



**Promotion Schedule:**

<b>A. Event:</b>	Myer Fashion on your Front Lawn – Cup Week Costumes ( <b>'Promotion'</b> )
<b>B. Eligible Entrants</b>	Entrants must be residents of Australia. Entrants can enter the Promotion individually or as part of a group.
<b>C. Promotion Period</b>	<b>Entries Open:</b> 9:00am (AEDT), 31 October 2020 <b>Entries Close:</b> 11:59pm (AEDT), 5 November 2020  the ( <b>'Promotion Period'</b> )
<b>D. How to Enter:</b>	<p>During the Promotion Period, Eligible Entrants may enter the Promotion via two different methods:</p> <p>Eligible Entrants can upload a permanent photo to their Instagram account (excluding stories) that:</p> <ul style="list-style-type: none"> <li>• showcases their outfit that displays their interpretation of Cup Week Costumes attire;</li> <li>• uses the hashtag #cupweekfashion and #cupweekcostumes in the caption; and</li> <li>• mentions @FlemingtonVRC in the caption.</li> </ul> <p>To be eligible to enter, Eligible Entrants must have their account on public in order for the photo to be viewed. Entrants can post as many images as they like.</p> <p><b>or</b></p> <p>Eligible Entrants may complete and submit an online entry form at <a href="http://flemington.com.au/FOYFL">flemington.com.au/FOYFL</a> or <a href="http://www.cupweek2020.com.au">www.cupweek2020.com.au</a> (<b>"Website/s"</b>) along with their selected image that:</p> <ul style="list-style-type: none"> <li>• showcases their outfit that displays their interpretation of Cup Week Costumes attire; and</li> <li>• select Cup Week Costumes from the category drop down menu.</li> </ul> <p>Together the (<b>"Entry Materials"</b>).</p> <p>For the avoidance of doubt, there is no limit on the number of entries that an Eligible Entrant may enter.</p>
<b>E. Selection:</b>	<p>The Promoter will select the judging panel for the Promotion and each validly entered entry will have their Entry Material judged on the following selection criteria (<b>Selection Criteria</b>) (as interpreted by the judges in their absolute discretion):</p> <ul style="list-style-type: none"> <li>- Style, creativity and originality;</li> <li>- Interpretation of the theme; and</li> <li>- Sense of fun.</li> </ul> <p>The Promoter will select the top entrants (a maximum of 10) who best reflect the Selection Criteria (the <b>"Finalists"</b>).</p> <p>From the Finalists, the judges will select the Winner which best reflects the Selection Criteria. The judges will also rank additional entries as Runner-Up, Second Runner-Up and so on in case the first chosen winner is ineligible to receive their prize.</p> <p>The judge's decision is final and binding on every Entrant and no correspondence will be entered into.</p> <p>In the event of a draw, the Promoter's adjudicator (a VRC representative) will determine the winner.</p>



	<p>The top three entries, as selected by the judges and notified by the Promoter, on Friday 6<sup>th</sup> November 2020 will be required to participate in a live cross, in their outfit.</p> <p>The Winner, Runner-Up and Second Runner-Up will be announced in a live cross during the Network 10 broadcast on Seppelt Wines Stakes Day, Saturday 7 November 2020. The top three entries will also be notified, by the Promoter, via direct message to their Instagram profile or via the email address provided by the entrant.</p> <p>Prizes will be announced on the day of the competition but will not be distributed to the Winner, Runner-Up and Second Runner-Up Entrants until after a day after Seppelt Wines Stakes Day, Saturday 7 November 2020 as determined by the Promoter, but no later than 31 December 2020.</p>
<b>F. Prize/s:</b>	<p><b>Winner</b> The Winner of the Promotion will receive:</p> <ul style="list-style-type: none"><li>• A TCL TV packaged valued at \$3,000.+</li><li>• A Myer gift card to the value of \$1,000. ^</li><li>• An Antler luggage voucher to the value of \$1,000. *</li></ul> <p><b>Runner-Up</b> The Runner-Up will receive:</p> <ul style="list-style-type: none"><li>• A Myer gift card to the value of \$500. ^</li><li>• An Antler luggage voucher to the value of \$500. *</li></ul> <p><b>Second Runner-Up</b> The Second Runner-Up will receive:</p> <ul style="list-style-type: none"><li>• A Myer gift card to the value of \$250. ^</li><li>• An Antler luggage voucher to the value of \$250. *</li></ul> <p><small>^ <b>Myer Voucher</b> - Terms and conditions apply - refer to Clause 31 of these Terms and Conditions + <b>TCL TV Package</b> – Terms and conditions apply – refer to Clause 32 of these Terms and Conditions * <b>Antler Voucher</b> - Terms and conditions apply – contact Antler for further details.</small></p>
<b>G. Rejudging (if unclaimed):</b>	<p>If any of the prizes are left unclaimed by 5:00pm Monday 7 December 2020 (AEDT), the prize will awarded to the next placed Eligible Entrant, as determined by the Promoter in their absolute discretion.</p> <p>For the avoidance of doubt, if the winner does not claim their prize by 5:00pm Monday 7 December 2020 (AEDT), it will be awarded to the Runner-Up and the Runner-Up Prize will be awarded to the Second Runner-Up and so on.</p>



