

**2020 THE STAR GOLD COAST MAGIC MILLIONS RACEDAY - PACIFIC FAIR FASHIONS ON THE FIELD
WOMEN'S RACEWEAR CATEGORY
TERMS AND CONDITIONS**

1. The promotion is called "2020 Pacific Fair Fashions on the Field Competition" (**Promotion**).
2. Information on how to enter and on prizes form a part of the terms and conditions of entry. Entry into the Promotion is deemed to be acceptance of these terms and conditions.
3. The Promoters are AMP Capital Shopping Centres Pty Ltd ABN 13 001 585 955, Hooker Boulevard, Broadbeach, QLD 4218, and Magic Millions, ACN 07839617, 28 Ascot Court, Bundall, QLD 4217. (collectively the **Promoters**).
4. This is a game of skill. Chance plays no part in determining the winner(s).

ELIGIBILITY TO ENTER AND ELIGIBILITY CRITERIA

5. Entry and registration for the Promotion is open to residents of Australia. Employees, directors, officers, management, contractors and other representatives of the Promoters, host race clubs and organisations involved in, or sponsoring or conducting the Pacific Fair Fashions on the Field event (and any individuals so involved, including judges), as at the date of entry are ineligible to enter, as are immediate families and households of such persons.
6. Registration for the Promotion commences at **10am (AEST – Queensland)** on Monday 9 December 2019 and concludes at **12pm (AEST – Queensland)** on Saturday 11 January 2020 (**Entry Period**) by completing electronic forms at the registration desk at the location or online at www.magicmillions.com.au (manual entry forms could be used should the electronic forms not be available). Contestants will be judged in accordance with these terms and conditions during the period of **12pm**, and **2.30pm** on Saturday 11 January 2020 (**Judging Period**). Together the Entry Period and the Judging Period form the **Promotional Period**.
7. Contestants must during the Promotional Period attend the 2020 The Star Gold Coast Magic Millions Raceday at Aquis Park, Home of the the Gold Coast Turf Club & Events Centre, in their best outfit and participate in the Promotion,.
8. Contestants must be 18 years of age or over on the day of the judging of the Promotion. Proof of age needs to be provided at the time of registration.
9. Neither contestants nor their outfits are permitted to commercially promote a brand, store, or designer.
10. Contestants may not enter the competition on behalf of a third party, nor receive any payment or benefit from a third party for entering (or otherwise in connection with) the Promotion.
11. The entry process for all heats will be conducted by a photographic entry. Contestants will be photographed at the Pacific Fair Fashions on the Field enclosure by a professional photographer on the setup backdrop in two (2) poses showing the front and back of the outfit. Contestants will not be shown the photographs at the time of them being taken and following the photographs the contestant will then walk the catwalk for completion of the heat.
12. Representative's of the Promoters will pick a top ten (10) and these contestants will be judged by a panel of judges as determined by the Promoters, in accordance with clauses 22 below.
13. The top ten (10) semi-finalists will be notified via text message and by an MC announcemnt on the stage that they are a semi-finalists and will be requested to appear back at the Pacific Fair Fashions on the Field enclosure to walk the catwalk for the semi-finals.
14. Three finalists will then be selected from the semi-finalists for the finals.
15. A Winner, a Second Place and a Third Place will then be selected from the Finalists.
16. Contestants who fail to appear for their heat in the Promotion at the correct time will be disqualified from the Promotion, and their entry deemed invalid.
17. Once a contestant has entered the heats for the Promotion the contestant is not permitted to make any further alterations or additions to any of the garments, otherwise they will be disqualified from the competition.
18. The Promotion will be conducted during the Promotion Period by contestants following the entry procedure noted above. All valid entries received will be accepted into the Promotion.
19. Entry may be refused if a contestant does not meet one or more of the Judging Criteria (identified below) or the eligibility criteria (identified in this section) or breaches these terms and conditions. Contestants are required to take full responsibility for their entry and for ensuring that their entry complies with these terms and conditions. Incomplete and illegible entries will be deemed invalid.
20. If an entry is invalid or if a contestant is unable or refuses to take part in any element of this Promotion, the Promoters reserve the right to discard that contestant's entry and proceed as if that contestant had not entered the Promotion.
21. Finalists from the 2019 Harrolds Fashions on the Field – Women's Racewear competition are not permitted to enter the 2020 Pacific Fair Fashions on the Field competition in the same outfit.
22. If for any reason, the Promoters become aware after a contestant has won a Prize and that the contestant has not complied with these terms and conditions or that their entry is otherwise invalid, that contestant will have no entitlement to the Prize, even if the Promoters have announced them as a winner and that contestant will be required, at the direction of the Promoters, to return, refund or otherwise make restitution of the Prize.

