

**Australian Turf Club Limited (ABN 81 148 157 288)**  
**("ATC")**

**Cup Super Sweep Lucky Draw (Lucky Draw)**

**GENERAL TERMS**

1. The promoter of the Lucky Draw is the ATC of Royal Randwick Racecourse, Alison Road, Randwick, NSW 2031, telephone: +61296638400.
2. The Lucky Draw is a game of chance and not skill and will be conducted randomly by computer selection.
3. Rules on how to enter the Lucky Draw form part of these General Terms of entry. By entering the Lucky Draw or accepting a prize, entrants agree to be bound by these General Terms.
4. Entry to the Lucky Draw will be refused or disqualified on or after the date of the Lucky Draw if an entrant does not comply with these General Terms. The ATC reserves the right to verify the validity of entries and disqualify any entrant for tampering, or attempting to tamper with the entry process.
5. Officers, management, staff and sponsors of the ATC and their immediate families are not eligible to enter the Lucky Draw.
6. The ATC's decision in relation to any aspect of the Lucky Draw is final and binding. No correspondence will be entered into.
7. To be eligible for the Lucky Draw an entrant must be on course at Royal Randwick Racecourse (**Racecourse**) on Melbourne Cup Day 7 November 2017 (**Lucky Draw Race Day**) to enter via their smart phone via [www.theATC.com.au/supersweep](http://www.theATC.com.au/supersweep) and complete the entry details. Entry to the Lucky Draw will cost the entrant the standard rate of using their smart phone. Entrants must be 18 years of age or more on the day of the Lucky Draw. The ATC may request proof of age at any time.
8. Entrants may enter the Lucky Draw once only (one entry per person, per smart phone number). If more than one entry is received from an entrant, only the first received valid entry will be eligible.
9. The Lucky Draw entry period commences when the Racecourse gates open on the Lucky Draw Race Day and closes at **2.00pm** (AEST) on the Lucky Draw Race Day. The Lucky Draw will be conducted by the ATC and scrutinised by an independent scrutineer at The Australian Turf Club Head Office, Royal Randwick Racecourse at 2:05pm (AEST).
10. At the end of the Lucky Draw entry period the ATC will combine all valid entries, and randomly select by computer selection the number of 'entrants' that correspond to the number of horses starting in Flemington's Melbourne Cup Race (each a **first draw entrant**) until all starting horse Saddle Cloth numbers have been allocated.
11. The ATC will attempt to notify each first draw entrant who has been allocated a horse in the Melbourne Cup Race by way of the mobile phone number that they submitted in the entry and by general notification on ATC notice boards at the Racecourse.
12. Each first draw entrant may (but not necessary) attend Royal Randwick's McGrath Meeting Tree (opposite the Theatre of the Horse) to confirm and accept with ATC staff the allocation of the relevant horse to that entrant and to be taken to watch the Melbourne Cup Race on a television screen at the Racecourse.
13. If any first draw entrant does not attend the McGrath Meeting Tree within 15 minutes of the ATC's first attempt to contact them on their mobile on the Lucky Draw Race Day, that entrant will still be considered an eligible entrant for the Lucky Draw.
14. Each eligible entrant will be required to provide valid and current identification in order to confirm allocation of their horse number or at the time of claiming of their prize.
15. If the allocated horse of an eligible entrant places first in the official placings of the Melbourne Cup Race, as determined after correct weight has been declared, that eligible entrant will be the first place winner of the Lucky Draw and will receive a cash prize in accordance with these General Terms. Prizes will also be awarded to those eligible entrants that were allocated the second, third and last placed horses.
16. The intended prize money in AUD for the winners of the Lucky Draw is:
  - a. 1st place=\$3,000
  - b. 2<sup>nd</sup> place=\$1,000
  - c. 3<sup>rd</sup> place=\$700
  - d. Last place= \$300The maximum retail value of all prizes in this Lucky Draw is five thousand dollars (\$5,000). All prizes must be taken as offered. Prizes cannot be transferred, exchanged or on-sold.
17. In the case of a dead heat for any placed horses in accordance with the official placings the relevant eligible entrants allocated the relevant horses will share equally the prize and prize money will be payable as per these terms.
18. In the case of a scratched horse, the relevant entrant will not be entitled to any redraw.
19. To claim the prizes, the winners must be at the Racecourse and present their winning horse allocation and valid and current identification by 5.00pm (AEST) at the location specified in the SMS to their smart phone. If persons do not present themselves as set out in this clause, that prize will be considered unclaimed and will be reallocated to the entrant allocated to the next placed horse or,

in the case of an unclaimed prize relating to the last placed horse, to the entrant allocated to the previous placed horse (**reallocated prizes**). Winners may not be awarded multiple prizes, so where the winner of the reallocated prize has already been awarded a prize, their prize and all subsequent prizes will be reallocated to the entrant allocated to the next placed or previous placed horse, as the case may be.

