

# The Ultimate Champions Day Prize Promotion in association with the LOVE RACING. OWN RACING. Ownership Tours

## **Competition Terms and Conditions**

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

### **Entry**

These Competition Terms & Conditions ('the T&Cs') apply to The Ultimate Champions Day Prize Promotion at NZB's Karaka Yearling Sales ('the Promotion').

Entry can be completed online, or in person at NZB's Karaka Yearling Sales, at the NZTR marquee, any time before 5:00pm Thursday 30 January, the final day of Karaka 2025.

Entry into the Promotion is deemed to be acceptance of the T&Cs, and confirmation that the entrant has the necessary authority to enter the Promotion.

Entry into the Promotion is free and but limited to only people who register and attend the LOVE RACING. OWN RACING. Ownership Tours, or those who register in person at the NZTR marquee at NZB's Karaka Yearling Sales. The Promotor reserves the right to determine whether a person attends the Ownership Tour or not.

Entry is open to New Zealand residents only. Disqualified Participants may not enter in the Promotion.

'Disqualified Participants' are:

- (a) All NZTR employees and their immediate families ('Immediate Families' include spouses, de facto spouses, grandparents, parents, siblings, children, and grandchildren, whether by marriage, past marriages, remarriage, adoption, co-habitation or other family extension) or;
- (b) All people under the age of 18 years; or
- (c) All people disqualified or warned off under the Rules of Racing at the time of the promotion.

The Promoter reserves the right to exclude any person from participating in the Promotion on reasonable grounds.

The Promoter reserves the right to refuse to award the Prize to an entrant who the Promoter decides (in its sole discretion) has violated the T&Cs, gained unfair advantage in participating in the Promotion, or won using fraudulent means.



By participating, entrants grant the Promoter 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 valid and up to date and will be held by the Promoter and may be used for the purpose of the Promotion and for future promotion and marketing purposes in accordance with the NZTR Privacy Policy (nztr.co.nz/privacy-policy), unless otherwise directed by contestants at the time of entry.

Personal information provided at the time of entry is presumed to be true and, in the case of email – active, through to and beyond the date of the Promotion's completion.

Entry in the competition is deemed as consent by the entrants to be contacted by the Promoter post event <u>including for promotional</u>, <u>competition and ownership purposes</u> via the email address supplied.

#### Winning the Prize

Only the person who originally entered the Promotion can be awarded the Prize (the 'Winner'). The Winner will be determined in the manner set out in the T&Cs.

The Winner will be drawn by the Promoter on Friday 31 January 2025 from all eligible entries.

The Promoter's determination of the Winner will be final, and no correspondence will be entered into.

The Winner will be notified by email. Where attempts to contact the Winner fail (e.g. when the Winner cannot be contacted by email after three attempts) the Promoter will draw another winner.

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 on the Winner's behalf.

The Winner takes the Prize entirely at his/her own risk and indemnifies 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.

Entry in the competition is deemed as consent by the Winner to appear in a reasonable amount of advertising and publicity by the Promoter both on Champions Day and for up to twelve months after the Winner is drawn.

By accepting the Prize, the Winner agrees to these terms and conditions, acknowledging the Promoter's limitations regarding third-party supplied Prizes.



## **The Promoter Responsibility**

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

The Promoter 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 the Promoter 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:

- Controlled by the Promoter: In the event that the specified Prize becomes unavailable for any reason within the Promoter's control, the Promoter may, at its sole discretion, substitute the Prize with one of equal or similar value.
- Supplied by Third Parties: Where the Prize is to be supplied by an entity outside the
  Promoter's control and that entity fails, for any reason, to supply the Prize, the Promoter
  holds no responsibility for the provision of the Prize. In such cases, the Promoter is not
  obliged to offer an alternative Prize or to pursue legal action to require the supplier to fulfil
  their obligations.

## **Acceptance**

Participation in the Promotion is deemed acceptance of these Terms and Conditions. If the Winner does not accept these Terms and Conditions the Prize will be forfeited. The Promoter reserves the right to amend these terms at any time without notice.

#### **Promotion and Prize Details**

- 1. The Promotion shall run from Friday 20 December 2024 until 5:00pm Thursday 30 January 2025.
- 2. The Prize consists of:
  - Return domestic flights to Auckland on Saturday 8 March 2025 and returning on Sunday 9 March 2025
  - Two '<u>Cuvée</u>' tickets to Champions Day at Ellerslie Racecourse, Saturday 8 March 2025
  - One night stay at The Grand by SkyCity, Saturday 8 March 2025
  - Airport transfers, Taxis and Meals covered, in the form of a \$500 Prezzy Card.
- 3. The winner will be drawn on Friday 31 January 2025.