JUDGING – WOMEN'S CATEGORY ONLY

23. The judging criteria for the Promotion are as follows:
 - a) Style and originality;
 - b) Appropriateness of the outfit for the 2020 The Star Gold Coast Magic Millions Raceday and the individual;
 - c) Attention to detail with accessories;
 - d) Understanding and interpretation of the current fashion trends;
 - e) Grooming and deportment; and
 - f) Suitability of the outfit for the climate (**Judging Criteria**).
24. The Promoters will select the judging panel and each valid entry will be judged based on the Judging Criteria as interpreted by the judges in their absolute discretion. The judges' decision is final and binding on every contestant and no correspondence will be entered into.
25. Ten finalists will be selected based on the Judging Criteria, and will be notified on the day of the Promotion by announcement on stage and text message at the conclusion of the Promotion (**Finalists**). A Winner, a Second Place and a Third Place will then be selected from the Finalists.

PRIZES

26. Prizes will be awarded to the Winner, First Runner Up, Second Runner Up and remaining Finalists as follows;

WINNER: The best dressed contestant entry, as determined by the judges in accordance with the Judging Criteria, will win:

- a) Pacific Fair Shopping Spree to the value of \$2,000 (given as a Pacific Fair Gift Card)
- b) A Prada Matinée Handbag from the current FW19 Collection valued at \$3,780
- c) A 5-night stay in a luxury holiday home on the Gold Coast for 8 people, valued at \$5,000, courtesy of Elite Holiday Homes (given as a Gift Card)
- d) A pair of Christian Louboutin Classic Heels valued at \$1,000 (given as a Gift Card)
- e) An Audi drive experience for a weekend and a \$200 voucher for Paper Daisy at Halcyon House in Cabarita Beach, valued at \$1,000 (given as a voucher)
- f) Moët & Chandon Imperial Magnum 1.5L valued at \$144
- g) The Star Gold Coast Gift Card valued at \$300
- h) Lana Noir Professional Photography Gift Certificate valued at \$250

SECOND PLACE: The second best dressed contestant entry, as determined by the judges in accordance with the Judging Criteria, will win:

- a) Pacific Fair Shopping Spree valued at \$1,000 (given as a Pacific Fair Gift Card)

- b) The Star Gold Coast Gift Card valued at \$200
- c) Moët & Chandon Imperial Magnum 1.5L valued at \$144

THIRD PLACE: The third best dressed contestant entry, as determined by the judges, in accordance with the Judging Criteria will win:

- a) Pacific Fair Shopping Spree valued at \$300 (given as a Pacific Fair Gift Card)
- b) The Star Gold Coast Gift Card valued at \$100
- c) Moët & Chandon Imperial Magnum 1.5L valued at \$144

FINALISTS: The contestants placing fourth (4th) to tenth (10th) inclusively, as determined by the judges, in accordance with the Judging Criteria will win:

- a) Pacific Fair Shopping Spree valued at \$100 (given as a Pacific Fair Gift Card)

