AM AEDT on Saturday 26 October 2024 and ends 5.50PM AEDT on Saturday 26 September 2024</li> </ul>

**Prize and Draw**

Prize	There is <b>one</b> prize of \$10,000 in cash for each of Promotions 1, 2, 3 and 4 If a hole in one is not won on any of Friday 27 September 2024, Friday 4 October 2024 or Friday 25 October 2024 the \$10,000 for that or those promotions will be combined with the Ladbrokes Legendary Putt promotion on Ladbrokes Cox Plate Day - Saturday 26 October 2024.
Prize Value	Prize is valued at \$10,000 for Friday 27 September 2024 Prize is valued at \$10,000 for Friday 4 October 2024 Prize is valued at \$10,000 for Friday 25 October 2024 Prize is valued at \$10,000 for Saturday 26 October 2024
Prize Draw Time	The prize winner will be announced or drawn as follows: <ul style="list-style-type: none"> <li>• Promotion 1: Friday 27 September 2024 at 10.00PM</li> <li>• Promotion 2: Friday 4 October 2024 at 10.00PM</li> <li>• Promotion 3: Friday 25 October 2024 at 10.00PM</li> <li>• Promotion 4: Saturday 26 October 2024 at 6:15PM</li> </ul>
Prize Draw Location	The Promoter’s premises at Moonee Valley Racing Club Gate 2, 1 Feehan Ave, Moonee Ponds VIC 3039



Prize Winner Notification	<p>Winners will be notified via their email provided. If unable to contact via email the Promoter will attempt to contact the winner via all other contact details held on file.</p> <p>The winner's name will also be published in The Herald Sun on the following dates if the Prize is won:</p> <ul style="list-style-type: none"> <li>• Friday 4 October (27 September) event</li> <li>• Friday 11 October (4 October) event</li> <li>• Friday 1 November (25 &amp; 26 October) events</li> </ul>
Unclaimed Prize	<p>If the initial winner cannot be contacted after taking reasonable steps to locate them, a redraw will be conducted at the same place as the original draw as follows:</p> <ul style="list-style-type: none"> <li>• Promotion 1: Monday 30 September 2024 at 12.00PM</li> <li>• Promotion 2: Monday 7 October 2024 at 12.00PM</li> <li>• Promotion 3: Monday 28 October 2024 at 12.00PM</li> <li>• Promotion 4: Monday 28 October 2024 at 12.00PM</li> </ul> <p>Winner will be notified via their email provided at the time of booking. If the Promoter is unable to contact them via email the Promoter will attempt to contact the winner via all other contact details held on file.</p>
Redemption	<p>The promoter will arrange for the cash prize to be paid into the winners nominated bank account within 28 days of the draw or announcement of the winner.</p>

General Terms and Conditions:

1. The Entry Requirements and Prize and Draw details and these General Terms and Conditions together form the terms and conditions of entry for the Promotion (Terms and Conditions). By participating in this Promotion each Entrant accepts and agrees to be bound by these Terms and Conditions.
2. Entrant may be required to present one (1) form of valid photographic identification (passport or Australian or New Zealand driver's license) or two (2) forms of valid non-photographic identification acceptable to the Promoter, in their absolute discretion, in order to determine eligibility to participate and/or claim the Prize in a Prize Draw.
3. The Promoter reserves the right, at any time, to:
  - a) require the Prize winner to provide valid identification acceptable to the Promoter to verify eligibility to enter the competition and to claim the Prize; and/or
  - b) require the Entrant who is eligible for a Prize to sign a statutory declaration to confirm their eligibility to accept the Prize.
4. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. If no Entrant is successful in obtaining the hole in one at one or more of the events nominated above, the Prize(s) will be combined with the Prize on Ladbrokes Cox Plate Day on Saturday 26 October 2024.
6. Information on how to enter and Prizes form part of these Terms and Conditions.
7. The Promoter will be publishing the winner's details on [www.thevalley.com.au](http://www.thevalley.com.au)
8. Participation in this promotion is deemed acceptance of these Terms and Conditions. In the event of any conflict or inconsistency these General Terms and Conditions shall prevail. Capitalised terms not otherwise defined in these General Terms and Conditions have the same meaning as in the Entry Requirements and Prize and Draw details.
9. 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.
10. Only ONE attempt for the hole in one is permitted per event date by each Entrant. Each attempt must be registered and in accordance with entry requirements.
11. Management, Committee and employees of the Promoter, Ladbrokes, and their agencies associated with this Promotion and each of their respective immediate families are ineligible to enter in the Promotion including and not limited to Legends, Leighoak Club and Junction Club. For the purpose of these Terms and Conditions, immediate family means any of the following: spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, brother, sister, stepbrother, or step sister.
12. The Promoter reserves the right, at any time, to verify the validity of the entries and Entrants including an Entrant's identity, age and place of residence and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions, or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
13. The Prize is not transferable or exchangeable for other goods or services. Subject to these Terms and Conditions, the Prize winner is responsible for all costs associated with taking and using a Prize, but not accepting the Prize.
14. The Prize is only redeemable as outlined below:
  - a) The selected winner of this Prize agrees to the following terms and conditions in point 14:



