

Moonee Valley Racing Club Inc.

Race For Awards Terms and Conditions – Season 2022/23

1. Introduction

1.1 These Terms and Conditions form the basis of the Race For Awards program, together with any other Program rules set out in the MVRC Members' and Members handbook and other communications provided to Members from time to time. It is the Member's responsibility to read and understand them.

1.2 These Terms and Conditions govern all aspects of the Program and every Member is bound by them. Unless the Member has notified the MVRC in writing that he/she does not wish to participate in the Program (in which case the Member cannot participate in the Program), each Member accepts these Terms and Conditions (as amended from time to time) each time they pay their subscription, use their Membership Card, claim or utilise a Reward or Benefit or do anything else contemplated by these Terms and Conditions, or attempt to do any of these things.

1.3 Every effort has been made to ensure that the information provided to Members in relation to Race For Awards is correct. The MVRC is in no way responsible or liable if any information provided to Members concerning Race For Awards is inaccurate or incomplete.

MVRC reserves the right to change the Program and/or these Terms and Conditions of Race For Awards at any time at its discretion in accordance with section 11 below. The version of these Terms and Conditions published on the MVRC Website from time to time is the current version and will bind all Members.

1.4 These Terms and Conditions are for the benefit of each Member, the MVRC and each Partner.

1.5 These Terms and Conditions are governed by and will be constructed in accordance with the law in force in the State of Victoria, Australia. The Member should note their rights under the Competition and Consumer Act 2010 (Cth) and relevant State and Territory legislation which cannot be contracted out of by the MVRC. Nothing in these Terms and Conditions either limits, or purports to limit, these rights.

1.6 The MVRC includes its employees and representatives. References to "we", "us" and "our" are references to the MVRC.

2. Definitions

Absentee Member means a MVRC member who is granted permission and pays a nominal fee to hold their place as a Member due to extenuating circumstances but who is not entitled to the benefits of Membership during the period of Absentee Membership.

Benefits means any of the facilities, discounts, products, services, or arrangements offered by the MVRC or Partners (including Rewards) available to the Member from time to time under Race For Awards.

Bonus Points or Bonus Race For Awards Points means Program points that are awarded for participation in a MVRC or Partner Promotion. Bonus Points are separate to Standard Points but both are Points.

Club Rules means the rules of the MVRC as amended from time to time in relation to any aspect of the MVRC's operations, including (without limitation) its Constitution, By-laws and conditions of entry.

Dollars means Australian dollars.

Member means a person who is a current financial Full, Young, Club 100, Family, Country, Interstate & Overseas, Life (but excluding an Absentee Member, Apprentice, Junior Jock, Honorary Members, Season Ticket, Winning Owners, Flexi 6 & Flexi 2 Members). A “financial Member” is a Member who has paid his or her annual subscription and any other fees in full as required under the Club Rules. A Member must be a financial Member to participate in Race For Awards.

Members’ Enclosure means the facilities within the Racecourse that are accessible only by Members and their guests.

Membership Card means the non-transferable card associated with a Member’s paid subscription to the MVRC.

Membership Number means the MVRC Membership number associated with a Member’s paid subscription to the MVRC.

MVRC means Moonee Valley Racing Club Limited ACN 119 214 078.

MVRC Customer Service means the MVRC Call Centre which can be contacted on 1300 843 825.

MVRC Website means thevalley.com.au

Oncourse spend means monies spent at the Point of Sale terminals throughout permanent facilities (as notified by MVRC from time to time) within the Racecourse.

Partner means an official partner or sponsor of the Moonee Valley Racing Club that is an organisation with whom the MVRC has an agreement concerning: (a) the MVRC crediting to Members certain Bonus Race For Awards Points or Benefits (where applicable) on behalf of that organisation as a result of certain eligible transactions involving that organisation’s products or services; and/or (b) that organisation supplying Rewards or Benefits to Members on behalf of the MVRC.

Point of Sale means the MVRC sales terminals located within the Racecourse as published (and as amended) by the MVRC from time to time.

Points or Race For Awards Points means points in the Race For Awards program and includes Standard Points and Bonus Points (collectively) unless otherwise stated.

Program means Race For Awards.

