

## **2021 WA FASHIONS ON THE FIELD - TERMS AND CONDITIONS**

### **ENTRY CONDITIONS**

1. The 2021 WA Fashions on the Field is eligible to those who have won a fashions on the field competition at a WA thoroughbred race club between 27 October 2020 and 25 October 2021.
2. Details on which WA thoroughbred race club are hosting fashions on the field events can be found at <https://www.wafashionsonthefield.com.au/calendar/>
3. By participating in these fashions on the field events and/or the Final, contestants agree to observe and be bound by these Terms and Conditions.
4. The Final will be conducted at approximately midday at the WA Fashions on the Field Marquee in November 2021 (usually Winterbottom Stakes Day) at Ascot Racecourse. Please note details of the Final including date, location and time are subject to change.
5. The fashions on the field events at the WA thoroughbred race clubs and Final are for Women's Race Wear Categories only.

### **HOW TO ENTER**

6. In order to enter WA Fashions on the Field, Contestants must compete and win at one of the fashions on the field events held at a WA thoroughbred race club between 27 October 2020 and 25 October 2021.
7. To enter one of the fashions on the field events at a WA thoroughbred race club's you must register according to each individual race club's registration requirements. It is recommended that Contestant's contact the race club directly for information regarding their fashions on the field entry requirements.
8. Contestants can only enter the WA Fashions on the Field competition with one outfit. Should a Contestant win more than one fashions on the field events held at a WA thoroughbred race club, they must select one winning outfit to enter.
9. No responsibility will be taken for incomplete, late or lost entries or if the Contestant is late to register.

### **ELIGIBILITY**

1. To be eligible to participate in the WA Fashions on the Field competition, Contestants must acknowledge and agree to the following contestant criteria (Contestant Criteria):
  - a. Contestants must be 18 years of age or older;
  - b. Contestants are not permitted to compete in outfits that have been gifted to them by a commercial brand, store or designer;
  - c. Contestants must not receive a commercial benefit from appearing in the competition;
  - d. Contestants must not alter or add to their outfit in any way from when they win their fashions on the field event to the time of the Final; and
  - e. Contestants must not work for an organisation or individual (including milliners or designers) that commercially produces fashion clothing, hats or similar for profit.
2. The Nominator, must submit a minimum of one (1) photo of the Eligible Contestant in the outfit in which they won via the WA Fashions on the Field Facebook page, prior to Monday 25 October 2021; including the following details:
  - a. Photo must be high resolution (300dpi);
  - b. Outline the Fashions on the Field competition won;
3. It is recommended that the nominator supply as many photos of the winning outfit as possible to give them the best chance of displaying their winning outfit to the judging panel.
4. Contestants entering the WA Fashions on the Field competition must meet the following criteria:

- a. Contestants must have won a fashion on the field competition (Women's Race Wear Category only – this does not include Accessory, Milliner or Hat Categories) held at a WA thoroughbred race club between 27 October 2020 and 25 October 2021;
  - b. Contestants must be 18 years of age or older;
  - c. Contestants are not permitted to compete in outfits that have been gifted to them by a commercial brand, store or designer;
  - d. Contestants must not receive a commercial benefit from appearing in the competition;
  - e. Contestants must not alter or add to their outfit in any way from when they win their fashion on the field event to the time of the Final; and
  - f. Contestants must not work for an organisation or individual (including milliners or designers) that commercially produces fashion clothing, hats or similar for profit.
5. Judging of the Contestants by the Racing and Wagering WA judging panel will take place from Tuesday 26 October 2021.
  6. Public voting will run from Tuesday 26 October 2021 to 11.59pm AWST Tuesday 2 November 2021.
  7. A link to vote for the will be posted on the WA Fashions on the Field website and social media pages on Tuesday 26 October 2021.
  8. The ten (10) Contestants with the most amount of votes from the Racing and Wagering WA judging panel and the two (2) Contestants with the most amount of votes from the public (not included in the 10 selected by the Racing and Wagering WA judging panel) will win a trip to Perth and will be invited to compete in the WA Fashions on the Field Final at Ascot Racecourse in November 2021.
  9. The Promoter reserves the right to verify the validity of any entries and reserves the right to disqualify any entrant who supplies invalid information that is not in accordance with these Terms and Conditions.
  10. Employees of the Promoter and its agencies, suppliers, contractors, race clubs, sponsors, judges or any organisation and/or individual involved in the running of the 2021 WA Fashions on the Field are not eligible to enter the fashion on the field events held at a WA thoroughbred race club and/or Final.
  11. Immediate family members of those who are in any way involved in the running of the 2021 WA Fashions on the Field Final are not eligible to enter.
  12. For the purpose of this competition, immediate families is defined as Mother, Father, sister, brother, spouse (including de facto) and offspring.
  13. The Promoter takes no responsibility for any cancellations, delays, postponements or any other changes to the transport arrangements (including heavy traffic and delayed flights or trains) and the Contestants who fail to register in time at a fashion on the field event, or fail to appear for their competition judging at the correct time will be disqualified from the competition and their entry deemed invalid.
  14. Contestants must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the Promoter, any competition associated with the 2021 WA Fashions on the Field competition or other contestants at any time. If a Contestant is seen to be doing so they will be immediately disqualified from the competition and all other competitions run or promoted by the Promoter.
  15. The Promoter accepts no responsibility for any accident, loss, injury or damage to any individual or property arising out of or in connection with the competition or the competition prize, either during or after the competition.
  16. The Promoter's decision is final and no correspondence will be entered into.