Winners of any reallocated prizes will be notified by email and SMS to their smartphone from 12.00pm (AEST) on Wednesday 8 November 2017 and will have twenty four hours from the time of prize notification to claim the prize by replying to the email. In the event that the winner of any reallocated prize does not claim the prize by responding within the timeframe, that prize will be reallocated to the entrant allocated to either the next placed horse or previous placed horse, as the case may be, until the prize has been successfully awarded, subject to the further reallocation of prizes described above to prevent the awarding of multiple prizes to a single winner. The procedure in this clause 19 will be followed until the prize has been allocated to a winner in accordance with this clause.

20. A redraw will be conducted to distribute any prize that is still unclaimed after any reallocation of prizes under clause 19. Winners of unclaimed prizes will be selected by random computer selection of all remaining valid entries after first draw entrants were removed under clause 10 and will be notified by email and SMS to their smartphone. Winners of the redraw must reply by email to claim the prize.
21. The results of the Lucky Draw and any redraw will be published on the ATC Website ([www.theATC.com.au](http://www.theATC.com.au)) on Tuesday 14 November, 2017.
22. If a winning entrant does not comply with these General Terms and is disqualified, the ATC will be entitled to retain the intended prize for its own purposes.
23. All entries become the property of the ATC. Entries not completed in accordance with the conditions of entry or received after the closing date will not be considered. Indecipherable or incomplete entries will be disregarded. No responsibility is taken for late or misdirected entries.
24. An entrant must not enter the Lucky Draw on behalf of any other person or accept payment or other compensation from any person to enter the Lucky Draw.
25. If the intended prize is unavailable for any reason, the ATC may substitute a prize of equivalent or greater value subject to any written directions given under applicable law.
26. Entrants' personal information provided in connection with this Lucky Draw will be handled by the ATC in accordance with the ATC's Privacy Policy, which is available at <https://www.australianurfclub.com.au/privacy-policy/>. The ATC may enter all personal information and other related documentation into a database. The personal information collected is collected for the purposes of conducting the Lucky Draw and for future ATC publicity, marketing and promotional purposes. An entrant's personal information will only be used or disclosed by the ATC and its related bodies corporate, agents and contractors for these purposes. The entrant may opt out of receiving future publicity, marketing and promotional material by replying 'Stop' to any received SMS communications or by calling the ATC Marketing Department to request removal from the database on (02) 9663 8400.
27. Entrants agree they may be filmed, photographed and/or interviewed and that their names and images may be used by the ATC, its sponsors and other third parties for future promotional, marketing and publicity purposes unless the winner otherwise notifies the ATC at the time of accepting the prize.
28. The winner(s) of the Lucky Draw agrees to be available for at least two public appearances at the request of the ATC during the year following the date of the Lucky Draw Race Day.
29. If for any reason the Lucky Draw is not capable of running as planned (including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the ATC which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion), the ATC will not be liable for any failure to perform or delay in performing its obligations and reserves the right (subject to any written directions given under applicable law) to cancel, terminate, modify or suspend the Lucky Draw. The ATC is not responsible for any malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website.
30. The ATC makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. The ATC, and its related bodies corporate, their officers, employees, agents and sponsors will not be liable for any loss, damage, costs or personal injury whatsoever (including but not limited to direct, indirect and consequential loss, or loss of profit or any other

economic loss) suffered or sustained by any person or property, by reason of any act or omission, deliberate or negligent, in connection with the Lucky Draw, the promotion and advertising of the Lucky Draw, downloading any materials in a Lucky Draw, or accepting or the use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

31. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the ATC and which prevents the ATC from complying with these General Terms, the ATC will not be liable for any failure to perform or delay in performing its obligations and the ATC reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
32. The ATC's decision in relation to any aspect of the Lucky Draw is final and binding. No correspondence will be entered into.
33. These General Terms are governed by the laws of New South Wales and entrants agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
34. The Lucky Draw is authorised under NSW Permit No. LTPS/17/15949