Promotion means an opportunity to earn Bonus Points through a particular transaction or activity or behaviour that the MVRC has notified Members is a Promotion or eligible to earn Bonus Points on terms specified by the MVRC from time to time.

Race meeting means a race meeting conducted by the MVRC at the Racecourse.

Race For Awards means the loyalty scheme operated by the MVRC on and from 1 August 2022 by which Members can earn Points in the Program under the Terms and Conditions.

Racing Season means the period from 1 August 2022 to 31 July 2023 inclusive.

Redemption means the exchange of Points for a Reward

Reward means any voucher, pass, merchandise item, Partner product or service, or other reward obtained by a Member through the redemption of Points under Race For Awards.

Tenure means years of consecutive Membership with the MVRC.

Terms and Conditions means these Terms and Conditions as amended from time to time.

Webstore means the MVRC's online shop, available at thevalley.com.au.

3. Participation in Race For Awards

3.1 From 1 August 2022, all Members are eligible to participate in Race For Awards. Honorary, Absentee, Apprentice, Junior Jock, Season Ticket, Winning Owner, Flexi 6 and Flexi 2 Members are not eligible to participate in Race For Awards.

3.2 Absentee Members are not eligible to participate in Race For Awards. Any Points Status entitlements earned prior to Absentee Membership will be placed on hold, until the Absentee Member becomes a Member. Despite being placed on hold, Point expiry rules will still apply, per section 6 of these Terms and Conditions.

3.3 Each Member shall remain responsible for advising the MVRC of any change of name or address. Changes can be made by contacting MVRC Customer Service.

3.4 Should a Member be suspended for any reason in accordance with the MVRC Constitution and By-Laws, their Race For Awards account will be inaccessible for the duration of the suspension. Despite any such suspension, Point expiry rules will still apply, per sections 6 of these Terms and Conditions.

3.5 Participation in Race For Awards will cease upon a person ceasing to be a Member under the Club Rules (including by death) or advising the MVRC of that person's wish to be excluded from the Program, and upon such cessation all Points and Benefits will be cancelled from the date of cessation.

4. Use of MVRC Membership Card

4.1 Member Points will only be recognised by MVRC when scanned with the official MVRC Membership card. Members who do not bring their official Members' card will not be eligible for Member Points for that particular event.

4.2 The cardholder must be present when scanning their Membership card to accumulate Member Points.

4.3 Members must scan their Membership Card at any of the entrance gates at MVRC. Scanning of the card may only be undertaken when the gates are operational.

4.4 Lost or stolen Membership Cards must be reported either verbally or in writing to the Membership Department as soon as possible.

4.5 It is the responsibility of the Member to make sure their Membership Card is validated at the entry points to ensure Member Points are credited.

5. Member Points

5.1 Member points relate only to the 2022/23 season and cannot be transferred from one Member to another or from one racing season to another (that is, once the season is completed, Members commence the new season with zero Member Points).

5.2 Member Points are awarded for;

- 5.2.1 Renew on your Monthly or Annual Stayer Payment plan - 100 points
- 5.2.2 Attend or bring a guest to a paid member event - 100 points
- 5.2.3 Renew before July 1st 2022 - 100 points
- 5.2.4 Attend 2 race meetings 200 - points
- 5.2.5 Attend 3 race meetings 200 - points
- 5.2.6 Attend 5 race meetings 200 - points
- 5.2.7 Attend 10 race meetings 400 - points
- 5.2.8 Attend 15 race meetings 500 - points
- 5.2.9 Create a "Picket fence" – Attend 10 race meetings in a row 400 points
- 5.2.10 Purchase 5 single meeting guest passes (feature or standard) 200 points
- 5.2.11 Purchase a Jockey Bar package 200 points
- 5.2.12 Purchase a Dining Box package 300 points
- 5.2.13 Purchase or renew an Annual Reserved Grandstand Seat 300 points
- 5.2.14 Purchase or renew an Annual Guest Card 400 points
- 5.2.15 Join the Stayers Payment Plan 1100 points

5.4 Members who nominate a person for Membership will have Member Points accrued when the nominated Member becomes a financial Member of MVRC. No Member Points will be accrued to an MVRC Member who seconds a new Member for nomination.

5.5 The MVRC may at its discretion provide other incentives for Members to earn Member Points throughout the year, which will be published on the MVRC website.

