

All Star Mile Competition Terms & Conditions

The 'Promoter' is Auckland Thoroughbred Racing ('ATR' or 'Promoter').

Entry

1. These Competition Terms & Conditions ('the T&Cs') apply to the ATR All-Star Mile competition ('the Promotion').
2. Entry is limited to 1 per person.
3. Entry can be completed online any time from 10.30am on Monday 8 January 2024 (NZDT) until 7.59pm Saturday 27 January 2024 (NZDT) at aucklandracing.co.nz.
4. Entry into the Promotion is deemed to be:
 - (a) acceptance of these T&Cs;
 - (b) acceptance of the terms and conditions applicable to the Racing Victoria 2024 All-Star Mile Competition, which are available online at the following link: <https://allstarmile.com.au/>; and
 - (c) confirmation that the entrant has the necessary authority to enter the Promotion.
5. Entry to the Promotion is free and is open to Australian and New Zealand citizens or permanent residents who are eighteen (18) years of age or older only.
6. Disqualified Participants may not enter in the Promotion.
7. A 'Disqualified Participant' is any person who, at the time of entry or at any time during the Promotion:
 - (a) is a Director, employee or committee member (which includes race day officials) of any of the following:
 - i. Racing Victoria Limited (ACN 096 917 930) ('Racing Victoria');
 - ii. Moonee Valley Racing Club (Inc) (ABN 45 806 588 917);
 - iii. Victoria Racing Club Limited (ACN 119 214 078);
 - iv. Melbourne Racing Club (ABN 96 267 203 634) ('Melbourne Racing Club');
 - v. Country Racing Victoria Ltd (ACN 112 777 714); or
 - vi. Auckland Thoroughbred Racing (NZBN 9429042868354) ('ATR').
 - (b) is an Immediate Family Member of a Director, employee, or committee member of either Racing Victoria, the Melbourne Racing Club or ATR;
 - (c) is an employee or Director of an associate or group company of Racing Victoria including but not limited to Racing.com Media Pty Ltd (ACN 643 473 376), Thoroughbred Racing Productions (Vic) Pty Ltd (ACN 131 801 851) or of 3UZ Pty Ltd (ACN 006 412 782);
 - (d) is a supplier of goods or services directly related to the administration of this Promotion, or a Director or employee thereof;
 - (e) is a licensed jockey or apprentice jockey under the thoroughbred Rules of Racing in an Australian State and/or Territory and/or New Zealand;
 - (f) is a licensed trainer of a horse(s) in the 2024 All-Star Mile (either via automatic 'Win and You're In' races or Wildcard selection);
 - (g) is serving a period of disqualification or warning off from racing under the thoroughbred, greyhound or harness Rules of Racing in an Australian State and/or Territory and/or New Zealand;

- (h) has previously served a period of disqualification or warning off from racing under the thoroughbred, greyhound or harness Rules of Racing in an Australian State and/or Territory and/or New Zealand;
- (i) is an Immediate Family Member of a person described in (g) or (h) above;
- (j) is serving a period of suspension of two (2) months or more under the thoroughbred, greyhound or harness racing Rules of Racing in an Australian State and/or Territory and/or New Zealand;
- (k) is a veterinarian that is involved in the care and/or treatment of a horse that has earned a place in the field for the 2024 All-Star Mile (either via automatic 'Win and You're In' races or Wildcard selection) either currently or in the previous six (6) months;
- (l) is an individual who won (i.e. was a Finalist or Owner Ambassador in) the 2019, 2020, 2021, 2022 or 2023 All-Star Mile Fan Competition run by Racing Victoria;
- (m) is:
 - i. a Member of Australian Parliament or employed within a Member's private office;
 - ii. a person appointed to hold any office pursuant to the *Racing Act 1958 (Vic)* or *Gambling Regulation Act 2003 (Vic)*; or
 - iii. an employee of the Victorian Government with any responsibility, authority or other association in connection with the administration of the *Racing Act 1958 (Vic)* or *Gambling Regulation Act 2003 (Vic)*; or
- (n) is an Immediate Family Member of a person described at (m) above,

For the purpose of the above, 'Immediate Family Member' includes spouses, de facto spouses, grandparents, parents (including step-parents), siblings, children (including step-children, whether natural or by adoption), and grandchildren, whether by marriage, past marriages, remarriage, adoption, cohabitation or other family extension.

