

Competition:

Westbred APG

Competition Overview

Two prizes are on offer for new owners to the harness racing industry to assist with the purchase of a Westbred yearling at the Perth APG Sales on Sunday 1 March 2020.

- 1st prize \$5,000 voucher
- 2nd prize \$5,000 voucher

Terms and Conditions

General

1. The Promoter is: Racing and Wagering Western Australia (**RWWA**) of 14 Hasler Rd, Osborne Park, Western Australia, 6017, +61 8 9445 5333, ABN 21 347 055 603;
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who can enter

4. Entry is open to all residents of Western Australia over the age of 18 who:
 - comply with the conditions set out in paragraph 6; and,
 - have not owned a pacer in the last two years; and,
 - are not employees of RWWA, their immediate families and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto 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.
5. RWWA reserves the right to require that all Entrants provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of RWWA. If each winning Entrant cannot provide suitable proof, the winning Entrant will forfeit the prize in whole and no substitute will be offered.
6. It is a condition of entry that all Entrants satisfy RWWA Rules of Harness Racing (1 August 2004) and racehorse ownership requirements. Each Entrant acknowledges that if he wins the prize, he or she must notify RWWA if:
 - during the past 10 years, he or she has been convicted of any offences involving violence against a person or dishonest or criminal activity; or
 - there is a charge pending against him or her for any of the above offences; or
 - he or she has ever been convicted under the RWWA Rules of Harness Racing (1 August 2004) or the rules of any racing authority.

A winning Entrant's eligibility to claim the prize is subject to the Registrar's approval. If an Entrant is not approved by the Registrar, the winning Entrant will forfeit the prize and the prize will be deemed unclaimed.

How to enter

7. Details of how to enter the competition are set out on the on <https://www.rwwa.com.au/our-community/owners-only/sign-up-to-owners-only/>

To enter the competition, entrants must register prior to 5pm on Thursday 27 February 2020 via the online entry form on <https://www.surveymonkey.com/r/WINaWestbredYearling>

8.
 - a. Entrants are restricted to one entry per person
11. The prize draw will be conducted at RWWA, 14 Hasler Road via random number generator at 10am on Friday 28 February 2020 and winners will be notified by telephone shortly thereafter.
12. Entrants must be in attendance at the Perth APG Sales on Sunday 1st March to redeem the prize.

Prize Details

13. The total prize pool value is \$10,000 (including GST).
 - a. The prizes will be in the form of Vouchers and the Vouchers can only be used at the 2020 Perth APG Yearling Sale towards the purchase of a Westbred Racehorse or share in a Westbred Racehorse where such horse is sold via auction at the yearling sale.
 - i. 1st prize \$5,000 voucher
 - ii. 2nd prize \$5,000 voucher
 - b. The prizes must be used on a Westbred yearling that is purchased at the 2020 APG Perth Yearling Sale.
14. The entrant must be present at the APG Perth Yearling Sale on Sunday 1 March 2020, to be eligible to redeem the voucher.
15. RWWA does not provide any warranty or accept any liability in relation to the quality or performance of the Racehorses purchased, the number of races the Racehorses will compete in, the value of prize-winnings the Racehorses will win or the value of any prize. Any decision regarding the health of the Racehorses or the entry of the Racehorses into any race will be at the absolute discretion of the trainer of the Racehorse or the relevant racing authority.
16. Independent financial advice must be sought as tax implications may arise as a result of accepting the prize.
17. Prizes cannot be transferred, exchanged or redeemed for cash.
18. It is a condition of accepting the prize that all winning Entrants must comply with all the conditions of use of the prize. It is a condition of accepting the prize that all winning entrants may be required to sign a legal release in a form determined by RWWA in its absolute discretion.
19. All entrants agree that if they win the prize, they will not sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet, without the prior written consent of RWWA. Photographs will be allowed only at the discretion of RWWA.

Further Terms & Conditions

20. Subject to complying with all relevant State legislation, RWWA reserves the right to amend, cancel or suspend this competition if an event beyond the control of RWWA corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. RWWA will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
21. RWWA and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
22. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of RWWA, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, RWWA reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State legislation.
23. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.

24. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the Entrant must immediately return the prize to RWWA. RWWA has sole discretion to determine whether an entrant has breached this clause. RWWA reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents RWWA requires upon request.
25. If the prize is unavailable, for whatever reason, RWWA reserves the right to substitute the prize for a prize of equal or greater value, subject to State legislation. It is a condition of accepting the prize that the Entrant must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winning entrant is unable to use the prize as stated.
26. RWWA reserves the right to redraw the prize if an Entrant that wins the prize is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

27. In consideration for RWWA awarding a prize to an Entrant, the Entrant hereby permits their submission, image and/or voice, as recorded, photographed or filmed during the Entrant's participation in the prize to appear in connection with RWWA or the advertising or marketing thereof, in any media whatsoever throughout the world and such Entrant will not be entitled to any fee for such use.
28. Each entrant hereby assigns to RWWA all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to RWWA in connection with that entrant's entry or participation in any aspect of the prize (**Works**). Each entrant warrants that RWWA is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders RWWA's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, RWWA may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
30. RWWA does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the *Competition and Consumer Act* (2010) (Cth) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and RWWA shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. RWWA is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
31. RWWA reserves the right in its sole discretion to disqualify any individual who RWWA has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. RWWA's legal rights to recover damages or other compensation from such an offender are reserved.
32. All entries become the property of RWWA. RWWA collects personal information about each entrant for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
33. All entries become the property of RWWA. All opt-in entries will be entered into a database and RWWA may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact RWWA on their details set out below. Any request to update, modify or delete the entrant's details should be directed to RWWA.

34. RWWA will collect an entrant's contact details in order to include you in this promotion. Entry constitutes an entrant's consent to receive promotional emails. An entrant has the option to decline promotional messages by clicking the unsubscribe link on the received email , or by emailing "unsubscribe" to infoserv@rwwa.com.au