

## Promotion Terms and Conditions

### BATTLE OF THE BANDS 2024

#### Promotion Details:

1.	<b>Promotion</b>	Battle of the Bands	
2.	<b>Promotional Period</b>	<b>Entries Open:</b>	Entries to the Promotion opens at 5.00PM AEDT on Friday 4 October 2024.
		<b>Entries Close:</b>	Entries to the Promotion ends at 5.00PM AEDT on Friday 22 October 2024.
3.	<b>Competition Period</b>	<b>Competition Dates:</b>	<ul style="list-style-type: none"> <li>15 November 2024 between 5:45PM AEDT and 9:45PM AEDT (Heat One)</li> <li>22 November 2024 between 5:45PM AEDT and 9:45PM AEDT (Heat Two)</li> <li>29 November 2024 between 5:45PM AEDT and 9:45PM AEDT (Final)</li> </ul>
4.	<b>Eligible Entrants</b>	<p>Each individual in each band must be a Victorian resident aged 18 years and over</p> <p>Bands must have no more than six individuals per band</p> <p>Employees and directors (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter.</p>	
5.	<b>How to Enter</b>	<p>During the Promotional Period, an Eligible Entrant must:</p> <ul style="list-style-type: none"> <li>register via the Promoter's website</li> <li>provide: <ul style="list-style-type: none"> <li>a 200-word biography of the band;</li> <li>a photo of the band; and</li> <li>at least one but no more than two sound or video files containing two sample tracks of the band performing</li> </ul> </li> </ul> <p>An Eligible Entrant may not submit more than one entry per promotional event.</p> <p>Entries will be accepted between the promotional opening times as outlined in item 2, up to a maximum of forty (40) entries.</p>	
6.	<b>Prize(s)</b>	<b>Prize:</b>	<p>There are two prizes for the winner of the promotion as follows:</p> <ul style="list-style-type: none"> <li>\$5,000 in cash; and</li> <li>Opportunity to perform as pre-race entertainment at MVRC on 3 Point Motors William Reid Stakes Day in 2025</li> </ul>
		<b>Prize Value:</b>	Prize is valued at \$10,000
7.	<b>Prize Selection</b>	<b>Method:</b>	<ul style="list-style-type: none"> <li>Six bands will be selected to perform on either 15 November 2024 (Heat One) or 22 November 2024 (Heat Two)</li> </ul>

		<ul style="list-style-type: none"> <li>• These six bands will be selected by a judge appointed by the Promoter who is an industry expert from the field of popular music</li> <li>• One winner will be selected by this judge on both 15 November 2024 (Heat One) and 22 November 2024 (Heat Two)</li> <li>• These two winners will compete on 29 November (Final)</li> <li>• One winner will be selected by the judge to win the Prize</li> </ul>
	<b>Date:</b>	29 November 2024
	<b>Location:</b>	Moonee Valley Racecourse, Gate 1, McPherson Street, Moonee Ponds, Victoria 3039
	<b>Notification:</b>	Each winner will be notified by email within seven (7) days of the prize selection date. If the Promoter is unable to contact the winner via email, the Promoter will attempt to contact the winner via all other contact details held on file.
<b>8. Unclaimed Prizes</b>	Any Prizes unclaimed within 30 days of the prize selection date will be automatically forfeited.	

# ***Promotion Terms and Conditions***

## **Battle of the Bands 2024**

### **Promotion Terms:**

The Promotion Details and the Promotion Terms 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.

To the extent of any inconsistency between the Promotion Details and the Promotion Terms, the terms of the Promotion Details will prevail. Capitalised terms not otherwise defined in these Promotion Terms have the same meaning as in the Promotion Details.

The promoter is Moonee Valley Racing Club Inc. (ABN 45 806 588 917) of Gate 1, McPherson Street, Moonee Ponds, Victoria 3039 (**Promoter**).

Information on how to enter and the prizes form part of these Terms and Conditions.

Entry is open to Eligible Entrants set out at Item 3. Directors, officers, management and employees (and the immediate family members of directors, officers, management and employees) of the Promoter or any companies and agencies associated with the Promotion are not eligible to enter. "**Immediate family member**" means a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child, whether or not they live in the same household.

To enter the Promotion, Eligible Entrants must complete the steps set out in Item 5.

The Promoter reserves the right, at any time, to:

verify the validity of entries and entrants (including an entrant's identity, age and place of residence); and/or

disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or

disqualify at any time any entry that, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory.

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.

Incomplete, indecipherable or illegible entries will be deemed invalid.

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.

In accordance with Item 8, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner's Prize will be forfeited.

If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

The Prize Value(s) in these Terms and Conditions are in Australian dollars, include Australian GST where applicable and are based on the recommended retail value of Prize components at the time of printing.

The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. If any part of the Prizes is or are unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the Prizes or any part of the Prizes for a prize of equal value and/or specification. To the extent permitted by law:

the Promoter makes no representations or warranties as to the suitability of the Prizes; and

no compensation will be payable if, for any reason, a winner is unable to use the Prizes as stated.

The Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

Printing errors and other quality control matters will not be used as a reason for refusing winning entry.

The Promotion is a game of skill. Chance plays no part in the selection of the Prize winners. Each valid entry will be individually judged according to its merits on the basis of creativity and originality as determined in the complete discretion of the Promoter and the selected judge. Winning entrants will be selected at the time and locations detailed in Item 7. The Promoter and the selected judge's decision on the winning entrant(s) is final and no correspondence will be entered into.

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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.

The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

Entrants consent to the Promoter using the entrant's name, likeness, image, voice and/or entry if they are a winner including photograph, film and/or recording of the same in any media for an unlimited period without remuneration for the purpose of promoting the Promotion including any outcome, and promoting any products, services or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prizes and any related use by the Promoter.

It is a condition of accepting a Prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.

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.

Except for any liability that cannot be excluded by law, the Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives), exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the entrant or the winner, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, arising out of the following: (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 its 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; and/or (e) redemption and use by the winner of any Prize.

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.

The Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective Prizes or Prizes damaged or lost in transit, or late, lost or misdirected mail.

The release and indemnity in clauses 0 and 0 (each a "**relevant commitment**") is given by each entrant (including the Winners) in favour of the Promoter. It is acknowledged that:

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;

the benefit of the relevant commitment is held by the Promoter on its own behalf; and

the Promoter may enforce and recover under the relevant commitment.

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).

These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.