The Everest Calcutta 2026 Terms & Conditions

Promotion	**THE OFFICIAL TAB EVEREST CALCUTTA**	
Promoters	**RACING NSW**	
Promotional Period	**Start Date:**	**25 September 2026**
	End Date:	**17 October 2026**
Eligible Participants	Eligible Participants must be: • An NSW resident aged 18 years or over; and, • Not deemed an 'Ineligible Participant' An 'Ineligible Participant' includes: • Employees, Directors and Officers of the Promoter and any Related Body Corporate • Immediate Family members of any Employee, Director or Officer of the Promoter and/or any Related Body Corporate • Excluded Persons *"Excluded Persons"* means any person identified by Racing NSW as a minor, self-excluded patron, involuntarily excluded patron, disqualified person under the Rules of Racing, suspended person under the Rules of Racing or a person identified at the discretion of Racing NSW as someone who is not a 'fit and proper person' as determined by Racing NSW. If a person is identified as an Excluded Person, the Promoter reserves the right to refuse to allow the person to take part in the Promotion, or receive any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so. "*Immediate Family*" and "*Employee*" has the meaning given by the *Fair Work Act 2009* (Cth). "*Director*", "*Officer*" and "*Related Body Corporate*" has the meaning given by the *Corporations Act 2001* (Cth). •	
How to enter	Eligible Participants who satisfy the following criteria (each, an "*Eligible Entrant"*) will be entered into the Promotion: • NSW Residents over the age of 18 who have purchased a valid ticket at a cost of $10.00 at the venue where the Calcutta is held, online or otherwise from an outlet permitted at the absolute discretion of Racing NSW.	
Number of entries permitted	If a participant purchases more than one entry, they will only be eligible to be drawn twice in the Initial Calcutta Draw and subsequent tickets (if drawn) will be forfeited as invalid. In the event that a participant is drawn for a third time, a winner be selected from the Supplementary Draw with a different identity.	
Transactional Costs	Please note all transactional costs incurred in running the event (i.e. ticketing and merchant fees) will be deducted from the final Calcutta pool.	

Conduct of Prize Draw	**Stage One** *The Initial Calcutta Draw* All Eligible Entrants will be placed into a draw to participate in the Calcutta, to be conducted on 16 October 2026 at 2:00pm to establish the identity of the winners of the initial phase of the Calcutta ("**Initial Calcutta Winners**") at Royal Randwick Racecourse, Randwick, NSW, by way of random selection from a computed based random number generator system. In the initial phase of the Calcutta, the winners will be drawn and matched with a horse from the field based on the process set out below. Each of the 12 winners that were drawn by the random number generator in the initial phase of the Calcutta will receive the right to share 50% of the winning bid for their randomly allocated horse in The Everest. The random number generator will draw all 12 winners at the same time and allocate each winner a number from 1 to 12. The number allocated to each winner will determine which horse they are allocated based on the corresponding horses saddle cloth. For example, winner number 1 will be allocated horse silk number 1. Winner number 2 will be allocated horse silk number 2. This process will be repeated until each winner is allocated to a horse. The Promotor will perform a Supplementary Draw with an additional 12 'Reserve Winners' to allow Racing NSW to confirm the Initial Calcutta Winners comply with the 'fit and proper person' requirement and also allow the Promotor to utilise the Reserve Winners for any unclaimed prizes from the Initial Calcutta Draw. If any of the first 12 winners do not meet the 'fit and proper person' requirement they will be substituted for by one of the 12 'Reserve Winners' in the order that they are drawn. The full draw procedure is further explained below: **Stage Two** *The Calcutta Bidding Process* The second phase of the draw will consist of a Calcutta 'bidding' event to be held on 16 October 2026 at approximately 3:00pm at Royal Randwick Racecourse and promoted by Racing NSW. The Calcutta Pool is comprised of 50% of the money raised through the bidding process and 100% of ticket sales less transactional costs (including, but not limited to ticketing fees, merchant fees etc.). The Calcutta bidding event is to be conducted such that anyone can bid on any horse during the auction. If an Initial Calcutta Winner is not able to physically attend the auction, they will be contacted a representative of the Promoter and given the opportunity to participate in the auction via telephone or another method of communication (i.e. Teams or online etc.). Should an Initial Calcutta Winner not be available via telephone or another method of communication (i.e. Teams or online etc.) at the time of the auction, they will forgo their opportunity to participate in the auction. If an Initial Calcutta Winner would like to keep their allocated horse they must have the highest bid at the auction, however, they will only be required to pay half the amount that they have successfully bid. That amount will be added to the 'pool of funds'. If the successful bidder is not an Initial Calcutta Winner, they must pay the full amount of their successful bid. 50% of the price paid by the successful bidder is added to the prize pool with the other 50% going to the Initial Calcutta Winner who was allocated that horse during the Initial Calcutta Stage. The successful bidder then has that horse allocated to them and becomes the 'Calcutta Winner' (or retains their status as the Calcutta Winner if an Initial Calcutta Winner chooses to successfully bid for the horse rather than take the proceeds of another successful bid). The Calcutta Pool of funds is thus made up of 50% of the money raised through the auction process and 100% of the money raised through ticket sales less transactional costs (including, but not limited to ticketing fees, merchant fees etc.). Should a horse not receive any bids at the Calcutta event, the winner of the Initial Calcutta Draw will receive that horse's winnings under the Calcutta as if they had been the winning bidder in the bidding process. All of the auctioneer's decisions are final.

