Australian Turf Club Limited (ABN 81 148 157 288) ("ATC")

'On Top of the World' Lucky Draw (Lucky Draw)

GENERAL TERMS

- The promoter of the Lucky Draw is the ATC of Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, telephone: +61296638400.
- 2. The Lucky Draw is a game of chance and not skill and will be conducted randomly by computer selection.
- 3. Rules on how to enter the Lucky Draw form part of these General Terms of entry. By entering the Lucky Draw or accepting a prize, entrants agree to be bound by these General Terms.
- 4. Entry to the Lucky Draw will be refused or disqualified on or after the date of the Lucky Draw if an entrant does not comply with these General Terms. The ATC reserves the right to verify the validity of entries and disqualify any entrant for tampering, or attempting to tamper with the entry process.
- 5. Officers, management, staff and sponsors of the ATC and their immediate families are not eligible to enter the Lucky Draw.
- The Lucky Draw will take place on Tuesday 2 October 2018 at 12pm at Level 2, 11 York Street, Sydney NSW 2000..
- 7. There will be one (1) winning entrant announced at the draw.
- 8. The ATC's decision in relation to any aspect of the Lucky Draw is final and binding. No correspondence will be entered into.
- 9. Entrants must be 18 years of age or more and resident in New South Wales on the day of the Lucky Draw. The ATC may request proof of age and residential address at any time.
- 10. To be eligible for the Lucky Draw an entrant must go to
 www.theraces.com.au/ontopoftheworld
 (Website) and enter the Lucky Draw by following the instructions and providing

all required details, including name, mobile phone number, email address and postcode and submit their entry no later than 11.59pm on 30 September 2018.

- Participants may enter the Lucky Draw once only (one entry per person, per mobile phone number). If more than one entry is received from an entrant, only the first received valid entry will be valid.
- 12. The Lucky Draw entry period commences at 9.00am (AEST) on Saturday 1 September 2018 and concludes at 11.59pm on Sunday 30 September 2018 (Promotion Period). The Lucky Draw will be conducted by Trade Promotions and Lotteries Pty Ltd and scrutinised by an independent scrutineer at Level 2, 11 York Street, Sydney NSW 2000 at approximately 12.00pm (AEST) on Tuesday 2 October 2018. The winning entry will be the first valid entry randomly drawn by way of a computer database containing all valid entries.
- 13. It is a condition of accepting the prizes described below that the Winner must comply with all the terms and conditions of use of the prizes and the requirements of the supplier of each prize.
- 14. The ATC will attempt to notify the first valid draw entrant who has been selected by way of a telephone call to the mobile phone number specified in the entry of that entrant.
- 15. The first draw entrant must respond on that telephone call, or by a return telephone call, by 5pm (AEST) on Thursday 4 October 2018 to officially confirm and accept their prize. If the first draw entrant does so, he or she will be the winner.
- 16. If the first draw entrant does not respond as required above, that entrant will not be considered an eligible entrant for the Lucky Draw and the ATC will conduct a redraw at 12.00pm (AEST) on Friday 5 October 2018. The ATC will attempt to notify the first entrant drawn in the redraw by way of a telephone call to the

mobile phone number specified in the entry of that entrant by 4.00pm (AEST) on Friday 5 October 2018. That entrant must respond on that telephone call, or by a return telephone call, by 9.00am (AEDT) on Monday 8 October 2018 to officially confirm and accept their prize. If that entrant does so, he or she will be the winner.

- The winner determined under clause 15 or 16 above (Winner) will be required to provide valid and current identification in order to accept their prize.
- 18. The prize for the Winner will be each of the prizes set out below in this clause 18:

Prize	Inclusion
Accommodation	2 x nights
	accommodation for 4
	people at The Star,
	Sydney in 2 x Darling
	King rooms (2 people
	per room) on 12
	October 2018 and 13
	October 2018. This does
	not include any
	expenses or charges
	incurred during stay and
	all items not specifically
	listed below are at the
	Winner's expenses (RRP
	Value \$2,284.00)
Breakfast	Continental buffet
	breakfast for 4 people at
	Sokyo at The Star at
	7.30am on 13 October
	2018 (RRP Value
	\$152.00)
Hair & Make Up	Hair styling and makeup
Session	carried out by 3 makeup
	artists for the duration
	of 90 mins commencing
	8.30am on 13 October
	2018. This hair styling
	and makeup to be
	provided to up to 4
	people during the 90
	mins period. (RRP Value
	\$1,207.50)

Limo Transfers Vehicle transfers for 4 to Airport people from The Darling at The Star to Mascot to meet of helicopter transfer. Departure at 10.30am (AEDT) on 13 October 2018 (RRP Value \$90.00) Helicopter Transfers in EC130 Transfers Helicopter from Mascot to Royal Randwick including scenic flight over Sydney for 4 people. Departure from Mascot at 11.45am (AEDT) for arrival at Royal Randwick
12.30pm (AEDT) (RRP Value \$2,296.00)
Race Day Race Day Hospitality in
Hospitality the Oaks Lawn Marquee for 4 people on 13
October 2018. Includes general admission entry
and access to the Oaks Lawn Marquee.
Premium cocktail menu Premium beverage
package including Moët & Chandon
Racebook
Access to betting
facilities
Entertainment (Max
RRP Value \$2,380.00)
Inner Sanctum Inner sanctum race day
Race Day experience including
Experience access to the Theatre o
the Horse ahead of The
Everest (race) to meet
connections, access to
watch The Everest (race
watch The Everest (race trackside in the Owners
watch The Everest (race trackside in the Owners Enclosure for 4 people
watch The Everest (race trackside in the Owners Enclosure for 4 people (Priceless)
watch The Everest (race trackside in the Owners Enclosure for 4 people

	major artist after the
	last race (Priceless)
Limo to the Star	Vehicle transfers for 4
	people from Royal
	Randwick to The Darling
	at The Star (RRP Value
	\$110.00)
Dinner	3-Course Chef's Menu
	dinner for 4 people at
	Black Bar & Grill at The
	Star including 3-hr
	premium beverage
	package at 7.30pm on
	13 October 2018 (RRP
	Value \$740.00)

