Promotion Terms & Conditions
VRC Members – Nursery and Rails Melbourne Cup Carnival Prize Draw

Promotion Schedule:

A. Promotion:	VRC Members – Nursery and Rails Melbourne Cup Carnival Prize Draw
B. Promoter:	Victoria Racing Club Limited (**VRC**) (ABN 32 119 214 078) of 448 Epsom Road, Flemington VIC 3031 (**Promoter**).
C. Eligible Entrants	The Promotion is only open to individuals who are: a) VRC Members who are Australian Residents (excluding ACT residents) and aged 18 years and over; b) not employees of the Promoter, its associated companies/subsidiaries or agencies associated with this Promotion; c) not immediate family or members of the same household of persons referred to in paragraph b) above; and d) who are a financial VRC member for the 2026/27 racing season by 11:59pm AEDT Sunday 25 October 2026 and fall into one of the below Member Categories: i. Full ii. Life iii. Pre-79 iv. Young "Employees" means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment. "Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.
D. Promotion Period	**Entries Open:** 12:00am AEST Tuesday 11August 2026 **Entries Close:** 11:59pm AEDT Sunday 25 October 2026
E. How to Enter:	During the Promotion Period, Eligible Entrants must book and pay for: • a Nursery Site for Crown Oaks Day (5 November 2026) or TAB Champions Stakes Day (7 November 2026); and/or • a Rails Promenade site for Lexus Melbourne Cup (3 November 2026), Crown Oaks Day (5 November 2026) or TAB Champions Stakes Day (7 November 2026). Bookings must be made and paid for before the end of the promotional period(11:59pm AEDT Sunday 25 October 2026. Entrants can enter multiple times during the promotional period; one paid site booking equates to one entry.

F. Draw Details:	The draw will be conducted at 11:00am AEDT on Monday 26 October 2026 at Victoria Racing Club, 448 Epsom Road, Flemington, Victoria (the **Venue**). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Prize Winners will be announced after 11:00am AEDT on Tuesday 27 October 2026 and contacted by telephone and email. For the avoidance of doubt, Eligible Entrants do not need to be in attendance at the time of the draw to claim their prize. The draw will be conducted on at Victoria Racing Club headquarters (location subject to change, any changes will be communicated on the day).
G. Prizes:	The prizes to be won is: 1. **The first valid entrant drawn will win a catering packages to the select day of their booking, valued at $3,500** **General Prize Conditions** None of the above prizes are transferable or redeemable for cash. Winners must be available on the date outlined in the prize to be able to accept them. No substitute prizes will be accepted if prize winner is unavailable to take their prize on the specified prize dates. Ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
H. Redraw (if unclaimed):	If the winning entrant/s do not claim their prize, there will be a redraw on 10am AEDT on Thursday 29 October 2026 at the Promoter's offices.

Terms and Conditions

1. These Terms and Conditions and the Promotion Schedule provide information on prizes and how to participate and together form the Terms and Conditions ("**Terms and Conditions**").

2. To the extent of any inconsistency between the Terms and Conditions and the Promotion Schedule, the terms of the Promotion Schedule will prevail. Capitalised terms not otherwise defined in these Terms and Conditions have the same meaning as in the Promotion Schedule. A reference to an Item in these Terms and Conditions means the corresponding item in the Promotion Schedule.

3. Each Eligible Entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these, and agreement to be bound by, Terms and Conditions.

4. The Promoter's decision not to enforce a specific restriction (whether communicated to an Eligible Entrant or not) or enforce any of its rights at any stage does not constitute a waiver of that restriction or right or of these Terms and Conditions generally.

5. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No related correspondence will be entered into.

6. If any dispute arises between an Eligible Entrant and the Promoter concerning the conduct of this Promotion or claiming a prize, the Promoter will take reasonable steps to consider the Eligible Entrant's point of view, taking into account any facts or evidence they put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.

7. Any values stated in these Terms and Conditions are in AUD, include Australian GST where applicable, and are based on recommended retail value of prizes, unless stated otherwise. The Promoter is not responsible for any change in prize value. Eligible Entrants agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by, or written directions from, the state/territory gaming authorities.

8. Entry is open to Eligible Entrants as set out in 'Eligible Entrants' above.

9. Eligible Entrants can only participate in the Promotion in their own name. Eligible Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses), or who otherwise do not comply with these Terms and Conditions, will be disqualified.

10. The Promoter reserves the right, at any time, in its sole discretion, to:

    (a) verify the validity of entries and Eligible Entrants (including but not limited to an Eligible Entrant's identity, age and place of residence); and/or
    (b) disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or
    (c) disqualify at any time any entry that, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory.

11. All Eligible Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Payment of the prize value to the Promoter may be required by the Promoter if this occurs.

12. Entries will be deemed to be accepted once Eligible Entrants have completed the steps set out in Promotion Schedule. Incomplete, indecipherable or incorrect entries will be deemed invalid. Eligible Entrants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Entrant fail to receive their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.

13. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

14. The Promoter prohibits entries that violate the rights of others, include objectionable content or are unlawful or potentially insulting, inflammatory, defamatory or obscene.

15. Entry to the Promotion in accordance with Promotion Schedule will be free of charge and the winner of a prize will not be charged a delivery or administrative fee.

16. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the Eligible Entrant. No responsibility is accepted for lost, late or misdirected entries.

17. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.

