

‘Guinness Gallop’ Promo Competition - Terms & Conditions

1. Information on how to enter and prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

2. Entry is open to residents of Australia who are 18 years and over. Photo Identification must be presented at the time of entry to verify proof of age. Employees and their immediate families of the South Australian Jockey Club (SAJC), its agencies and venues/outlets associated with this competition are ineligible to enter.

3. The competition commences at 9.00am ACST on 16/08/2024 and closes at 12.00pm ACST on 27/8/24 (“Promotional Period”).

4. To enter: Entrants must complete the expression of interest application which can be accessed from the Morphettville social media and digital channels. Six competitors will then be selected at random from the entries and will be announced via the Morphettville Facebook page on Wednesday 28th August 2024. The results of the draw are final and no correspondence will be entered into. The entrants selected to compete will receive 2 x General Admission entry tickets for the Irish Race Day, Saturday 31 August 2024.

5. This competition is a game of skill by running the nominated distance around the Mounting Yard (approximately 125m) at Morphettville Racecourse track whilst holding a plastic cup filled with Guinness (or another liquid). Competitors enter at their own risk and the winning entrant will be determined by which person crosses the finish line first with more than 200ml of Guinness still remaining in their cup. Each plastic cup will feature a fill line to show the 200ml mark. Prizes will be awarded to the first 3 participants who cross the finish line and have more than 200ml of Guinness remaining in their cups.

6. Prize consists of the first 3 participants who cross the finish line and have more than 200ml of Guinness remaining in their cups will receive the following prizes.

a. 1st Prize – 3 cartons of 440ml cans of Guinness

b. 2nd Prize – 2 cartons of 440ml cans of Guinness

c. 3rd Prize – 1 carton of 440ml cans of Guinness

RRP value of prize = \$79 per carton and \$20 per General Admission ticket. All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the winners.

7. Winners are responsible for the collection of the prize from Morphetville Reception, 79 Morphet Road, Morphetville SA 5043. The prize is to be collected from the Reception from Monday to Friday during Business Hours of 9.00am – 5.00pm please report to the Receptionist. The winner can collect the prize from 2/09/24 until 30/9/24 to redeem their prize in full. The winner is to present winning voucher/s to the Receptionist to redeem. The winners can collect the prize from 2/09/24, and they have 1 month from the date of the promotion (until 30/09/24) to redeem their prize in full. Prize is to be redeemed as full cartons only. The SAJC is not responsible for delivering prizes to winners.

8. Prizes are not transferable and are not redeemable for cash. The judges' decision is final and binding - no correspondence will be entered into. The SAJC accepts no responsibility for late, lost or misdirected entries or other communications.

9. If any prize or any element of a prize becomes unavailable for reasons beyond the SAJC's control, the SAJC may substitute a prize or element of a prize of equal or greater value at the SAJC's sole discretion, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that the prize or element of a prize has been substituted at equal or greater value.

10. The SAJC reserves the right to request verification of age, identity, residential address and any other information from entrants relevant to entry into or participation in this promotion. Verification is at the discretion of the SAJC, whose decision is final. The SAJC reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with this promotion.

11. The SAJC and Prize Supplier shall not be liable for any loss, damage or injury suffered by any competitor as a result of entering the competition, or by the winners accepting and/or using a prize, except for any loss, damage or injury which is due to the negligence or wilful misconduct of the SAJC or the Prize Supplier, which otherwise cannot be excluded by law. The SAJC and Prize Supplier is not responsible or liable for any loss, damage or injury suffered by any winners as a result of the winners accepting and/or using a prize, except for any loss, damage or injury which is due to the negligence or wilful misconduct of the Promoter or which otherwise cannot be excluded by law.

12. Before the prize is awarded, the winners may be required to sign an agreement to release the SAJC and the Prize Supplier from, and indemnify the SAJC and Prize Supplier against, any loss, damage or injury arising from the use or participation in the prize, except to the extent any loss, damage or injury is due to the negligence or wilful misconduct of the SAJC or the Prize Supplier.

13. Entrants agree that the SAJC has a royalty free, perpetual licence to use, reproduce, edit, communicate to the public, and adapt all material provided to the SAJC as part of the promotion (including photographs and video footage (together "the Content"), on or in connection with any media. Winner/s agree to sign any further documentation required by the SAJC to give effect to this arrangement as a precondition to being awarded their prize. To the extent permitted by law, entrants unconditionally and irrevocably consent to any act or omission that would otherwise infringe any moral rights in their entry.

14. Entrants further warrant and agree that:

a. they have full authority to grant the SAJC the rights referred to in these Terms & Conditions; and

b. they will indemnify the SAJC against all loss, damage and liabilities arising from a breach of any of the warranties in these Terms & Conditions.

c. the SAJC may, in its sole discretion, determine whether any of the Content will be posted or remain posted on its websites. The SAJC reserves the right to vet or remove Content from its websites at any time, without prior notice and in its sole discretion (including if properly notified that such Content infringes any third party intellectual property rights). Notwithstanding any decision by the SAJC to post any of the Content on its websites, the terms and warranties set out in these Terms & Conditions continue to apply.

15. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol. The SAJC supports the responsible service of alcohol.

16. Entrants consent to the SAJC using their name, image, entry, and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the SAJC. By entering into the competition, entrants agree to receive marketing materials by the SAJC to their nominated email address.

17. Entries remain the property of the SAJC. Details from entries will be collected and used for the purposes of conducting this promotion (which may include disclosure to third parties for the purpose of processing and conducting the promotion) and for promotional purposes surrounding this promotion. By entering this promotion entrants consent to the use of their information as described and agree that the SAJC may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or

payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the SAJC's privacy policy by contacting the Club on 08 8295 0111 during office hours.

18. The Promoter is South Australian Jockey Club ("SAJC") ABN 78 740 603 852, 79 Morphett Road MORPHETTVILLE SA 5043, and the Prize Supplier is Lion Co ABN 13 008 596 370, 107 Port Road THEBARTON SA 5031.