### **Promotion Terms:**

1. These Promotion Terms and the Promotion Schedule provide information on prizes and how to participate and together form the Terms and Conditions of Entry. By participating in this Promotion you agree to be bound by these Terms and Conditions of Entry.
2. To the extent of any inconsistency between the Promotion Terms and the Promotion Schedule, the terms of the Promotion Schedule will prevail.
3. The Promoter is Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington, VIC 3031 and Myer Pty Ltd ACN 004 143 239, Level 7, 800 Collins Street Docklands, VIC, 3008 (collectively the “**Promoter(s)**”).
4. Entry is only open to Eligible Entrants listed at Item B (“Eligible Entrants”, “entrant”). 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.
5. Entry may be refused if an Entrant does not meet one or more of the Eligibility Criteria (identified in Item B) 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.
6. By entering the Promotion, each Entrant acknowledges that the Promoters will own the copyright in all photographs and Entry Materials submitted as part of the Promotion and produced as part of the Promotion, and may use such photographs or Entry Materials as they see fit, including in any marketing, media, broadcast or promotional materials.
7. Neither Entrants nor their outfits are permitted to commercially promote a brand, store, or designer.
8. Entrants must not receive any compensation from a third party for participating in this Promotion.
9. Entrants are not permitted to alter or edit the outfit depicted in their Entrant Materials at any time from the beginning until the end of the Promotion.
10. To enter the Promotion, Eligible Entrants must follow the instructions detailed under Item D.
11. The Promoter will automatically enter every Eligible Entrant into the Promotion.
12. Incomplete, inaccurate, illegible or photocopied entries will be deemed invalid. The Promoter accepts no responsibility for lost, late or misdirected entries. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or submits inaccurate details.
13. The use of any automated software or any other mechanical or electronic means that permits the participant automatically to enter repeatedly is prohibited (“Repeat Entry Device”). If the Promoter reasonably believes that an entrant is using any Repeat Entry Device, the Promoter may disqualify that entrant without notice.
14. Entry via Instagram is free. However, any costs associated with accessing Instagram is the responsibility of the entrant. The Promoter is not responsible for any other costs associated or incurred as a result of the entrant’s entry into the Promotion.



15. The Promoter reserves the right, in its absolute discretion, to disqualify at any time:
  - a) any entry (including those judged as a winning entry) which, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory; or
  - b) any individual who tampers with the entry process, submits an entry (including those 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.
16. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and not to Instagram. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. Entrants release Instagram and its associated companies from all liabilities arising in respect of the Promotion.
17. This is a game of skill. Chance plays no part in the selection of the Prize winners. Winning entrants will be judged at the time and locations detailed at Item E.
18. The entrant specifically acknowledges and accepts that due to the nature of the Promotion and the use of the Instagram platform as part of the Promotion, that unless the entrant contacts the Promoter to identify themselves as a prize winner, the Promoter will be unable to identify the entrant and has no liability, obligation or ability to identify the entrant as the winner if the entrant does not contact the Promoter.
19. All reasonable attempts will be made to contact each winner. If a winning entrant is not able to be contacted, does not claim the prize by the dates set out in Item E, is ineligible to claim the Prize pursuant to clause 5, or is unavailable to attend the Prize, the Promoter at its discretion, will assign the relevant prize to the next placed entry in the Promotion, withdraw the prize un-awarded or dispose of the prize in any manner the Promoter considers fit.
20. If the winning entrant is unavailable or unable to partake in the Prize as stated in clause 19, the winning entrant acknowledges that they forfeit that prize in full and no substitute prize or compensation will be offered.
21. If a Prize is awarded to the next placed eligible entrant, if that entrant is not able to be contacted, or does not claim the Prize within 2 days of the date of notification to the next placed entrant, the Promoter, in its sole discretion, may forfeit the Prize and no substitute will be offered.
22. Prizes will be awarded to the person named in the entry. The Promoter reserves the right to require the prize winner to provide proof of age, identity and residency. Identification considered suitable for verification is at the discretion of the Promoter and the Promoter reserves the right to disqualify any person who fails to provide the required information or provides false information.
23. Only the person who submits the Entrant Materials is entitled to a prize, unless otherwise agreed between the Eligible Entrant and other group members. Any such arrangements are strictly between the Entrant and their group members. The VRC, its sponsors and contractors are in no way responsible for any disputes that arise between the Entrant and their group members in respect of any prize and the arrangements between the Entrant and their group members.
24. It is a condition of accepting the Prize that a prize winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).
25. Once a Prize has been claimed by the winning entrant and the Prize has been delivered, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.



26. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.
27. The total maximum prize value is the recommended retail price (RRP) and correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of any Prize occurring between the printing date and date the Prize is claimed. All prize values are in Australian dollars. Prizes are not transferable, exchangeable or redeemable for cash.
28. If a Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the lottery authorities.
29. Prize winners are advised that tax implications may arise as a result of accepting their prize. The Promoter is not responsible for such tax implications and prize winners should seek independent financial advice where necessary.
30. All ancillary costs and expenses (including transfers, transport accommodation, insurance, food, beverages, entertainment and spending money) in taking such prizes are the responsibility of the prize winner (unless expressly stated).
31. Where the prize is a Myer Gift Card, these Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia. 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.
32. 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.
33. All entrants 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. All entrants must, if requested, be able to wear the outfit depicted in their Entrant Materials to participate in any media opportunity as advised by the Promoter.
34. By accepting their Prize, each prize winner acknowledges and consents to participating in promotional activities relating to the Prize which may include promotional photograph shoots and media interviews. The Promoter may use all photographs and recorded interviews, including the prize winner's image, voice, name and other details, without restriction and without further reward or recourse to the winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
35. Entrants represent and warrant that, in relation to all materials submitted by the Entrants for the purposes of the Promotion:
  - (a) the Entry 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 Entry Materials, and from any and all losses, damages, judgments and expenses arising from them;
  - (b) 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 Entry Materials not to enforce any of their moral rights in the Entry Materials, and the holder's consent to the acts set out in clause 38 with respect to the Entry Materials.



36. Entrants grant to the Promoter a perpetual, irrevocable, non-exclusive, royalty free, sublicensable licence to use the Entry Materials, including all intellectual property rights in the Entry Materials, in all media worldwide for any purpose and the Entrant will not be entitled to any fee for such use.
37. Entrants acknowledge and consent to: (i) the Promoter's use of the Entry Materials without any attribution of the Entrant's authorship; (ii) the Entry 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 Entry Materials, or is prejudicial to the honour or reputation of the Entrant; and/or (iii) the Promoter falsely attributing authorship of any Entry Material(s). Each Entrant acknowledges that the Promoter will own the copyright in all Entry Materials and the Promoter may use the Entry Materials as they see fit, including in any marketing, media, broadcast or promotional materials.
38. 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 Promoters (Materials) or any matter incidental to the Promotion (including use by the Promoters contractors, agents and their respective sub-contractors);
  - (c) acknowledges and agrees that all copyright and intellectual property in the Entry 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 Entry Materials for the purposes above, without compensation;
  - (d) releases each Promoter from any claims they may have relating to the Entry Materials or any use, reproduction, publication, editing or changes made to or of the Entry Materials; and 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 Entry 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.
39. The Promoter collects personal information from entrants in order to facilitate the Promotion. Entrants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion, marketing purposes, or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the entrant may not be eligible to participate in the Promotion. 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. 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 located at <http://www.flemington.com.au/privacy-policy/>. Entrants may make a complaint about a breach of the Australian Privacy Principles or a registered privacy code that binds the Promoter by contacting the Promoter's Privacy Officer at 448 Epsom Road, Flemington, Victoria 3031.



40. The Promoter will not send, allow to be sent, or assist in the sending of one or more unsolicited commercial electronic messages with an Australian link for purposes of the Spam Act, use or distribute any software designed to harvest email addresses or otherwise breach the Spam Act or the Spam Regulations 2004 (Cth).
41. If for any reason this Promotion or the Event is not capable of running as planned, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries and no refund, cash, or alternative tickets will be substituted for failure for the Promotion or Event to run.
42. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself (including any negative encounter experienced by the prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by the third party to meet any of its obligations in Terms and Conditions of Entry or otherwise.
43. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) in connection with this Promotion, or for personal injury suffered or sustained as a result of receiving or using a Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
44. To the fullest extent permitted by law, the entrant releases and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the prizes) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the prizes).
45. The Promoter may at its absolute discretion, prohibit or disqualify an Entrant from participating in the Promotion at any time, cancel or suspend a prize or cease to provide a prize to a winner, if the Promoter is made aware that the Entrant or the prize winner, in the reasonable opinion of the Promoter:
  - (a) is 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 Promoter, its Sponsors or any of their respective events, goods or services.
46. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
47. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
48. The Promoter's decision is final and no correspondence or communication will be entered into.