



WIN A PRIVATE POLO LESSON – THE ENCLOSURE PACIFIC FAIR MAGIC MILLIONS POLO 5 JANUARY 2020 TERMS AND CONDITIONS

Promotion

1. In accordance with the marketing campaign of Magic Millions Sales Pty Ltd (ACN 078 396 317) (**Event Promoter**) to celebrate The Enclosure at the 2020 Magic Millions Polo Event to be held on 5 January 2020 at Doug Jennings Reserve, Main Beach QLD (**Event**), the Event Promoter is offering you the chance to win a private polo lesson for you and three friends (**Promotion**). This Promotion is being run by TLA Worldwide (Aust) Pty Ltd (**TLA**) on behalf of the Event Promoter in its capacity as event manager.
2. These terms and conditions (**Terms**) together with the general terms and conditions relevant to your use of Ticketek (<https://premier.ticketek.com.au/>) govern your participation in this Promotion. You acknowledge and agree that your entry into this Promotion constitutes acceptance of these Terms and creates a legally binding agreement.
3. This Promotion commences at 10.00AM AEST on Monday 2 September, 2019 and ends at 1:00PM AEST on Sunday 5 January 2020 (**Promotion Period**) and will be run at the Doug Jennings Reserve during the Magic Millions Polo (**Event**).

Eligible Entrants

4. Entry is open to persons who meet the following criteria, the entrant must:
 - (a) be a patron at the Event; and
 - (b) be eighteen (18) years of age or older; and
 - (c) must be present at The Enclosure at the time the Winner is drawn; and
 - (d) reside or be able to travel to Queensland (at the entrant's own expense) to redeem the prize.
5. Employees of the Event Promoter and TLA (including their immediate families) are not eligible to enter.
6. All entrants acknowledge that it is their responsibility to ensure that their entry is compliant with these Terms. Any entry in breach of these Terms may be disqualified at the sole discretion of the Event Promoter and TLA.

Rules of Entry

7. To enter the competition, you simply need to purchase a ticket to The Enclosure from Ticketek online, instore or at the ticket sales booth at the Event and you will be automatically entered into the draw to win the prize.
8. For each ticket you purchase, you will receive one (1) entry into the draw.
9. Your entry will be placed by Promotion Staff in a barrel in The Enclosure.
10. Entrants must purchase their ticket by 1:00PM AEST on 5 January 2020 for the chance to win.
11. The Event Promoter and TLA accept no responsibility for entries which are incomplete, illegible, lost or delayed due to technological or other error.

Draw & Announcement of Winner

12. The Winner will be randomly drawn by Nacho Figueras at 1:50PM AEST on 5 January 2020.
13. The Winner will be announced immediately after the draw and the winner must be present at The Enclosure to collect their prize. If the Winner is not present and fails to report to Promotion Staff within 5 minutes of the announcement, the Winner will forfeit their prize and a redraw will occur on expiry of the 5 minute period. If the Winner of the redraw is not present and fails to report to Promotion Staff within 5 minutes of the announcement, the Winner of the redraw will forfeit their prize and a redraw will occur on expiry of the 5 minute period. This process will be repeated until a winner claims the prize.
14. The Event Promoter and TLA reserve the right, at any time, to verify the validity of entries and personal details concerning the entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms. In the event that a winner has breached these Terms, a redraw will occur.

Prize

15. The prize is entry for the Winner and three (3) guests (who must be 18 years or over) to attend a Private Polo lesson at the acclaimed Queensland Polo Association at their facility in Beaudesert QLD. The prize includes the cost of a private polo lesson with one of Australia's best Polo players, the use of horses and all equipment.
16. The Winner will be provided with a range of dates for the lesson by TLA from which the Winner must make a selection of the most suitable date. While all reasonable efforts will be made to accommodate a suitable date for the Winner, it accepts no responsibility to provide the prize where the Winner does not select any proposed date. The lesson must occur between 1 April - 30 September 2020.
17. Travel, accommodation, meal, beverage and other expenses incidental to the Winner redeeming the prize are not included and are the sole responsibility of the Winner and their guests.
18. The prize is not exchangeable, transferable and non-cash prizes are not redeemable for cash. Tickets cannot be used for commercial or promotional purposes.
19. The winner is responsible for any tax liability that may arise from the prize, and the Event Promoter and TLA recommend that the winner seeks independent tax advice.

Image and Personal Information

20. The Winner consents to their name, likeness and image (**Image**), being used by the Event Promoter and TLA (at their absolute discretion) for the purposes of this Promotion (including use on social media channels and digital platforms) and for other future promotional, marketing and publicity purposes (including commercial purposes) in any form of media at any time in Australia, and hereby waives and releases any right to examine or approve any use of Image by the Event Promoter and TLA and any right to compensation.
21. The Event Promoter and TLA collect and use the personal information of entrants for the purpose of conducting this Promotion and may, for this purpose, disclose or transmit such information to third parties rendering services in relation to the Promotion and for the purposes of marketing activities in accordance with the Event Promoter's privacy policy (<https://www.magicmillions.com.au/privacy-policy/>). The Event Promoter and TLA deal with your personal information in accordance with the Privacy Act and National Privacy Principles.

Liability

22. The Event Promoter and TLA will in no circumstances be liable:
 - (a) to perform any obligation under these Terms where unable to do so as a result of circumstances beyond their reasonable control including but not limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots or any other circumstances amounting to force majeure;

- (b) for any damage, loss, liability, injury or disappointment incurred or suffered by an entrant, winner, or winner's guest as a result of entering or participating in the Promotion or accepting the prize. This exclusion does not exclude liability for death or personal injury caused solely by the negligence of the Event Promoter or TLA; or
 - (c) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising out of an entrant, winner, or winner's guest participating in the Promotion or accepting the prize.
23. All entrants enter the Promotion at their own risk and agree to indemnify the Event Promoter and TLA against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors' fees) and any claim arising from the entrant, winner or winner's guest participating in the Promotion, or accepting the prize and/or their breach of these Terms.

General

24. The Event Promoter and TLA reserve the right to modify, vary or cancel the Promotion and/or these Terms at any time, and will not in any way be liable to any party for such modification, variation or cancellation.
25. These Terms shall be governed by and construed in accordance with laws of the State of Queensland and subject to the jurisdiction of the courts of the State of Queensland.

Conditions of Polo Lesson

26. The Winner and their guests acknowledge and agree that:
- a. redeeming the prize involves a physical activity where the Winner and their guests will ride horses and use polo equipment, and that they undertake this risk voluntarily;
 - b. in order to participate in the Private Polo Lesson, they must sign the waiver presented to them by TLA, Polo Instructor and/or Queensland Polo Association prior to the lesson; and
 - c. the Private Polo Lesson is subject to the terms and conditions of the Queensland Polo Association and Polo Instructor.