TERMS AND CONDITIONS
CHEERING FOR CHARITY VOTING COMPETITION
Moonee Valley Racing Club

Promotion Details

1.	Promoter	Moonee Valley Racing Club Inc. (ABN 45 806 588 917) of Gate 1 Feehan Avenue, Moonee Ponds VIC 3039 (**Promoter**)
2.	How to Enter	All entries must be received via www.thevalley.com.au and can be accessible via QR code URL link available on the Promoter's social media, race book and around the racecourse. Only one entry will be accepted. If an Entrant submits multiple entries, their first entry will be submitted and any subsequent entries will be deemed invalid.
3.	Entry Restrictions	Entry is only open to the any person residing in the State of Victoria aged 18 years and over and are not excluded as outlined below (**Entrants**). Management, directors, officers and employees of the Promoter, participating venue and their agencies associated with this Promotion and each of their respective immediate families and any suppliers, providers, companies and agencies associated with the Promotion are ineligible to enter in the Promotion including but not limited to Legends, Junction Club and the Promoter. Immediate family means any of the following: spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, brother, sister, stepbrother, or step sister whether or not they live in the same household.
4.	Promotional Period	The Promotion commences at **12.00pm AEST** on the Wednesday immediately before each date below and ends at **12.00pm AEST** on the Friday as dated below (**Prize Draw Date**): Series 1: • 26 September 2025 • 3 October 2025 • 24 October 2025 Series 2: • 31 October 2025 • 5 December 2025 • 23 January 2026 • 30 January 2026 • 6 February 2026 • 13 February 2026 • 20 February 2026 • 27 February 2026 • 6 March 2026

Prize and Draw

5.	Prize Details for Series 1	At the time of the Prize draw, one person will be selected for the race meeting experience Prize which includes the below (**Prize**): • Two (2) all-inclusive tickets to the Ladbrokes Lounge on the night of the Prize Draw Date and when the selected Cheering For Charity horse is running • Access to the Winners' Circle on the Prize Draw Date for the race the selected Cheering For Charity horse is running in

6.	Prize Value	Prize is valued at $750 (ex GST)
7.	Prize Draw Time	The Prize will be drawn at **12.00pm AEST** on each of the following dates: Series 1: • 26 September 2025 • 3 October 2025 • 24 October 2025
8.	Prize Draw Location	The Promoter's premises at Gate 1 Feehan Avenue, Moonee Ponds VIC 3039
9.	Prize Winner Notification	Winner will be notified via their telephone number and subsequently in writing via their email address provided on the Prize Draw Date and must claim their Prize by 1pm AEST on the Prize Draw Date by confirming by phone when contacted by the Promoter. A representative of the Promoter will then meet the Winner in the Ladbrokes Lounge on the night of the Prize Draw Date to take them to the Winners' Circle for the race the selected Cheering For Charity horse is running in. Winners will be published on the Promoter's website: www.thevalley.com.au
10	Unclaimed Prize	If the Prize is unclaimed, the Promotion may be redrawn. Any Prizes unclaimed by **1pm AEST** on the Prize Draw Date will be automatically forfeited.
11	Redemption	Only Entrants residing in the State of Victoria and who are aged 18 years and over on the Prize Draw Date will be accepted to redeem the Prize.

Promotion Terms and Conditions:

1. The Promotion Details and the Promotion Terms and Conditions together form the terms and conditions of entry for the Promotion (**Terms and Conditions**). By participating in this Promotion each entrant (**Entrant**) accepts and agrees to be bound by these Terms and Conditions. To the extent of any inconsistency between the Promotion Details and the Promotion Terms, the Promotion Details will prevail.
2. Entrant may be required to present one (1) form of valid photographic identification (passport or driver's license) or two (2) forms of valid non-photographic identification acceptable to the Promoter (in its absolute discretion) in order to determine eligibility and to claim the Prize and/or enter into the Promotion. The Promoter reserves the right to require the Prize winner (**Winner**) to provide valid identification acceptable to the Promoter to verify eligibility for a Prize. The Entrant who is eligible for a Prize may be required to sign a statutory declaration or other legal documentation to confirm their eligibility to accept the Prize.
3. Information on how to enter and prizes form part of these Terms and Conditions.
4. The Promoter will be publishing the Winner's details on www.thevalley.com.au
5. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
6. If any entry form that is a drawn entry appears to have been tampered with or is otherwise invalid in accordance with these Terms and Conditions, the Promoter reserves the right to refuse to award any Prize or unclaimed prize associated with that drawn entry.
7. Only one entry will be accepted. If a person submits multiple entries, only their first entry will be submitted and any subsequent entries will be deemed invalid.
8. Management, directors, officers and employees of the Promoter, participating venue and their agencies associated with this Promotion and each of their respective immediate families and any suppliers, providers, companies and agencies associated with the Promotion are ineligible to enter in the Promotion including but not limited to Legends, Junction Club and the Promoter. For the purpose of these Terms and Conditions, immediate family means any of the following: spouse, de-facto spouse, child or stepchild (whether natural or by adoption),

parent, stepparent, grandparent, step- grandparent, brother, sister, stepbrother, or step sister whether or not they live in the same household.

