

**2017 MYER FASHIONS ON THE FIELD
STATE COMPETITION – QUEENSLAND WOMENS RACEWEAR CATEGORY
TERMS AND CONDITIONS**

1. The promotion is called “2017 Myer Fashions on the Field Queensland State Competition” (**Promotion**).
2. Information on how to enter and on prizes form a part of the terms and conditions of entry. Entry into the Promotion is deemed to be acceptance of these terms and conditions. Separate terms and conditions apply for contestants who win through to the 2017 Myer Fashions on the Field National Final held at Flemington Racecourse in Melbourne (**National Final**).
3. The Promoters are Victoria Racing Club Limited ACN 119 214 078, 448 Epsom Rd, Flemington, Vic, 3031 and Myer Pty Ltd ACN 004 143 239, Level 4, 800 Collins Street Docklands, Vic, 3008 and Magic Millions, ACN 07839617, 28 Ascot Court, Bundall, QLD 4217 (collectively the **Promoters**).
4. This is a game of skill. Chance plays no part in determining the winner(s).

ELIGIBILITY TO ENTER AND ELIGIBILITY CRITERIA

5. Entry and registration for the Promotion is open to residents of Australia. Employees, directors, officers, management, contractors and other representatives of the Promoters, host race clubs and organisations involved in, or sponsoring or conducting the Promotion or any other Myer Fashions on the Field event (and any individuals so involved, including judges), as at the date of entry are ineligible to enter, as are immediate families and households of any such persons.
6. Contestants entering this Promotion are ineligible to progress to the National Final if they enter the 2017 Myer Fashions on the Field Millinery Award and / or Design Award competitions conducted during the 2017 Melbourne Cup Carnival, as a milliner or a designer. If a contestant is participating in the Millinery Award and/or Design Award as a model for a milliner or designer contestant, no item of clothing, headwear or accessory worn in the Millinery Award and/or Design Award may be worn in this Promotion (and vice versa). Contestants may (at the absolute discretion of the Promoters) be disqualified from the Promotion and any future Myer Fashions on the Field competition if any such items are found to be used in both the Promotion and the Millinery and/or Design Award.
7. Registration for the Promotion commences at **10am (AEST – Queensland)** on Friday 9 December 2016 and concludes at **12pm (AEST – Queensland)** on Saturday 14 January 2017 (**Entry Period**) by completing electronic forms at the registration desk at the location or online at www.magicmillions.com.au (manual entry forms could be used should the electronic forms not be available). Contestants will be judged in accordance with these terms and conditions during the period of **12pm**, and **2.30pm** on Saturday 14 January 2017 (**Judging Period**). Together the Entry Period and the Judging Period form the **Promotional Period**.
8. Contestants must during the Promotional Period attend the 2017 Jeep Magic Millions Raceday at the Gold Coast Turf Club in their best outfit and participate in the Promotion, and be available to attend the Melbourne Cup Carnival between Saturday 4 November 2017 and Saturday 11 November 2017, and on Oaks Day Thursday 9 November 2017 to participate in the 2017 National Myer Fashions on the Field Competition.
9. Contestants must be 18 years of age or over on the day of the judging of the Promotion. Proof of age needs to be provided at the time of registration.
10. Neither contestants nor their outfits are permitted to commercially promote a brand, store, or designer.
11. Contestants may not enter the Promotion on behalf of a third party, nor receive any payment or benefit from a third party for entering (or otherwise in connection with) the Promotion.
12. Winners of any Myer Fashions on the Field State Competition (each a **State Winner**) in 2016 are ineligible to enter the Promotion in 2017.
13. The Winner of the Myer Fashions on the Field National Competition (**National Winner**) in 2016 is ineligible to enter the Promotion in 2017.
14. The Winner of the current Promotion will not be not permitted to enter any Myer Fashions on the Field Women’s Racewear competition in any state in 2018.
15. The Promotion will be run in stages (known as heats) during the Judging Period. Contestants who fail to appear for their heat in the Promotion at the correct time will be disqualified from the Promotion, and their entry deemed invalid.
16. Once a contestant has participated in a heat, the contestant is not permitted to make alterations or additions to any of the garments worn during that heat. Breach of this condition may result in the contestant being disqualified from the Promotion.
17. The Promotion will be conducted during the Promotion Period by contestants following the entry procedure noted above. All valid entries received will be accepted into the Promotion.
18. Entry may be refused if a contestant does not meet one or more of the Judging Criteria (identified below) or the eligibility criteria (identified in this section) or breaches these terms and conditions. Contestants are required to take full responsibility for their entry and for ensuring that their entry complies with these terms and conditions. Incomplete or illegible entries will be deemed invalid.
19. If an entry is invalid or if a contestant is unable or refuses to take part in any element of this Promotion, the Promoters reserve the right to discard that contestant’s entry and proceed as if that contestant had not entered the Promotion.
20. If for any reason, the Promoters become aware after a contestant has won a Prize and that the contestant has not complied with these terms and conditions or that their entry is otherwise invalid for any reason, that contestant will have no entitlement to the Prize, even if the Promoters have announced them as a winner and that contestant will be required, at the direction of the Promoters, to return, refund or otherwise make restitution of the Prize.