- 8. The Promoter reserves the right to exclude any person from participating in the Promotion on reasonable grounds.
- 9. The Promoter reserves the right to refuse to award any prize to an entrant who the Promoter decides (in its sole discretion) has violated the T&Cs or the terms and conditions applicable to the Racing Victoria 2024 All-Star Mile Competition, gained unfair advantage in participating in the Promotion, or won using fraudulent means.
- 10. By participating, entrants grant the Promoter exclusive permission to use their names, photographs, videos, likeness and voices in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.
- 11. All entrant personal details must be valid and up to date and will be held by the Promoter and may be used for the purpose of the Promotion. They may also be used for future promotion and marketing purposes in accordance with the ATR Privacy Policy (aucklandracing.co.nz/privacy-policy/) unless otherwise directed by contestants at the time of entry. If you are drawn as a Winner or drawn as a reserve (in the case of a Winner being deemed ineligible), your personal details will be shared, and you consent to those details being shared, with Racing Victoria for the purposes of determining your eligibility for this Promotion and, in the case of a Winner, in connection with delivery of the Prize to you. Racing Victoria will use, disclose and handle your personal information in accordance with its privacy policy, available at racingvictoria.com.au/privacy-policy.

12. Personal information provided at the time of entry is presumed to be true and, in the case of email – active, through to and beyond the date of the Promotion's completion.
13. Entry in the Promotion is deemed as consent by the entrants to be contacted by the Promoter via the email address supplied.

Winning the Prize

14. Only the person who originally entered the Promotion can be awarded the prize (the 'Winner').
15. An entrant will only be eligible to be a Winner (and therefore receive a prize) if they can provide proof, to the Promoter's reasonable satisfaction, that they are eligible to win the Promotion, including but not limited to proof that they:
 - (a) are able to attend Melbourne, Australia in person from Wednesday 13 March 2024 until Sunday 17 March 2024;
 - (b) have a current valid passport; and
 - (c) are not a Disqualified Person pursuant to paragraph 7.
16. The Winner/s will be determined in the manner set out in these T&Cs.
17. Two Winners will be drawn by the Promoter on Monday 29 January 2024 from all valid entries.
18. The Promoter's determination of the Winner/s will be final, and no correspondence will be entered into.
19. The Winner/s will be notified by email and phone. Where attempts to contact the Winner fail (e.g. when the Winner cannot be contacted by email and/or phone after three attempts) the Promoter will draw another winner.
20. The Prize is not redeemable for cash or transferable.
21. No other family members, friends, work colleagues or any other person will be able to participate on the Winner's behalf.
22. In the event that the Prize specified becomes unavailable for any reason the Promoter may substitute a prize of like or equal value.
23. The Winner/s takes the Prize entirely at his/her own risk and indemnifies the Promoter and Racing Victoria in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the Prize.
24. Entry in the Promotion is deemed as consent by the Winner/s to appear in a reasonable amount of advertising and publicity by the Promoter and Racing Victoria for up to twelve (12) months after the 2024 All-Star Mile race, scheduled to be held at Caulfield Racecourse in Melbourne, Victoria on Saturday, 16 March 2024 ('2024 ASM').

The Promoter Responsibility

25. The Promoter reserves the right to amend, vary, extend, or discontinue a Promotion at any stage, for any reason.
26. The Promoter takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, force majeure

event (including but not limited to vandalism, power failures, system failures, tempests, natural disasters, inclement weather, acts of God, civil unrest, terrorism, strikes, change in law, pandemic, epidemic, public health emergency or bio-security event) or otherwise.