	Stage Three *Final Stage of Calcutta* Once the final Calcutta Winners have been determined through Stage One and Stage Two, prizemoney from the Calcutta pool of funds will be allocated in accordance with the finishing position of the relevant horses as set out below under 'Prizes'.
Prizes	As described above, the winner of Stage One of the Calcutta wins the right to participate in the Calcutta bidding process and then receives their portion of a successful bid or their allocated horse's winnings from the Calcutta pool, the size of which will depend on the number and size of bids in the bidding process in accordance with a normal Calcutta. The size of the Calcutta prize is determined as follows: 1st: 70% of the prize pool 2nd: 20% of the prize pool 3rd: 10% of the prize pool Horses scratched will be replaced by 'emergency' horses and the winner corresponding to the scratched horse will be allocated the emergency horse. In the event of a 'dead heat' where two horses cannot be separated by examination of the Stewards to determine the relevant winning stake will be divided by two and split evenly between the two winners associated with the horses involved in the dead heat. All other contingencies not accounted for in these terms and conditions are to be resolved at the sole discretion of Racing NSW. Please note carefully - There will be no refunds in the event of a late scratching, or a horse being disqualified or declared as a non-runner by the Racing NSW Stewards after the time of final scratchings on race morning. Please further note that the prize will be paid only after confirmation that the prize winner is an Eligible Participation. Once confirmation is received from Racing NSW that a person is an Eligible Participant, this decision shall be final and be paid accordingly. All prizes will be paid within ten (10) business days of running the Race.
Additional Conditions for Prizes	Each Winner is responsible for all associated costs with the Prizes, including where applicable, travel, accommodation and any other ancillary costs. The Prizes are not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion). Both the winner and their guest(s) (where applicable) must be over the age of 18. Prize values are GST inclusive, are in Australian dollars and are correct at time of printing.
Notification of prize winners	The Winner/s of Stage One will be notified by announcement at the venue, or otherwise by telephone or text message on 16 October 2026 where the phone number is provided by the Winner.

Unclaimed prizes	In the event that for any reason whatsoever any Initial Calcutta Winner does not accept or claim a Prize (including if the Promoters are not able to successfully get in contact with the Winner) within 7 days of announcement or otherwise in sufficient time as determined by Racing NSW, then the Prize will be forfeited by the Initial Calcutta Winner and the Promoters will undertake an unclaimed prize draw ("*Unclaimed Prize Draw*"). The Unclaimed Prize Draw will be conducted in the same manner as the initial prize draw and in accordance with these terms and conditions, except that the relevant Winner will not be included. The winner of the Unclaimed Prize Draw ("*Unclaimed Prize Draw Winner*") will be the first selected Eligible Entrant, and the process will continue until the prize is claimed. In the event that for any reason whatsoever the Unclaimed Prize Draw Winner does not accept the Prize (including if the Promoters are not able to successfully get in contact with the Unclaimed Prize Draw Winner) within 48 hours of announcing the Unclaimed Prize Draw Winner or otherwise in a reasonable time as determined by Racing NSW, the Prize will be forfeited by the Unclaimed Prize Draw Winner and another Unclaimed Prize Draw will be drawn. A new unclaimed prize draw will be repeated every 48 hours or as deemed appropriate by Racing NSW with winners selected from the initially selected pool of Reserve Winners until all Winners have been found.

General Terms and Conditions

Each Eligible Participant acknowledges and agrees that he/she has read these Conditions of Entry and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry.

1. **Taxes**

   Any taxes which may be payable as a consequence of the Winner or Unclaimed Prize Draw Winner receiving the Prize are the sole responsibility of the Winner/Unclaimed Prize Draw Winner. The Promoters encourage the Winner to seek independent financial and tax advice.

