

Ballarat Leagues Club Racing Carnival Giveaway

Terms and Conditions of Entry

November 2025

1. **Terms and Conditions:** Information on how to enter and prizes form part of these terms and conditions of entry. Participation by the Venue (see Item 1 of Schedule 1), in the Promotion (see Item 2 of Schedule 1), is deemed acceptance of these terms and conditions of entry.
2. **Promotion Period:** Entry into the Promotion commences on the Commencement Date, as set out at Item 3 of Schedule 1 and closes on the Completion Date and Time, as set out at Item 4 of Schedule 1 ("Promotion Period").
3. **Name & Address of Promoter:** The Promoter's name, address and contact number are set out at Item 2 of Schedule 1.
4. **Eligibility for Entry:** Entry into the Promotion is only available to residents of Australia aged 18 years or over who are members of the Promoter's Venue during the Promotion Period. To receive an entry card for the Promotion, a Customer may be required to make a purchase in the Venue in any one transaction to the value of the Promotion Entry Amount (if any), as set out at Item 9 of Schedule 1, The Customer may be required to present their members card at the time of purchase. Entry cards may also be distributed at the sole discretion of the Promoter to Customers attending the Promoter's Venue during the Promotion Period.

Entry is not open to employees of the Promoter (whether full-time, part-time or casual) who are directly involved and/or associated with the conduct of the Promotion, and any members of their immediate families including, but not limited to spouses, parents, siblings and children.

5. **How to Enter:** Customers who wish to participate in the Promotion must place their entry card (or entry voucher if applicable) in the entry barrel located at the Promoter's Venue during the Promotion Period, unless otherwise directed by the Promoter. Once the Customer has placed their entry card (or entry voucher if applicable) in the entry barrel or in a place otherwise directed by the Promoter, the Customer will have validly entered the Promotion.
6. **Prize Draws:** The prize draws will be conducted at the Promoter's Venue on the Prize Draw Time and Dates. The first valid entry drawn on each specific date of the Prize Draw Time and Dates will win a prize as set out at Item 5 of Schedule 1.
7. **Liability:** The Promoter will not be liable for any loss, damage or personal injury suffered or sustained (including but not limited to indirect, special or consequential loss) as a result of entering the Promotion or taking a prize other than any liability that cannot be excluded by law. Nothing in these terms and conditions of entry affect, nor is intended to affect, any rights that an entrant might have that are not able to be excluded under applicable Australian consumer protection laws.
8. **Total Value of the Prizes:** The total dollar value of all prizes in the Promotion is the amount set out at Item 6 of Schedule 1.
9. **Notification to Winner:** The prize winners will be notified by phone and/or in writing.
10. **Substitution of Prizes:** Subject to any written direction from the Victorian Commission for Gambling and Liquor Regulation, the Promoter reserves the right to cancel or change the prizes 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 prizes offered under the Promotion unlawful. The Promoter reserves the right to substitute any prize (or part of it) for a similar prize (or part of a similar prize) of equal or greater dollar value should the stated prize not be available for any reason at the time of prize distribution.
11. **Unclaimed Prize Draw:** If a prize winner cannot be contacted by telephone or by mail by the Prize

Notification Date, as set out at Item 7 of Schedule 1, then they will be deemed to have forfeited their entitlement to the prize. In these circumstances, a redraw will be held on the Redraw Date, as set out at Item 8 of Schedule 1 at the offices of the Promoter. The Promoter reserves the right to redraw the prize in the event that the winner is not able to satisfy these terms and conditions, or forfeits or fails to accept their prize. The winner (if any) of the redraw will be notified by phone or mail.

12. **Valid Entry:** a) At the sole discretion of the Promoter, entry into the Promotion may be void if the entrant's entry card or entry voucher is stolen, forged, mutilated, photocopied or tampered with in anyway. b) Printing error(s) and other quality control matters relating to the production of the entry card or entry voucher will not invalidate an otherwise valid prize claim. c) An Incomplete, indecipherable or illegible entry card or entry voucher will be deemed invalid. d) The Promoter reserves the right, at any time, to verify the validity of the entry voucher or entry card, and claimants (including entrant's identity, age and place of residence) and to disqualify: (i) any entrant who does not comply with the rules in accordance with these terms and conditions of entry; or (ii) any entrant who tampers with the entry card or entry voucher. e) Any prize claim not complying with these terms and conditions of entry, in any way, will be deemed invalid.
13. **Privacy:** Personal information contained in the membership applications and member database will be used for the purpose of determining and/or contacting a prize winner and disclosed to third parties, including but not limited to agents, contractors, prize suppliers and Australian regulatory authorities and may also be used otherwise as previously authorised by such customers. Entry to the Promotion is conditional on providing this information. The Promoter may, for an indefinite period (unless an entrant's authority to do so is withdrawn in writing) use the entrant information collected for promotional, marketing, publicity, research and profiling purposes including sending electronic messages (including SMS) or telephoning the entrant. All entries become the property of the Promoter. The Promoter will comply with the National Privacy Principles contained in the *Privacy Act 1988*. You can gain access to the personal information held by the Promoter by phoning or writing to the Promoter at the address set out at clause 3 of the terms and conditions of entry.
14. **Publicity:** Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event the entrant is a prize winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
15. **Cancellation / delay / modification:** If, for any reason, any part of this Promotion is not capable of running as planned, including due to war, terrorism, state of emergency or disaster, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of any part of this Promotion, the Promoter reserves the right to cancel, terminate, delay, relocate, modify or suspend any or all elements of the Promotion, subject to written direction from any regulatory authority.
16. **Force majeure:** The Promoter will not be responsible for any act, omission, failure or delay by the Promoter which is due to an act of God, riots, acts of terrorism, storms, fire, epidemic, pandemic, public health emergency, any labour or industrial dispute, any strike and any other acts which are not reasonably within the control of the Promoter.
17. **No waiver:** Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
18. **Promoter's decision final:** In the event that there is a dispute concerning the conduct of the Promotion or the award of a prize, the decision of the Promoter will be final and no correspondence will be entered into.
19. **Governing law:** The laws of the State nominated at Item 10 of Schedule 1 govern the Promotion and all parties submit to the exclusive jurisdiction of the courts of or in that State.

Schedule 1 Details

Item 1	Venue	Ballarat Leagues Club
Item 2	Promotor	Ballarat Leagues Club 52 Humffray Street, Ballarat VIC 3350 Ph: (03) 5331 5830
Item 3	Commencement Date	27 October 2025
Item 4	Completion Date and Time	1 December 2025 at 10.59am
Item 5	Prizes, Draw Time and Dates	Monday 03 November 11:00am: \$75 Gift Voucher Monday 10 November 11:00am: \$75 Gift Voucher Monday 17 November 11:00am: \$75 Gift Voucher Monday 24 November 11:00am: \$75 Gift Voucher Monday 01 December 11:00am: Carlton Draft Esky valued at \$200
Item 6	Total Value of Prizes	\$500.00
Item 7	Prize Notification Date	28 December 2025
Item 8	Redraw Date	29 December 2025 at 11:00am
Item 9	Promotion Entry Amount	\$20
Item 10	Governing Law	Victoria