5.6 Only financial Members and 50 Year Life Members of the MVRC can accrue Member Points, not the holder of an MVRC Annual Guest Card or a Honorary Membership.

5.7 Award levels are only valid for the 2022/23 racing season and may change for subsequent seasons.

5.8 If for whatever reason Member Points are not registered, the MVRC will not be liable for issuing any Points or rewards.

5.9 MVRC has the right to adjust individual Member Points and awards at any time for whatever reason and without notice.

5.10 Any disputes regarding the balance of Member Points must be made in writing.

5.11 Join the Stayers Payment Plan. 1100 points is only for members not on a current plan and each member can only accrue these points once.

6. Points Expiry

6.1 Points accumulated through the Race For Awards Program expire one year from the date they are awarded. Points cannot be re-credited or used once they have expired. For example, Points earned during the racing season 2022/23 will expire on 31 July 2023.

7. Benefits and Awards

7.1 Octagonal Award – 800 Points – Go into the draw to WIN x2 tickets to the exclusive Observation Deck on 2023 Ladbrokes Cox Plate Day (Prize valued at \$1,500)

- Members reaching 800 Member Points will be automatically entered for their chance to win this exclusive prize
- Prize to be drawn prior to the 2023 Ladbrokes Cox Plate Carnival.

7.2 Moir Stakes Award - 1200 Points – x2 complimentary drinks cards & x2 Member visitor passes at standard meetings following the 2022 Ladbrokes Cox Plate Carnival.

- Members visitor passes can be redeemed by contacting the Membership team on 1300 843 825 or email at membership@mvr.net.au. Ticketing will be issued via email for the selected race meeting and beverage vouchers to be collected from the Information Booth on race day/night.
- All ticketing must be pre-arranged prior to the selected race meeting at the Valley with no ticketing or vouchers to be redeemed on race day/night

7.3 Ladbrokes Manikato Stakes Award – 1700 Points - \$60 Food and Beverage OR Merchandise Voucher & x5 Member visitor passes at standard meetings following the 2022 Ladbrokes Cox Plate Carnival

- Members visitor passes can be redeemed by contacting the Membership team on 1300 843 825 or email at membership@mvr.net.au. Ticketing will be issued via email for the selected race meeting with food & beverage vouchers or Merchandise vouchers to be collected from the Information Booth on race day/night.
- All ticketing must be pre-arranged prior to the selected race meeting at the Valley with no ticketing or vouchers to be redeemed on race day/night

7.4 Ladbrokes Cox Plate Award – 2040 Points – x1 Admission and Members' guest ticket to the 2023 Ladbrokes Cox Plate

- Members reaching the 2040 Member Points will receive one complimentary admission and Members' x1 guest ticket to the 2023 Ladbrokes Cox Plate
- Ticketing will be sent out early October 2023.

7.5 Winx Award – 2400 Points - Invitation to the Ladbrokes Cox Plate Barrier Draw Breakfast

- Members reaching 2400 Member Points will receive an invitation to breakfast at the Ladbrokes Cox Plate Barrier Draw which will be held on the Tuesday prior to the 2023 Ladbrokes Cox Plate.
- Seating may be limited to a capacity set by the CEO's office which will be confirmed at the end of the 2022/23 racing season
- At the conclusion of the 2022/23 race season, Members who have reached 2400 Member Points will be sent an invitation to the Ladbrokes Cox Plate Barrier Draw Breakfast and will be required to RSVP within a specified period.

- Should there be more Members accepting the invitation than the limited capacity, a ballot will be conducted.
- Successful Members drawn from the ballot will be advised of their confirmed seating. Unsuccessful Members will be placed on a waiting list.
- Should further seating be made available, another appropriate ballot will be conducted and successful Members advised.
- Ticketing will be sent out early October 2023.
- The invitation to the Member is not transferable.
- Members may purchase additional seats to the Ladbrokes Cox Plate Barrier Draw breakfast at normal prices, subject to availability.

7.4 Member awards cannot be claimed the day in which a particular milestone is reached. Members will be advised or email when awards have been reached. It is the responsibility of the Member to advise the Club by email membership@mvr.net.au or by calling the Membership Department on 1300 843 825 when ticketing and dining is to be redeemed and when invitations will be accepted.

