



Thoroughbred Racing S.A. Limited

FASHION AT THE RACES

2011 – 2012 TERMS AND CONDITIONS

1. Information on how to enter and prizes forms part of these terms and conditions of entry (**Terms and Conditions**). Entry into the Fashion at the Races Competition (**Competition**) is deemed acceptance of these Terms and Conditions.
2. The promoter of the Competition is Thoroughbred Racing S.A. Limited (ABN 25 094 475 939) of GPO Box 2646, Adelaide SA 5001 (**TRSA**).
3. Subject to clause 4, entry is open to all individuals who are at least 18 years of age on the day of their entry into the Competition.
4. The following are ineligible to enter the Competition:
 - 4.1 employees, board members and committee members of TRSA;
 - 4.2 employees, board members and committee members of any of the 25 South Australian thoroughbred racing clubs;
 - 4.3 hosts and judges of the Competition;
 - 4.4 sponsors of the Competition and suppliers of prizes for the Competition; and
 - 4.5 any immediate family member of a person listed in 4.1 to 4.4 (inclusive).
5. TRSA reserves the right to verify the eligibility and validity of entries to the Competition. TRSA may in its absolute discretion determine that an entry is invalid and disqualify any entrant for reasons including:
 - 5.1 tampering with the entry process or for submitting an entry which does not comply with these Terms and Conditions;
 - 5.2 if the entrant is engaged in any unlawful conduct or other conduct which is improper, offensive, disparages TRSA or any of its related entities or which is designed to jeopardise the fair and proper conduct of the Competition.

Any determination by TRSA as to eligibility and validity of entries is final and no correspondence will be entered into.
6. The Competition is a game of skill. Chance plays no part in determining the winners.

* the scheduled date of the 2012 Derby Day race meet is to be confirmed by TRSA by 1 August 2011 and will be notified on www.theracessa.com.au.

7. The Competition is open for entrants at any race day at which a Competition heat is scheduled between 1 May 2011 and the 2012 Derby Day race meet which is expected to be held on 5 May 2012* (**Entry Period**). The Competition ends on the date of the 2012 Derby Day race meet, when the winner of the Competition final will be decided.
8. The Competition shall operate as follows:
- 8.1 South Australian thoroughbred racing clubs will host Competition heats during the Entry Period at one or more race meets operated by those clubs which actually occurs and is not otherwise cancelled.
- 8.2 Winners of the heats conducted at Country race meets will proceed to their relevant Regional Final, save that:
- (a) the West-Coast regional finalist shall be determined by the judges in a virtual semi-final from the winners of two groups of heats, the first comprising the winner of the heats conducted at the Ceduna and Penong Cups, and the second comprising the winner of the heats conducted at the Lock, Kimba and Streaky Bay Cups; and
- (b) the winner of the Mindarie-Halidon heat will progress to the Murray Bridge Gold Cup heat as an entrant of that Competition heat, where one winner will be selected to proceed to the Competition final.
- 8.3 The winners of the Regional Finals will then progress to the Competition final.
- 8.4 Winners of heats conducted at a Unique and Metropolitan and Provincial race meet automatically progress to the Competition final.
- 8.5 15 finalists (including the winner of the last Competition heat conducted on the day of the Competition final) shall participate in the Competition final held at the 2012 Derby Day race meet at the South Australian Jockey Club, Morphettville Racecourse, Morphett Road, Morphettville, South Australia.

Country race meet means the: Millicent Cup; Bordertown Cup; Naracoorte Cup; Mindarie-Halidon Cup; Penola Cup; Hawker Cup; Quorn Cup; Port Augusta Cup; Jamestown Cup; Clare Easter Races; Ceduna Cup; Penong Cup; Lock Cup; Kimba Cup and Streaky Bay Cup (in each case subject to the cancellation of any race meet).

Unique race meet means the Roxby Downs Outback Cup and Kangaroo Island Cup (in each case subject to the cancellation of any race meet).

