

## **Newcastle Harness Racing Club (ABN 46 380 178 569) (“NHRC”)**

### **Newcastle Mile Sweepstakes (“The Sweep”)**

#### **GENERAL TERMS**

1. The promoter of The Sweep is the NHRC of 294 Turton Road New Lambton NSW 2305.
2. Entry tickets will be sold by volunteers from the John Hunter Children’s Hospital Kids Club (United Hospital Auxiliaries of New South Wales Inc) with an Charitable Authority to Fundraise (no. 11058). All proceeds will go to said charity
3. The Sweep is a game of chance and not skill and will be conducted randomly by a barrel draw.
4. Rules on how to enter The Sweep form part of these General Terms of entry. By entering The Sweep or accepting a prize, entrants agree to be bound by these General Terms.
5. Entry to The Sweep will be refused or disqualified on or after the date of The Sweep if an entrant does not comply with these General Terms. The NHRC reserves the right to verify the validity of entries and disqualify any entrant for tampering, or attempting to tamper with the entry process.
6. Board members, management, and staff of the NHRC and Harness Racing NSW and their immediate families are not eligible to enter The Sweep.
7. Persons licenced with Harness Racing NSW are not eligible to enter The Sweep.
8. The NHRC’s decision in relation to any aspect of The Sweep is final and binding. No correspondence will be entered into.
9. To be eligible for The Sweep an entrant must be on course at Newcastle Harness Racing Club on Friday, 17<sup>th</sup> February 2023 and must fully complete and submit (in the barrel provided), an entry form in the prescribed format. Entrants must be 18 years of age or more on the day of The Sweep.
10. The Sweep entry period commences when the NHRC gates open on Friday, 17<sup>th</sup> February 2023 and closes at 7.30pm (AEST) on that day. The Sweep will be conducted by representatives of NHRC and scrutinised by an independent scrutineer provided by Harness Racing NSW.
11. At the end of The Sweep entry period the NHRC will combine all valid entries, and will randomly select from the entry barrel the number of ‘entrants’ that correspond to the number of horses starting in The Newcastle Mile race (each a first draw entrant) until all starting horse numbers have been allocated.
12. The NHRC will attempt to notify each first draw entrant who has been allocated a horse in the Newcastle Mile Race by way of the mobile phone number that they submitted in the entry at approx. 8.00pm (AEST) on 17<sup>th</sup> February 2023.

13. Each first draw entrant will be confirmed with the allocation of the relevant horse to that entrant on the NHRC notice board located at the canteen area in the general concourse of NHRC.
14. Each eligible entrant will be required to provide valid and current identification in order to confirm allocation of their horse number or at the time of claiming of their prize.
15. If the allocated horse of an eligible entrant places first in the official placings the Newcastle Mile Race, as determined after correct weight has been declared, that eligible entrant will be the first place winner of The Sweep and will receive a cash prize in accordance with these General Terms. Prizes will also be awarded to those eligible entrants that were allocated the second and third place..
16. The intended prize money in AUD for the winners of The Sweep is:
  - 1st place=\$1,000
  - 2nd place=\$600
  - 3rd place=\$400
17. The maximum retail value of all prizes in The Sweep is two thousand dollars (\$2,000).
18. In the case of a dead heat for any placed horses in accordance with the official placings the relevant eligible entrants allocated the relevant horses will share equally the prize and prize money will be payable as per these terms.
19. In the case of a scratched horse, the relevant entrant will not be entitled to any redraw.
20. The results of The Sweep will be published on the NHRC Website ([www.newcastleharness.com.au](http://www.newcastleharness.com.au)) on Monday 20 February, 2023.
21. The Prizes will be paid to the Winners in accordance with Clause 15 by direct deposit to the Winners nominated bank accounts within 7 days of the date the Winner is identified. The Prize will be paid using the BSB and account number nominated by the Winner, and the NHRC will not be liable for any loss suffered as a result of any error in that deposit.
22. If a winning entrant does not comply with these General Terms and is disqualified, the NHRC will be entitled to retain the intended prize for its own purposes.
23. All entries become the property of the NHRC. Entries not completed in accordance with the conditions of entry or received after the closing time will not be considered. Indecipherable or incomplete entries will be disregarded. No responsibility is taken for late or misdirected entries.
24. An entrant must not enter The Sweep on behalf of any other person or accept payment or other compensation from any person to enter The Sweep.
25. Entrants' personal information provided in connection with The Sweep will be handled by the NHRC in accordance with the NHRC's Privacy Policy. The NHRC may enter all personal information and other related documentation into a database. The personal information collected is collected for the purposes of conducting The

Sweep and for future NHRC publicity, marketing and promotional purposes. An entrant's personal information will only be used or disclosed by the NHRC for these purposes. Entrants agree they may be filmed, photographed and/or interviewed and that their names and images may be used by the NHRC, its sponsors and other third parties for future promotional, marketing and publicity purposes unless the winner otherwise notifies the NHRC at the time of accepting the prize.

26. If for any reason the Newcastle Mile is not capable of running as planned, the NHRC will not be liable for any failure to perform or delay in performing its obligations and reserves the right (subject to any written directions given under applicable law) to cancel, terminate, modify or suspend The Sweep.
27. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the NHRC and which prevents the NHRC from complying with these General Terms, the NHRC will not be liable for any failure to perform or delay in performing its obligations and the NHRC reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
28. The NHRC's decision in relation to any aspect of The Sweep is final and binding. No correspondence will be entered into.
29. These General Terms are governed by the laws of New South Wales and entrants agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales.
30. The Sweep is not required to carry a Permit number as advised by Licensing and Funds, NSW Government Customer Service (28/1/2021)