



## **Terms and Conditions:**

### **Own the Dream 2022- Win A Share in a Racehorse!**

#### Competition Overview

Get your mates together and create a team! A minimum of four and a maximum of six members with only two current owners per team allowed.

Attend as many competition eligible events as you can. EACH team member in attendance will receive ONE (1) entry PER event for their team to go towards the draw for the major prizes.

Putting together a team of six and attending all the events you can, will give you the most chance of winning!

However, you will have to share the spoils – the voucher will be split evenly between your team members.

This competition is all about introducing new people to racing – teams may only contain two persons who have owned a racehorse in the last three-years with the remainder of the team non-owners.

There is a maximum capacity for 200 entrants in the competition – you will need to tell us when you register why your team would like to be involved in Own the Dream.

**Registrations close: 12:00 AWST Wednesday 5 January 2022**

#### Terms and Conditions

##### **General**

1. The Promoter is: Racing and Wagering Western Australia (**RWWA**) of 14 Hasler Rd, Osborne Park, Western Australia, 6017, +61 8 9445 5333, ABN 21 347 055 603.
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.

##### **Who can enter?**

4. Entry is open to all residents of Western Australia over the age of 18 who comply with the conditions set out in paragraph 6 except employees of RWWA, their immediate families and their associated companies and agencies. 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.
5. RWWA reserves the right to require that all Team members provide proof of identity, accepted proof of COVID-19 vaccination status if required in compliance with any Government Directions (as amended from time to time) or by the RWWA Rules of Thoroughbred Racing, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of RWWA. If each winning Team member cannot provide suitable proof, the winning Team will forfeit the prize in whole and no substitute will be offered.
6. It is a condition of entry that for the entire duration of the competition, all Team members satisfy the Australian and RWWA Rules of Thoroughbred Racing, any relevant Government Directions as amended from time to time (including but not limited to COVID-19 vaccination compliance and other related COVID-19 matters) and

racehorse ownership requirements. Each Team member acknowledges that if his or her Team wins the prize, he or she must notify RWWA and the Registrar of Racehorses (**Registrar**) if:

- during the past 10 years, he or she has been convicted of any offences involving violence against a person or dishonest or criminal activity; or
- there is a charge pending against him or her for any of the above offences; or
- he or she has ever been convicted under the Australian Rules of Racing or the rules of any racing authority.

The winning Team's eligibility to claim the prize is subject to the RWWA and the Registrar's approval. If all Team members are not approved by the Registrar, the winning Team will forfeit the prize and the prize will be deemed unclaimed.

### **Non-Owners**

7. A team of four (4), five (5) or six (6) may only consist of two (2) persons who currently own, or have owned a racehorse registered in the stable of an Australian trainer in the previous three-years to the registration closing date.
8. The ownership status of team members will be determined from the Racing Australia official ownership records.

### **Limit on Teams**

9. Each team is required to submit in 100 words or less why they should be selected to take part in Own the Dream 2022.
10. RWWA will then select eligible teams to participate in the competition with the first round of approvals taking place on Monday 13 December 2021. The remaining teams will be approved on Wednesday 5 January 2022.

### **How to Enter**

11. Details of how to enter the competition are set out on the Own the Dream website ([www.ownthedreamwa.com.au](http://www.ownthedreamwa.com.au)).
12. To enter the competition, entrants must register a 'Team' via the online entry form on [www.ownthedreamwa.com.au](http://www.ownthedreamwa.com.au); each Team must meet the criteria of the following conditions and also comply with the conditions set out in paragraphs 4 and 6:
  - a. each Team must consist of either four (4), five (5) or six (6) Team members;
  - b. each Team must nominate a Team Captain for contact purposes.
  - c. each Team member and Team Captain may only be entered in one (1) Team.
  - d. registration for Teams closes at 12.00 AWST on Wednesday 5 January 2022.
13. Teams will receive one (1) valid entry into the competition for each Team member that attends a competition eligible event.
14. The five (5) competition eligible events include (dates subject to change):

a.	16 January 2022	Own the Dream Launch Party
b.	23 January 2022	The Racehorse 101
c.	30 January 2022	Race Day Challenge
d.	5 February 2022	Ascot Gallops
e.	11 February 2022	Grand Finale
15. To attend a competition eligible event, individual Team members must register their attendance via the online registration form emailed or messaged via SMS.
16. Each member of your team must attend a minimum of two (2) competition eligible events, inclusive of either The Racehorse 101 OR Ascot Gallops for their team to be eligible to claim any prize, so choose your team wisely.