27. Total Prize value is \$16,062. GST does not apply to the issuing of Gift Cards.
28. Contestants must, at the Promoters' reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoters and their related bodies corporate using their name and image in promotional material. Without limitation, contestants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such publication, broadcast, film or other recording at any time. The contestant also consents to the Promoters submitting for use such broadcast, film, photograph or other recording to the Promoters' contractors, the Promoters' sub-contractors and the Promoters' agents.
29. The Winner must be available for a minimum of two (2) additional promotional appearances if reasonably required by the Promoters during 2020. The Promoters will arrange reasonable and appropriate transportation to any such promotional appearances.
30. Unused portions of Prizes will be forfeited and no compensation will be paid in lieu of that element of the Prize. The Prize must be taken as offered and cannot be varied unless authorised by the Promoters. The Prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoters accept no responsibility for any variation in Prize value.
31. Where Prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoters, the Promoters are not liable.
32. Except to the extent required by any law, including the Australian Consumer Law, the Promoters and their associated companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize or the failure of any Prize to be of acceptable quality.
33. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
34. If the Prize includes Pacific Fair Gift Cards, Gift Cards are treated like cash. Lost or stolen cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire 12 months from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. Gift Cards are to be used for the purchase of goods and services at Pacific Fair stores in Australia.
35. If a Prize includes tickets, including tickets to an event, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoters are not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
36. If a Prize includes travel, the prize must be booked and completed as specified by the Promoters or by the supplier of the Prize. If the Prize is event based, any travel provided as part of the Prize must be taken on the dates specified by the Promoters to coincide with the event. The Prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel Prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the Prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoters are not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the Prize. It is the contestant's responsibility to check and prepare for travel warnings and any perceived hazards with appropriate authorities, including www.dfat.gov.au. The Promoters are not responsible for any illness, injury or property damage that affects the winner while undertaking the travel Prize.
37. If the Prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoters' discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter). Participation in any event is subject to the terms and conditions of that event and any acceptance thereof if required by the Promoter/s.
38. If the Prize involves accommodation on the Gold Coast, the certificate is based upon availability and excludes the Gold Coast 600, the 2020 The Star Gold Coast Magic Millions Carnival, School Holiday and Christmas periods. All incidental items such as food and beverage, mini bar, telephone and laundry will be at the prize winner's expense and should be settled on departure.
39. Prizes must be claimed in accordance with any claim instructions provided by the Promoter.
40. If a Prize is not accepted by, or failing all reasonable efforts by the Promoters, is not delivered to the Prize winner, the relevant winner's entry will be deemed invalid.
41. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
42. Prizes are subject to change at the discretion of the Promoters subject to State and Territory regulations.

PERSONAL DETAILS AND CONSENTS

43. The Promoters will collect personal information via competition registration forms, participation in the Promotion, and otherwise on request from contestants (including without limitation information in your address, phone number, name, age, information obtained from any Promotion partners, information you provide when submitting any questions or queries regarding the Promotion), in order to conduct the Promotion and provide the Prizes (and may provide such information to third parties for these purposes). If the information requested is not provided, the contestant may not participate in the competition. Contestants may access the information that the Promoters hold about them by contacting the Promoters at 28 Ascot Court Bundall, Queensland 4217 (Magic Millions). All entries may be entered into a database and the Promoters may use a contestant's name and contact details to send the contestant offers, marketing materials and other information, including electronic messages unless the contestant notifies the Promoters during the registration process that they do not want their details to be used in this manner. The Privacy Policy may be viewed on www.magicmillions.com.au
44. Contestants agree that their image, name, character, likeness, voice or anything else that identifies them for the purposes of any promotion or matter incidental to the Promotion, including future similar promotions, and at any time during or after the Promotional Period and via any means (including but not limited to, any national print media, the Promoter's website and any other promotional material) may be used by the Promoters, host race club and the Promoters' sponsors for future promotional and publicity purposes without any compensation or reward.

GENERAL

45. All entries become the property of the Promoters when submitted.
46. Registrations will be deemed to be accepted at the time the entry is received in the registration database and not at the time of transmission or submission. No responsibility will be taken for incomplete, late or lost entries. The Promoters are not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof.

47. If, for any reason, the Promotion or any of the Prizes are not capable of being run or offered as planned, the Promoters reserve the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion. If the Promotion is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to contestants arising out of any resultant action taken by the Promoters.
48. Unless required by any law, including the Australian Consumer Law, the Promoters, their related bodies corporate and their respective officers and employees, their agents, their contractors, their associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of contestant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
49. If requested by the Promoters, any contestant or winner (and their companion(s), if applicable) (or if an contestant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoters) in favour of all parties involved in this competition and/or providing the Prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the Prize or the Prize itself. If any contestant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoters, within the time requested by the Promoters, the relevant contestant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Prize will be deemed unclaimed.
50. If other entities are conducting the Promotion in conjunction with the Promoters, the Promoters are not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize, determination of the winner and promoting the Promotion.
51. The Promoters may at their absolute discretion prohibit a contestant's participation in this Promotion, cancel or suspend a Prize or cease to provide any Prize to a winner if the contestant or winner or any companion(s) are, in the reasonable opinion of the Promoters, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promotion, the Promoters or its products and brands, other contestants, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.
52. The Promoters' decisions in connection with the Promotion are final and no correspondence will be entered into.

