



Ladbrokes Digital Australia Pty Ltd

ABN 25 151 956 768
461-473 Lutwyche Road, Lutwyche QLD 4030
PO Box 1157, Lutwyche QLD 4030
Betting Line: 1800 LADBROKES
Support Line: 1300 LADBROKES
www.ladbrokes.com.au

Flutter your way to Kentucky

Terms and Conditions

1. The promoter is Ladbrokes Digital Australia Pty Ltd (ABN 25 151 956 768) of 461-473 Lutwyche Road, Lutwyche Queensland, 4030, phone 1300 523 276 (**Promoter**). The Promoter and its related companies are referred to as the **Promoter Group**.
2. Instructions and information on how to enter the promotion form part of these terms and conditions, and entry into the promotion is deemed acceptance of these terms and conditions and all of the Promoter's terms and conditions.
3. The following individuals are eligible to enter the promotion:
 - a. residents of SA who are 18 years of age or older, who had an account with the Promoter before 12:01am on 1 September 2018 and who have a valid passport and are legally able to apply for a visa or visa waiver to travel to the United States of America; or
 - b. residents of QLD, VIC, ACT, TAS, WA and NT who are 18 years of age or older, who have an account with the Promoter and who have a valid passport and are legally able to apply for a visa or visa waiver to travel to the United States of America.
4. Entry to the promotion is free. To enter you must do both of the following during the period between 12:01am on 1 September 2018 and 5:00pm on 20 October 2018 (**Promotion Period**):
 - a. place a single bet of \$10 (not including bonus bets) or more with the Promoter on any Caulfield race during the 2018 Spring Carnival (1 September 2018 to 20 October 2018); and
 - b. complete an electronic entry form with all required information and submit it to the Promoter via the Ladbrokes website (www.ladbrokes.com.au/landers/kentuckyderby).
5. Entrants can only have one entry in the promotion.
6. The following people are not eligible to win any prizes resulting from this promotion:
 - a. directors, managers, agents, employees of the Promoter Group and their immediate families; and
 - b. committee members, directors, managers, agents, employees of the Victoria Amateur Turf Club (incorporating the Melbourne Racing Club) (**MRC**) and their immediate families.
7. The prize for the promotion is:
 - a. Two Club House Brown Premium tickets to the 2019 Kentucky Derby day and the Kentucky Oaks day which includes tickets to first floor covered clubhouse,

- hospitality in Whirlaway Lounge including lunch and beverage package, VIP Fast Access Pass, Derby experience gift and celebrity jockey meet and greet;
- b. Return economy flights for two people between the winner's nearest Australian capital city and Louisville, Kentucky, United States of America;
 - c. Accommodation for two people for three nights at the Wingate by Wyndham East;
 - d. Transfers between the airport in Louisville, Kentucky and the accommodation in clause 7(c), and transfers between the accommodation in clause 7(c) and the racing track for the Kentucky Derby day and Kentucky Oaks day; and
 - e. \$2,000USD spending money pre-loaded onto a travel card.
8. The retail value for the prize is up to \$20,000 AUD in total.
9. The following conditions apply to the prize:
- a. The prize does not include any insurance;
 - b. The items in clause 7 can only be used by people who are 18 years of age or older;
 - c. Some components have been pre-arranged, and others will be arranged when the identity of any winner has been determined;
 - d. The prize is subject to the Promoter's travel agent's terms and conditions (and the terms and conditions of the airline, hotel, etc);
 - e. The reasonable requests of a winner will be considered, but not all requests will be possible due to factors including pricing and availability;
 - f. The prize is limited to the items listed in clause 7, and any additional costs or charges must be paid by the winner, including but not limited to travel between the prize winner's home and their nearest Australian capital city, visa application fees, additional meals, ancillary hotel costs such as mini-bar, additional transport etc;
 - g. The winner must make all arrangements for receiving the right to the prize within two weeks after the Promoter advises them that they have won, including but not limited to, cooperating with the Promoter's staff and/or travel agent to finalise travel details;
 - h. If a prize (or a component of it) is not available for any reason, the Promoter reserves the right to substitute the prize with another of similar value, or at its discretion, with a cash sum equivalent to the retail value of that component of the prize, subject to state lottery laws;
 - i. The right to any prize is not transferable or assignable to another person, and the prize is not redeemable for cash (other than in accordance with 9(h));
 - j. The prize winner and their guest must be able to demonstrate to the Promoter within 30 days of accepting the prize, that each have a valid passport and are legally able to travel to the United States of America; and
 - k. The prize winner agrees that both the prize winner and guest will comply with all applicable laws and regulations, including but not limited to the laws of Kentucky, USA with respect to alcohol purchase and consumption.
10. The winning entry form will be drawn randomly by computer on 22 October 2018 at 10:00am at 461-473 Lutwyche Road, Lutwyche Queensland 4030.
11. The first valid entry drawn will win the prize. The Promoter's decision as to the result of the prize is final and no correspondence will be entered into.