7.5 To qualify for Benefits such as Complimentary Members' Event, a Member must have reached the Total Points needed at the time the invitation for the event is disseminated.

7.6 Members who choose to redeem an Award must do so personally by contacting the Membership Department on 1300 843 825. Requests through family or other individual will not be taken.

7.7 Except as required by law, the MVRC shall not be liable in any way to any Member in relation to the availability or withdrawal of a particular Benefit or Award that may have been previously displayed or promoted as being available. The MVRC will not be liable for any failure to offer any particular Benefit or Award.

7.8 Benefits and Awards cannot be used in conjunction with other discount programs, offers or special events, whether run by the MVRC or a third party, unless otherwise approved by MVRC or specified in the terms and conditions of a particular discount program, offer or special event.

7.9 Benefits and Rewards cannot be assigned, transferred, or otherwise made available for the benefit of any other person or legal entity.

8. Race Meetings

8.1 Member Points relate to all race meetings as advertised by MVRC for the 2022/23 racing season.

8.2 If a race meeting/s is abandoned (for whatever reasons), prior to the running of the first race, no Member Points will be credited.

8.3 The MVRC reserves the right to change the date of race meetings from time to time, held at MVRC.

8.4 If a race meeting is transferred to MVRC from another Club, this meeting does not constitute part of the Race for Awards program.

9. Feature Race Meetings

9.1 *Feature Race Meetings* for the 2022/23 racing season at MVRC include:

- 9.1.1 Ladbrokes Cox Plate Day, Saturday 22 October 2022
- 9.2.2 Feehan Stakes, Saturday 3 September 2022
- 9.2.3 Grand Final Eve (Night race meeting), Moir Stakes, Friday 23 September 2022
- 9.2.4 Ladbrokes Manikato Stakes (Night Race Meeting), Friday 23 October 2022
- 9.2.5 Australia Stakes, Saturday 28 January 2023
- 9.2.6 All-Star Mile, Saturday 18 March 2023
- 9.2.7 William Reid Stakes (Night race meeting), Friday 24 March 2023

9.3 *Standard Events relate to non-feature* race meets which include the remainder of race meetings for the 2022/23 racing season at MVRC.

10. Redeeming Awards and Benefits

10.1 A Member who has accumulated the required number of Race For Awards Points may contact MVRC Membership Department on 1300 843 825 or via email at membership@mvrc.net.au. All ticketing must be pre-arranged prior to the selected race meeting at the Valley with no ticketing or vouchers to be redeemed on race day/night

10.2 Provided that the Member has the required number of Points, the MVRC may allow Members to redeem their Race For Awards Points for Awards which the MVRC, in its sole and absolute discretion, chooses to make available at the time of redemption.

10.3 The redemption of any Reward or Benefit is subject to the Member having the sufficient Race For Awards Points balance, as the case may be, at the time of the redemption request.

10.4 The Terms and Conditions upon which Race For Awards points may be redeemed for Rewards, including the number of Race For Awards points required to be accumulated for any Reward or redeemed for any particular Reward, shall be determined by the MVRC in its sole and absolute discretion, and may be amended or changed by the MVRC without notice.

10.5 Additional terms regarding the redemption of Race For Awards points for particular types of Rewards are set out in the terms published by or on behalf of the MVRC from time to time on the MVRC Website. Where there is inconsistency between these Terms and Conditions and any other terms and conditions published on the MVRC website, these Terms and Conditions prevail.

11. Changes to the program

11.1 MVRC reserves the right to change the Program and/or these Terms and Conditions at any time at its discretion.

11.2 The MVRC shall use all reasonable endeavours to notify Members:

11.2.1 of any changes to the Program and/or these Terms and Conditions; and

11.2.1 at least 30 days in advance of any changes to the Program and/or these Terms and Conditions that materially reduce the benefits available to all or most Members under the Program, but the MVRC shall not be liable in any way for any failure to do so.

11.3 Each Member agrees that posting details of the change on the MVRC Website shall be sufficient notice for the purposes of this section 11.

12. Cancellation or Transfer of Rewards and Benefits

12.1 Rewards and Benefits made available under the Race For Awards program cannot be transferred or cancelled by the Member once they have been issued.

12.2 Members who elect not to use a Reward or Benefit once it has been issued will not be entitled to any credit or reinstatement of Points or Benefits. The Reward will be deemed forfeited.