2020 THE STAR GOLD COAST MAGIC MILLIONS RACEDAY - PACIFIC FAIR FASHIONS ON THE FIELD
MEN'S RACEWEAR CATEGORY
TERMS AND CONDITIONS

1. The promotion is called "2020 Pacific Fair Fashions on the Field Competition" (**Promotion**).
2. Information on how to enter and on prizes form a part of the terms and conditions of entry. Entry into the Promotion is deemed to be acceptance of these terms and conditions.
3. The Promoters are AMP Capital Shopping Centres Pty Ltd ABN 13 001 585 955, Hooker Boulevard, Broadbeach, QLD 4218, and Magic Millions, ACN 07839617, 28 Ascot Court, Bundall, QLD 4217. (collectively the **Promoters**).
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ELIGIBILITY TO ENTER AND ELIGIBILITY CRITERIA

5. Entry and registration for the Promotion is open to residents of Australia. Employees, directors, officers, management, contractors and other representatives of the Promoters, host race clubs and organisations involved in, or sponsoring or conducting the Pacific Fair Fashions on the Field event (and any individuals so involved, including judges), as at the date of entry are ineligible to enter, as are immediate families and households of such persons.
6. Registration for the Promotion commences at **10am (AEST – Queensland)** on Monday 9 December 2019 and concludes at **12pm (AEST – Queensland)** on Saturday 11 January 2020 (**Entry Period**) by completing electronic forms at the registration desk at the location or online at www.magicmillions.com.au (manual entry forms could be used should the electronic forms not be available). Contestants will be judged in accordance with these terms and conditions during the period of **12pm**, and **2.30pm** on Saturday 11 January 2020 (**Judging Period**). Together the Entry Period and the Judging Period form the **Promotional Period**.
7. Contestants must during the Promotional Period attend the 2020 The Star Gold Coast Magic Millions Raceday at Aquis Park, Home of the the Gold Coast Turf Club & Events Centre, in their best outfit and participate in the Promotion,.
8. Contestants must be 18 years of age or over on the day of the judging of the Promotion. Proof of age needs to be provided at the time of registration.
9. Neither contestants nor their outfits are permitted to commercially promote a brand, store, or designer.
10. Contestants may not enter the competition on behalf of a third party, nor receive any payment or benefit from a third party for entering (or otherwise in connection with) the Promotion.
11. The entry process for all heats will be conducted by a photographic entry. Contestants will be photographed at the Pacific Fair Fashions on the Field enclosure by a professional photographer on the setup backdrop in two (2) poses showing the front and back of the outfit. Contestants will not be shown the photographs at the time of them being taken and following the photographs the contestant will then walk the catwalk for completion of the heat.
12. Representative's of the Promoters will pick a top ten (10) and these contestants will be judged by a panel of judges as determined by the Promoters, in accordance with clauses 22 below.
13. The top ten (10) semi-finalists will be notified via text message and by an MC announcemnt on the stage that they are a semi-finalists and will be requested to appear back at the Pacific Fair Fashions on the Field enclosure to walk the catwalk for the semi-finals.
14. Three finalists will then be selected from the semi-finalists for the finals.
15. A Winner, a Second Place and a Third Place will then be selected from the Finalists.
16. Contestants who fail to appear for their heat in the Promotion at the correct time will be disqualified from the Promotion, and their entry deemed invalid.
17. Once a contestant has entered the heats for the Promotion the contestant is not permitted to make any further alterations or additions to any of the garments, otherwise they will be disqualified from the competition.
18. The Promotion will be conducted during the Promotion Period by contestants following the entry procedure noted above. All valid entries received will be accepted into the Promotion.
19. Entry may be refused if a contestant does not meet one or more of the Judging Criteria (identified below) or the eligibility criteria (identified in this section) or breaches these terms and conditions. Contestants are required to take full responsibility for their entry and for ensuring that their entry complies with these terms and conditions. Incomplete and illegible entries will be deemed invalid.
20. Finalists from the 2019 Harrolds Fashions on the Field – Men's Racewear competition are not permitted to enter the 2020 Pacific Fair Fashions on the Field competition in the same outfit.
21. If an entry is invalid or if a contestant is unable or refuses to take part in any element of this Promotion, the Promoters reserve the right to discard that contestant's entry and proceed as if that contestant had not entered the Promotion.
22. If for any reason, the Promoters become aware after a contestant has won a Prize and that the contestant has not complied with these terms and conditions or that their entry is otherwise invalid, that contestant will have no entitlement to the Prize, even if the Promoters have announced them as a winner and that contestant will be required, at the direction of the Promoters, to return, refund or otherwise make restitution of the Prize.