17. At least three (3) team members must be present at the Own the Dream Grand Finale to be eligible to win any of the prizes, including the Westspeed Platinum Voucher.
18. Registration to attend each event must be received no later than the deadline before each event. It is at the absolute discretion of RWWA whether an additional team member may be accepted post this date.
19. Team members must validate their entry at each respective competition eligible event by checking in with a representative of RWWA.

## Prize Details

20. Total prize pool value is up to \$AUD 48,250 (including GST).
  - a. First prize is a \$AUD 10,000 (including GST) Magic Millions Voucher which can only be redeemed at the 2022 Magic Millions Perth Yearling Sale towards the purchase of a share in a Racehorse where such horse was sold via auction at the yearling sale. The first prize includes training fees paid for two years to 31 July 2024 (**Period**), The total value of the first prize is \$AUD 30,000 (including GST).
    - i. First prize must be used on a breeder nominated Westspeed Platinum yearling to the value of \$50,000 or above that is purchased at the 2022 Magic Millions Perth Yearling Sale by a registered Thoroughbred Trainer of Syndicator.
    - i. Training fees (including spelling and pre-training), Westspeed nomination fees and feature race nomination/acceptances fees, as applicable, are paid for the first two years (24 months) and will be paid by RWWA directly to the trainer, monthly, when an invoice is received (until 31 July 2024).
  - b. Second prize is a \$AUD 7,000 (including GST) Magic Millions Voucher which must be redeemed at the 2022 Magic Millions Perth Yearling Sale by a registered Thoroughbred Trainer of Syndicator towards the purchase of a share in a breeder nominated Westspeed Platinum yearling where such horse was sold via auction at the sale.
    - i. Training fees of up to \$AUD 3,500 (including GST) will be paid by RWWA for the share in the horse purchased as part of second prize. Payment will be made by RWWA directly to the trainer, monthly, when an invoice is received until the maximum amount of \$AUD \$3,500 is exhausted.
  - c. Third prize is a \$AUD 5,000 (including GST) Magic Millions Voucher which must be redeemed at the 2022 Magic Millions Perth Yearling Sale by a registered Thoroughbred Trainer of Syndicator towards the purchase of a share in a breeder nominated Westspeed Platinum yearling where such horse was sold via auction at the sale.
    - i. Training fees of up to \$AUD 3,500 (including GST) will be paid by RWWA for the share in the horse purchased as part of third prize. Payment will be made by RWWA directly to the trainer, monthly, when an invoice is received until the maximum amount of \$AUD \$3,500 is exhausted.
  - d. RWWA will provide all winning vouchers direct to Magic Millions for the purchase of the selected yearlings. For the avoidance of doubt, no voucher or monies will be provided directly to the winning team with all transactions taking place directly between RWWA and Magic Millions.
  - e. The training fees of second and third prize can only be used for a period of two years (until 31 July 2024). For avoidance of doubt there will be no further credit provided at the end of this period.
21. The first, second and third prize vouchers will be drawn via random ballot and announced at the Grand Finale event.
22. Only one prize can be claimed per Team.
23. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). RWWA accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
24. At the end of the Period, the winning Teams has the option to either continue ownership of the Racehorse (and will be liable for its share of training fees and other costs and charges that may result) or offer on the open market their share (with value determined by market demand) and will be liable for its share of training fees and other costs and charges that may result until the Racehorse is sold.
25. If the interest in the Racehorse is sold before the end of the Period (at the absolute discretion of the winning Team), the winning Team will receive the net proceeds of sale based on the percentage share they own.

