

**2020 MYER FASHIONS ON YOUR FRONT LAWN  
NATIONAL COMPETITION – MEN’S RACEWEAR CATEGORY  
TERMS AND CONDITIONS OF ENTRY**

(current as at 10 September 2020)

1. The promotion is called “2020 Myer Fashions on your Front Lawn National Competition – Men’s Racewear” (**Promotion**).
2. Information on how to enter and on prizes form a part of these terms and conditions of entry. Entry into the Promotion is deemed to be acceptance of these terms and conditions. Separate terms and conditions apply for Contestants who win through to the 2020 Myer Fashions on the Field Men’s Racewear National Final (**National Final**).
3. The Promoters are Victoria Racing Club Limited ACN 119 144 078, 448 Epsom Rd, Flemington, VIC, 3031 (**VRC**) and Myer Pty Ltd ACN 004 143 239, Level 7, 800 Collins Street Docklands, VIC, 3008 (**Myer**) (collectively the **Promoter(s)**).
4. This is a game of skill. Chance plays no part in determining the winner(s).

**ELIGIBILITY TO ENTER AND ELIGIBILITY CRITERIA**

5. Entry and registration for the Promotion is open to residents of Australia. The following persons are ineligible to enter the Promotion: a) employees, directors, officers, management, contractors and other representatives of the Promoters, host race clubs, and organisations involved in, or sponsoring, or conducting the Promotion or any other Myer Fashions on your Front Lawn or Myer Fashions on the Field event; b) individuals (including judges) involved in, or sponsoring, or conducting the Promotion or any other Myer Fashions on your Front Lawn or Myer Fashions on the Field event; and c) immediate family members and households of any such persons.
6. Contestants entering the Promotion (**Contestants**) are ineligible enter this Promotion if they enter the 2020 Myer Fashions on your Front Lawn Millinery Award and/or Emerging Designer Award competitions conducted during the 2020 Melbourne Cup Carnival, as a milliner or a designer. Similarly, any person who is in any way involved with, works as or otherwise works for an organisation or individual (including milliners or designers) that commercially produces fashion clothing, hats or similar for profit, and is deemed to receive an advantage through that position (at VRC’s discretion), is also ineligible to enter any competitions (including the National Final) associated with the 2020 Myer Fashions on your Front Lawn and Myer Fashions on the Field Men’s Racewear competition. If a Contestant is participating in the Millinery Award and/or Emerging Designer Award as a model for a milliner or designer Contestant, no item of clothing, headwear or accessory worn in the Millinery Award and/or Emerging Designer Award may be worn in the Promotion (and vice versa). Contestants may (at the absolute discretion of the Promoters) be disqualified from the Promotion and any future Myer Fashions on your Front Lawn or Myer Fashions on the Field competitions if any such items are found to be used in both the Promotion and the Millinery and/or Emerging Designer Award.
7. Contestants must not be dressed by or styled by a designer or milliner. Any Contestant found to be dressed by or styled by a designer or milliner will be automatically disqualified (at the Promoter’s discretion).
8. Contestants must be 18 years of age or over on the day of the judging of the Promotion. The Promoters may require proof of age to be provided at the time of registration.
9. Contestants who enter the 2020 Myer Fashions on your Front Lawn National Competition – Men’s Racewear are ineligible to enter the 2020 Myer Fashions on your Front Lawn National Competition – Women’s Racewear (also includes National Finals) and vice versa.
10. Neither Contestants nor their outfits are permitted to commercially promote a brand, store, or designer.
11. Contestants may not enter the Promotion on behalf of a third party, nor receive any payment or benefit from a third party for entering (or otherwise in connection with) the Promotion.
12. The winner of the 2019 Myer Fashions on the Field Men’s Racewear Final is ineligible to enter the Promotion.
13. Each Winner of the current Promotion will not be permitted to enter any Myer Fashions on your Front Lawn on you Myer Fashions on the Field Men’s Racewear competition in 2021.

14. The Promotion will be conducted during the Promotion Period by Contestants following the entry procedure noted below. All valid entries received will be accepted into the Promotion.
15. Entry may be refused if a Contestant does not meet one or more of the Judging Criteria (identified below) or the Eligibility Criteria (identified in this section) or breaches these terms and conditions. Contestants are required to take full responsibility for their entry and for ensuring that their entry complies with these terms and conditions. Incomplete or illegible entries will be deemed invalid.
16. If an entry is invalid or if a Contestant is unable or refuses to take part in any element of this Promotion, the Promoters reserve the right to discard that Contestant's entry and proceed as if that Contestant had not entered the Promotion.
17. If the Promoters become aware after a Contestant has won a Prize, that the Contestant has not complied with these terms and conditions or that their entry is otherwise invalid for any reason, that Contestant will have no entitlement to the Prize, even if the Promoters have announced them as a winner and that Contestant will be required, at the direction of the Promoters, to return, refund or otherwise make restitution of the Prize.
18. Contestants must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoters, the Promotion, any other Myer Fashions on your Front Lawn or Myer Fashions on the Field event or other Contestants or models at any time. If a Contestant is seen or heard to be doing so they will be immediately disqualified from the Promotion and all other competitions run or promoted by the Promoter in 2020 and 2021.
19. Unless expressly stated in these terms and conditions, all travel and accommodation expenses incurred by a Contestant in relation to the Promotion are the sole responsibility of the Contestant.