## **JUDGING**

17. The Final will be judged on the following criteria:
  - a. Appropriateness of outfits for Fashions on the Field (e.g. appropriate length skirt, no excessive exposure of skin);
  - b. Style and originality;
  - c. Attention to detail (e.g. millinery, clutch, jewellery);
  - d. Understanding and interpretation of the current fashion trends; and
  - e. Grooming and deportment.
18. The individual WA thoroughbred race clubs are responsible for providing their own judges to determine a fashions on the field winner.
19. All female winners of a WA thoroughbred race club's fashions on the field competition held between 27 October 2020 and 25 October 2021 are eligible to enter the WA Fashions on the Field competition.
20. The Final held at Ascot Racecourse on November 2021 will comprise of a Top 12, ten will be selected by a Racing and Wagering WA judging panel and the other two will be determined by a public vote.
21. The Judging Panel's decision is final and no correspondence will be entered into.

## **FASHIONS ON THE FIELD EVENTS**

22. The fashions on the field events will be run in accordance to each individual race clubs requirements and procedures. For information regarding the running of a fashions on the field event, it is recommended that the Contestant contacts the race club directly.
23. Any female winner of a Fashions on the Field competition held at a Western Australia thoroughbred race club is able to nominate themselves for the 2021 WA Fashions on the Field Final.
24. In the instance that the race club has two women's race wear categories, the promoter will have the right to decide which category will qualify.
25. A Contestant who wins a WA thoroughbred race club's fashions on the field event, and is selected for the Final, must not make any further alterations or additions to their outfit, otherwise they will be disqualified from the competition.
26. The Top 12 will win a trip to Perth for the Final, where they will be required to be available from Thursday 26 November 2021 until Sunday 29 November 2021 for the Final (these dates are yet to be confirmed closer to the WA Fashions on the Field Final event date).
27. The Top 12 will be required to attend Ascot Racecourse in November 2021, to compete in the Final at approximately midday AWST. Failure to attend Ascot Racecourse on this day, will result in disqualification.

## **FINAL PROCESS**

28. The Top 12 will compete in the 2021 WA Fashions on the Field Final in 2021 at approximately midday AWST.
29. The Promoter will advise the Finalists of competition judging times and Finalists who fail to appear at the correct time will be disqualified from the Final and their entry deemed invalid.
30. The judges will then determine the winner of the 2021 WA Fashions on the Field Final Women's Race Wear (State Winner) together with a First Runner Up and a Second Runner Up, in accordance with the Judging Criteria.

## **WINNERS AND COMPETITION PRIZES**

31. Each of Finalists will win a trip to Perth for the Final, including the following:
  - a. Three (3) nights' accommodation at a Perth Hotel, checking in Thursday 26 November 2021 until Sunday 29 November 2021 (these dates are yet to be

confirmed closer to the WA Fashions on the Field Final event date). Dates may be subject to change at the Promoters discretion.