JUDGING & JUDGING CRITERIA

21. The judging criteria for the Promotion are as follows:
 - a) Style and originality;
 - b) Appropriateness of the outfit for the 2017 Melbourne Cup Carnival and the individual;
 - c) Attention to detail with accessories;
 - d) Understanding and interpretation of the current fashion trends;
 - e) Grooming and deportment; and
 - f) Suitability of the outfit for the climate (**Judging Criteria**).
22. The Promoters will select the judging panel and each valid entry will be judged based on the Judging Criteria (as interpreted by the judges in their absolute discretion). The judges’ decision is final and binding on every contestant and no correspondence will be entered into.
23. Ten finalists will be selected based on the Judging Criteria, and will be notified on the day of the Promotion by announcement on stage at the conclusion of the Promotion (**Finalists**). A State Winner, a Second Place and a Third Place will then be selected from the Finalists.

PRIZES

24. Prizes will be awarded to the State Winner, First Runner Up, Second Runner Up and remaining Finalists as follows
STATE WINNER: The best dressed contestant entry, as determined by the judges in accordance with the Judging Criteria, will win:
 - a) a ten (10) day trip of a lifetime for two (2) to the Melbourne Cup Carnival 2017 in Victoria to compete in the Myer Fashions on the Field National Final representing the state of Queensland, valued at approximately \$10,000 provided by the Victorian Racing Club Limited:
 - I. Return economy flights to Melbourne from your nearest capital city
 - II. 10 nights’ accommodation staying at Sofitel Melbourne on Collins during Melbourne Cup Carnival 2017
 - III. VIP ticketing including hospitality into Myer Fashions on the Field enclosure for AAMI Victoria Derby Day, Emirates Melbourne Cup Day and Crown Oaks Day
 - IV. Tickets to VRC Oaks Club Lunch
 - V. All transfers to and from any VRC events that VRC requires the State Winner to attend
 - VI. The chance to be a part of the Emirates Melbourne Cup Parade
 - b) Myer Shopping Spree to the value of \$2,000 (given as a Myer Gift Card)
 - c) Moet & Chandon Imperial Jero valued at \$482
 - d) 5 nights’ accommodation for up to 8 people at Sublime Broadbeach, a luxury four-bedroom villa in the heart of the Gold Coast, courtesy of Elite Holiday Homes valued at \$5,100
 - e) Antler Luggage Pack valued at \$700
- SECOND PLACE: The second best dressed contestant entry, as determined by the judges in accordance with the Judging Criteria, will win:
 - a) Myer Shopping Spree valued at \$1000 (given as a Myer Gift Card)
 - b) Antler Luggage Pack valued at \$500
 - c) Moet & Chandon Imperial Magnum 1.5L valued at \$138

THIRD PLACE: The third best dressed contestant entry, as determined by the judges, in accordance with the Judging Criteria will win:

- a) Myer Shopping Spree valued at \$300 (given as a Myer Gift Card)
- b) Antler Luggage Pack valued at \$300
- c) Moët & Chandon Imperial Magnum 1.5L valued at \$138

