

Moonee Valley Racing Club Inc.

Sporting Club FLEXI-2 Membership Offer Terms and Conditions – Season 2023/24

Moonee Valley Racing Club	Moonee Valley Racing Club Inc. (ABN 45 806 588 917) of 1 Feehan Ave, Moonee Ponds VIC 3039 ("Club")
How to Enter	To redeem the Sporting Club FLEXI-2 Membership offer, the participant must complete all mandatory data fields within the relevant online form via the QR code. The participant must then accept the full terms and conditions of the offer. Provided they meet the eligibility requirements and accept the terms and condition, all entrants are entitled to receive one Sporting Club FLEXI-2 Membership Offer.
Entry Restrictions	Only a Sporting Club approved by the Club's Membership Sales Executive will be eligible to provide access to the Sporting Club FLEXI-2 Membership offer. The Sporting Club FLEXI-2 Membership offer is strictly limited to non-current Club Members. Current Club Members of the 2023/24 Racing Season are ineligible to receive a Sporting Club FLEXI-2 Membership. Current Members found to have completed the Sporting Club FLEXI-2 form, may have their FLEXI-2 Membership ticket and associated benefits cancelled immediately. Distribution of the QR code to participants outside approved Sporting Clubs is strictly prohibited.. Distribution of the QR code to participants outside of the Event is strictly prohibited. If the participant is found to have distributed the QR code or online form, they may have their FLEXI-2 Membership ticket and associated benefits cancelled.
Limitation on Entry	The Sporting Club FLEXI-2 Membership Offer is strictly limited to (1) ONE FLEXI-2 Membership per person for the 2023/24 Racing Season. The Sporting Club FLEXI-2 Membership Offer will be processed and can only be used after the 2023 Ladbrokes Cox Plate Carnival.

1. These terms and conditions, including the information set out under the heading, **Sporting Club FLEXI-2 Membership Offer Terms and Conditions – Season 2023/24**, form the terms and conditions of entry for the Sporting Club FLEXI-2 Membership Offer. Participation in the Sporting Club FLEXI-2 Membership Offer is deemed acceptance of these Terms and Conditions.

2. Information provided by you when entering the Sporting Club FLEXI-2 Membership Offer (including personal information) will be used by the Club in the way described in paragraph 24.

3. To redeem the Sporting Club FLEXI-2 Membership offer, the participant must complete all mandatory data fields within the relevant online form via a QR code. The participant must then accept the full Terms and Conditions of the offer.

4 Participants may be required to present one (1) form of valid photographic identification (passport or Australian or New Zealand driver's license) or two (2) forms of valid non-photographic identification acceptable to the Club (in its absolute discretion) in order to determine eligibility and to claim the Sporting Club FLEXI-2 Membership Offer. The Club reserves the right to require the participant to provide valid identification acceptable to the Club to verify eligibility for the Sporting Club FLEXI-2 Membership Offer. The participant who is eligible for a Sporting Club FLEXI-2 Membership Offer may be required to sign a Statutory Declaration to confirm their eligibility to accept the Sporting Club FLEXI-

2 Membership.

5.If there is a dispute as to the identity of a participant, the Club reserves the right, in its sole discretion, to determine the identity of the participants.

6.If any form appears to have been tampered with or is otherwise invalid in accordance with these terms and conditions, the Club reserves the right to refuse to award any Sporting Club FLEXI-2 Memberships associated with that form.

7. Each participant is only permitted to submit one entry.

8. Employees and officers of the Club, and any suppliers, providers, companies and agencies associated with this promotion and each of their respective immediate families are ineligible to enter in the promotion, including and not limited to Legends, Junction Club and MVRC. 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 stepsister and office bearers.

9.The Club reserves the right, at any time, to verify the validity and eligibility of the participants including their identity, age, place of residence and whether they hold a Club membership and to disqualify any participant 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 Club's discretion. Failure by the Club to enforce any of its rights at any stage does not constitute a waiver of those rights.

10.The Sporting Club FLEXI-2 Membership Offer is not transferable or exchangeable for other goods or services and cannot be taken as cash. Subject to these terms and conditions, each participant is responsible for all costs associated with taking and using a Sporting Club FLEXI-2 Membership. The participant will not be charged a delivery or administrative fee.

11.The Sporting Club FLEXI-2 Membership is only redeemable as outlined below:

a) The participant must complete an online form and accept the terms and conditions via a QR code at an approved Sporting Club.

b) The participant must be a resident of Australia or New Zealand. Proof of residency of both countries can be requested by the Club at any time.

c) The participant must be over the age of 18.

12.Subject to any requirements of the applicable regulator, the Club reserves the right to cancel or change the Sporting Club FLEXI-2 Membership offer due to circumstances beyond the Club's reasonable control or if there are any changes to the law that would or might render the promotion or any Sporting Club FLEXI-2 Membership offered under the promotion unlawful. The Club reserves the right to substitute any Sporting Club FLEXI-2 Membership (or part of it) for an item of similar value.

13.If for any reason a participant does not redeem a Sporting Club FLEXI-2 Membership by the time stipulated by the Club, then the Sporting Club FLEXI-2 Membership will be forfeited.

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

15.Decisions of the management of the Club are final. No correspondence will be entered into.

16.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 reserves the right to make a decision. The Club's decision is final, and no correspondence or communication will be entered into. Subject to the unclaimed Sporting Club FLEXI-2 Membership clause, if for any reason the participant does not redeem the Sporting Club FLEXI-2 Membership at the time stipulated by the Club, then the Sporting Club FLEXI-2 offer will be forfeited.

17.The Club accepts no responsibility for late, lost or misdirected claims, entries or Membership tickets.

18. To the extent permitted by law, the Club makes no representations or warranties as to the suitability

of the Sporting Club FLEXI-2 Membership; and no compensation will be payable if, for any reason, a participant is unable to use the Sporting Club FLEXI-2 Membership

19. All entries become the property of the Club. Details of participants may be entered into a database and the Club and any business it owns or manages may use the participants' names, addresses and telephone numbers for future promotional, market research and publicity purposes. Participants 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.

20. Participants consent to the Club using the participants' name, likeness, image and/or (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 Club. These details will not be used in conjunction with any gaming machine advertisements.

21. A copy of the terms and conditions governing the promotion can be obtained from the Club.

22. 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 Club (including its respective officers, employees and agents) excludes all liability, 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, except to the extent that such loss and damage is caused by negligence on the part of the Club.

23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Club (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any: (a) economic loss of opportunity, loss of chance, loss of profit or indirect or consequential loss or damage arising in any way out of: (i) any technical difficulties or equipment malfunction (whether or not under the Club's control); or (ii) any theft, unauthorised access or third party interference; (b) any entry or participant claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Club) due to any reason beyond the reasonable control of the Club; (c) any variation in Sporting Club FLEXI-2 Membership value ; (d) any tax liability incurred by a winner or participants; or (e) use of a Sporting Club FLEXI-2 Membership.

24. The Club collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Club may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participants. Participants should direct any request to access, update or correct information to the Club's privacy officer. By entering in this promotion participants agree to participate in future marketing promotions not limited to SMS/MMS, phone or email. The Club will handle participants personal information in accordance with the Club's privacy policy which is available at <https://www.thevalley.com.au/privacy-policy>.

25. These terms and conditions are governed by the laws of the State of Victoria and each participant agrees to submit to the exclusive jurisdiction of the courts of Victoria

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