9. The Promoter reserves the right, at any time and in its sole discretion, to verify the validity of the entries and Entrants including an Entrant's identity, age and place of residence and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions, or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Entries will be deemed to be accepted once Entrants have completed the steps set out in Item 2. Incomplete, indecipherable or illegible entries will be deemed invalid. No responsibility will be taken for lost or misdirected entries.
11. The Promoter prohibits entries that violate the rights of others, include objectionable content or are unlawful or potentially insulting, inflammatory, defamatory or obscene.
12. Entry to the Promotion will be free of charge.
13. The Winner(s) of the Prize will not be charged a delivery or administrative fee.
14. The Promoter reserves the right to conduct a redraw process in its absolute discretion if an Entrant has not claimed a prize within the timeframe prescribed in Item 8. The Promoter will conduct the unclaimed Prize redraw on a date determined by the Promoter at the same time and place as the original judging, subject to state/territory regulations, and the Winner(s) of that redraw will be notified, and their details disclosed, in the same manner as would have been required under the original judging process.
15. 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.
16. The Prize value(s) in these Terms and Conditions are in Australian dollars, include Australian GST where applicable and are based on the recommended retail value of Prize components at the time of printing.
17. The Prize is not transferable or exchangeable for other goods or services and cannot be taken as cash. Subject to these Terms and Conditions, each Prize winner is responsible for all costs associated with taking and using a Prize.
18. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes.
19. To the extent permitted by law, the Promoter makes no representations or warranties as to the suitability of the Prizes; and no compensation will be payable if, for any reason, a Winner is unable to use the Prizes as stated.
20. The Winner accepts the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the Prize.
21. The Prize is only redeemable as outlined below:
    a) The selected Winner of this Prize agrees to the following terms and conditions in paragraph 21:
        i. Must be a resident of the State of Victoria. Proof of residency can be requested by the Promoter at any time.
        ii. Must be over the age of 18.
22. Entrants are not required to be present at the judging and determination of the Winner to be eligible to win.
23. Only one Prize can be won by any single Entrant.
24. Printing errors and other quality control matters will not be used as a reason for refusing a winning entry.
25. The Promoter's decision in relation to any aspects of the Promotion is final and binding on every person who enters.
26. Subject to any requirements of the applicable regulator, the Promoter reserves the right to cancel or change the Prize offered under the Promotion due to circumstances beyond the Promoter's reasonable control or if there are any changes to the law that would or might render the Promotion or any Prize offered under the Promotion unlawful.
27. If a Prize (or part of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute any Prize (or part of it) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
28. If for any reason a Winner does not redeem a Prize by the time stipulated by the Promoter, and then the Prize or that element of the Prize will be forfeited. All components of the Prize must be taken together by the Winner or otherwise are deemed forfeited.
29. 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, the Promoter

reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; and/or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

30. Decisions of the management of the Promoter are final. No correspondence will be entered into.
31. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision. The Promoter's decision is final, and no correspondence or communication will be entered into. Subject to the unclaimed Prize draw clause, if for any reason the Prize Winner does not redeem the Prize at the time stipulated by the Promoter, then the prize will be forfeited.
32. The Promoter accepts no responsibility for late, lost or misdirected claims or entries.
33. The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
34. All Entries become the property of the Promoter. Details of entries may be entered into a database and the Promoter's group of companies may use the Entrants' names, addresses and telephone numbers for future promotional, market research and publicity purposes. Entrants acknowledge and agree that by participating in the Promotion, their details may be used in this manner. These details will not be used in conjunction with any gaming machine advertisements.
35. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. These details will not be used in conjunction with any gaming machine advertisements.
36. A copy of these Terms and Conditions can be obtained from Legends throughout the Promotion Period.
37. Entrants must not submit with their entry in the Promotion someone else's private or confidential information without their permission; or anything that violates someone else's rights, including intellectual property rights (including but not limited to copyright or trade mark infringement).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.
38. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non- Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
39. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 incurred by a winner or entrant; or (f) redemption and use of a Prize by the Winner.

40. All Entrants in the Promotion, including the Winner, provide a release and indemnity to the Promoter and its related parties and each of their officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or its related parties or any of their 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 Entrant including the Winner in relation to the Promotion or the Prize or part thereof.
41. The Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective Prizes or Prizes damaged or lost in transit, or late, lost or misdirected mail.
42. The release and indemnity in paragraphs 39 and 40 (each a "relevant commitment") is given by each Entrant (including the Winners) in favour of the Promoter. It is acknowledged that:
    a) the relevant commitment is given by each Entrant and the Winner for the benefit of the Promoter with the intention that the Promoter is entitled to rely on and enforce the relevant commitment;
    b) the benefit of the relevant commitment is held by the Promoter on its own behalf; and
    c) the Promoter may enforce and recover under the relevant commitment.
43. The Promoter collects personal information in order to conduct and promote the Promotion (including for the purposes of identifying and notifying the Winner). Without limiting the foregoing, the Promoter may disclose Entrant's personal information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to regulatory authorities. Entry is conditional on providing this information. By accepting these Terms and Conditions, the Entrant consents to the Promoter, its related entities and business partners (as applicable) to whom it discloses such information, using the Entrants' personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant with respect to programs, products and services available through any or all of them. The name, address, phone number and email address of Entrants may also be incorporated into the Promoter's mailing list for future promotional, marketing, publicity, research, profiling and analytical purposes. Entrants may be contacted via electronic text messages, emails, mail and telephone. The Promoter will handle the Entrants' personal information in accordance with the Promoter's Privacy Policy which is available at https://www.thevalley.com.au/privacy-policy. Entrants should direct any request to access, update or correct information to the Promoter's Privacy Officer.
44. These Terms and Conditions are governed by the laws of the State of Victoria and each Entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.