- 19. The winning entrant will be notified of the name of the ATC slot holder horse for The Everest (race) on or before 13 October 2018 (ATC Slot Holder Horse). The winning entrant will be entitled to an additional prize in the event that the one of the following events occurs:
 - a. If the ATC Slot Holder Horse wins (crosses the line first) in The Everest (race) on Saturday 13 October 2018 at Royal Randwick Racecourse then the Winner will receive an additional prize of \$50,000.
 - b. If the ATC Slot Holder Horse wins in a dead heat (crosses the line first at the same time as another horse) in The Everest (race) on Saturday 13 October 2018 at Royal Randwick Racecourse then the Winner will receive the sum of \$25,000.

No additional prize money will be awarded for any other result (first place prize only).

20. The maximum retail value of all prizes in this Lucky Draw is A\$59,259.50 but, if no additional prize is awarded under clause 19, the maximum retail value of all the other prizes in the Lucky Draw is A\$9,259.50. All prizes must be taken as offered. Prizes cannot be transferred,

On Top of the World Race Promotion Terms and Conditions FINAL

exchanged or redeemed for cash and may not be on-sold.

- 21. If it is awarded, the additional prize will be paid by electronic funds transfer to the bank account nominated by the Winner within 14 days after the Everest Race.
- 22. All prizes must be taken as offered. Prizes cannot be transferred, exchanged or on-sold.
- The results of the Lucky Draw will be published on the ATC Website (www.theraces.com.au) within 3 days of the Lucky Draw.
- 24. If a winning entrant does not comply with these General Terms and is disqualified, the ATC will be entitled to retain the intended prize for its own purposes.
- 25. All entries become the property of the ATC. Entries not completed in accordance with the conditions of entry or received after the Promotion Period has ended will not be considered. Indecipherable or incomplete entries will be disregarded. No responsibility is taken for late or misdirected entries.
- 26. The Website may not be available for access from time to time during the Promotion Period. All access to, and use of, the Website is at the individual's risk. Any contact details provided incorrectly via the Website will result in the entry being invalid.
- 27. An entrant must not enter the Lucky Draw on behalf of any other person or accept payment or other compensation from any person to enter the Lucky Draw.
- 28. If the intended prize is unavailable for any reason, the ATC may substitute a prize of equivalent or greater value subject to any written directions given under applicable law. Prizes unclaimed after a period of 3 months after the date of the original draw from the date of notification of the winner may be forfeited and used by the ATC at the discretion of the ATC.
- 29. Entrants' personal information provided in connection with this Lucky Draw will be handled by the ATC in accordance with the ATC's Privacy Policy, which is available

at

http://ww2.australianturfclub.com.au/te rms-of-use/privacy-policy.aspx. The ATC may enter all personal information and other related documentation into a database. The personal information collected is collected for the purposes of conducting the Lucky Draw and for future ATC publicity, marketing and promotional purposes. An entrant's personal information will only be used or disclosed by the ATC and its related bodies corporate, agents and contractors for these purposes. The entrant may opt out of receiving future publicity, marketing and promotional material by replying 'Stop' any received to SMS communications or by calling the ATC Department to Marketing request removal from the database on (02) 9663 8458.

- 30. Entrants agree they may be filmed, photographed and/or interviewed and that their names and images may be used by the ATC, its sponsors and other third parties for future promotional, marketing and publicity purposes unless the winner otherwise notifies the ATC at the time of accepting the prize.
- 31. The winners of the Lucky Draw agree to be available for at least two public appearances at the request of the ATC during the year following the date of The Everest (race) 2018.
- 32. If for any reason the Lucky Draw is not capable of running as planned (including, without limitation, due to infection by computer virus, tampering, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the ATC which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion), the ATC will not be liable for any failure to perform or delay in performing its obligations and reserves the right (subject to any written directions given under applicable law) to cancel, terminate, modify or suspend the

Lucky Draw. The ATC is not responsible for any malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.

- 33. The ATC makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. The ATC, and its related bodies corporate, their officers. employees, agents and sponsors will not be liable for any loss, damage, costs or personal injury whatsoever (including but not limited to direct, indirect and consequential loss, or loss of profit or any other economic loss) suffered or sustained by any person or property, by reason of any act or omission, deliberate or negligent, in connection with the Lucky Draw, the promotion and advertising of the Lucky Draw, downloading any materials in a Lucky Draw, or accepting or the use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- 34. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the ATC and which prevents the ATC from complying with these General Terms, the ATC will not be liable for any failure to perform or delay in performing its obligations and the ATC reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
- 35. These General Terms are governed by the laws of New South Wales and entrants agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
- 36. The Lucky Draw is authorised under NSW Permit No. **LTPS/18/27548**