12. The Promoter will attempt to notify the prize winner via telephone and email immediately after the draw and their name will be displayed at 461-473 Lutwyche Road, Lutwyche, Queensland 4030, and published at ladbrokes.com.au on 22 October 2018. The Promoter may also announce or publish the first initial, surname and suburb or town of the prize winners in any media, including social media.
13. If a prize winner is unable to be contacted within by 11.59pm on 21 November 2018, then that person's right to the prize is forfeited and the prize will be entered into an unclaimed prize draw. The Promoter may conduct such further draws at the same place as the original draw as are necessary on 22 November 2018 at 10:00am in order to distribute any unclaimed prizes, as determined by the Promoter in its absolute discretion, subject to any directions given by a responsible authority under any relevant regulation. The Promoter will publish the winner of any such unclaimed prize draw on 22 November 2018 at www.ladbrokes.com.au.
14. The Promoter will publish the name of the prize winner who has validly won and claimed their prize, at ladbrokes.com.au for no less than 28 days.
15. The Promoter reserves the right, at any time, to verify the validity of any entry or disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion.
16. Subject to state lottery laws, if the Promoter reasonably considers that a change to these terms and conditions is likely to benefit entrants or be of immaterial detriment to entrants, then the Promoter can make the change immediately and does not need to notify entrants. Alternatively, subject to state lottery laws, the Promoter may vary these terms and conditions by placing a notification at all places where these terms and conditions are made available to entrants.
17. The Promoter and MRC accept no responsibility for late, lost or misdirected entries. The Promoter is not responsible for any problems or technical malfunction of any computer system, software or internet difficulties, including any damage to an entrant's device, resulting from participating in the promotion. Any cost associated with participating in the promotion are the entrant's responsibility.
18. The Promoter and MRC will not be liable for any loss or damage or personal injury suffered or sustained in relation to the promotion or a prize except for any liability which cannot be excluded by law.
19. If the Promoter is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances. 'Force Majeure' means any event beyond the reasonable control of the Promoter, which occurs without the fault or negligence of the Promoter.

20. Subject to obtaining the approval from the regulator (if applicable), the Promoter reserves the right to delay or modify any aspect of this promotion if for any reason it is not capable or running as planned (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures, power failures or due to any other causes unforeseen or beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion) but only to the extent necessary to overcome the issue that is affecting the running of the promotion as planned.
21. By participating in the promotion, an entrant authorises the Promoter Group, and contractors and agents of the Promoter Group, to access, collect and use personal information about the entrant, and disclose personal information about the entrant, to the MRC, the Promoter Group and its contractors and agents, for the purposes of (i) conducting the promotion; (ii) providing the entrant with information and marketing material about products and services of the Promoter Group and MRC; and (iii) making arrangements for a prize winner to be notified and receive their prize. Such information may be provided electronically, or by contacting the entrant by telephone or other means, until such time as the entrant asks the Promoter not to provide further information. The Promoter's Privacy Policy (available at www.ladbrokes.com.au/terms-and-conditions/) contains information about how to access, correct or make a complaint about the Promoter's handling of personal information. A prize winner may be asked by the Promoter to participate in publicity associated with the promotion. The prize winner will have the right to elect whether or not to participate in that publicity.
22. If an entrant does not provide the personal information requested, the entrant cannot participate in the promotion and will not receive information about products and services of the Promoter Group. An entrant can request access to information held about them by contacting the Promoter at support@ladbrokes.com.au.
23. All references to time in these terms and conditions are a reference to local Queensland time.
24. The Promoter has obtained the following permits for the promotion: SA permit number: T18/1402; ACT permit number: TP18/01619.