

## Terms and Conditions of Entry for the "Bloodstock Guru" (Promotion)

1. These terms and condition of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Kitchwin Hills Stud Gundy NSW 2337(**Promoter**).
3. The Promotion will be open from 11am (ADST) on 11 October 2018 until 9pm (ADST) on 31<sup>st</sup> of November 2017 (**Promotion Period**).  
**(Promotion Period)**.
4. Entry in the Promotion is open to participants:
  - (a) aged 18 years and over; and
  - (b) aged under 18 years, who have obtained their parent or guardian's consent to enter the Promotion on these Terms and whose parent or guardian have agreed to these Terms,  
excluding:
    - (c) management, employees, directors and contractors of the Promoter, its related bodies corporate, the Participating and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
    - (d) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(c) of these Terms;
    - (e) persons who have won a prize or prizes valued either individually or collectively at more than \$5,000 (including GST) in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
    - (f) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
    - (g) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

**(Eligible Entrants)**. The persons referred to in paragraph 5(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

### **HOW TO ENTER**

5. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:
  - a) Correctly match 15 foal photos with their correct Sire's in the quickest time. The person with the most correct answers in the fastest time will be deemed the winner.

### **DRAW AND PRIZES**

**The winner of the competition will be eligible to donate \$2,000 as supplied by the promoter to the charity of their choice. As well as win the title of the Bloodstock guru.**

THE MONEY MUST BE DONATED TO A REGISTERED CHARITY WHICH IS DEEMED LEGITIMATE BY THE PROMOTER. The promoter has full right of refusal as to the legitimacy of the charity with a default charity supplied by the promoter should the winning charity deemed ineligible.

## VERIFICATION

6. If requested by the Promoter, the Prize winner must produce, within the time requested by the Promoter at its absolute discretion appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the and compliance with these Terms, before the Promoter issues their Prize. If the items required by the Promoter are not received or a provisional winning entry has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the provisional winner's entry will be invalid and, at the Promoter's absolute discretion, all of the provisional winner's remaining entries will be invalid. Prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.
7. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning Eligible Entrant.

## GENERAL

8. Each Qualifying entry counts towards one entry only.
9. Eligible Entrants may enter the Promotion up to 5 times total;
  - (a) each entry is based on a separate Qualifying; and
  - (b) is submitted separately in accordance with these Terms.
10. Eligible Entrants can only enter the Promotion in their own name.
11. Prizes are not transferable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
12. The Promoter shall not be liable for the Prize being lost, stolen, damaged or tampered with in any way before it reaches the winner.
13. The Promoter accepts no responsibility for any variation in the value of the Prize.
14. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available, or the Participating will be open, at all times during the Promotion Period.
15. If, for any reason, the Promotion is not capable of being run as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State regulations, including cancelling, terminating, modifying or suspending the Promotion.
16. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or game in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
17. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
19. The Promoter collects (and the Participating Outlets collects on the Promoter's behalf) personal information about entrants to include entrants in the Promotion and where appropriate award the Prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each entrant consents to the Participating Outlets disclosing their personal information to the Promoter and the Promoter and the Participating

Outlets using, and disclosing their personal information to the Promoter's related entities, the Promoter's or the Participating Outlets' agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes) for use for, the following purposes:

- (a) contacting the entrant in relation to the Promotion;
- (b) improving the Promoter's, the Promoter's related entities' or the Participating Outlets' goods and services; and
- (c) in the Promoter's and its agencies case, the purposes set out in the Promoter's privacy policy (available by writing to the Promoter at the address set out in paragraph **Error! Reference source not found.** of these Terms).

The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. Eligible Entrants can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter at the address set out in paragraph **Error! Reference source not found.** of these Terms. Eligible Entrants can also gain access to, update or correct any personal information held by the Participating Outlets by contacting the Participating Outlets. All personal information will be stored at the office of the Promoter and/or the Participating Outlets as the case may be.

20. The:

- (a) Promoter, the Promoter's related entities, the Participating Outlets, and all agencies associated with the Promotion;

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

21. Eligible Entrants agree and acknowledge that all entries and any intellectual property rights subsisting in their entries become and remain the property of the Promoter.

22. If the Prize winner is under 18 years of age, the Prize will be awarded to their parent or guardian. Minors may use the Prize but must be accompanied by a parent or guardian to do so.

23. Each entrant and, if the entrant is under 18 years of age, their parent or guardian, acknowledges and agrees that it is a condition of participation in the Promotion that the entrant be capable of agreeing to these Terms and giving the consents contained herein.

24. The parent or guardian of each entrant under 18 years of age:

- (a) will ensure that the entrant in respect of whom they agree to these Terms, will comply with these Terms; and
- (b) warrants that the entrant in respect of whom they agree to these Terms, is capable of agreeing to these Terms and giving the consents contained herein.

25. The parent or guardian of each entrant under 18 years of age agrees to indemnify the Promoter against:

- (a) any claims made by the entrant, his or her guardian, any member of his or her family or any other party, against the Promoter in connection with the Promotion or the entrant's participation in the Promotion; and
- (b) any losses (including any liability) caused by any act or omission of the entrant which is inconsistent with these Terms.

26. The parent or guardian of each entrant under 18 years of age who participates in the Promotion, acknowledges that they are provided with the opportunity for their child to participate in the Promotion, as consideration for their agreement to these Terms.