2. **Exclusion of Liability**

   a. Whilst the Promoters will use all reasonable endeavours to arrange the delivery of the Prize, by entering this Promotion, a Winner/Unclaimed Prize Draw Winner acknowledges that circumstances beyond the control of the Promoters may prevent the delivery of the Prize (including the failure by the Winner/Unclaimed Prize Draw Winner to notify the Promoters of any change to their delivery details). In such circumstances where the Promoters form a reasonable belief that any delay or loss of the Prize has not been caused or contributed by the Winner's negligence, fraud or misconduct, the Promoters may (if circumstances permit) re-deliver the Prize to the Winner.

   b. To the extent permitted by law, the Promoters are not liable for any loss, including, but not limited to, direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission, deliberate or negligent, by the Promoters or their servants or agents, in connection with this Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to a Winner or Unclaimed Prize Draw Winner.

   c. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian Consumer Laws.

3. Payment of Winning Bids

a. Each Calcutta Winner who was not an Initial Calcutta Winner shall pay to the Racing NSW Representative the full bid for their respective Calcutta Horse.

b. Each Calcutta Winner who was also an Initial Calcutta Winner shall pay to the Racing NSW Representative half of their bid for the respective Calcutta Horse.

c. Payment must be made by 5:00pm on Friday 16 October 2026.

d. This bid shall be paid cash, credit card (certain cards only), direct deposit or bank cheque.

e. Any balances paid by credit card may incur a merchant fee.

f. Any payment not received by 5:00pm Friday 16 October 2026, Racing NSW reserves the right to follow up payment via a debt collection agency or cancel the bid and allow the second highest bidder to take on the respective Calcutta Horse. The Calcutta Winner must pay all nominated costs associated with the debt collection process including but not limited to the debt collection fees and commissioners prior to goods being released.

4. Use of Personal Information / Marketing

a. The Promoters comply with the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth).

b. Any entries become the property of the Promoters. Any information Eligible Participants provide will be used by the Promoters for the purpose of conducting this Promotion.

c. The Promoters may disclose Eligible Participants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with Eligible Participants.

d. By entering the Promotion, Eligible Participants consent to their personal information being collected, used and disclosed by the Promoters, its agents, affiliates, related business companies, other companies associated with this Promotion, and business partners for any promotional activities, including the Eligible Participant's personal participation in reasonable promotional activities as requested by the Promoters, and any marketing and publicity purposes without any further reference, payment or other compensation to the Eligible Participant.

e. Eligible Participants' consent includes authorising the Promoters, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send the Eligible Participant future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities based on the information they have collected during the Promotion.

f. Eligible Participants' personal information may be disclosed to State and Territory lottery departments and Winner's names published as required under the relevant lottery legislation. The Promoters will use reasonable endeavours to provide the Eligible Participant reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation. A request to access, update or correct any personal information should be directed to the Promoters.

g. All Eligible Participants consent to the publication of their name and suburb of residence (however their full address will not be published) and agree to participate in reasonable Promotion activities as requested by the Promoters without any further payment or compensation.

h. All Eligible Participants understand and accept the Promoter's Privacy Policy located on the Promoter's website.

5. General

a. The Promoters, its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:

   i. any circumstances beyond the control of the Promoters that may cause the Promotion to be disrupted or corrupted;

   ii. any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by the Prize or resulting from acceptance, possession, use, or misuse of the Prize, or from participation in the Promotion or downloading material from any website connected with the Promotion; or

   iii. any printing or typographical errors in any materials associated with the Promotion.

b. The Promoters reserve the right to:

   i. cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention, or other causes beyond the reasonable control of the Promoters;

   ii. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;

   iii. disqualify any Eligible Participant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;

   iv. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;

   v. request a Winner or Unclaimed Prize Draw Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.

   vi. purchase entries into the Promotion and provide to Eligible Participants including for Promotional Purposes.

c. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, systems failures, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoters may in its absolute discretion cancel the Promotion or part of the Promotion and recommence it from the start on the same conditions subject to Australian law.

d. By entering this Promotion, Eligible Participants acknowledge that it is a condition of accepting the Prize that they may be required to sign a legal release in a form reasonably determined by the Promoters.

e. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoters will make a decision regarding such situation. The Eligible Participant will have the right to request an internal review of the Promoters' decision. Subject to any regulator direction to the contrary, the decision of the internal review will be final and binding.

f. In the event that a Winner or Unclaimed Prize Draw Winner is identified as being in breach of these Terms and Conditions (the "*Refused Winner*"), the Promoters reserve the right to refuse to allow the Winner to take part in, or receive, any or all aspects of the Prize, and the Promoters will notify any relevant regulator accordingly where required by law to do so, and will conduct a re-draw.

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