



DARWIN RACING

## TERMS & CONDITIONS FOR AMBASSADOR SEARCH

1. Information on how to apply for this position form part of these Terms and Conditions.
2. Lodging of the Application is deemed acceptance of these Terms and Conditions by the entrant.
3. Applications are only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of Darwin Turf Club Incorporated (ABN 21 373 066 193) ("**Promoter**") and agencies associated with this promotion or the Promoter 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.

In these Terms and Conditions "agencies associated" means any of the following: employees, directors, shareholders of any sponsors, companies, contractors associated with this promotion or the Promoter.

5. The promotional period, during which applications can be made, commences at 9:00 am AEDST on 7<sup>th</sup> November 2018 and applications close at 6.00 pm AEDST on 29<sup>th</sup> November 2018 ("**Promotional Period**").
6. To apply, individuals must, follow the prompts to the Darwin Turf Club website, fill in and email the application form along with requested details and upload a photographs of themselves only. All entrants must ensure:
  - a. Image must have been taken in the past 12 months, from the 7<sup>th</sup> November 2017.
  - 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 2000kb.
7. Only one application is permitted per person.
8. One ambassador will be selected and displayed online on the Darwin Turf Club website and Facebook page. The winner will also be notified by phone prior to 14th December 2018.
9. Entries must not contain any material determined by the Promoter, 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 application or remove any



## DARWIN RACING

application 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.

10. The Promoter 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 excepted 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.
11. Incomplete or indecipherable entries will be deemed invalid.
12. 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.
13. 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.
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 Promoter, including but not limited to, technical difficulties, unauthorised intervention or fraud, the Promoter 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.
15. 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 Promoter 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.
16. In the event they are the successful prize winner, the entrants consent to the Promoter using their Personal Information 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.

In these Terms and Conditions "Personal Information" means any of the following: name, age, contact details, likeness, visual image, and/or voice (including photograph, film and/or recording of the same).

17. Each entrant acknowledge and accept:
  - a. Entrants will be judged on merit, chance plays no part in determining the successful applicant.
  - b. Each application will be individually judged by a panel of judges selected by the Promoter in its sole discretion on the basis of suitability to the position.



DARWIN RACING

- c. The judges reserve the right to select additional reserve applications which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant;
- d. The judges' decision will be final; and
- e. The entrant will comply with the reasonable directions and decisions of the Promoter;

18. 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 Promoter in relation to the promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter without any further reference or remuneration;
- c. They consent to have their Personal Information used by the Promoter in relation to the promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter without any further reference or remuneration;
- d. They are the person who appears in a photograph to be submitted by the entrant to the Promoter for the purposes of the promotion
- e. 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;
- f. 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 material to the Promoter and, if applicable, consents to any use of their entry material which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth.);
- g. They have not made any false statements or provided any false information, including photographs, to the Promoter, and;
- h. All entries become the property of the Promoter and photographs will not be returned.
- i. They will indemnify Promoter against all claims, losses, damages and costs by third parties arising from a breach of the warranties set out in this clause.

19. The entrants indemnifies the Promoter from and against all expenses, claims, damages, suits, actions, judgments and costs whatsoever including reasonable legal fees arising out or in any way connected with the use by the Promoter of the entrant's name, likeness, signature or the Personal Information in the advertising and promoting of the Darwin Turf Club or otherwise.

20. The Promoter collects the entrant's 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 the providing this Personal information. The Promoter may, for an indefinite period, unless otherwise advised, use the entrants' Personal Information for promotional, marketing, filming, publicity, research and profiling purposes, including sending electronic



DARWIN RACING

messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. For further details see our privacy policy at [www.darwinturfclub.org.au](http://www.darwinturfclub.org.au)