

Terms and conditions for Ambassador Search

1. Information on how to apply for this position and reward form part of these Terms and Conditions. Application is deemed acceptance of these Terms and Conditions.
2. Submissions are only open to Northern Territory residents aged 18 years or over. Employees (and their immediate families) of Darwin Turf Club Ltd ABN 21 373 066 193 ("Promoter") and agencies associated with this promotion are ineligible to apply. In these Terms and Conditions "immediate families" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. The promotional period commences at 1:00 pm ACST on 6th December 2017 and entries close at 5.00 pm ACST on 31st January 2018 ("Promotional Period").
4. To apply, individuals must, follow the prompts to the Darwin Turf Club website, fill in and email requested application form along with requested details and upload a photographs of themselves only.
 - a. Image must have been taken in the past 12 months, from the 1st December 2016.
 - b. All entry details must include full name, email address, phone number, date of birth, postcode
 - c. No images supplied in hard copy will be accepted; only digital files will be accepted.
 - d. Image must be a minimum size of 500kb and no larger than 2mb.
5. Applicants will be judged on Merit, chance plays no part in determining the successful applicant. Each entry will be individually judged by a panel of judges selected by the Darwin Turf Club in its sole discretion on the basis of suitability to the position. The judges reserve the right to select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
7. One ambassador will be determined and displayed on Darwin Turf Club's online platforms. The winner will also be notified by phone prior to 28th February 2018
8. Entries must not contain any material determined by the Darwin Turf Club, in its absolute discretion, to be obscene, offensive or inappropriate, or infringing upon the rights of any third party. The Promoter reserves the right, at any time, to refuse to accept any entry or remove any entry from the promotion that it deems, in its absolute discretion, to be obscene, offensive or inappropriate, or infringing upon the rights of any third party.
9. Each entrant warrants that: (a) the submitted photograph is a true depiction of the entrant; (b) they consent to have their likeness used by the Darwin Turf Club in relation to the promotion without any further reference or remuneration; (c) they are the person who appears in a photograph to be submitted by the entrant to the Promoter for the purposes of the promotion (d) if the photograph was taken by a third party, the entrant has obtained all necessary permission to submit the photograph for the purposes of the promotion; (e) if they are the owner of the photograph, the entrant agrees to assign all rights, title and interest (including pursuant to the Copyright Act 1968 (Cth.)) in and to their entry to the Darwin Turf Club and, if applicable, consents to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth.); (f) they have not made any false statements or provided any false information, including photographs, to the Darwin Turf Club, and; (g) they will indemnify the Darwin Turf Club against all claims, losses, damages and costs by third parties arising from a breach of the warranties set out in this clause. All entries become the property of the Promoter and photographs will not be returned.
10. The Darwin Turf Club reserves the right, at any time, to verify the validity of 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 application process. Errors and omissions will 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.
12. Incomplete or indecipherable entries will be deemed invalid.
13. Only one application is permitted per person.

14. If there is a dispute as to the identity of an applicant, the Darwin Turf Club reserves the right, in its sole discretion, to determine the identity of the applicant.

16. Prizes, or any unused portion of a Prize, will not be transferable or exchangeable and will not be able to be taken as cash, unless otherwise specified. The prize cannot be transferred to any other person, unless agreed to by the Promoter.

17. Entrants consent to the Darwin Turf Club using the entrant's name, likeness, image and/or voice in the event they are the successful applicant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

18. 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 Darwin Turf Club, including but not limited to, technical difficulties, unauthorised intervention or fraud, the Darwin Turf Club reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

19. Any cost associated with accessing the Darwin Turf Club website is the entrant's responsibility and is dependent on the internet service provider used. The Darwin Turf Club makes no guarantee of the availability of the web services and will not be held responsible for interruption of service that may interfere with the ability to participate in this promotion.

20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth.) ("CCA") or any other legislation which provides for consumer guarantees that may not be excluded, restricted or modified by agreement ("Non-Excludable Guarantees"). If the CCA or any other legislation implies a condition, warranty or term into these Terms and Conditions or provides statutory guarantees in connection with these Terms and Conditions, in respect of goods and services supplied (if any), the Darwin Turf Club liability for breach of such a condition, warranty, other term or guarantee is limited to (at the Darwin Turf Club election) to the extent it is able to do so: (1) in the case of supply of goods, the Darwin Turf Club doing any one or more of the following: (a) replacing the goods or supplying equivalent goods (b) repairing the goods (c) paying the cost of replacing the goods or of acquiring equivalent goods; and/or (d) paying the cost of having the goods repaired; or (2) in the case of supply of services, the Promoter doing either or both of the following: (a) supply the services again; and/or (b) paying the cost of having the services supplied again.

21. The Darwin Turf Club collects personal information in order to conduct the Darwin Turf Club and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and as required, the Australian regulatory authorities. Entry to this promotion, and receiving the Prize, is conditional on providing this information. The Darwin Turf 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 entrant. Entrants should direct any request to access, update or correct information to the Darwin Turf Club. For further details see the privacy policy at www.darwinturfclub.org.au