

**LOVE RACING.  
OWN RACING.**

# SHARE THE THRILL OF RACEHORSE OWNERSHIP



## Share the Thrill of Racehorse Ownership Promotion 2023

The 'Promoter' is New Zealand Thoroughbred Racing Incorporated ('NZTR')

These Competition Terms and Conditions ('the Ts and Cs') apply to NZTR's 'Share the Thrill of Racehorse Ownership Promotion' ('the Promotion'). The Ts and Cs may change from time to time, at NZTR's discretion.

Entry into the Promotion is deemed to be acceptance of the Ts and Cs and confirmation that the entrants have the necessary authority to enter the Promotion.

### Entry

The Promotion entry period commences on Thursday 10th November 2022 and closes at midday on Wednesday 11<sup>th</sup> January 2023 ('Promotion entry period'). Team entries are to be made via [loveracing.nz/sharethethrill](https://loveracing.nz/sharethethrill), during the Promotion entry period.

Entry is limited to 1 'registered thoroughbred owner' and 3 other people that are not and have never been thoroughbred owners (collectively 'a Team').

For the purposes of this Promotion, a registered thoroughbred owner is:

- a current thoroughbred owner, or one who has owned a thoroughbred in the last 3 calendar years (i.e. during 2020 – 2022); and
- for the avoidance of doubt, a person who owns a horse as a member of a syndicate or pursuant to a lease arrangement.

A registered thoroughbred owner must provide the name of a current thoroughbred racehorse owned, or the last thoroughbred racehorse owned, as part of the required entry details.

A registered thoroughbred owner can be a member of multiple Teams, but each Team must also include 3 other people who are not and have never been thoroughbred owners (and who are not members of another Team). Each entry must be made separately.

The Promotion is open to New Zealand Residents only (and entrants must be domiciled in New Zealand during the Travel Period). Disqualified Participants may not enter the Promotion.

'Disqualified Participants' are:

- All NZTR employees, contractors and their Immediate Families;
- All New Zealand Bloodstock (NZB) employees, contractors and their Immediate Families;
- All people under the age of 18 years as at the entry closure date (11<sup>th</sup> January 2023);
- Registered owners from other racing codes.
- Any person who is prohibited under the New Zealand Rules of Racing from owning thoroughbred racehorses.

'Immediate Families' include spouses, grandparents, parents, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension.

The Promoter may, in its absolute discretion and without being required to provide a specific reason, refuse to accept any entry.

By entering this Promotion, participants grant NZTR and NZB exclusive permission to use their names, photographs, videos and voices in connection with the Promotion and for future promotion and marketing purposes and waive any claims to royalty, right or remuneration for such use.

All entrant personal details must be accurate and valid and will be held by NZTR and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with NZTR's Privacy Policy (see [loveracing.nz](https://loveracing.nz)), unless otherwise directed by a participant at the time of entry.

Personal information provided at the time of entry must be correct and, in the case of email address information – active, through to and beyond the date of the Promotion's completion. For the avoidance of doubt, each member of the Team must provide an individual email address, as part of their entry.

### Winning the Prize

The Promoter will determine the 'Winning Team', out of the Teams which entered the Promotion, in such manner as NZTR thinks fit.

The Winning Team will be selected by the Promoter on **Monday 16<sup>th</sup> January 2023**.

The Promoter's determination of the Winning Team will be final, and no correspondence will be entered into. In particular, the Promoter reserves the right to refuse to award the Prize to a Team who NZTR decides (in its absolute discretion) has violated the Ts and Cs, gained unfair advantage in participating in the Promotion or won using fraudulent means.

The Winning Team will be notified by email to the email address of the registered thoroughbred owner. Where the Promoter's attempts to contact the Winning Team fail (e.g. when the Winning Team cannot be contacted by email after three attempts) the Promoter will select another Winning Team in such manner as the Promoter thinks fit.

### The Prize

The Winning Team wins the Prize, which comprises:

1. A share (up to \$10,000 value) in a thoroughbred racehorse. The racehorse will be purchased at the New Zealand Bloodstock National Yearling Sale Series "Karaka 2023" by an Authorised Syndicator;
2. Monthly contribution to training and ownership costs (up to \$400) for two years or until the horse's first race;
3. Return domestic flights to Auckland (only for members of the Winning Team who are not local) on Saturday 28<sup>th</sup> January 2023 and returning on Monday 30<sup>th</sup> January 2023 (the 'Travel Period');
4. Two-nights twin-share accommodation at the Cordis, Auckland;
5. The 'Thoroughbred Experience Tour' at Karaka 2023 on Saturday 28<sup>th</sup> January 2023;

6. Access to the New Zealand Bloodstock National Yearling Sale on Sunday 29<sup>th</sup> January and Monday 30<sup>th</sup> January 2023;
7. Breakfast provided on Sunday 29<sup>th</sup> January and Monday 30<sup>th</sup> January 2023;
8. Transport between venues supplied as part of the Prize (however, the Winning Team is responsible for transport from their residence to their nearest airport for flight departure and from their nearest airport to their residence upon return (if applicable)); and
9. Tickets to a local raceday of the Winning Team's choice (redeemed prior to 31<sup>st</sup> December 2023).

The Winning Team accepts the Prize subject to these Ts and Cs.