26. The stated prize value does not include the prize-winnings component (if any) of the prize or the additional benefits associated with the Racehorse. The prize-winnings component of the prize (if any) depends upon the success of the Racehorse during the Period.
27. RWWA does not provide any warranty or accept any liability in relation to the quality or performance of the Racehorse, the number of races the Racehorse will compete in, the value of prize-winnings the Racehorse will win or the value of any prize. Any decision regarding the health of the Racehorse or the entry of the Racehorse into any race will be at the absolute discretion of the trainer of the Racehorse or the relevant racing authority.
28. The winning Team will not be permitted access to the Racehorse at any time, except as allowed by the trainer or syndicator at their complete discretion at any race meetings in which the Racehorse runs.
29. RWWA is not liable for any loss of potential prize-winnings or earnings if the Racehorse becomes injured, becomes ill or dies during the Period and is unable to race.
30. Independent financial advice must be sought as tax implications may arise as a result of accepting the prize.
31. Prizes cannot be transferred, exchanged or redeemed for cash.
32. It is a condition of accepting the prize that all Team members must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winning Team to confirm such conditions with the prize supplier or other relevant third parties.
33. It is a condition of accepting the prize that all members of the winning Team may be required to sign a legal release in a form determined by RWWA in its absolute discretion.
34. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet, without the prior written consent of RWWA. Photographs will be allowed only at the discretion of RWWA.
35. RWWA does not provide any warranty or accept any liability in relation to the quality or performance of the Racehorse, the number of races the Racehorse will compete in, the value of prize-winnings the Racehorse will win or the value of any prize. Any decision regarding the health of the Racehorse or the entry of the Racehorse into any race will be at the absolute discretion of the trainer of the Racehorse or the relevant racing authority.

### **Westspeed Platinum Voucher**

36. All teams who qualify for the major prizes and are present with three team members at the Grand Finale event will be eligible to receive a voucher to the value of \$1,500 (including GST) to be redeemed for the purchase of a share in one breeder nominated Westspeed Platinum yearling sold at the 2022 Magic Millions Perth Yearling sale.
37. The definition of a Westspeed Platinum yearling is defined at [www.westspeed.com.au](http://www.westspeed.com.au) and is published in the Magic Millions sale catalogue.
38. The purchase must be completed within 30 days of the yearling sale and payment will be made by RWWA directly to Magic Millions.
39. If the value of the share purchased is less than \$1,500, then the lesser amount will be paid. For avoidance of doubt there will no further credit provided.
40. The voucher can only be redeemed if a non-owner in the team is part of the signed document.
41. RWWA has no responsibility for any ongoing costs incurred for the share in the yearling purchased.

### **Further Terms & Conditions**

42. Subject to complying with all relevant State legislation, RWWA reserves the right to amend, cancel or suspend this competition if an event beyond the control of RWWA corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. RWWA will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
43. RWWA and its associated agencies and companies 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.
44. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of

RWWA, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, RWWA reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State legislation.

45. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.
46. 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 is a member of a Team that wins a prize, the Team must immediately return the prize to RWWA. RWWA has sole discretion to determine whether an entrant has breached this clause. RWWA reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents RWWA requires upon request.
47. If the prize is unavailable, for whatever reason, RWWA reserves the right to substitute the prize for a prize of equal or greater value, subject to State legislation. It is a condition of accepting the prize that the Team 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 Team is unable to use the prize as stated.
48. RWWA reserves the right to redraw the prize if a Team that wins the prize is unable to satisfy these terms and conditions.

#### **Copyright, Statutory guarantees, Waiver and liability**

49. In consideration for RWWA awarding a prize to the Team, each member of that Team hereby permits the Team's submission, image and/or voice, as recorded, photographed or filmed during the Team's participation in the prize to appear in connection with RWWA or the advertising or marketing thereof, in any media whatsoever throughout the world and no member of the Team will be entitled to any fee for such use.
50. Each entrant hereby assigns to RWWA all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to RWWA in connection with that entrant's entry or participation in any aspect of the prize (**Works**). Each entrant warrants that RWWA is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.
51. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders RWWA's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, RWWA may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
52. RWWA does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the *Competition and Consumer Act* (2010) (Cth) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and RWWA shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. RWWA is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
53. RWWA reserves the right in its sole discretion to disqualify any individual who RWWA has reason to believe has breached any of these conditions, or does not comply with Government Directions (as amended from time to time) or the RWWA Rules of Thoroughbred Racing, or [has](#) engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. RWWA's legal rights to recover damages or other compensation from such an offender are reserved.
54. All entries become the property of RWWA. RWWA collects personal information about each entrant for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in

accordance with these terms and conditions but no further use of this information will be made without prior consent.

55. All entries become the property of RWWA. All opt-in entries will be entered into a database and RWWA may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact RWWA on their details set out below. Any request to update, modify or delete the entrant's details should be directed to RWWA.
56. RWWA will collect an entrant's and contact details in order to include you in this promotion. Entry constitutes an entrant's consent to receive promotional emails from The Races WA. An entrant has the option to decline promotional messages by clicking the unsubscribe link on the received email , or by emailing "unsubscribe" to [owner@rwwa.com.au](mailto:owner@rwwa.com.au)