

TERMS AND CONDITIONS  
AUSTRALIA'S BEST RACE PROMOTION  
Moonee Valley Racing Club

**Entry Requirements**

Promoter	Moonee Valley Racing Club Inc. (ABN 45 806 588 917) of Gate 1 Feehan Avenue, Moonee Ponds VIC 3039
How to Enter	All entries must be received via <a href="http://www.thevalley.com.au">www.thevalley.com.au</a> and can be accessible via QR code URL link.
Entry Restrictions ("Entrants")	Entry is only open to customers aged 18 years and over. Employees, Office Bearers (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
Promotional Period	The promotion commences at 9.00am AEST on Saturday 24 June 2023 and ends at 11:59pm AEST on Saturday 24 2023.

**Prize and Draw**

Prize Details	At the time of the prize draw, one person will be selected per prize. The prizes that are on offer for this promotion include the below: <ul style="list-style-type: none"><li>• 2x Value Packs - each including racecourse admission, 3 x beverage vouchers and 1 x food voucher</li><li>• Merchandise pack</li></ul>
Prize Value	Prize is valued up to \$420
Prize Draw Time	The prize will be drawn on Monday 26 June 2023.
Prize Draw Location	The Promoter's premises at Gate 1 Feehan Avenue, Moonee Ponds VIC 3039
Prize Winner Notification	Winner will be notified via their telephone number provided. If unable to contact via telephone the Club will attempt to contact the winner via all other contact details held on file.
Unclaimed Prize	If the initial winner cannot be contacted, a redraw will be conducted on Friday 30 June 2023 at 10.00am AEST at the same place as the original draw. Winner will be notified via their telephone number provided at the time of booking. If unable to contact via telephone the Club will attempt to contact the winner via all other contact details held on file.
Redemption	Only entrants residing in Australia and over 18 years of age from 23 June 2023 will be accepted to redeem the individual prize drawn and won.

## General Terms and Conditions:

1. 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 Venue (in their absolute discretion) in order to determine eligibility and to claim the Prize and/or participate in a Prize Draw. The Promoter reserves the right to require Prize winner to provide valid identification acceptable to the Promoter to verify eligibility for a Prize. The entrant who is eligible for a Prize may be required to sign a Statutory Declaration to confirm their eligibility to accept the Prize.
2. Information on how to enter and prizes form part of these Terms and Conditions.
3. The Promoter will be publishing the winner's details on [www.thevalley.com.au](http://www.thevalley.com.au)
4. Participation in this promotion is deemed acceptance of these Terms and Conditions. In the event of any conflict or inconsistency these Terms and Conditions shall prevail.
5. 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.
6. If any entry form that is a Drawn Entry appears to have been tampered with or is otherwise invalid in accordance with these terms and conditions, the Promoter reserves the right to refuse to award any Prize or Unclaimed Prize associated with that Drawn Entry.
7. Multiple entries are permitted; however, each entry must be submitted separately and in accordance with entry requirements.
8. Management and employees of the promoter, participating venue 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, Junction Club and MVRC. 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 and office bearers.
9. 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.
10. The Prize is not transferable or exchangeable for other goods or services and cannot be taken as cash. Subject to these terms and conditions, each Prize winner is responsible for all costs associated with taking and using a Prize.
11. The prize is only redeemable as outlined below:
  - a) The selected winner of this prize agrees to the following terms and conditions in point 11:
    - i. Must be a resident of Australia or New Zealand. Proof of residency of both countries can be requested by the Promoter at any time.
    - ii. Must be over the age of 18.
12. 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 due to circumstances beyond the Promoter's reasonable control or if there are any changes to the law that would or might render the Promotion or any Prize offered under the Promotion unlawful. The Promoter reserves the right to substitute any Prize (or part of it) for an item of similar value.
13. If for any reason a winner does not redeem a Prize by the time stipulated by the Promoter, and then the Prize or that element of the prize will be forfeited.
14. 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.

15. Decisions of the management of the Promoter are final. No correspondence will be entered into.
16. 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.
17. The Promoter accepts no responsibility for late, lost or misdirected claims or entries.
18. All Entries become the property of the Promoter. Details of Entries may be entered into a database and MVRC group of companies 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.
19. 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.
20. A copy of the terms and conditions governing the Promotion can be obtained from Legends throughout the Promotion Period.
21. 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.
22. 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.
23. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers (however Alinta Energy will only receive the personal information of the winner in order to enable them to receive their prize and will not receive the personal information of other competition entrants) and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. Entrants should direct any request to access, update or correct information to the Promoter. By entering in this promotion entrants agree to participate in future marketing promotions not limited to SMS/MMS, phone or email. All entries become the property of the Promoter.
24. The laws of the state of Victoria govern the Promotion.
25. *The promoters are Moonee Valley Racing Club Inc. (ABN 45 806 588 917) of Feehan Avenue, Moonee Ponds VIC 3039.*