



LOVE LETTER TO CUP WEEK COMPETITION TERMS AND CONDITIONS OF ENTRY

(current as at 5 October 2020)

1. The promotion is called “Love Letter to Cup Week” (**Promotion**).
2. Information on how to enter and on prizes forms part of these terms and conditions of entry. Entry into the Promotion is deemed to be acceptance of these terms and conditions.
3. The Promoter is Victoria Racing Club Limited ACN 119 144 078, 448 Epsom Rd, Flemington, VIC, 3031 (**VRC**) (the **Promoter**).
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 all residents of Australia, aged 18 years or over on the day of entering the Promotion. The Promoter may require proof of age at the time of entry. The following persons are ineligible to enter the Promotion: a) employees, directors, officers, management, contractors and other representatives of the Promoter, host race clubs, and organisations involved in, or sponsoring, or conducting the Promotion; b) individuals (including judges) involved in, or sponsoring, or conducting the Promotion; and c) immediate family members and households of any such persons.
6. The Promotion will be conducted during the Promotion Period outlined below in clause 12.
7. The Promotion will be entered by entrants (**Entrants**) following the entry procedure noted below in clause 12 to 22. All valid entries received will be accepted into the Promotion.
8. Entry may be refused if an Entrant does not meet one or more of the Judging Criteria (identified below), the Eligibility Criteria (identified in this section) or breaches these terms and conditions. Entrants 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.
9. If an entry is invalid or if an Entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that Entrant’s entry and proceed as if that Entrant had not entered the Promotion.
10. If the Promoter becomes aware after a Entrant has won a Prize, that the Entrant has not complied with these terms and conditions or that their entry is otherwise invalid for any reason, that Entrant will not be entitled to the Prize, even if the Promoter has announced them as a winner and that Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
11. Entrants must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoter, the Promotion, any other Victoria Racing Club event at any time. If an Entrant is found 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.

ENTRY PROCEDURE

12. Entrants must enter the Promotion between 12:01am AEDT on Friday 9 October and 5:00pm AEDT Tuesday 27 October 2020 (**Promotion Period**) to participate in the Promotion.
13. 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)**).
14. The Entrant must be a resident of their applicable State to be eligible participate in the Promotion. Any Entrant that cannot prove that they are residents of their applicable State, the Promoter may, in its absolute discretion, remove the Entrant from either of the Promotions.
15. To participate in the Promotion, Entrants must write a personal Love Letter to Cup Week (**Love Letter**) in 350 words or less in the form of a letter, poem or song and then complete and submit an online entry form at cupweek2020.com.au (**Website**) along with uploading their Love Letter for judging.
16. The Promoter will select 4x Love Letters each week of the Promotion based on the content of the Love Letter to win the weekly prize.
17. The Promoter may upload an assortment of Love Letters along with the Entrants first name onto the Website or read out live on air during 3AW’s Breakfast with Ross and Russell during the Promotion Period, at the Promoter’s discretion.
18. The Promoter reserves the right to not upload or remove any Entrants Love Letters at their ultimate discretion, including if, in the opinion of the Promoter, the Love Letters include objectionable content, profanity or are potentially insulting, inflammatory or defamatory.
19. Any Entrant 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 Promoter, 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 Promoter, will be deemed ineligible to enter the Promotion and their Love Letters will be removed from the Website (if they have been uploaded by the Promoter).

20. All Entrants who have entered the Promotion will be judged by the Promoter's Representatives in accordance with the below Judging Criteria. All Entrants may be asked 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.
21. Representatives of the Promoter will pick a selection of top Entrants (**Finalists**) at the conclusion of the Promotion Period based on the content of the Love Letters. The Finalists will then be judged by a panel of judges as determined by the Promoter, based on the Love Letters in accordance with clauses 23 and 24 below.
22. By entering the Promotion, each Entrant acknowledges and agrees that the Promoter will own the copyright in all Love Letters produced as part of the Promotion, and may use the Love Letters as they see fit, including in any marketing, media or promotional materials.

JUDGING & JUDGING CRITERIA

23. The Promoter will select the weekly and major prize winners based on the content of the Love Letters.
24. The Promoter will select the judging panel and each valid entry will be judged by the judges in their absolute discretion. The judges' decision is final and binding on every Entrant and no correspondence will be entered into.

PRIZES

25. Prizes will be awarded to the winners as listed below (all prizes listed collectively being the (**Prize/s**)). Total Prize value is up to \$3,749.80 (incl GST). GST does not apply to the issuing of Gift Cards.

