

# PERTH RACING TIPSTAR - 2019 ASCOT RACING CARNIVAL

## TERMS AND CONDITIONS

### 1. INTRODUCTION

1. By registering and participating in Perth Racing TipStar - 2019 Ascot Racing Carnival, participants agree to be bound by these official rules.

2. Throughout the 2019 Ascot Racing Carnival, which runs up to and including Saturday 4 January 2020, eligible participants are able to create one user registration. There are no fees, charges or purchases required to play Perth Racing TipStar - 2019 Ascot Racing Carnival other than relevant internet usage costs.

### 2. TERMS OF GAME

1. Perth Racing TipStar - 2019 Ascot Racing Carnival opens at 12:01pm Australian Western Standard Time on Monday 7 October 2019 and closes at 11:59pm AWST on Saturday 4 January 2020 and it will cover each of the following Ascot Racecourse meetings:

a. Saturday 12 October 2019;

b. Saturday 19 October 2019;

c. Saturday 26 October 2019;

d. Saturday 2 November 2019;

e. Tuesday 5 November 2019;

f. Saturday 9 November 2019;

g. Saturday 16 November 2019;

h. Saturday 23 November 2019;

i. Saturday 30 November 2019;

j. Saturday 7 December 2019;

k. Saturday 14 December 2019;

l. Saturday 21 December 2019;

m. Saturday 28 December 2019;

n. Saturday 4 January 2020.

2. Perth Racing TipStar - 2019 Ascot Racing Carnival is open to all Australian residents, known as participants.

3. To win Perth Racing TipStar - 2019 Ascot Racing Carnival prizes, you must qualify as an eligible participant.

### 3. ELIGIBLE PARTICIPANTS

1. In order to be an eligible participant, you must provide your first name, last name, date of birth (you must be 18 years or older), postcode, telephone number, email address and agree to the terms and conditions.

2. Directors, officers and employees of Perth Racing and The Great Tipoff are ineligible to participate in Perth Racing TipStar - 2019 Ascot Racing Carnival and the same exclusion applies to their immediate families. For the purposes of these terms and conditions, immediate families means spouses (including de factos), parents, siblings, children, grandparents, grandchildren, parents in law, step parents, step children and half siblings. None of these persons can be an eligible participant.

### 4. HOW TO PARTICIPATE

1. To participate, eligible participants must, during the promotion period:

a. visit <http://perthracing.racingtipoff.com>;

b. register for Perth Racing TipStar - 2019 Ascot Racing Carnival using the online registration form;

c. join the Perth Racing Tip Star - 2019 Ascot Racing Carnival competition;

d. participate in Perth Racing TipStar - 2019 Ascot Racing Carnival in accordance with these terms and conditions.

2. Only one registration per eligible participant (and per email address supplied) will be accepted.

3. An eligible participant may advise a person about Perth Racing TipStar - 2019 Ascot Racing Carnival and invite them to join by sending them an email through the website. The eligible participant warrants that any person they send an email to in this manner has consented to the receipt of the email.

4. After registration, eligible participants may participate in all remaining meetings that have not already been completed or locked out.

## 5. TIPPING GAME

1. Prior to the start of each meeting, an eligible participant must make one selection per race.

2. An eligible participant may make or change a selection up to two minutes before the advertised start time of a race provided any such selections are made/changed before the beginning of the third-last race of the meeting.

3. Eligible participants will be allocated points based on their selections. Eligible participants must nominate one selection that will be a virtual \$50 each-way big bet, while their other selections will be virtual \$20 each-way bets. Perth Racing TipStar - 2019 Ascot Racing Carnival will use the final,

official TABtouch tote win and place dividends to calculate the scores of eligible participants. In the event of a selection being disqualified for any reason then the eligible participant's selection for that race will receive zero points. In the event of a no-race or an abandoned meeting, the selections of eligible participants will receive zero points.

4. If an eligible participant:

a. does not submit a selection for a given race in a meeting then the eligible participant's selection for that race will receive zero points;

b. enters the promotion after the commencement of the first meeting then the eligible participant will receive zero points for all missed races;

c. makes a selection that does not participate in the race then the eligible participant's selection will automatically become the competing horse with the lowest saddlecloth number - for the avoidance of doubt, one is the lowest saddlecloth number;

5. Eligible participants will be ranked on a leaderboard on the website. Rankings will appear by score for the current meeting and, also, by overall score for all meetings. These rankings are an indication of ranking for all participants in Perth Racing TipStar - 2019 Ascot Racing Carnival, including persons who participate but are not eligible participants.

6. A prize of a \$250 cheque and a \$250 Crown Perth voucher will be awarded to the eligible participant with the highest score at the end of each meeting. In the event of a tie, prizes will be combined and divided equally by the number of winners. Perth Racing members are eligible to receive all or part of a \$100 cheque bonus if they are one of the meeting winners.

7. Prizes will be awarded to the eligible participants with the three highest overall scores at the end of the 2019 Ascot Racing Carnival:

- a. First prize of a \$1,000 cheque and a \$250 Crown Perth voucher;
- b. Second prize of a \$500 cheque and a \$250 Crown Perth voucher;
- c. Third prize of a \$250 cheque and a \$250 Crown Perth voucher.

In the event of a tie, prizes will be combined and divided equally by the number of winners.

## 6. GENERAL

1. The promoter is the Western Australian Turf Club trading as Perth Racing (ABN 82 227 231 356) of 70 Grandstand Road, Ascot WA 6104.

2. By participating in Perth Racing TipStar - 2019 Ascot Racing Carnival, eligible participants agree to being contacted by the promoter from time to time in conjunction with Perth Racing TipStar - 2019 Ascot Racing Carnival. Eligible participants also agree to information about them and their participation in Perth Racing TipStar - 2019 Ascot Racing Carnival being displayed on the website and to their participation being tracked via the use of cookies.

