

Terms and Conditions – **INGLIS 'BEST TIME EVER WITH A HORSE' COMPETITION 2019**

Part 1: General

1. The Promoter is William Inglis and Son Ltd (ABN: 75 000 011 307) of 155 Governor Macquarie Drive, Warwick Farm NSW 2170 ("**Promotor**", "**us**", or "**we**").
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.
4. The competition shall be known as the "'BEST TIME EVER WITH A HORSE' COMPETITION 2019"

The Competition

5. Entrants have the opportunity to show off their skill and creativity by taking and sharing a photograph or video and telling us in 15 words or less about the best time with a horse.

Part 2: Privacy Statement

6. In connection with making an entry to this competition, the Promoter will collect information about you.
7. Information which can be used to reasonably identify you is known as 'personal information' under the Privacy Act 1988 (Cth).
8. The information we collect about you will include information you provide to us to enter the competition, example your name and contact details. We will also collect information you provide to us (whether personal or otherwise) which may be stored or attached to your competition content. For example, if your competition entry contains a photograph of you, we may collect and attribute your name and facial details. We may also collect any metadata in connection with such content (if applicable) such as time, and location.
9. Any personal information we collect about you will only be used and disclosed in accordance with this Privacy Statement, our Privacy Policy, by law, or otherwise with your consent.
- 10. A full copy of our Privacy Policy, which forms part of these terms and conditions can be found at: <http://www.inglis.com.au/privacy/>**
11. Where we collect personal information from you, we will only collect this information directly from you unless it is reasonably expected we would obtain this from a third party. For example, we may collect information about you

from your social media pages in order to describe you as the winner or to contact you if other methods have been unsuccessful.

12. Your personal information may be used to conduct and advertise this competition and to otherwise fulfil any of our obligations under these terms and conditions or at law. This includes contacting you if you are a prize winner, or otherwise contacting you to discuss your entry.
13. We may store your personal information for a reasonable period of time to notify all prize recipients and to provide them with their relevant prize.
14. We may use the personal information of the grand prize winner for up to 3 years following this competition for the purposes of advertising them as the winner and as a previous winner in subsequent years.
15. Your personal information (such as your name, and Social Media profiles, but not contact details) may be disclosed to the public at large if you are a prize recipient of this competition.
16. We may also disclose your personal information to third parties to facilitate a prize you are entitled to receive. For example, if you have won tickets to an event hosted by a third party, we may need to disclose your details to them so they may issue you the tickets.
17. If you do not provide us with any requested personal information, or you otherwise rescind your consent to our collection, use and disclosure of your personal information, we will not be able to provide you with any prizes or other entitlements under these terms and conditions.
18. We may also use your names, addresses and contact details for future promotional, marketing and publicity purposes. This includes direct-marketing to you of our products, services and events. By entering this competition, you give your consent to your details to be used for this purpose. If you no longer consent to your details being used in this way, you can opt-out by contacting our Privacy Officer below.
19. Any questions or complaints about how we handle your personal information, or our privacy policy can be made by writing to:

The Privacy Officer
C/- Human Resources,
William Inglis & Son Ltd, 155 Governor Macquarie Drive,
Warwick Farm, 2170

Part 3: Entry and Terms of Competition

20. By entering the competition, you acknowledge you have:
- A. Read and accepted these terms and conditions; and
 - B. Read the Promoter's Privacy Policy and Privacy Statement in respect of this competition, and consented to the collection, use and disclosure of your personal information in accordance with such Privacy documents.

Who can enter?

21. Entry is open to all Australian residents **over the age of 18**.
22. Employees and immediate family of the employees of the Promoter and their associated companies and agencies are not eligible to enter. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
23. Winners may be required to provide proof of identity and residency upon claiming a prize . Winners will also be required to provide proof of their entry or, if requested by the Promoter, proof of the Entrant's ownership and originality in their entry in order to claim a prize.
24. Pursuant to paragraph 23, the type and amount of evidence required by the Promoter from the Entrant to is at the absolute discretion of the Promoter.
25. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute or compensation will be available or awarded.

When to enter

26. The competition commences **8 October 2019 at 3:00pm AEDT** and closes on **15 October 2019 at 11:59pm AEDT**. Entries submitted outside of these times or otherwise, entries not received by the Promoter before the competition's closing time, will not be valid entries and will not be considered.
27. The time of entry will in each case be the time the online entry is received by the Promoter's database not at the time of transmission by the entrant.

How to enter

28. To enter, Entrants must post a publicly visible photograph or video from their own account on Instagram, Facebook or Twitter account (**Social Media**).
29. The Social Media post must include:
- A. the hashtag " **#InglisEverest** " and
 - B. describe, in 15 words or less "your best time ever with a horse".
- Note: Your best time ever with a horse can be any type of horse experience, for example, riding a horse, competing with a horse, or even the time you owned a share in a winner in a race.*
30. The Social Media post must remain publicly visible and continue to satisfy the requirements in paragraph 29, up to and including the announcement of the winners by the Promoter.
31. The photograph or video and the description (**Content**) referred to in paragraph 28, must be an original work of the entrant and cannot be any work which has been assigned or licenced to the entrant. Any entries which do not contain original Content are not eligible, and may be disqualified by the Promotor at any time.

Further entry requirements

32. The entrant is, at all times, responsible for the Content of their entry, and responsible for their access to any Social Media services.
33. Entrants are responsible for any costs associated with preparing and submitting their entry, including any costs of internet access or their use of Social Media.
34. In addition to any requirements or restrictions imposed by third-party Social Media providers on any Content, the Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
35. The Promoter may, in its absolute discretion, edit, modify, delete, remove, report or take-down any part of an entrant's entry. An entrant's entry must not include:
- A. Any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
 - B. any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, violence to animals or humans, damage or injury to property, or swearing); and

C. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is the owner of such work. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they are the relevant copyright owner and grants permission to the Promoter to use the entry in accordance with these Terms and Conditions.

36. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the entrant and/or that entrant's entry is of a type described in paragraph 35.
37. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
38. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition and/or the Promoter and its affiliates. This includes, but not limited to, entrants and households using multiple social media accounts, email addresses, postal addresses or PO Box addresses to register single or multiple entries.

Number of Entries permitted

39. Only **one entry per person** is permitted.

Draw and Notification of winner

40. Winners of this competition will be based on their creativity, originality and skill as judged by the Promoter. The winner of the major prize will be judged by the Promoter as the entry which is most creative and original.
41. Entries will be judged and prizes will be announced on the within 5 business days following the competition's close.
42. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
43. The winners will be notified by direct message through social media within two days of the draw. The Winner of the main prize will be published online through the Promoter's website, and social media channels on Instagram, Facebook and Twitter, along with entry post including their own social media account being shared.
44. Winners who are contacted by the Promoter must claim their prize within 48 hours of notification. Prizes which are not claimed in this time are automatically forfeit. For any unclaimed prizes, The Promoter may in its

absolute discretion select and notify a new winner who must claim their prize in accordance with this clause.

45. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (for example, the owner of a Facebook account)
46. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

Prize on offer

Major Prize

47. The major prize winner will receive:

- A. Four (4) members' reserve guest tickets for The Everest Race Day at Royal Randwick (valued at \$1000); and
- B. A VIP experience for four people at the Inglis Ready 2 Race Sale 2019, including a personal tour and a complimentary lunch at our ringside dining. (Valued at \$200).

48. Independent to the above, should the Promotor's racehorse '*In her Time*' win the 'The Everest Race 2019' (due to be held on 19 October 2019 at Sydney's Royal Randwick race course), then the major prize winner will also receive a cheque for \$100,000 (**Winner's Voucher**).

However, in the event that '*In her Time*' receives equal first (a dead heat):

- A. with one other horse, the Winner's Voucher will instead be issued to the value of \$50,000; or
- B. with two other horses, the Winner's Voucher will instead be issued to the value of \$33,333.

To avoid any doubt, if for any reason '*In her Time*' does not:

- A. win; or
- B. place equal first (as described in paragraph 48 above); or
- C. compete in,

'The Everest Race 2019', then the Winner's Voucher will not be awarded and the major prize winner will not be entitled to any other prize or cash in substitution or compensation.

49. The value of the major prize is up to:

- A. \$1200 (if '*In her Time*' does not win the Everest Race 2019); or

B. \$101,200 (if the Winner's Voucher is issued with no dead heat).

Conditions of Winner's Voucher

50. The Winner's Voucher will be:

A. issued in the name of the major prize winner;

B. not negotiable

C. required to be deposited with an Australian financial institution within 12 months of issue. If the cheque is not cashed then the Promotor reserves the right to cancel the cheque and the major prize winner will not be entitled to any replacement prize, cash, or otherwise compensation.

Other Prizes

51. The first 50 entries per social media platform (Instagram, Facebook, and Twitter) will receive an Inglis Everest Cap which will be mailed out to winners upon receiving a valid Australian postal address. A total of 150 caps will be available.

Prize conditions

52. No Prize may be transferred, exchanged or redeemed for cash.

The prize value is based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoters accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

53. The Promotor accepts no responsibility for any tax implications that may arise from acceptance of a prize. Independent financial advice should be sought prior to entering the competition. .

54. The Promoter does not provide any warranty nor accept any liability in relation to any horse purchased with a Winner's Voucher.

55. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

Further Terms and Conditions

56. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

57. The Promoter and its employees, agents, and associates 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 reserves the right to take any action that may be available.

58. If an entrant uses any form of software or third party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant wins a prize, the entrant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether an entrant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents the Promoter requires upon request.
59. If the prize is unavailable, for whatever reason, the Promoter in its absolute discretion may substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
60. The Promoters will make reasonable efforts to deliver prizes, to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the winner. The Promoter and its employees, agents and associates will not be liable for any damage to or delay in transit of prizes.
61. The Promoter reserve the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.
62. The promoter and entrant agree to release Facebook, Instagram, and Twitter from any loss, damage or liability in relation to this competition and acknowledge that the promotion is in no way sponsored, endorsed, administered by or associated with any of Facebook, Instagram or Twitter.

Copyright, Statutory guarantees, Waiver and liability

63. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's: entry; name; likeness; image and/or voice, as recorded, photographed or filmed during the winner's participation in receiving a prize or experiencing any activity contemplated by fulfilling a prize (such as attending an event); to appear in connection in any media whatsoever throughout the world. The winner will not be entitled to any fee or compensation for such use.
64. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in this competition (**Works**).

65. The entrant hereby grants the Promoter a non-exclusive, transferrable, sub-licensable, royalty free, irrevocable, perpetual, worldwide licence to use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your Works.
66. The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence referred to in paragraph 65.
67. The entrant unconditionally and irrevocably consents, for the benefit of the Promoters and all of its assignees, licensees and sub licensees, to material alterations to the Works for any purpose, notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the Copyright Act 1968 (Cth).
68. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the Australian Securities and Investments Commission Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability, for any personal injury; or any loss or damage of any kind; whether direct, indirect, special or consequential, arising in any way out of the promotion.
69. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage of any kind; whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
70. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
71. All entries in this competition become the property of the Promoter (with the exception of any intellectual property rights comprised therein).