FINALISTS: The contestants placing fourth (4th) to tenth (10th) inclusively, as determined by the judges, in accordance with the Judging Criteria will win:

- a) Myer Shopping Spree valued at \$100 (given as a Myer Gift Card)

- 25. Total Prize value is to be confirmed once the prize pool is finalised. GST does not apply to the issuing of Gift Cards
- 26. Contestants must, at the Promoters' reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoters and their related bodies corporate using their name and image in promotional material. Without limitation, contestants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such publication, broadcast, film or other recording at any time. The contestant also consents to the Promoters submitting for use such broadcast, film, photograph or other recording to the Promoters' contractors, the Promoters' sub-contractors and the Promoters' agents.
- 27. The State Winner must be available for a minimum of six (6) additional promotional appearances if reasonably required by the Promoters during 2017/2018. The VRC will arrange reasonable and appropriate transportation to any such promotional appearances. The State Winner agrees that when competing in the 2017 National Final, they will comply with the terms and conditions of the National Final.
- 28. Unused portions of Prizes will be forfeited and no compensation will be paid in lieu of that element of the Prize. The Prize must be taken as offered and cannot be varied unless authorised by the Promoters. The Prize value includes GST and is in Australian dollars and is correct at the time of printing. The Promoters accept no responsibility for any variation in Prize value.
- 29. Where Prizes are lost, stolen, damaged or tampered with, for reasons beyond the control of the Promoters, the Promoters are not liable.
- 30. Except to the extent required by any law, including the Australian Consumer Law, the Promoters and their associated companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize or the failure of any Prize to be of acceptable quality.
- 31. These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the *Competition and Consumer Act 2010* (Cth)) where to do so would contravene that statute or cause any part of these terms and conditions to be void.
- 32. If the Prize includes Myer Gift Cards, Gift Cards are treated like cash. Lost or stolen Gift Cards will not be replaced or refunded. Gift Cards cannot be used for the payment of credit or store accounts. Gift Cards are not redeemable for cash and cannot be exchanged. Gift Cards expire two years from the issue date. Any unused amount after the expiry date of the Gift Card will not be refunded or credited. Gift Cards are not reloadable. For full terms of use and full details concerning applicable exclusions, visit www.myer.com.au or call 1300 398 226. Gift Cards are to be used for the purchase of goods and services at Myer stores in Australia.
- 33. If a Prize includes tickets, including tickets to an event, the tickets are only valid for the date or period specified on the tickets or by the provider, and are subject to any terms and conditions imposed by the provider, including the VRC's terms and conditions of entry located at www.flemington.com.au. Once awarded, the Promoters are not liable for any ticket that has been lost, stolen, forged, damaged or tampered with in any way.
- 34. If a Prize includes travel, the prize must be booked and completed as specified by the Promoters or by the supplier of the Prize. If the Prize is event based, any travel provided as part of the Prize must be taken on the dates specified by the Promoters to coincide with the event. The Prize is subject to booking and availability, and is subject to any terms and conditions imposed by the relevant providers. All costs associated with a travel Prize which are not expressly stated in the Schedule to be included, including additional spending money, passport and visa costs, transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance (if not included in the Prize) and documents to travel to the relevant place(s) (including passports and visas, if required). Any alterations or extensions to confirmed Prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner. The Promoters are not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the Prize. It is the contestant's responsibility to check and prepare for travel warnings and any perceived hazards with appropriate authorities, including www.dfat.gov.au. The Promoters are not responsible for any illness, injury or property damage that affects the winner while undertaking the travel Prize.
- 35. If the Prize involves a winner attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoters' discretion, the relevant winner (and their companion(s), if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize. If the event is varied or postponed, the Promoter, where reasonable, will try to vary arrangements to allow the winner (and their companion(s)) to attend the varied or postponed event (unless doing so would involve additional costs to the Promoter). Participation in any event is subject to the terms and conditions of that event and any acceptance thereof if required by the Promoter/s.
- 36. If the Prize involves accommodation at the Surfers Paradise Marriott Resort and Spa, the certificate is based upon availability and excludes the Gold Coast 600, Magic Millions Racing Carnival, School Holiday and Christmas periods. All incidental items such as food and beverage, mini bar, telephone and laundry will be at the prize winner's expense and should be settled on departure. Please note that Marriott rooms accommodate two (2) adults and two (2) children (under 14 years of age).
- 37. Prizes must be claimed in accordance with any claim instructions provided by the Promoter.
- 38. If a Prize is not accepted by, or failing all reasonable efforts by the Promoters, is not delivered to the Prize winner, the relevant winner's entry will be deemed invalid.
- 39. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
- 40. Prizes are subject to change at the discretion of the Promoters subject to State and Territory regulations.