#### ENTRY PROCEDURE

20. Contestants must enter the Promotion between 9:00am on Saturday 12 September 2020 and 11:59pm Saturday 10 October 2020 if you reside in the Australian Capital Territory, Northern Territory, South Australia, Tasmania and Western Australia and between 9:00am on Saturday 12 September 2020 and 11:59pm on Saturday 17 October 2020 if you reside in New South Wales, Queensland and Victoria (**Promotion Period**) in their chosen outfit to participate in the Promotion.
21. The Promotion is available for the states and territories of Victoria, New South Wales, South Australia, Tasmania, Queensland, Western Australia, Australian Capital Territory and the Northern Territory (**State(s)**).
22. The Contestant must be a resident of their applicable State to be eligible participate in the Promotion. Any Contestant that cannot prove that they are residents of their applicable State, the Promoter may, in its absolute discretion, remove the Contestant from either of the Promotions.
23. To participate in the Promotion, Contestants must submit a series of images of themselves wearing their race day outfit. Contestants must attempt, where possible, to capture the images in an outdoor location and ensure that details of their outfits are captured.
24. Contestants may enter the Promotions four times only over the Promotion Period, so long as the Contestant wears a different outfit in each entry. For the avoidance of doubt, a different outfit means different clothing, headwear and millinery, however, accessories such as: shoes, bags, jewellery and belts are able to be worn across different entries. If a Contestant enters more than four times, all entries after the fourth will be deemed void by the Promoter, and not valid entries into the Promotion.
25. Contestants must then complete and submit an online entry form at **fashionsonyourfrontlawn.com.au (FOYFL Website)** along with three other images (**Selected Images**) that best portray the Contestant's outfit for judging. The Promoter may retouch the Selected Image to fit to required specifications.
26. The Promoters may upload an assortment of Selected Images of chosen Contestants along with their first name and details of their outfit onto the FOYFL Website during the Promotion Period, at the Promoters' discretion.
27. The Promoters reserve the right to not upload or remove any Contestant's Selected Images at their ultimate discretion, including if, in the opinion of either Promoter, the Selected Images include objectionable content, profanity or are potentially insulting, inflammatory or defamatory.

28. Any Contestant who tampers with the entry process or submits an entry (including any entry judged as a winning entry) that is not in accordance with these terms and conditions or who has in the opinion of the Promoters, engaged in unlawful or improper conduct that is designed to jeopardise the fair and proper conduct of the Promotion or is generally damaging to the goodwill or reputation of the Promoters, will be deemed ineligible to enter the Promotion and their Selected Images will be removed from the FOYFL Website (if they have been uploaded by the Promoters).
29. All Contestants who have opted-in to entering the Promotion will be judged by the Promoters' Representatives in accordance with the below Judging Criteria. All Contestants may be required to participate, in the Promoter's absolute discretion, in media opportunities including but not limited to, interviews, video recordings or any other medium as required by the Promoter.
30. Representatives of the Promoters will pick a selection of top contestants (minimum of 5) for each State Competition based off the Selected Images. The top contestants from each State Competition will then be judged by a panel of judges as determined by the Promoters, based off the Selected Images, in accordance with clauses 322 to 346 below.
31. By entering the Promotion, each Contestant acknowledges that the Promoters will own the copyright in all photographs and Selected Images produced as part of the Promotion, and may use such photographs or Selected Images as they see fit, including in any marketing, media or promotional materials.

