

**Harness Racing Victoria  
(HRV)**

**Breeders Crown – Catanach’s Jewellers Competition  
 (“Giveaway”)**

**1. Terms**

- (a) This Giveaway is run by Harness Racing Victoria (ABN 22 764 910 853) (“**HRV**”) to be conducted through online entry forms and drawn at HRV head office at 400 Epsom Road, Flemington 3031 (“**Promoter**”) and is subject to these terms and conditions (“**Terms**”).
- (b) Information on how to enter the Giveaway and the prize forms part of these Terms. Submission of an entry in this Giveaway is deemed acceptance of these Terms.

**2. Prize**

- (a) There will be 1 x \$1,000 Catanach’s Jewellers voucher (“**Prize(s)**”).

**3. Eligibility**

- (a) The Giveaway is open to individuals (“**Entrants**”) who:
  - (i) are residents of Australia;
  - (ii) are aged 18 years old or over;
  - (iii) have entered via online form;
  - (iv) have a valid telephone number and email address;
  - (v) hold (and can produce on request) a valid form of one the following evidence of age documents:
    - (A) Australian driver licence;
    - (B) Victorian proof of age card or an equivalent from another state or territory of Australia; or
    - (C) Australian or foreign passport,(each an “**Evidence of Age Document**”).
  - (vi) are not:
    - (A) employees (or immediate family of such employees) of HRV or the Promoter or any of their related bodies corporate or any of the agencies associated with the Giveaway (including suppliers of the Giveaway). An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin;
    - (B) an owner of a harness horse that participates in events organised by HRV or the Promoter, including sole owners, part owners, syndication members and a party to a race horse lease agreement;
    - (C) a trainer of a harness horse registered with HRV;
    - (D) a driver of a harness horse that participates in events organised by HRV;
    - (E) current HRV commercial sponsors and partners.

- (vii) have not been discovered to have breached conditions of entry of previous contests run by HRV

**(Entrants)**

- (b) HRV reserves the right to:
  - (i) verify the eligibility of Entrants and validity of entries;
  - (ii) request an Entrant produce an Evidence of Age document; and
  - (iii) disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms, at any time.
- (c) It is a condition of entry that Entrants are eligible to participate in the Giveaway and are able to accept the prize as stated. Inability to accept the prize as stated will deem the Entrant ineligible and the prize won will be forfeited.

#### 4. Key dates

- (a) The Giveaway commences at 12:00pm on Monday October 30<sup>th</sup>, and closes 11:59pm Saturday November 25<sup>th</sup> ("**Giveaway Period**").
- (b) HRV has no responsibility for lost, ineligible, or incomplete entries, as well as any entries submitted or received by HRV after the Giveaway Period. Any entry that does not comply with these Terms will be declared void and will be ineligible to win the prize.
- (c) There will be one (1) prize winner announced following the Giveaway Period, the winner will be announced at 12:00pm on Tuesday 28<sup>th</sup> November, 2023 at the HRV head office. ("**Winner Announcement Date**").
- (d) HRV's decision in relation to any aspect of the Giveaway is final and binding on every Entrant. No correspondence other than notifying the prize winner will be entered into.
- (e) The winners of the Giveaway will be notified via phone and email, using the contact details provided by the Entrant.
- (f) All references to times and dates are reflected as to times and dates in Melbourne is Australian Eastern Daylight Saving Time (AEDST).

#### 5. Entry requirements

- (a) To enter, Entrants must, before the end of the Giveaway Period:
  - (i) complete all required fields of the online form accessed via either [www.trots.com.au](http://www.trots.com.au) or by scanning a QR code on a race book available at racetracks;
  - (ii) provide their first name, surname, post code, and a valid telephone number and email address; and
  - (iii) consent to receive information about Giveaways, race dates, events and specials from HRV in the future.
  - (iv) consent to have their data shared with Catanach's Jewellers
- (b) Any cost associated with accessing the Giveaway online form is the Entrant's responsibility and is dependent on the Internet service provider used.

#### 6. Entry details

- (a) Entrants can only enter in their own name.
- (b) Giveaway entries are limited to one (1) entry per person.
- (c) Entries are deemed to be received at the time of receipt in the Giveaway database and not the time of transmission by the Entrant.

- (d) Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win the prize.
- (e) HRV accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestions or for any other reason.