JUDGING – MEN'S CATEGORY ONLY

23. The judging criteria for the Promotion are as follows:
 - g) Style and originality;
 - h) Appropriateness of the outfit for the 2020 The Star Gold Coast Magic Millions Raceday and the individual;
 - i) Attention to detail with accessories; (eg. hat, lapel flower, pocket square etc.).
 - j) Understanding and interpretation of the current fashion trends;
 - k) Grooming and deportment; and
 - l) Suitability of the outfit for the climate (**Judging Criteria**).
24. The Promoters will select the judging panel and each valid entry will be judged based on the Judging Criteria as interpreted by the judges in their absolute discretion. The judges' decision is final and binding on every contestant and no correspondence will be entered into.
25. Ten finalists will be selected based on the Judging Criteria, and will be notified on the day of the Promotion by announcement on stage and text message at the conclusion of the Promotion (**Finalists**). A Winner, a Second Place and a Third Place will then be selected from the Finalists.

PRIZES

25. Prizes will be awarded to the Winner, First Runner Up, Second Runner Up and remaining Finalists as follows;

WINNER: The best dressed contestant entry, as determined by the judges in accordance with the Judging Criteria, will win:

- a) Pacific Fair Shopping Spree to the value of \$1,000 (given as a Pacific Fair Gift Card)
- b) A pair of Christian Louboutin Classic Male Shoes valued at \$1,000 (given as a Gift Card)
- c) An Audi drive experience for a weekend and a \$200 voucher for Paper Daisy at Halcyon House in Cabarita Beach, valued at \$1,000 (given as a voucher)
- d) Moet & Chandon Imperial Magnum 1.5L valued at \$144
- e) The Star Gold Coast Gift Card valued at \$300
- f) Lana Noir Professional Photography Gift Certificate valued at \$250

SECOND PLACE: The second best dressed contestant entry, as determined by the judges in accordance with the Judging Criteria, will win:

- d) Pacific Fair Shopping Spree valued at \$500 (given as a Pacific Fair Gift Card)
- e) The Star Gold Coast Gift Card valued at \$200
- f) Moët & Chandon Imperial Magnum 1.5L valued at \$144

THIRD PLACE: The third best dressed contestant entry, as determined by the judges, in accordance with the Judging Criteria will win:

- g) Pacific Fair Shopping Spree valued at \$300 (given as a Pacific Fair Gift Card)
- h) The Star Gold Coast Gift Card valued at \$100
- i) Moët & Chandon Imperial Magnum 1.5L valued at \$144

FINALISTS: The contestants placing fourth (4th) to tenth (10th) inclusively, as determined by the judges, in accordance with the Judging Criteria will win:

- m) Pacific Fair Shopping Spree valued at \$100 (given as a Pacific Fair Gift Card)

