# The Club, Caroline Springs 'Escape To Palm Cove' Promotion - TERMS AND CONDITIONS

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

# Schedule

1	Promotion Overview	Pegasus Rewards "Win a trip to Palm Cove" Major Promotion. The promotion offers members the chance to win an all-inclusive family holiday package to Palm Cove.
2	Promoter	VICTORIA AMATEUR TURF CLUB (INCORPORATING THE MELBOURNE RACING CLUB), <b>ABN 96 267 203 634</b> of Gate 22, Station Street, Caulfield East VIC 3145
3	Participating Venues	The Club
4	Promotion Period	<ul> <li>Entry Opens: 12:01am Monday 6 October 2025</li> <li>Entry Closes: 5.00pm Sunday 9 November 2025</li> </ul>
5	Age Restriction	Entrants in the Promotion must be strictly 18 or over to enter.
6	Eligible Entrant	Entry into the Promotion is only open to residents of Victoria who are members of the Pegasus Rewards loyalty program during the Promotion Period, but excludes:  (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 Participating Venues; and  (e) a person who redeems an entry on behalf of an individual other than themselves  (f) any other persons deemed ineligible by the Promoter.
7	Entry Method	<ol> <li>Daily Kiosk Swipe:         Members can swipe their Pegasus loyalty card once daily at the kiosk, where an entry ticket will be printed.         This entry ticket must then be placed into the Entry Box.</li> <li>Food &amp; Beverage Purchase:         Members who spend a minimum of \$10 in a single transaction, swiping their Pegasus loyalty card at time of transaction, on food or beverages are eligible for an entry ticket. After the transaction, the member must scan their Pegasus loyalty card at the venue's loyalty kiosk to redeem entry tickets, and then place entries into the Entry Box.</li> <li>All members are responsible for placing their own entry tickets into the Entry Box, prior to the promotion ending (Schedule 4).</li> </ol>
8	Maximum Number of Entries	Maximum entries are outlined below:  1. Members may receive a maximum of one (1) Daily Kiosk entry ticket per day by swiping at the kiosk.  2. Additional entry tickets can be earned with every \$10 spent in a single transaction, with no limit on the number of transactions or entry tickets.
9	Prize	One major prize package including:

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10	Total Prize Value (Trip)  Draw Mechanism For Winner	<ul> <li>Return flights for 2 adults &amp; 2 children (extra children covered if applicable) – value to be confirmed at time of booking.</li> <li>5 nights' accommodation – valued at \$4,500</li> <li>Accommodation for one family unit, one apartment only, no split dwelling.</li> <li>\$2,000 Australian Dollars (AUD) spending money</li> <li>Melbourne airport terminal parking – valued at \$300</li> <li>Shuttle transfers to and from hotel – valued at \$150</li> <li>Flexible travel dates to be agreed with winner</li> <li>Prize is not transferable or exchangeable, however can be substituted for \$5,000 Australian Dollars (AUD) cash</li> <li>Winner must confirm acceptance and prize preference within 10 days of notification</li> <li>\$6,950 + Flights (value to be confirmed at time of booking) Or</li> <li>\$5,000 Australian Dollars (AUD) cash</li> <li>Draw Night:</li> <li>All valid entries (section 7) will be contained in the Entry Box, a physical draw will be conducted by venue management to select one (1) entry, deeming that individual the winner of the Prize (section 9).</li> <li>The winner does not need to be present at the draw, they will be contacted within 24 hours post the event to notify them of winning the Prize.</li> </ul>
12	Draw Date	Thursday 13 November 2025, 5.00pm at The Club,
13	Notification of	Caroline Springs
13	Notification of Winners	The winner will be notified by one or more of the following methods within 24 hours of draw outlined in section 12.
		□ mail □ email ⊠ telephone ⊠ In person □ Website(s) □ social media
14	Publication of	Winner's name will be published on the Pegasus Rewards
15	Winners Prize Claim Date	website within 7 days of the draw.  Prize must be claimed within 10 days of notification (Sunday 23
15	Frize Cialili Date	November 2025).
16	Prize Delivery	<ul> <li>Travel will be arranged directly with the winner by the Promoter or it's nominated travel agent. Spending money will be provided by electronic funds transfer (EFT).</li> <li>If cash is selected, it will be paid to the Winner's nominated bank account via electronic funds transfer EFT, requiring the Winner to complete a form, provide banking details.</li> <li>After submitting their details, Finalists will receive a verification call from Melbourne Racing Club's (MRC)</li> </ul>

# 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.
- By entering into the Promotion, you acknowledge that you have read, understood and agree to the Promotion terms and conditions.
- The Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, including amending these terms, at any time and for any reason.
- 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.
- The Promoter has absolute discretion to disqualify any individual who tampers with the application process or who has breached these terms and conditions.
- 7. The Promoter reserves the right to refuse any participation in the Promotion (including refusing entry to the Event to any person including a prize winner) to anyone deemed to be displaying abusive language, displaying unsafe, drunken or inappropriate behaviour at the Event or who otherwise has potential (in the Promoter's absolute discretion) to in any way damage the brand, reputation or image of the Promoter or any of its sponsors or major partners.

# **Entry Mechanic**

- 8. The Promoter may amend or extend the Promotion Period dates, entry times and/or days in its absolute discretion.
- 9. 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.
- The Promoter accepts no responsibility for lost, misplaced or misdirected entries.

## **Prize and Prize Draw**

- 11. The Promoter will conduct a random and equal chance 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 by 11:59pm on Sunday 23 November 2025, after the Promoter has sought to notify the Prize winner, the Promoter may, in its absolute discretion, elect to re-allocate those tickets to a new winner and will use reasonable endeavours to notify the original winner of the re-allocation.
- 13. Eligible Entrant cannot win more than one Prize.
- 14. The Prize is non-transferable, non-exchangeable, however can be redeemable for a cash amount. 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 Event does not go ahead, a winner cannot be contacted or is unable to use the Prize as stated
- 15. This Prize does not include any travel insurance, travel insurance is the responsibility of the Prize Winner.
- 16. 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.

17. 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

- 18. 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.
- 19. 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**

20. 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 http://mrc.racing.com/our-club/governance/terms-andconditions/privacy-policy). The Promoter may use and disclose your personal information for the purposes of conducting and administrating 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.