18. Any costs associated with accessing the Promotion website are the Eligible Entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows an Eligible Entrant to automatically submit entries in the Promotion repeatedly is prohibited and will render all entries submitted using such means invalid.

19. The Promoter may, in its sole discretion, declare any entry or Eligible Entrant invalid if the Eligible Entrant:

    (d) disrupts, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another Eligible Entrant or potential Eligible Entrant of, or anyone else associated with, this Promotion;
    (e) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process;
    (f) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation;
    (g) breaches any law; or
    (h) behaves in a way that is otherwise inappropriate.

20. Subject to the approval of the relevant trade promotion regulators (if required), if this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to infection by computer virus, bugs, tampering, technical difficulties, unauthorised intervention or fraud, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to (as appropriate): (a) disqualify the Eligible Entrant who tampers with the process; or (b) modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant regulatory authority.

21. If more than one person attempts to claim a prize, the Promoter has sole and absolute discretion to determine which of those persons the winning Eligible Entrant is.

22. The Promoter will not be liable for a prize being lost, stolen, damaged or tampered with in any way before it reaches an Eligible Entrant or after it has been released to an Eligible Entrant.

23. Unless expressly stated otherwise within these Terms and Conditions, all other expenses associated with a prize become the responsibility of the respective winner.

24. The Promoter accepts no responsibility for any variation in the value of any part of the prizes. To the extent permitted by law:

    a. the Promoter makes no representations or warranties as to the suitability of the prizes; and

    b. no compensation will be payable if, for any reason, a winner is unable to use the prizes as stated.

25. The Promoter reserves the right to conduct a redraw, in its absolute discretion, in the event an entrant has not claimed a prize by the date prescribed in the above Promotion Schedule. The Promoter will conduct the unclaimed prize draws in accordance with the Promotion Schedule, and the winner(s) of that draw will be notified, and their details disclosed in accordance with the Promotion Schedule.

26. The Promotor may substitute the winner of a prize if that person is not readily identifiable and reasonable efforts have been made by the Promoter to identify the winner

27. If for any reason whatsoever, a winner does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize. Prizes are not transferable (except where otherwise stated in these Terms and Conditions), exchangeable or redeemable for cash or goods.

28. If a prize (or prize component) is unavailable for any reason, the Promoter, in its discretion, reserves the right to substitute another prize (or prize component) of equal or greater value for that prize (unless otherwise stated in these Terms and Conditions), subject to any directions from the relevant regulatory authorities.

29. It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.

30. To the fullest extent permitted by law, all Eligible Entrants in the Promotion, including the prize winners, release and will release the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) from all claims loss, damage, liability, cost and expense that: (a) may be incurred or sustained by the Promoter or its officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the Eligible Entrant including the winner in relation to the Promotion or a prize; (b) the Eligible Entrant may have or may have had but for this release arising from or in connection with the Eligible 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 Eligible Entrant's participation in the Promotion (including the prizes).

31. The Promoter may communicate or advertise this Promotion via Facebook or Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Eligible Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each Eligible Entrant completely releases Facebook and Instagram from any and all liability.

32. As a condition of accepting a prize, winners may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion including but not limited to a legal release and indemnity form.

33. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the Competition and Consumer Act 2010 (Cth).

34. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, representatives, servants, agents and sponsors (and any of their respective representatives) and any associated agencies or companies excludes all liability (including negligence), for any claim, personal injury, death, loss or damage (including loss of opportunity); cost or expense that may be suffered incurred or sustained by the Eligible Entrant or the winner, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by an Eligible Entrant; or (f) redemption and use by the winner of a prize.

35. The Promoter, its related entities and all agencies associated with the Promotion, as well as all employees, agents, directors and contractors, of all entities referred to in this clause, will not be liable for any loss or entry, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) regarding, or arising from, the Promotion or acceptance of a prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

36. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications failure, theft or destruction or unauthorized access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, mobile communications network, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the internet or at any Internet site, or any combination thereof, including any injury or damage to a participant's or any other person's computer related to or resulting from participation or downloading any materials in this Promotion. The Promoter reserves the right to take any action that may be available.

37. Winners accept the prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax liabilities or other implications that may arise from the prize winnings. Independent financial advice should be sought by winners.

38. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

39. Immediately upon submission by an Eligible Entrant, their entry and the detail contained within becomes the sole property of the Promoter.

40. All information Eligible Entrants provide ("**Personal Information**") will be collected and used by the Promoter for the purpose of administering this Promotion and awarding the prizes and may be provided to the Promoter's partners to enable delivery of relevant prizes and other parties assisting in the administration of the Promotion including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Promotion.

41. Should an Eligible Entrant's contact details change during the Promotion Period, it is the Eligible Entrant's responsibility to notify the Promoter using the Contact Us form accessible from the online entry form.

42. The Promoter may disclose Eligible Entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities. Without limiting the Promoter's rights and obligations under applicable privacy legislation, the Promoter may disclose Personal Information collected in relation to the Promotion for the purposes of assisting in any stewards' inquiry or other lawful investigation to which the Eligible Entrant's participation (or attempted participation) in the Promotion or the Eligible Entrant's presence at Flemington Racecourse may be relevant.

43. 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 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. 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/. Where applicable, unless the entrant has "opt-ed out", the entrant agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes, including the sending of electronic messages. Entrants may access the information that the Promoter holds about them, request to "opt-out" of any future communications or 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.

44. 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).

45. The Promoter is bound by all applicable privacy laws.