Weekly Winners:

The 4x best Love Letters as judged by the Promoter during each week of the Promotion will win: Myer gift card to the value of \$100[^] (**Weekly Winner**)

Major Prize Winner:

The letter voted by the Promoter as the overall winner at the conclusion of the Promotion will receive:

- a) A TCL TV package valued at \$1,000 +
- b) A \$500 Myer voucher [^]
- c) A food & drink hamper delivered to your home for Lexus Melbourne Cup Day to the value of \$500
- d) A Lexus Melbourne Cup Day styling package from Party with Lenzo valued at \$149.80

[^]Myer Voucher - Terms and conditions apply – refer to Clause 32 of these Terms and Conditions

+ TCL TV package - Terms and conditions apply – refer to Clause 33 of these Terms and Conditions

26. Entrants must, at the Promoter's 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.
27. Each winner must be available for a minimum of six (6) additional promotional appearances if reasonably required by the Promoter during 2020/2021. The Promoter will arrange reasonable and appropriate transportation to any such promotional appearances.
28. 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 Promoter. The Prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoter accepts no responsibility for any variation in Prize value.
29. Where Prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoter, the Promoter is not liable.
30. 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.
31. 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.
32. 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 or call 1300 398 226. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.

33. Prize includes a TCL package, the prize winner agrees that the package will only be delivered to an address within Australia. TCL will use their best endeavours to deliver the package as soon as possible following the announcement of prizes, however, this may vary depending on the shipping location.
34. Prizes must be claimed in accordance with any claim instructions provided by the Promoter.
35. If a Prize is not accepted by, or failing all reasonable efforts by the Promoter, is not delivered to the Prize winner, the relevant winner's entry will be deemed invalid.
36. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
37. Prizes are subject to change at the discretion of the Promoter subject to State and Territory regulations.

PERSONAL DETAILS, INTELLECTUAL PROPERTY AND CONSENTS

38. The Promoter may collect personal information provided by Entrants, when entering or participating in the Promotion (including without limitation the Entrant's name, address, phone number, age, email, other information provided in registration forms, photography, footage or other recordings of Entrants, information obtained from any Promotion partners, or information provided by Entrants when submitting any questions or queries regarding the Promotion) or by Entrants doing anything in connection with the Promotion.
39. The personal information will be used for the purposes of facilitating the Promotion, unless otherwise specified at the time of collection. Entrants personal information may also be provided to third parties (including prize suppliers) for the purpose of administering the Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation.
40. If the personal information requested is not provided, the Entrant may be excluded from the Promotion.
41. The Promoter will handle personal information disclosed by the Entrant in accordance with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and the terms of its privacy policy. The Promoter's privacy policy is available at 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 the privacy policy.
42. All entries will be entered into a database upon registration, and the Entrant 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 Entrant informed of the latest VRC news, events, promotions, surveys and offers. If applicable, unless the Entrant 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. Entrants 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.
43. Entrants represent and warrant that, in relation to all materials submitted by the Entrants for the purposes of the Promotion, including but not limited to the Love Letters (**Submission Materials**):
 - a) the Submission Materials do not infringe any other intellectual property rights or personal rights of any third party, and the Entrant 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; and
 - b) they 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 59 with respect to the Submission Materials.
44. Entrants 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 Entrants will not be entitled to any fee for such use.
45. Entrants acknowledge and consent to: (i) the Promoter's use of the Submission Materials without any attribution of the Entrant'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 Entrant; and/or (iii) the Promoter falsely attributing authorship of any Submission Material(s).



46. By entering the Promotion, each Entrant:
- a) 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;
 - b) consents to the use of their Identifiers in any marketing, broadcast, promotional or other materials developed by or on behalf of any of the Promoter (**Materials**) or any matter incidental to the Promotion (including use by the Promoter's contractors, agents and their respective sub-contractors);
 - c) acknowledges and agrees that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoter and that the Promoter 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;
 - d) releases the 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 the 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 the Promoter which may infringe such moral rights.

GENERAL

47. All entries become the property of the Promoter when submitted.
48. 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 Promoter is 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.
49. If the Promotion is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to Entrants arising out of any resultant action taken by the Promoter.
50. Unless required by any law, including the Australian Consumer Law, the Promoter, and its respective officers and employees, agents, contractors and associated entities 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 Entrant 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).
51. If requested by the Promoter, any Entrant or winner (and their companion(s)), if applicable) (or if a Entrant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) 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 Entrant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoter, within the time requested by the Promoter, the relevant Entrant 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.
52. If other entities are conducting the Promotion in conjunction with the Promoter, the Promoter is 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.
53. The Promoter may in its absolute discretion prohibit an Entrant's participation in the Promotion, cancel or suspend a Prize or cease to provide any Prize to a winner if the Entrant or winner or any companion(s) are, in the reasonable opinion of the Promoter:
- (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 Promoter or its products and brands, Entrants, Sponsors or any of their respective events, good or services.



54. If the Entrant or Winner engages in any conduct under clause 53 the Promoter in its sole discretion, may prohibit the Entrant or Winner from participating in future Victoria Racing Club events conducted or promoted by the Promoter.
55. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.
56. These terms are governed by the laws of Victoria, Australia. Each Entrant 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.