27. To the fullest extent permitted by law the Promoter and Racing Victoria will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning a Prize.
28. Where the Prize is to be supplied by an entity outside the Promoter's control and that entity fails, for whatever reason, to supply the Prize, the Promoter has no responsibility for the provision of the Prize and is not obliged to provide an alternative Prize or to take legal action to require the Prize supplier to provide the Prize.

Acceptance

29. Participation in the Promotion is deemed acceptance of these T&Cs.
30. If the Winner does not accept these T&Cs in full the Prize will be forfeited.

Promotion and Prize Details

31. The Promotion shall run from 10.30am Monday 8 January 2024 (NDZT) until 7.59pm Saturday 27 January 2024 (NZDT).
32. No entry will be accepted after this time.
33. The Prize supplier is Racing Victoria.
34. There will be two winners drawn and each will receive "The Prize".
35. The Prize is entry into the Racing Victoria 2024 All-Star Mile Competition ('RV Competition') as an 'ATR Owner Ambassador' (as defined in the RV Competition Terms and Conditions available online at the following link: <https://allstarmile.com.au/> ('RV T&Cs')). As an ATR Owner Ambassador pursuant to the RV T&Cs, you will receive (all values are in Australian Dollars):
 - (a) return economy class flights for two people from your nearest New Zealand capital city to Melbourne (up to a value of \$1,000 per person, \$2,000 total);
 - (b) accommodation in Melbourne for three (3) nights for two (2) people (valued at up to \$2,400);
 - (c) tickets for two (2) people to attend the Racing Victoria hosted All-Star Mile Welcome Event to be held in Melbourne, Australia on Thursday 14 March 2024 (valued at \$300 per person);
 - (d) food and beverage hospitality and entry for two (2) people to Caulfield Racecourse in Melbourne, Australia on the day of the 2024 ASM (valued at \$500 per person);
 - (e) return transfers from Melbourne Airport, Tullamarine to the accommodation in Melbourne (valued at up to \$100);
 - (f) transfers to and from the Racing Victoria hosted welcome event held in Melbourne on Thursday 14 March 2024 from the Melbourne hotel (valued at up to \$100);
 - (g) transfers to and from Caulfield Racecourse on the day of the 2024 ASM from the Melbourne hotel (valued up to \$100);

- (h) a share in the total prizemoney pool as defined in the RV Competition T&Cs (valued at AUD\$250,000) – each Winner's share will be a minimum of AUD\$2,500 and a maximum of AUD\$100,000, with each Winner's share determined in accordance with the RV Competition T&Cs.
36. The dates of travel for Prize Winners are:
- (a) to Melbourne: either Wednesday 13 March or Thursday 14 March 2024 pending availability in the departure city and requirements of the Promoter and/or Racing Victoria with respect to the ATR Owner Ambassador (including the Winners attendance at the welcome event noted above); and
 - (b) from Melbourne: Sunday 17 March 2024.
37. The Prize does **not** include:
- (a) travel insurance;
 - (b) transfers to and from the airport in your nearest New Zealand capital city; or
 - (c) any other ancillary costs including without limitation meals, taxes (excluding airline and airport taxes), items of a personal nature and in-room charges.
38. Winners and their guest must depart from and return to the same departure point and travel together. Itinerary to be determined by the Prize supplier in its absolute discretion. Frequent flyer points will not form part of the Prize. Travel elements of the Prize are subject to the standard terms and conditions of individual providers. Winners may be required to present their credit card at time of accommodation check in. Winners and their guest/s must ensure that they have valid documentation for travel which meet the requirements of any government authorities at the destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their guest. If the Winner or their guest are refused entry for any reason or prior to their departure, they will forfeit the Prize and no compensation or substitute will be offered.

Prize Conditions

39. A right to receive a Prize is not transferable or exchangeable. 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.
40. In the event that the 2024 ASM is abandoned and transferred to another date, time and place at the Prize supplier's sole discretion, the Prize supplier is under no obligation to provide the attendance, hospitality, travel and accommodation components of the Prize to the Winners where those components have already been provided.
41. The cash prize referred to in paragraph 35(h) will be provided to the Winners within thirty (30) days of the running of the 2024 ASM.