#### JUDGING & JUDGING CRITERIA

32. The Judging Criteria for the Promotion are as follows:
  - a) style and originality;
  - b) appropriateness of the outfit for the 2020 Myer Fashions on your Front Lawn Men's Racewear Competition and 2020 Melbourne Cup Carnival and the individual;
  - c) attention to detail with accessories (eg. hat, flower etc);
  - d) understanding and interpretation of current fashion trends;
  - e) grooming and deportment; and
  - f) suitability of the outfit for the climate.
33. The Promoters will select the judging panel and each valid entry will be judged based on the Judging Criteria (as interpreted by the judges in their absolute discretion). The judges' decision is final and binding on every Contestant and no correspondence will be entered into.
34. A National Finalist will be selected for each State based on the Judging Criteria, and will be notified by the Promoters on or around 4 days after the Promotion (or such other date as notified by the Promoters). Each National Finalist may also be announced on the FOYFL Website, in email communications to Contestants from the Promoters and on the Promoters' social media accounts on or around 4 days after the Promotion.
35. If a Contestant is selected as a National Finalist, they are not permitted to make any alterations or additions to any of the garments (including accessories and headwear) worn in the Selected Images. Breach of this condition may result in the Contestant being disqualified from the Promotion.
36. All National Finalists will be required, as determined by the Promoters, to be filmed or recorded in an interview, media package and/or demonstration relating to this Promotion and their successful outfit.

#### PRIZES

37. Prizes will be awarded to the National Finalist of each State as listed below (all prizes listed collectively being the **Prize/s**). Total Prize value is up to \$14,000 (incl GST). GST does not apply to the issuing of Gift Cards.

**NATIONAL FINALIST:** The best dressed Contestant entry (one from each State), as determined by the judges in accordance with the Judging Criteria, will win:

- a) Myer gift card to the value of \$1,000<sup>^</sup>.
- b) Antler luggage voucher to the value of \$750\*.

**(First Prize)**

<sup>^</sup>Myer Voucher - Terms and conditions apply – refer to Clause 45 of these Terms and Conditions

\*Antler Voucher - Terms and conditions apply – contact Antler for further details.

38. Contestants must, at the Promoters' reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding the Promotion or the winning of any prize, free of charge.
39. Each National Finalist must be available for a minimum of six (6) additional promotional appearances if reasonably required by the Promoters during 2020/2021. The VRC will arrange reasonable and appropriate transportation to any such promotional appearances.
40. Each National Finalist agrees that when competing in the 2020 National Final, they will comply with the terms and conditions of the National Final.
41. Unused portions of Prizes will be forfeited and no compensation will be paid in lieu of that element of the Prize. The Prize must be taken as offered and cannot be varied unless authorised by the Promoters. The Prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoters accept no responsibility for any variation in Prize value.
42. Where Prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.
43. Except to the extent required by any law, including the Australian Consumer Law, the Promoter and its associated companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize or the failure of any Prize to be of acceptable quality.
44. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
45. If the Prize includes Myer Gift Cards, Gift Cards are treated like cash. Lost or stolen Gift Cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire three years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. For full terms of use and full details concerning applicable exclusions, visit [www.myer.com.au](http://www.myer.com.au) or call 1300 398 226. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.
46. If a prize involves a winner attending and event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoters' discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter).
47. Prizes must be claimed in accordance with any claim instructions provided by the Promoter.
48. If a Prize is not accepted by, or failing all reasonable efforts by the Promoters, is not delivered to the Prize winner, the relevant winner's entry will be deemed invalid.
49. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
50. Prizes are subject to change at the discretion of the Promoters subject to State and Territory regulations.

#### **PERSONAL DETAILS, INTELLECTUAL PROPERTY AND CONSENTS**

51. The Promoters may collect personal information provided by Contestants when entering or participating in the Promotion (including without limitation the Contestant's name, address, phone number, age, email, other information provided in registration forms, photography, footage or other recordings of Contestants, information obtained from any Promotion partners, or information provided by Contestants when submitting any questions or queries regarding the Promotion) or by Contestants doing anything in connection with this Promotion.
52. The personal information will be used for the purposes of facilitating the Promotion, unless otherwise specified at the time of collection. Contestants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation.

