

## TERMS AND CONDITIONS 2023 MEMBERSHIP DRAW (NEW MEMBERS)

Your participation in Darwin Turf Club Membership Draw for New Members ('the Competition') constitutes deemed acceptance of the following terms and conditions:

1. By entering, you acknowledge that each entrant has an equal chance of winning the prize and the winner will be drawn by the Darwin Turf Club (hereon DTC).
2. The Promoter of the Competition is 'DTC'. 'DTC, reserves the right, at any time to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
3. The Prize is a Corporate Suite for a maximum 20 people on a non-feature race day and to be used by June, 2023. The prize includes a standard three-hour food and beverage package to be determined by the Darwin turf Club.
4. To be eligible to enter 'the Competition' you must:
  - a) Be a financial member of the DTC.
  - b) Purchase a membership from 12:01am 1 November, 2022 to 11:59pm 31<sup>st</sup> December, 2022 (during active promotional dates).
  - c) Participates must be over 18 years of age at the time of purchasing the membership.
5. By entering you consent to the promoter collecting your personal details. You will receive email updates containing information relevant to the promoter and you will have the option to unsubscribe from these updates.
6. The draw will be held on Monday, January 9, 2023
7. The winner must claim the prize by 11:59pm Monday, January 16, 2023.
8. Entrants can only win once on each draw day.
9. Prize must be used before June 30, 2023. If prize has not been used before this date, prize will be forfeited.
10. Winning member will be randomly selected on the day of the draw. The drawn member will be the winner.
11. Winners will be announced on DTC Facebook page and contacted directly using the information supplied on their membership application form.
12. There will be no re-draws.
13. The prize cannot be on-sold to a third party.
14. There is no replacement of lost winnings.
15. Membership cards must be presented to reception to claim the prize.
16. The DTC reserves the right to disqualify any member reasonably suspected of forgery or tampering.
17. In the event of two or more members claiming the prize, members will be asked to present their membership cards to reception.
18. Draws cannot be won by any staff member employed by the Darwin Turf Club or Silks Darwin.
19. Entrants must be an Australian Resident **18 years of age or older** to be eligible to enter the competition.
20. If this competition 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 Promoters, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law:
  - a) to disqualify any entrant; or
  - b) subject to any written directions from a regulatory (or other appropriate) authority to modify, suspend, terminate or cancel the Competition, as appropriate.
21. The name of the winner may be published and the winner may be asked to participate in any publicity regarding the competition – including real time social media updates, or images published in local media outlets.
22. The prize winner will be advised on how the prize is to be delivered and / or collected.
23. The prize winner agrees that the DTC accepts no responsibility or liability for any delay or failure to deliver a prize, or failure by the DTC to meet any of its obligations in these conditions of entry or otherwise where delivery of a prize may be subject to delay, the DTC will notify the winner as soon as possible and the DTC will use its best endeavours to facilitate delivery as soon as possible.
24. The DTC (including its 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 competition, including but not limited to:
  - a) Any technical difficulties or equipment malfunction (whether or not under the promoter's control);
  - b) Any theft, unauthorized access or third-party interference;
  - c) Any entry, prize, or claim for a prize that is late, lost, altered, damaged or misdirected (whether before or after receipt by the promoters) due to any reason beyond the reasonable control of the promoters;
  - d) Any variation in prize value to that stated in these Terms and Conditions.
25. The promoters are; the Darwin Turf Club (DTC).