Metropolitan and Provincial race meet means the Mount Gambier Cup; Balaklava Cup; Gawler Cup; Murray Bridge Cup; Strathalbyn Cup; Port Lincoln Cup; Melbourne Cup Day at the South Australian Jockey Club, Derby Day at the South Australian Jockey Club and Oakbank Easter Monday (in each case subject to the cancellation of any race meet).

Regional Final means the West Coast Regional Final (conducted virtually), Clare Valley Regional Final (conducted at Clare Easter Races); Flinders Ranges Regional Final (conducted at the Port Augusta Cup) and Limestone Coast Regional Final (conducted at the Penola Cup) (in each case subject to the cancellation of any race meet).

See www.theracessa.com.au for more details on, and a diagrammatic representation of, the Competition structure, the classification of each racing club as Country, Unique and Metropolitan and Provincial, and the dates and locations of each stage of the Competition.

9. Entrants acknowledge that race meets at which any stage of the Competition is to be held (or any part of the Competition to be held at a race meet) may be brought forward, postponed or cancelled, including at short notice. In the event that any race meet at which any stage of the Competition is to be held (or any part of the Competition) is brought forward, postponed or cancelled for any reason, TRSA shall in exercise of its sole discretion determine the way in which the Competition shall proceed. For example, TRSA may determine that a particular heat, semi-final or Regional Final that is cancelled does not form part of the Competition.
10. Competition stages may be divided into various categories (for example Men's, Ladies, Hat etc), however only one person at each stage will be selected as the winner to progress to the next stage of the Competition.
11. Entrants are entitled to enter more than one Competition heat. In the event that one entrant is the winner of multiple Competition heats, the runner-up at the second (and subsequent) Competition heats will progress to the next stage of the Competition.
12. To enter the Competition, entrants must complete and submit an entry form at the Fashion at the Races registration desk prior to the time specified by the relevant club on the day of the Competition heat. Entries received after such time will not be accepted as eligible for the Competition.
13. Entrants must present themselves to the Fashion at the Races judging area prior to the scheduled commencement of the relevant stage of the Competition, within the time period specified by the relevant club.
14. All entrants must be able to attend the relevant semi-final or Regional Final stage and final stage of the Competition. In the event that a semi-finalist cannot participate their relevant semi-final or Regional Final for whatever reason, that semi-finalist will forfeit their position in the Competition. In the event that a finalist cannot participate in the final stage of the Competition, another finalist may be selected by the judges from the entrants in the relevant previous stage of the Competition, to proceed to the Competition final.
15. TRSA and its nominees will select the judging panel for the Competition in exercise of their sole discretion.
16. All entrants will be judged individually on their merits against a list of race wear criteria that is available at www.theracessa.com.au and will also be provided to finalists in the Competition.
17. Pictures of the entrants may be available for viewing on the TRSA Facebook Page and at www.theracessa.com.au for the purposes of raising awareness for TRSA and the Competition. The general public may be able to indicate their favourite entrants by clicking on the "Like" button for each entrant's photograph on the TRSA Facebook Page or otherwise, however this will have no impact on the judges' decisions.
18. Judging of each stage of the Competition will take place at each relevant race meet, as described in clause 8 above.
19. The winning entrants, as determined by the judges, will win a prize. The judges' decision is final and no correspondence will be entered into.
20. The maximum Competition prize pool valued is \$35,599, including the following 26 prizes:

20.1 Winner of the Competition Final's Prize:

White 2011 Volkswagen Polo, DSG Hatchback, 1.4 Litre (63 kw) engine, 7 speed automatic transmission, with at least 4 months registration as at the date of announcement of the winner, valued at \$23,139.

20.2 Runner-up of the Competition Final's Prize:

Liza Emanuele Australia fashion experience, comprising a fashion voucher and styling experience valued at \$3,000.