The Prize is not redeemable for cash or transferable. No other family members, friends, work colleagues or any other person will be able to participate or claim the Prize on behalf of a member of the Winning Team. In the event that the Prize specified in the Competition becomes unavailable for any reason the Promoter may substitute the Prize of like or equal value.

The Winning Team take the Prize entirely at its own risk and indemnify the Promoter in respect of any claim for any accident, injury, property damage or loss of life that may occur in connection with the Prize.

The Winning Team is responsible for all insurance, tax or other costs that may be associated with the Prize, except as specifically provided otherwise for in these Ts and Cs.

All references in these Competition Ts and Cs are to New Zealand dollars (NZD).

### ***Racehorse share***

The Winning Team will select an Authorised Syndicator (from the list advertised on [loveracing.nz](http://loveracing.nz)) to purchase a thoroughbred horse at the New Zealand Bloodstock National Yearling Sale ('the Racehorse'). The Authorised Syndicator may consult the Winning Team on the proposed horse selection but is under no obligation to do so.

The Prize includes a share in the Racehorse, up to \$10,000 value. \$10,000 is the total Prize amount inclusive of syndicator/finder fees, insurance, Karaka Million entry fee, vet inspections and any other sales costs that the Authorised Syndicator may on charge.

The Winning Team will split the Racehorse share equally between the four team members (i.e. so each team member holds a quarter of the share).

The Authorised Syndicator shall, in their discretion, select a licensed Trainer who will train the Racehorse.

On presentation of a suitable invoice, up to \$400 will be paid monthly by the Promoter directly to the Trainer or Authorised Syndicator to cover training fees and other ownership costs of the Racehorse, up until the Racehorse's first race OR for the 2-year period from the date of purchase, whichever comes first ('the Initial Period'). The Winning Team will be liable for any additional costs incurred during the Initial Period (including, for the avoidance of doubt, any veterinary costs).

The Authorised Syndicator will be responsible for selecting the racing name of the Racehorse and it will be at their full discretion whether the Winning Team has any input into that naming process.

The Winning Team will not be entitled access to the Racehorse at any time, except as allowed by the Trainer or Authorised Syndicator at their complete discretion.

If the Racehorse is sold before the end of the Initial Period (at the absolute discretion of the Authorised Syndicator), the Winning Team will receive the net proceeds of sale based on the percentage share of the Racehorse they own, less the value of the prize (\$10,000) and any other costs or charges associated with sale.

At the end of the Initial Period, the Winning Team has the option to either continue ownership of the Racehorse (and will be liable for its share of training fees and all other costs and charges that may result) or sell its share. If the Winning Team wish to sell its share, the Authorised Syndicator will offer its share on the open market (with value determined by market demand) and the Winning Team will be liable for its share of training fees and other costs and charges that may result until the share is sold.

If the Winning Team choose to sell their share within the Initial Period, the value of the prize (\$10,000) and any other costs or charges associated with sale will be deducted from the sale price. The Winning Team will continue to be liable for any additional costs and charges (above the \$400 monthly Promoter contribution) until the share is sold.

No compensation will be paid by the Promoter should the sale price be lower than the purchased price.

NZTR is not liable for any loss of potential prize-winnings, earnings or otherwise if the Racehorse is unable to race due to injury, illness or death during the Initial Period.

NZTR does not provide any warranty or accept any liability in relation to the quality or performance of the Racehorse, including the number of races the Racehorse will compete in, the value of prize-winnings the Racehorse will win or the value of any prize. Any decision regarding the health of the Racehorse or the entry of the Racehorse into any race will be at the absolute discretion of the Trainer/Authorised Syndicator of the Racehorse or the relevant racing authority.

Independent financial advice is recommended to be sought as tax implications may arise as a result of accepting the Prize.

### ***Other conditions***

Flight tickets are subject to availability on regular scheduled services. The flight itinerary outlined in the Travel Period may have to be adjusted depending on current flight scheduling and availability.

Any changes to travel dates or additional accommodation outside the Travel Period, made by the Winning Team, which incur additional costs, are to be paid by the Winning Team.

The Winning Team will be responsible for expenses associated with the Prize including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes, gratuities, services charges, travel insurance and all other ancillary costs associated with redeeming the Prize, unless otherwise specified. The Winning Team must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.

The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. The Winning Team accept the Prize at their own risk.

All travel is subject to the terms, conditions, and restrictions of the Prize service providers. The Winners must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.

### **NZTR Responsibility**

NZTR reserves the right to amend, vary, extend, or discontinue the Promotion at any stage, for any reason.

NZTR takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, Force Majeure or otherwise.

To the fullest extent permitted by law NZTR will not be liable for any loss or damage whatsoever (including but not limited to direct or consequential loss) or for personal injury as a result of Promotion entry or winning the Prize.

Where the Prize is to be supplied by an entity outside NZTR control and that entity fails, for whatever reason, to supply the Prize, NZTR has no responsibility for the provision of the Prize and is not obliged to provide an alternative Prize or to take legal action to require the Prize supplier to provide the Prize.

NZTR reserves the right in its sole discretion to disqualify any individual who NZTR has reason to believe has breached any of these Ts and Cs or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. NZTR's legal rights to recover damages or other compensation from such an offender are reserved.