



**RAC Derby W Promotion**  
**TERMS AND CONDITIONS**

1. The promoter of the RAC Derby Promotion (Competition) is Royal Automobile Club of Western Australia ABN 33 212 133 120 (the Promoter).
2. The Competition begins on 23/01/2020 at 12:00pm (Australian Western Standard Time) and ends on 06/02/2020 at 11:59pm (Australian Western Standard Time) (Competition Period).
3. Entries must be received by the Promoter during the Competition Period. Only one entry may be received per entrant.
4. The Promoter reserves the right to either allow or disallow any entrant for any reason it sees fit in its absolute discretion.
5. Entry to the Competition is only open to current Members of The Royal Automobile Club of Western Australian who reside within Western Australia.
6. Entry to the Competition is not open to employees of the RAC Group of Companies
7. Up to 2 entrants (Winner/s) may each be awarded only one prize (Prizes) as follows: RAC Derby W (15 February 2020) Major Prize: 4 tickets to attend the RAC Derby W, toss the coin, merchandise pack and the opportunity to present the trophy if your team wins. Minor Prize: 4 tickets to attend the RAC Derby W, merchandise pack and the opportunity to present the trophy if your team wins.
8. This document, the instructions on how to enter the Competition and other details contained within promotional advertisements and the Entry Form (if applicable), each form part of the Terms and Conditions.
9. The Winner/s shall be chosen by the Judges from the entries at random from correct entries.
10. The Winner/s will be drawn on 07/02/2020 and notified by phone and/or email.
11. When the Winner/s are notified of their Prize they will also be provided with details as to the collection of their Prize.
12. The Judges' decision is final and no correspondence will be entered into. The Promoter reserves the right not to select Winners of all or any Prizes in its absolute discretion.
13. Each Winner must claim its Prize on or before 14/02/2020. Prizes must be claimed in person unless a Winner is otherwise advised. Identification, which includes a photograph, will be required. Prizes will only be awarded following winner validation and verification.
14. A Prize must be taken as stated and is non-transferable, not exchangeable and not redeemable for cash. If the specified prize becomes unavailable for any reason, the Promoter may substitute a prize of like or equal value.
15. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition, including, but not limited to, where arising out of the following: (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 a prize.
16. The Promoter reserves the right to disqualify a Winner if the Winner has breached any of the Terms and Conditions or their entry is misleading.
17. The Promoter reserves the right to:
  - a. declare as void any entries or claims for Prizes resulting from any printing, production or distribution errors or where there has been error in any aspect of the preparation for or conduct of the Competition materially affecting the result of the Competition or the number of Winners or the value of claims for Prizes;
  - b. add to or to waive any of the Terms and Conditions; and
  - c. cancel the Competition or any part of it at any stage in the event of circumstances beyond the Promoter's control.
18. The Promoter reserves the right, in its sole discretion, to disqualify any individual for:
  - a. tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion or the website of the Promoter or the Competition;
  - b. acting in violation of the Terms and Conditions.
19. Participation in the Competition constitutes the entrant's unconditional agreement to and acceptance of the Terms and Conditions.
20. All entries remain the property of the Promoter and may be entered into a database for future marketing or promotional activities. By entering the Competition entrants, in the event that they are a Winner, consent to the publishing of their names and suburb of residence on the website [www.rac.com.au](http://www.rac.com.au). Acceptance of a Prize by a Winner constitutes permission for the Promoter to use the Winner's name, suburb of residence, recording of the Winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law. The Promoter will not use the entrants' personal information for any other purpose without their consent unless required or authorised to do so by law. Entrants must notify the Promoter in writing if they would like to amend their personal information or if they have any queries as to how their personal information will be used.
21. This Competition is subject to the Promoter's Privacy and Security Statement and Group Privacy Policy.
22. If the Competition is conducted on, or utilising, social media including, without limitation Facebook, Instagram and Twitter, the Competition shall be subject to the terms of use governing the applicable social media platform including the RAC User Generated Content Policy. In the event of an inconsistency between these Terms and Conditions, and the terms of use of the applicable social media tool, the terms of the applicable social media tool shall prevail.
23. Without prejudice to clause 22 above, if the Competition is conducted on Facebook or Instagram, entrants:
  - a. fully release Facebook or Instagram from all liability arising out of the Competition;
  - b. acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram; and
  - c. understand and accept that information disclosed in connection with the Competition is disclosed to the Promoter and not Facebook or Instagram