20.3 14 Finalists' Prizes (awarded to all finalists, comprising winners of Regional Finals, winners of heats conducted at Unique race meets and winners of heats conducted at Metropolitan and Provincial race meets, excluding the finalist that qualifies for the Competition final on the day of the final).

Accommodation and Derby Day hospitality prize packs, valued at up to \$590 each, including:

- Two nights' accommodation for the Competition finalist and another adult in a Studio Room from Friday to Sunday of the May 2012 Derby Day weekend at the Oaks Plaza Pier Hotel, Glenelg, South Australia (4.5 stars), valued at \$370; and
- Hospitality package for the Competition finalist and another adult at the 2012 Derby Day, valued at up to \$220.

This prize is only valid for use by the Competition finalist and another adult, on the dates specified, being the weekend of the Competition final, held at the South Australian Jockey Club, Adelaide on 5 May 2012, or such other dates advised by TRSA in the event that the date of the 2012 Derby Day race meet changes.

20.4 10 Semi-finalists' Prizes (awarded to the 10 semi-finalists, who are required to attend a second race day to participate in a semi-final or Regional Final).

Race day hospitality package for the semi-finalist and another adult at the relevant race day at which their semi-final or Regional Final is being held, valued at up to \$220.

This prize is only valid for use by the Competition semi-finalist and another adult, on the dates specified.

21. The value of the prizes set out in clause 20 above represents the recommended retail value of the prizes and is correct at the time of printing these Terms and Conditions. TRSA accepts no responsibility for any variation in the prize values. If a prize is unavailable for any reason, TRSA may substitute a prize of equivalent value.
22. All winners will be announced at the relevant race day at the conclusion of the stage of the Competition save that the West-Coast regional finalist shall be notified within 10 working days of the judges' decision by telephone and/or by post.
23. Prizes can not be transferred, exchanged or redeemed for cash. TRSA reserves the right to request that prize winners provide proof of identity or proof of their eligibility to enter the Competition in order to claim their prize.
24. Prizes may be subject to additional conditions. Any element of a prize that is unclaimed or unused prior to its expiry or otherwise according to its terms will be forfeited and no compensation will be payable in lieu of that element.

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25. If the car is not claimed within one month of the Competition final, the car will become the property of TRSA.
26. Any tax liability arising as a result of accepting any prize is the responsibility of the prize winner.
27. Entrants in the Competition agree and hereby consent that they may be filmed, photographed and/or interviewed and that such material, together with their names, may be used without payment or other compensation by TRSA, its sponsors and other third parties for future promotional purposes.
28. The winner, runner-up and all finalists and semi-finalists of the Competition agree to participate in all reasonable news media or other promotional activities conducted by TRSA, including without limitation photo shoots and interviews.
29. Entrants must not use the Competition as a means for commercially promoting any brand, store, product or designer and must not enter the Competition on behalf of any other person or accept payment or other compensation from any person to enter the Competition or to wear any particular outfit, make-up, footwear or accessories.
30. All entry forms become the property of TRSA. All personal information provided by entrants shall be used by TRSA for the purposes of conducting the Competition. This information may also be used by TRSA in the future for promotional, marketing, research and profiling purposes and to contact entrants in relation to TRSA's activities. TRSA may share such information with others that assist in performing the above, including those sponsors that provide prizes for the Competition. TRSA will otherwise use all information collected from an entrant in accordance with the TRSA Privacy Policy, a copy of which is available on www.theracessa.com.au.
31. To the maximum extent permitted by law, TRSA and its officers, employees and agents exclude all liability (including for negligence) for any death, injury, loss or damage to property or person, whether direct, indirect, special or consequential arising out of or in connection with this Competition, including without limitation, entry into this Competition, attendance and participation in any heat or judging event, failure by TRSA to receive an entry, change of date or cancellation of an event and use of a prize.
32. These terms and conditions are governed by the laws of the State of South Australia. All entrants irrevocably submit to the exclusive jurisdiction of the courts of the State of South Australia and the courts of appeal from them.