PERSONAL DETAILS AND CONSENTS

- 41. The Promoters may collect personal information (PI) provided by contestants when entering or participating in the Promotion (including without limitation the contestant's name, address, phone number, age, other information provided in registration forms, photography, footage or other recordings of contestants, information obtained from any Promotion partners, or information provided by contestants when submitting any questions or queries regarding the Promotion) or by entrants doing anything in connection with this Promotion.
- 42. The PI will be used for the purposes of facilitating the competition(s), unless otherwise specified at the time of collection. Your PI may be disclosed to the Promoters, their partners and may be used for direct marketing, quality and improvement initiatives, and advising you of privileges and offers from our partners and sponsors.
- 43. If the PI requested is not provided, the contestant may be excluded from the Promotion.
- 44. Each Promoter will use any PI collected in accordance with its privacy policy. Myer's privacy policy is available at www.myer.com.au. VRC's privacy policy is available at www.flemington.com.au and Magic Millions' privacy policy at www.magicmillions.com.au. If you wish to access your personal information or make a privacy complaint, you may contact the Promoter's Privacy Officer separately as provided in each Promoter's privacy policy.
- 45. By entering the Promotion, each contestant: a) consents to their image, name, character, likeness, voice or anything else that identifies them (Identifiers) being broadcast, filmed, photographed or otherwise recorded (without compensation, reward, or any other rights) while participating in the Promotion, or in taking or using any prize; b) consents to the use of their Identifiers in any marketing or promotional materials developed by or on behalf of any of the Promoters (Materials) or any matter incidental to the Promotion (including use by the Promoters contractors, agents and their respective sub-contractors); c) acknowledges and agrees that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoters and that the Promoters will have the exclusive right to use, reproduce, publish (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), edit, alter or otherwise change the Materials for the purposes above, without compensation; d) releases each Promoter from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and e) waives, in favour of each Promoter, any rights in the nature of moral rights as defined in the Copyright Act 1968 (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by any Promoter which may infringe such moral rights.

GENERAL

46. All entries become the property of the Promoters when submitted.
47. Registrations will be deemed to be accepted at the time the entry is received in the registration database and not at the time of transmission or submission. No responsibility will be taken for incomplete, late or lost entries. The Promoters are not responsible for any problems or technical malfunctions of any telephone network, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof.
48. If, for any reason, the Promotion or any of the Prizes are not capable of being run or offered as planned, the Promoters reserve the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Promotion. If the Promotion is not capable of being run, the Promoter will not be liable for any loss or damage of any kind to contestants arising out of any resultant action taken by the Promoters.
49. Unless required by any law, including the Australian Consumer Law, the Promoters, their related bodies corporate and their respective officers and employees, their agents, their contractors, their associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Promotion (including entry, collation of contestant details, prize draw and determination of the winner(s)), promotion of this Promotion, use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
50. If requested by the Promoters, any contestant or winner (and their companion(s), if applicable) (or if an contestant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoters) in favour of all parties involved in this competition and/or providing the Prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the Prize or the Prize itself. If any contestant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the Promoters, within the time requested by the Promoters, the relevant contestant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the Prize will be deemed unclaimed.
51. If other entities are conducting the Promotion in conjunction with the Promoters, the Promoters are not liable for any error made by the other entity when communicating details of the Promotion, the entry process, the prize, determination of the winner and promoting the Promotion.
52. The Promoters may at their absolute discretion prohibit a contestant's participation in this Promotion, cancel or suspend a Prize or cease to provide any Prize to a winner if the contestant or winner or any companion(s) are, in the reasonable opinion of the Promoters, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promotion, the Promoters or its products and brands, other contestants, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.
53. The Promoters' decisions in connection with the Promotion are final and no correspondence will be entered into.