13. Termination of Racing Rewards

13.1 The MVRC gives no warranty as to the continuing availability of Race For Awards.

13.2 Subject to section 11, the MVRC expressly reserves the right to terminate, suspend or change Race For Awards at any time without notice. These changes may affect any features of Race For Awards and these Terms and Conditions.

13.3 In the event that the Race For Awards program ceases to operate, all Race For Awards Points which have not been exchanged for available Rewards or Benefits within 30 days of the MVRC issuing a notice of the cessation to Members, will be cancelled. In addition, all Rewards and Benefits entitlements that have been accumulated in connection with the Race For Awards program will be deemed to be cancelled if they have not been issued or used by the same date.

14. Termination of Member Participation

14.1 The MVRC reserves the right at any time in its absolute discretion to suspend or terminate a Member's participation in Race For Awards.

14.2 Each Member agrees that he/she will not:

14.2.1 act in a way which breaches these Terms and Conditions;

14.2.2 transact using their Membership Card while intoxicated or act in an offensive manner toward any other Member, any MVRC staff member or any other member of the public;

14.2.3 abuse or misuse the Race For Awards Program, any Rewards, Benefits, facilities or services arrangements awarded to the Member as a result of their participation in the program;

14.2.4 engage in illegal or fraudulent activities; or supply or attempt to supply false or misleading information, or make a misrepresentation to the MVRC.

15. General

15.1 If any part of a scheduled Race meeting including any race, performance, event or any other element of the Race meeting is cancelled, abandoned, postponed or relocated, in whole or in part, due to adverse weather conditions or for any other cause beyond the MVRC's control, there is no right to refund, exchange or credit and no obligation is assumed by the MVRC for the arrangement of a substitute event, performance or any other element.

15.2 Programs, menus, duration and timing may be subject to alteration without notice. The MVRC reserves the right to vary, add, withdraw or substitute advertised programs, menus and facilities.

15.3 In the absence of manifest error, the MVRC's determination regarding any matter under these Terms and Conditions is conclusive and will not be disputed by a Member.

15.4 All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Race For Awards program are expressly excluded to the full extent permitted by law. Any liability that the MVRC may have to a Member under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to:

15.4.1 supplying, or paying the cost of supplying, the services again, or

15.4.2 replacing or repairing, or paying the costs of replacing or repairing, the goods; or

15.4.3 supplying equivalent goods or services, at the MVRC's sole discretion.

15.5 Subject to section 15.4, any liability that the MVRC may have to a Member whether for negligence, breach of contract or otherwise is limited:

15.5.1 in the case of any claim relating to Points, to crediting that number of Points to the Member's account;

15.5.1 in the case of any claim relating to a Reward, to crediting to the Member's account the number of Points published by the MVRC as required to be redeemed to claim that Reward; or

15.5.1 in any other case, providing Benefits or other goods or services to the value of the claim.

15.6 Each Member agrees that to the extent that the MVRC is required to provide notice of any matter or to publish any matter to Members under these Terms and Conditions or otherwise, posting details of that matter on the MVRC Website shall be sufficient notice (or publication as the case may be) of that matter to the Member and it is the Member's responsibility to stay up to date with the Program by regularly reviewing those matters notified/published on the MVRC Website

16. Privacy

16.1 Each Member agrees that Members' personal information will be managed in accordance with Club Rules and the MVRC's Privacy Policy as published from time to time on the MVRC Website, together

with any privacy notices issued (by the MVRC or third parties on behalf of the MVRC) in connection with the Program or specific Rewards or events.

16.2 In addition, each Member hereby consents to the personal information the MVRC or any Partner collects about the Member in connection with Race For Awards (including in connection with the Member's transactions with the MVRC or any Partners) being collected, held, disclosed and used by MVRC, its service providers and Partners for the purpose of:

16.2.1 meeting any MVRC or Partner commitments to Members;

16.2.2 disclosing that information to any third party service provider whom the MVRC or Partner engages to assist in meeting commitments to Members;

16.2.3 providing Members with tailored marketing about MVRC and third party products that MVRC considers will be of interest to Members; and

16.2.4 improving the customer service provided to Members, including by means of research, marketing, product development and planning.