

## Book and Win TERMS AND CONDITIONS

This Schedule, together with the Terms of Entry, constitute  
The Competition Terms of Entry for the Promotion.

### Schedule

<b>1</b>	<b>Promotion</b>	Book and Win – Peninsula Picnic Day
<b>2</b>	<b>Promoter</b>	Melbourne Racing Club F&B Limited, trading as the Pegasus Leisure Group ABN 60 605 607 001 of Gate 22, Station Street, Caulfield East VIC 3145
<b>3</b>	<b>Participating Venues</b>	Mornington Racecourse
<b>4</b>	<b>Promotion Period</b>	Entry into the Promotion commences on: 14 <sup>th</sup> December 2022 Entry into the Promotion closes on: 15 <sup>th</sup> March 2023 at 11:59pm
<b>5</b>	<b>Age Restriction</b>	Entrants in the Promotion must be strictly 18 or over to enter
<b>6</b>	<b>Eligible Entrants</b>	Entry in the Promotion is only open to all residents of Victoria, excluding: (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including the prize supplier); (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (a) (including natural and non-natural relations (in the opinion of the Promoter)); (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter; (d) persons who have been evicted from any Pegasus Leisure Group ( <b>PLG</b> ) venue; and (e) any other persons deemed ineligible by the Promoter.
<b>7</b>	<b>Entry Method</b>	In order to gain entry into the Promotion (an <b>Entry</b> ), an Eligible Entrant will, during the Promotion Period purchase a 2023 Peninsula Picnic Ticket (all ticket types) via <a href="https://tickets.mrc.net.au/e/the-peninsula-picnic-2023/tickets">https://tickets.mrc.net.au/e/the-peninsula-picnic-2023/tickets</a>
<b>8</b>	<b>Maximum Number of Entries</b>	Strictly 1 entry per person
<b>9</b>	<b>Prizes</b>	2 (two) prize winners will receive 1 (one) double pass into The Meadows (valued at over \$500) each.
<b>10</b>	<b>Draw Date &amp; Mechanics</b>	The Promoter will conduct a random electronic draw of all Entries to determine the prize winners on 16 <sup>th</sup> March 2023 at 10:00am.
<b>11</b>	<b>Notification of Winners</b>	Prize winners will be notified by one or more of the following by 16 <sup>th</sup> March 2023, 10:00am: <input type="checkbox"/> mail <input checked="" type="checkbox"/> email <input checked="" type="checkbox"/> telephone <input type="checkbox"/> in person <input type="checkbox"/> Website(s) <input type="checkbox"/> social media

<b>12</b>	<b>Publication of Winners</b>	Winners will be published on the Peninsula Picnic Website <a href="http://www.peninsulapicnic.com.au">www.peninsulapicnic.com.au</a> for 28 days.
<b>13</b>	<b>Prize Claim Date</b>	12pm on 16 <sup>th</sup> March 2023
<b>14</b>	<b>Prize Delivery</b>	The Prize (tickets to the Meadows) will be sent via email to the winner/s.

# Promotion Terms and Conditions

## Terms of Entry

### General

1. Defined terms in these terms and conditions have the meanings set out in the Schedule above.
2. By entering into the Promotion, you acknowledge that you have read, understood and agree to the Promotion terms and conditions.
3. The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, including amending these terms, at any time and for any reason.
4. These terms and conditions are governed by the laws of the State of Victoria and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.

### Eligibility

5. The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.
6. The Promoter has absolute discretion to disqualify any individual who tampers with the application process or who has breached these terms and conditions.

### Entry Mechanic

7. The Promoter may amend or extend the Promotion Period dates, entry times and/or days in its absolute discretion.
8. The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including but not limited to entrant identity and location) and disqualify any entrant who is not an Eligible Entrant or who submits an Entry that is not in accordance with these terms and conditions.
9. The Promoter accepts no responsibility for lost, misplaced or misdirected entries.

### Prize and Prize Draw

10. Unless otherwise stated, the Prize does not include transfers.
11. The Promoter will conduct a random and equal chance electronic draw to determine the Prize winner(s) on the Draw Date and will notify each winner as soon as reasonably practicable.
12. In the event that reasonable efforts have been made to identify a winner and that a winner cannot be readily identified or does not return contact 72 hours after the Promoter has sought to notify the Prize winner, the Promoter may, in its absolute discretion, elect to re-allocate that Prize to a new winner and will use reasonable endeavours to notify the original winner of the re-allocation.
13. Each person is only entitled to win one prize
14. The Prize is non-transferable, non-exchangeable and not redeemable for cash. The Promoter reserves the right to substitute an alternative prize at its complete discretion. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prize; and (b) no compensation will be payable if, for any reason, the 2023 Peninsula Picnic event does not go ahead, a winner cannot be contacted or is unable to use the Prize as stated.
15. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward. If the Prize is obtained through any of these methods, it will not be honoured.

16. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

### Liability and indemnity

17. Except for any liability that cannot be excluded under trade promotion laws or the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the Promotion and Consumer Act 2010 (Cth), Australian Consumer Law and Fair Trading Act 2012 (Vic), as amended from time to time, or other similar legislation of a State or Territory of Australia, or other applicable law, the Promoter (including its officers, employees, members 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 Promotion, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; any variation in prize value to that stated in these terms and conditions; any tax liability incurred by any entrant; any prize(s); or participation in or use of the prize.
18. To the fullest extent permitted by law, entrants release and will release the Promoter from all claims that the entrant may have or may have had but for this release arising from or in connection with the entrant's participation in the Promotion (including the Prize) and will indemnify and will keep indemnified the Promoter in respect of any claim by any person arising as a result of or in connection with the entrant's participation in the Promotion (including the Prize).

### Privacy

19. The personal information you have provided in your entry to the Promotion is collected, used and disclosed in accordance with the Promoter's Privacy Policy (available from <http://mrc.racing.com/our-club/governance/terms-and-conditions/privacy-policy>). The Promoter may use and disclose your personal information for the purposes of conducting and administering the Promotion, awarding the Prize, and other related activities across Australia, including providing you with member services or promotional and marketing material, direct marketing, complying with its legal obligations or otherwise in accordance with the Promoter's Privacy Policy. The Promoter may share your personal information, including but not limited to contact details, date of birth, gender, qualifications or communication history, with third parties to carry out functions and activities on the Promoter's behalf, including but not limited to direct marketing, companies the Promoter engages to operate rewards/loyalty programs for the Promoter or otherwise in accordance with the Promoter's Privacy Policy. In certain circumstances, your information may be disclosed overseas. The Promoter's Privacy Policy contains information about how you may access and request correction of your personal information held by the

Promoter or make a complaint about the handling of your personal information, and provides information about how a complaint will be dealt with by the Promoter. Your entry may be rejected if the required information is not provided. If you do not wish to receive promotional material from the Promoter, the Promoter's sponsors or third parties you must advise us via email or telephone or via the specific opt-out procedures provided in the relevant communication.