53. If the personal information requested is not provided, the Contestant may be excluded from the Promotion.
54. Each Promoter will handle personal information disclosed by the Contestant in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and the terms of its privacy policy. Myer's privacy policy is available at [www.myer.com.au](http://www.myer.com.au). VRC's privacy policy is available at [www.vrc.net.au](http://www.vrc.net.au). If you wish to access your personal information or make a privacy complaint, you may contact the Promoter's Privacy Officer separately as provided in each Promoter's privacy policy.
55. All entries will be entered into a database upon registration, and the Contestant agrees that unless they have "opted-out", the Promoter may also use personal information for future promotional, marketing, publicity and research purposes, including keeping the Contestant informed of the latest VRC news, events, promotions, surveys and offers. If applicable, unless the Contestant has opted-out, their personal information may also be disclosed to the Promoter's partners and sponsors to enable communication for specific purposes, including but not limited to, marketing. Contestants may access the information that the Promoter holds about them, or request to "opt-out" of future communications by contacting Customer Service on 1300 727 575.
56. Contestants represent and warrant that, in relation to all materials submitted by the Contestant for the purposes of the Promotion, including but not limited to the Selected Images (**Submission Materials**):
- the Submission Materials do not infringe any other intellectual property rights or personal rights of any third party, and the Contestant indemnifies the Promoter from any or all claims, actions, demands, suits and allegations of infringement of the rights in the Submission Materials, and from any and all losses, damages, judgments and expenses arising from them;
  - it will procure for the benefit of the Promoter, and must do so upon request by the Promoter, an undertaking from any holder of "moral rights" (as that term is defined in the *Copyright Act 1968* (Cth) in the Submission Materials not to enforce any of their moral rights in the Submission Materials, and the holder's consent to the acts set out in clause 58 with respect to the Submission Materials.
57. Contestants grant to the Promoter a perpetual, irrevocable, non-exclusive, royalty free, sublicensable licence to use the Submission Materials, including all intellectual property rights in the Submission Materials, in all media worldwide for any purpose and the Contestant will not be entitled to any fee for such use.
58. Contestants acknowledge and consent to: (i) the Promoter's use of the Submission Materials without any attribution of the Contestant's authorship; (ii) the Submission Materials being altered and/or varied in any way by the Promoter, as it sees fit, whether or not such alteration results in a material distortion of the Submission Materials, or is prejudicial to the honour or reputation of the Contestant; and/or (iii) the Promoter falsely attributing authorship of any Submission Material(s).
59. By entering the Promotion, each Contestant:
- consents to their image, name, character, likeness, voice or anything else that identifies them (**Identifiers**) being broadcast, filmed, photographed or otherwise recorded (without compensation, reward, or any other rights) while participating in the Promotion, or in taking or using any prize;
  - consents to the use of their Identifiers in any marketing, broadcast, promotional or other materials developed by or on behalf of any of the Promoters (**Materials**) or any matter incidental to the Promotion (including use by the Promoters contractors, agents and their respective sub-contractors);
  - acknowledges and agrees that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoters and that the Promoters will have the exclusive right to use, reproduce, broadcast, transmit, distribute, exploit, publish (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), edit, alter or otherwise change the Materials for the purposes above, without compensation;
  - releases each Promoter from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and e) waives, in favour of each Promoter, any rights in the nature of moral rights as defined in the *Copyright Act 1968* (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by any Promoter which may infringe such moral rights.

**GENERAL**

60. All entries become the property of the Promoters when submitted.
61. Registrations will be deemed to be accepted at the time the entry is received in the registration database and not at the time of transmission or submission. No responsibility will be taken for incomplete, late or lost entries. The Promoters are not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof.
62. If the Promotion is not capable of being run, the Promoters will not be liable for any loss or damage of any kind to Contestants arising out of any resultant action taken by the Promoters.
63. Unless required by any law, including the Australian Consumer Law, the Promoters, and its respective officers and employees, its agents, its contractors, its associated entities and their respected officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of Contestant details and determination of the winner(s)), promotion of this Promotion, use or acceptance of the Prize or the Prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
64. If requested by the Promoters, any Contestant or winner (and their companion(s)), if applicable) (or if a Contestant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoters) in favour of all parties involved in this Promotion and/or providing the Prize prior to undertaking any specified activities forming part of the Promotion, acceptance or use of the Prize or the Prize itself. If any Contestant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoters, within the time requested by the Promoters, the relevant Contestant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Prize will be deemed unclaimed.
65. If other entities are conducting the Promotion in conjunction with the Promoters, the Promoters are not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize, determination of the winner and promoting the Promotion.
66. The Promoters may at their absolute discretion prohibit a Contestant's participation in this Promotion, cancel or suspend a Prize or cease to provide any Prize to a winner if the Contestant or winner or any companion(s) are, in the reasonable opinion of the Promoters:
  - (a) in breach of these terms and conditions;
  - (b) under the influence of alcohol or drugs;
  - (c) engaging in criminal behaviour;
  - (d) behaving aggressively, disruptively, or in any other inappropriate manner;
  - (e) engaging in conduct that is misleading, deceptive or contrary to law; or
  - (f) engaging in any other conduct or behaving in any other manner which might reasonably be expected to adversely affect the image of, or otherwise diminish the good name and reputation of the Promotion, the Promoters or their products and brands, Contestants, Sponsors or any of their respective events, good or services.
67. If the Contestant or Winner engages in any conduct under clause 666 the Promoter in its sole discretion, may prohibit the Contestant or Winner from participating in future Fashions on your Front Lawn or Myer Fashions on the Field events conducted or promoted by the Promoter.
68. The Promoters' decisions in connection with the Promotion are final and no correspondence will be entered into.
69. These terms are governed by the laws of Victoria, Australia. Each Contestant submits to the exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these terms and conditions and waives any rights to claim that those courts are an inconvenient forum.