- i. Must be a resident of Australia. Proof of residency of Australia can be requested by the Promoter at any time.
  - ii. Must be 18 years of age or over.
15. Subject to any written direction of the Victorian Commission for Gambling Regulation, the Promoter reserves the right to cancel or change the Prize offered under the Promotion if there are any changes to the law that would or might render the Promotion or any Prize offered under the Promotion unlawful.
16. If the Prize becomes available due to circumstances beyond the Promoter's control, the Promoter reserves the right to substitute any Prize (or part of it) for an item of equal or greater value if reasonable attempts have been made to reach agreement with the winner that have been unsuccessful.
17. The Prize Value(s) in these Terms and Conditions are in Australian Dollars and include Australian GST where applicable.
18. If for any reason a winner does not redeem a Prize by the time stipulated by the Promoter, then the Prize or that element of the Prize will be forfeited and the Prize will be re-drawn. The Promoter must take reasonable steps to identify the winner before the Prize can be re-drawn.
19. The Prize must be paid or transferred to the winner within 28 days of the draw, unless the winner does not claim the Prize within that time period.
20. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; and/or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Decisions of the management of the Promoter are final. No correspondence will be entered into.
22. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision. The Promoter's decision is final, and no correspondence or communication will be entered into. Subject to the unclaimed prize draw clause, if for any reason the Prize Winner does not redeem the Prize at the time stipulated by the Promoter, then the Prize will be forfeited.
23. The Promoter accepts no responsibility for late, lost or misdirected claims or entries.
24. All entries and entry details become the property of the Promoter. Details of entries may be entered into a database and the Promoter may use the Entrants' names, addresses and telephone numbers for future promotional, market research and publicity purposes. Entrants acknowledge and agree that by participating in the Promotion, their details may be used in this manner. These details will not be used in conjunction with any gaming machine advertisements.
25. Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. These details will not be used in conjunction with any gaming machine advertisements.
26. A copy of the terms and conditions governing the Promotion can be obtained from the Promoter's website throughout the Promotional Period.
27. Entrants consent to the Promoter using the Entrant's name if they are a winner to publish the winners in the Promoter's chosen location.
28. As a condition of accepting the Prize, the winner 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.
29. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
30. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 incurred by a winner or Entrant; or (f) use of a Prize.
31. All entrants in the Promotion, including the winner, provide a release and indemnity to the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that 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.
32. The release and indemnity in clauses 30 and 31 (each a "relevant commitment") is given by each Entrant (including winners) in favour of the Promoter. It is acknowledged that:
  - a) the relevant commitment is given by each Entrant and the winner 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.



33. Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Promotion (including for the purpose of identifying and notifying the winner). Without limiting the foregoing, the Promoter may disclose Entrants' personal information to 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. By accepting these Terms and Conditions, the Entrant consents to the Promoter, its related entities and business partners (as applicable) using the entrants' personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any of all of them. The Promoter will handle the Entrants' personal information in accordance with the Promoter's Privacy Policy which is available at <https://www.thevalley.com.au/privacy-policy>. Entrants may request access to or correction of their personal information by writing to the Promoter's Privacy Officer at [privacy@mvr.net.au](mailto:privacy@mvr.net.au).
34. The laws of the state of Victoria govern the Promotion.
35. *The promoters are Moonee Valley Racing Club Inc. (ABN 45 806 588 917) of Gate 1 Feehan Avenue, Moonee Ponds VIC 3039.*