**2017 JEEP MAGIC MILLIONS
MYER FASHIONS ON THE FIELD
MEN'S RACEWEAR CATEGORY
TERMS AND CONDITIONS**

All entries may be entered into a database and the promoter may use contestants names and addresses for future promotional, marketing and publicity purposes, unless notified by entrants placing an 'x' in the box provided

1. Rules on how to enter form part of the terms and conditions of entry.
2. Entry may be refused if a contestant does not meet one or more of the Contestant Criteria, which will be available on the event day, or by visiting <http://www.magicmillions.com.au/fashions-on-the-field-2/>
3. Contestants must be 18 years of age or more on the day of the competition that they are entering. Proof of age needs to be provided at the time of registration if requested.
4. Employees, directors and other representatives of the Promoter, host race club and organisations involved in sponsoring or conducting any Fashions on the Field event (and any individuals so involved, including judges) are ineligible, as are members of their immediate families and households.
5. Once a contestant has entered the Heats of the Myer Fashions on the Field Men's Racewear competition, the contestant is not permitted to make any alterations or add or remove any of the garments for later rounds of the same competition, otherwise they will be disqualified from the competition.
7. Contestants who fail to appear for their competition at the correct time will be disqualified from the competition
8. Neither contestants nor their outfits are permitted to commercially promote a brand, store, or designer.
9. Contestants may not enter the competition on behalf of a third party.
10. Contestants must not receive any payment or benefit from a third party for entering (or otherwise in connection with) the competition.
11. The Promoter will select the judging panel and the judges' decision is final. In the event of a draw, the Promoter's Adjudicator will determine the winner.
12. Winners will be notified on the day of their event.
13. All prizes must remain the property of the winner once awarded. No interest in a prize may be granted to a third party.
14. Conditions apply to Myer Gift Cards and can be found at www.giftcards.com.au/termsfuse. Myer Gift Cards cannot be used to make credit payments.
15. All accommodation prizes must be taken exactly as specified, and by 24 December 2017, unless the Promoter or prize provider advises otherwise. Conditions of accommodation apply and these prizes are subject to availability.
16. Prizes are non-transferable, non-exchangeable and not redeemable for cash.
17. Prizes are subject to change at the discretion of the Promoter.
18. Contestants who win the major prizes must be available for a minimum of four promotional appearances, if required by the Promoter, during 2017/2018.
19. Should a winner prove to be ineligible for a competition, be unable to fulfil the Contestant Criteria in any way, breach these terms or interfere with the fair running of the competition (or attempt to do so), then some or all of their prizes may be passed on to the contestant with the next highest score in the Final. If that contestant similarly fails to qualify for a prize, then the prize will be transferred to the contestant with the next highest score in the Final and so on.
20. Finalists from the 2017 Myer Fashions on the Field – Men's Racewear competition are not permitted to enter the 2018 competition in the same outfit.
21. The 2017 overall winner of the Myer Fashions on the Field Men's Racewear competition is not permitted to enter this competition in 2018.
22. The Promoter collects personal information via competition registration forms, and otherwise on request from contestants, in order to conduct the competition and provide prizes (and may provide such information to third parties for these purposes). If the information requested is not provided, the contestant may not participate in the competition. Contestants may access the information that the Promoter holds about them by contacting the Promoter. All entries may be entered into a database and the Promoter and Myer may use a contestant's name and contact details to send the contestant offers, marketing materials and other information, including electronic messages, unless notified to the contrary by the contestant.
23. Contestants agree that their image and name may be used by the Promoter, host race club and sponsors for future promotional and publicity purposes without any compensation or reward.
24. All entries become the property of the Promoter when submitted.
25. The Promoter is Magic Millions, ACN 07839617, 28 Ascot Court, Bundall, QLD 4217.