3. The promoter accepts no responsibility for any registrations not received for any reason during the promotion period. Registrations will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected registrations. The promoter is not responsible for technical difficulties with the online

registration process and does not warrant that the online registration will be available at all times.

4. If for any reason Perth Racing TipStar - 2019 Ascot Racing Carnival is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the promoter reserves the right in its sole discretion to take any action that may be available, subject to compliance with any laws.

5. Any participant who, in the opinion of the promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, including submitting incomplete registrations, will be ineligible to participate.

6. The promoter reserves the right to disqualify participants in the event of non-compliance with these rules.

7. In the event there is a dispute concerning the conduct of Perth Racing TipStar - 2019 Ascot Racing Carnival, the decision of the promoter is final and binding on each person who participates and no correspondence will be entered into.

8. To the extent permitted by law, the promoter, the Great Tipoff and their associated agencies and companies shall not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with Perth Racing TipStar - 2019 Ascot Racing Carnival.

9. Information about eligible participants is used by the promoter to assess and process registrations for Perth Racing TipStar - 2019 Ascot Racing Carnival. If a person wishing to participate in Perth Racing TipStar does not provide the required information (see clause 6.3 above), the promoter

cannot process the registration and the person will not be entered into Perth Racing TipStar - 2019 Ascot Racing Carnival. All registrations and information contained in them become the property of the promoter and will be entered into a database. Information emanating from the eligible participant's participation in Perth Racing TipStar - 2019 Ascot Racing Carnival is used by the promoter and its agencies associated with it for the determination of the leaderboard, referred to in clauses 4.5, 4.6 and 4.7. Eligible participants consent to the publishing of their personal information and score on the website by the promoter. The promoter will not be held responsible for, and expressly excludes, any loss of reputation, status or otherwise in connection with an eligible participant's score.

10. By participating in Perth Racing TipStar - 2019 Ascot Racing Carnival, the eligible participant agrees and acknowledges that:

- a. they may be contacted by the promoter to provide comments about Perth Racing TipStar - 2019 Ascot Racing Carnival and the promoter (or an agent of the promoter) may take photos of them;
- b. the promoter may use such comments or photos for the promoter's future promotional and marketing purposes without further reference or compensation to them;
- c. the promoter may duplicate, alter, adapt and utilise the comments and photos as the promoter wishes at anytime, anywhere, and by any means. The promoter may license, authorise or otherwise transfer the rights in the comments and photos to others to do the same;
- d. the promoter retains all rights, title and interest, including copyright, in the comments and photos and, by participating in Perth Racing TipStar - 2019 Ascot Racing Carnival, they assign to the promoter on creation of the comments and photos all rights, title and interest which might, but for these terms and conditions, vest in them;



e. they unconditionally and irrevocably consents to any act or omission that would otherwise infringe any of their moral rights in the comments and photos (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given;

f. they waive all moral rights in the comments and photos that arise outside Australia;

g. and they agree not to institute, maintain or support any claim or proceeding for infringement of their moral rights in the comments and photos.

11. If any participant attempts to deliberately damage the website or the information on the website, or to otherwise undermine the legitimate operation of the game, the promoter reserves the right to take legal action permitted by law.

## 7. PRIZES

1. If a winning eligible participant is unable to accept a prize for whatever reason, the promoter will award that prize to the eligible participant who meets the eligibility criteria and would have been deemed to be the winner had the winning eligible participant not participated in the promotion.

2. All winners will be notified by phone or email by the promoter and their name will be published on the promoter's website.

3. To claim a prize, a winning eligible participant must provide proof of identity, proof of age and proof of their normal residential address, the postcode of which must match the one nominated in their registration details.

4. If a winning eligible participant does not provide proof of identity, age and normal residential address to the promoter within seven days of being sent a prize notification then the prize will be forfeited. If a winning eligible participant provides any incorrect or invalid contact details their entry is null and void. If the promoter is unable to contact a winning eligible participant within seven days of receiving their details then the prize will be forfeited and the next highest ranked eligible participant will be deemed the winning eligible participant.

5. Total prize value is \$10,900 and it is correct as at Monday 7 October 2019.

## 8. PRIVACY

1. Entry details remain the property of the promoter. Perth Racing (ABN 82 227 231 356) and its related entities are collecting your personal information for the purpose of conducting and promoting Perth Racing TipStar - 2019 Ascot Racing Carnival, for the purpose of identifying and notifying winners and for understanding our audiences. Perth Racing and its related entities will otherwise handle your personal information in accordance with Perth Racing's privacy policy, which is available at <https://www.perthracing.org.au/footer-links/privacy-policy>. By providing your personal information, you agree to the terms of Perth Racing's privacy policy. Without limiting the foregoing, Perth Racing may disclose the personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the eligible participant's relationship with Perth Racing and its related entities. In addition, by entering this competition, you consent to Perth Racing and its related entities using your personal information for the purpose of Perth Racing and its related entities sending you information regarding programs, products and services available through them and/or through their business partners and to Perth Racing and its related entities from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. Perth Racing and its related entities will always provide you with the ability to opt out of those communications.

2. If an entrant does not want their details to be used for the purposes stated in clause 8.1 they must write to Perth Racing by email to [perthracing@perthracing.com.au](mailto:perthracing@perthracing.com.au) or post to Privacy Officer, Perth Racing, PO Box 222, Belmont WA 6984 and Perth Racing will ensure that the details are not used for that purpose.

3. It is a condition of entry that all prize winners agree to have their name, photo, video and suburb published for publicity purposes if required. By participating in this competition, participants signify their acceptance of all conditions and the requirement to participate in promotional activity if required.