

The 2018 Everest Giveaway Trade Promotion (“the Promotion”) Standard Terms & Conditions:

Eligibility

- Entry is open to Australian Citizens and Permanent Residents of Australia only (as defined in the Australian Citizenship Act 2007 (Cth)) that have attained the age of 18 or over and are able to provide proof that they are permanently and legally domiciled in Australia at the time of their competition entry and the competition draw (“Eligible Entrants”)
- Employees, immediate family members of employees and employees of any company associated with the Promotion are ineligible to enter or receive a prize
- “Immediate Family” – Is taken to have the same meaning as is defined in the Family Law Act 2009 (Cth)
- Excluded Persons may not enter. “Excluded Persons” means any person identified by Racing NSW as a minor, self-excluded patron, involuntarily excluded patron 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 Promoters will notify any relevant regulator accordingly where required by law to do so.

Entry

- The Promotion commences on 24/9/2018 and entries close on 11/10/2018 at 5pm (“the promotion period”)
- Everest branded cookies will be gifted at random to members of the public during the promotion period with the packaging for each containing a unique code
- To enter, Eligible Entrants must enter the unique code attached to the packaging during the Promotion Period and via the website www.theeverest.com.au/competition.
- There is to be a maximum of one entry per person. If multiple entries are discovered to have been made on behalf of the same person, Racing NSW reserves the right to declare the relevant entrant ineligible at any stage during or after the promotion period and the prize draws, including prior and/or subsequent prize draws as referred to under “Prize Conditions”

Prizes and winning

- The main prize draw will take place on 13/10/2018 at approximately 1:00 pm at Randwick Racecourse (“the main prize draw”)
- The main prize draw and all other prize draws that form part of the promotion will be randomized and the associated process will be scrutinised by an independent person as required
- The winner of the main prize draw will receive \$100,000 in prize money (“the prize”) to be payed either by crossed cheque or otherwise the winner can elect to have the prize money paid by EFT into the winner’s nominated account
- An additional 3 ‘Reserve Winners’ will also be drawn to allow Racing NSW to vet the first winners to comply with the ‘fit and proper person’ requirement. If any of the winners do not meet the ‘fit and proper person’ requirement they will be substituted for by one of the 3 ‘Reserve Winners’ in the order that they are drawn. If none of the 3 Reserve Winners meet the requirement, a further 3 Reserve Winners shall be drawn until the ‘fit and proper person’ requirement is met
- The total prize pool value is \$100,000

Prize conditions

- The winner will have 5 minutes to claim the main prize in person at the location of the prize draw (Randwick Racecourse) from the time their name is announced, after which time Racing NSW will attempt to contact the winner using any and all details provided by the entrant at the registration stage. If the winner is contacted and is not on-site at Randwick Racecourse to claim the main prize within 5 minutes of the initial announcement (for any reason or combination of circumstances), they will be entitled to \$1,000 in lieu of the \$100,000, with the \$1,000 becoming the prize.

- With respect to any and all prize winners, the prize winners will be given 3 months from the date of the prize draw to claim their prize. In the event that any of the prizes remain unclaimed after 3 months from the date of the prize draw, Racing NSW will contact the Department of Liquor and Gaming in NSW for direction.

- As the prize value is more than \$500, the winners of the prize draws will be notified by phone/email within two (2) business days of the draw. All winners will also have their details published on the website (www.theeverest.com.au/competition) on 13/10/2018

General

- a. Racing NSW (“The Promoters”), its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:
 - i. any condition caused by events 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.
- 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 their 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 conducted by the Promoter of the Promoters’ decision. Subject to any regulator direction to the contrary, the Promoter’s decision for the internal review will be final and binding on all parties.