## **7. Entry verification**

- (a) HRV may, at their absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrants:
  - (i) tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly;
  - (ii) tamper with the operation of the Giveaway or are found to be using multiple aliases, household addresses or email addresses;
  - (iii) act in a disruptive manner; or
  - (iv) fail to demonstrate their eligibility to enter the Giveaway to HRV's reasonable satisfaction;
  - (v) fail to produce items as required (such as an Evidence of Age Document) or produces items that HRV reasonably believes are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - (vi) act in violation of these Terms.
- (b) If there is a dispute as to the identity of an Entrant, HRV reserves the right, in its sole discretion, to determine the identity of the entrant.

## **8. Prize conditions**

- (a) The Prizes must be taken as stated and no compensation will be payable if the winners are unable to use the Prize as stated.
- (b) The Prizes are valued at \$1,000. The voucher prize is only redeemable at Catanach's Jewellers.
- (c) The Prize is not transferable, exchangeable or redeemable for cash or any other goods or services, nor can it be taken in parts.
- (d) The Prize is subject to any other terms and conditions imposed by the prize provider.
- (e) HRV reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond HRV's control, HRV is not able to give the prize winner the advertised prize. Any incidental costs relating to the Prize are the responsibility of the winner.

## **9. Prize winner**

- (a) The winners will be selected at random based on a draw that will take place at the HRV head office. HRV may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- (b) The first valid entrant to be chosen for the prize on the Winner Announcement Date will be the recipient of the corresponding prize.
- (c) If the winner selected is deemed not to comply with the Terms of this Giveaway, their entry will be declared invalid and a new winner will be selected, with this process repeating until a valid winner has been selected.
- (d) Should the winner not claim their prize within 14 days of the draw, a redraw will take place on Wednesday December 13<sup>th</sup>, 2023.

- (e) HRV will distribute the prize to the recipient within 28 days of the draw being completed
- (f) HRV's decision is final and no correspondence will be entered into.

## 10. General

- (a) In the event of war, terrorism, state of emergency or disaster, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond HRV's control, HRV reserves the right to cancel, terminate, modify or suspend the Giveaway.
- (b) HRV accepts no responsibility for any:
  - (i) malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - (ii) failure of any entry to be received by HRV as a result of those matters; nor
  - (iii) any injury or damage to entrants or any other person related to or resulting from participation in the Giveaway or downloading any materials relating to the Giveaway.
- (c) HRV reserves the right in their sole discretion to disqualify any Entrant who HRV have reason to believe has breached any of these Terms, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Giveaway. HRV's legal rights to recover damages or other compensation from such an offender are reserved.
- (d) HRV and their 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 reserve the right to take any action that may be available.

## 11. Personal information

- (a) HRV will collect personal information about Entrants to enable HRV, the Promoter and their agents to conduct, manage and administer the Giveaway and, where applicable, publicise the winner. If the personal information requested is not provided, the Entrant is not eligible participate in the Giveaway.
- (b) All personal information will be collected, held and treated in accordance with HRV's privacy policy, which is located at [https://protect-au.mimecast.com/s/Y\\_YmCGvm0mh3L6yyiKeOm7?domain=integrity.thetrots.com.au](https://protect-au.mimecast.com/s/Y_YmCGvm0mh3L6yyiKeOm7?domain=integrity.thetrots.com.au) ("**HRV Privacy Policy**"). The HRV Privacy Policy also contains information about how Entrants may opt out, accessor correct their personal information, how entrants make complaints.
- (c) By entering the Giveaway, Entrants consent to HRV and the Promoter using their personal information to conduct the Giveaway and inform Entrants about Giveaways, race dates, events and specials from HRV and the Promoter in the future. Entrants can unsubscribe from receiving such communications by clicking on the unsubscribe link in each communication.
- (d) The Promoter also collects each Entrant's personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers.
- (e) Entry to the Giveaway is conditional on providing the requested personal information. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
- (f) Entrants should direct any request to opt out, or access, update or correct information to the Promoter and direct any complaints regarding treatment of their personal information

**OFFICIAL**

according to the Privacy Policy. All entries become the property of the Promoter. The Promoter will not disclose personal information to any overseas entity.

**12. Acknowledgement**

I confirm that I understand and agree to these Terms.	<input type="checkbox"/>
I confirm that I meet the eligibility criteria to participate in the Giveaway, am over 18 years of age, and can produce an Evidence of Age Document on request by HRV.	<input type="checkbox"/>
I consent to the use of my personal information for the purposes of HRV or the Promoter informing me about Giveaways, race dates, events and specials in the future.	<input type="checkbox"/>