- 53. Total Prize value is \$5,482. GST does not apply to the issuing of Gift Cards.
- 54. Contestants must, at the Promoters' reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoters and their related bodies corporate using their name and image in promotional material. Without limitation, contestants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such publication, broadcast, film or other recording at any time. The contestant also consents to the Promoters submitting for use such broadcast, film, photograph or other recording to the Promoters' contractors, the Promoters' sub-contractors and the Promoters' agents.
- 55. The Winner must be available for a minimum of two (2) additional promotional appearances if reasonably required by the Promoters during 2020. The Promoters will arrange reasonable and appropriate transportation to any such promotional appearances.
- 56. Unused portions of Prizes will be forfeited and no compensation will be paid in lieu of that element of the Prize. The Prize must be taken as offered and cannot be varied unless authorised by the Promoters. The Prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoters accept no responsibility for any variation in Prize value.
- 57. Where Prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoters, the Promoters are not liable.
- 58. Except to the extent required by any law, including the Australian Consumer Law, the Promoters and their associated companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize or the failure of any Prize to be of acceptable quality.
- 59. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
- 60. If the Prize includes Pacific Fair Gift Cards, Gift Cards are treated like cash. Lost or stolen cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire 12 months from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. Gift Cards are to be used for the purchase of goods and services at Pacific Fair stores in Australia.
- 61. If a Prize includes tickets, including tickets to an event, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoters are not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
- 62. If a Prize includes travel, the prize must be booked and completed as specified by the Promoters or by the supplier of the Prize. If the Prize is event based, any travel provided as part of the Prize must be taken on the dates specified by the Promoters to coincide with the event. The Prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel Prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the Prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoters are not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the Prize. It is the contestant's responsibility to check and prepare for travel warnings and any perceived hazards with appropriate authorities, including www.dfat.gov.au. The Promoters are not responsible for any illness, injury or property damage that affects the winner while undertaking the travel Prize.
- 63. If the Prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoters' discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter). Participation in any event is subject to the terms and conditions of that event and any acceptance thereof if required by the Promoter/s.
- 64. If the Prize involves accommodation on the Gold Coast, the certificate is based upon availability and excludes the Gold Coast 600, the 2020 The Star Gold Coast Magic Millions Carnival, School Holiday and Christmas periods. All incidental items such as food and beverage, mini bar, telephone and laundry will be at the prize winner's expense and should be settled on departure.
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- 68. Prizes are subject to change at the discretion of the Promoters subject to State and Territory regulations.

PERSONAL DETAILS AND CONSENTS

- 69. The Promoters will collect personal information via competition registration forms, participation in the Promotion, and otherwise on request from contestants (including without limitation information in your address, phone number, name, age, information obtained from any Promotion partners, information you provide when submitting any questions or queries regarding the Promotion), in order to conduct the Promotion and provide the Prizes (and may provide such information to third parties for these purposes). If the information requested is not provided, the contestant may not participate in the competition. Contestants may access the information that the Promoters hold about them by contacting the Promoters at 28 Ascot Court Bundall, Queensland 4217 (Magic Millions). All entries may be entered into a database and the Promoters may use a contestant's name and contact details to send the contestant offers, marketing materials and other information, including electronic messages unless the contestant notifies the Promoters during the registration process that they do not want their details to be used in this manner. The Privacy Policy may be viewed on www.magicmillions.com.au
- 70. Contestants agree that their image, name, character, likeness, voice or anything else that identifies them for the purposes of any promotion or matter incidental to the Promotion, including future similar promotions, and at any time during or after the Promotional Period and via any means (including but not limited to, any national print media, the Promoter's website and any other promotional material) may be used by the Promoters, host race club and the Promoters' sponsors for future promotional and publicity purposes without any compensation or reward.

GENERAL

- 71. All entries become the property of the Promoters when submitted.

72. Registrations will be deemed to be accepted at the time the entry is received in the registration database and not at the time of transmission or submission. No responsibility will be taken for incomplete, late or lost entries. The Promoters are not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof.
73. If, for any reason, the Promotion or any of the Prizes are not capable of being run or offered as planned, the Promoters reserve the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion. If the Promotion is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to contestants arising out of any resultant action taken by the Promoters.
74. Unless required by any law, including the Australian Consumer Law, the Promoters, their related bodies corporate and their respective officers and employees, their agents, their contractors, their associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of contestant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
75. If requested by the Promoters, any contestant or winner (and their companion(s), if applicable) (or if an contestant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoters) in favour of all parties involved in this competition and/or providing the Prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the Prize or the Prize itself. If any contestant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoters, within the time requested by the Promoters, the relevant contestant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Prize will be deemed unclaimed.
76. If other entities are conducting the Promotion in conjunction with the Promoters, the Promoters are not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize, determination of the winner and promoting the Promotion.
77. The Promoters may at their absolute discretion prohibit a contestant's participation in this Promotion, cancel or suspend a Prize or cease to provide any Prize to a winner if the contestant or winner or any companion(s) are, in the reasonable opinion of the Promoters, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promotion, the Promoters or its products and brands, other contestants, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.
78. The Promoters' decisions in connection with the Promotion are final and no correspondence will be entered into.