- b. Finalists that are located further than three (3) hours traveling time via car will be provided with Economy Domestic Return Airfares from the closest airport to Perth. If a Finalist lives outside of Western Australia they are required to provide their own way of transport to the Final.
  - c. Invitation to attend the Final event.
  - d. A full schedule will be provided to the Finalists for the trip to Perth from which they are required to attend all publicity events and activities as outlined in the schedule.
31. The Winner of the Final will receive the following prizes:
- a. A trip to Broome, including tickets to Broome Cup
  - b. \$10,000 spending money
  - c. \$5,000 Linneys jewellery voucher
32. The First Runner Up for the Final will receive the following prizes:
- a. \$3,000 Linneys jewellery voucher
33. The second runner up prize for the Final will receive the following prizes:
- a. \$2,000 Linneys jewellery voucher
34. Prizes are non-transferable, non-exchangeable and not redeemable for cash and are subject to change at the discretion of the Promoter for other prizes of equal or greater value. If a prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value, subject to any written directions from the lottery authorities.
35. The prize values is correct at the time of printing. The Promoter is neither responsible nor liable for any change in the value of prize occurring between the printing date and date the prize is claimed. All prize values are in Australian dollars.
36. All prizes remain the property of the winner once awarded. No interest in a prize may be granted or transferred to a third party by a winner.
37. If for any reason, the Promoter becomes aware after a Contestant has won a prize that the Contestant has not complied with the Terms or that their entry is otherwise invalid, that Contestant will have no entitlement to that prize, even if the Promoter has announced them as the winner and that Contestant will be required, at the direction of the Promoter to return, refund or otherwise make restitution of the prize.
38. Where a prize is referred to as a 'Spending Spree', this will be delivered in the form of an electronic bank transfer to the relevant amount.
39. All travel and accommodation prizes must be taken exactly as specified by the prize supplier, unless the Promoter or prize supplier advises otherwise. Conditions of travel and accommodation or use of travel and accommodation prizes are subject to availability.
40. Any additional ticketing or accommodation requirements (including alterations or extensions), or changes to ticketing and accommodation will be at the discretion of the prize supplier and at the prize winner's expense.
41. All other costs are at the prize winner's expense including but not limited to meals, transfer fees unless specified as part of the prize package, excess baggage and any other personal expenses.
42. Frequent flyer points will not form part of any travel prize and cannot be claimed by a prize winner or other companions.
43. 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). 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.

44. It is the winner's responsibility to check and prepare for travel warnings and any perceived hazards with appropriate authorities, including [www.dfat.gov.au](http://www.dfat.gov.au). The Promoter is not responsible for any illness, injury or property damage that affects the winner while undertaking the travel prize.
45. 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 Promoter's 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).
46. The Promoter takes no responsibility for any negative encounter experienced by a prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, cancellations or postponement of an event, inclement weather or any illness experienced by the winner. Any costs incurred as a result (including accommodation costs) are the sole responsibility of the prize winner and no substitute prize or compensation will be offered under any circumstances.
47. Once a prize has been claimed by the prize winner and has been collected, or if arranged between the Promoter and the winner, has been delivered or collected from the Promoter's premises, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.
48. If the prize(s) is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The winners of each prize and agree that the Promoter will not be responsible or liable for the failure of a third party prize supplier to provide all or any part of the relevant prize. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Terms and Conditions of Entry.
49. If a prize winner is unable or unavailable to participate in or use a prize awarded, that prize may be forfeited in full and no substitute prize or compensation will be offered.
50. Should a winner prove to be ineligible for a competition; not agree to any of the Terms; breach the Terms or interfere with the fair running of the competition (or attempt to do so); or, if despite using all reasonable attempts to do so, the Promoter is unable to contact the winner on the day in order to award the prize at the prize-winners ceremony then some or all of their prizes may be passed on to the First Runner Up. If the First Runner Up similarly fails to qualify for a prize, then the prize will be transferred to the Second Runner Up and so on.
51. The 2020 Final Winner is not permitted to enter the WA Fashions on the Field competition in 2021.
52. The 2021 Final Winner must not become an ambassador, face of, judge of a fashion competition, spokesperson for, or associated with any other racecourse in Australia other than for Racing and Wagering Western Australia, unless approved in writing by the Promoter, within 12 months of winning the 2021 WA Fashions on the Field competition.

#### **PHOTOGRAPHS AND PERSONAL DETAILS**

53. The Promoter collects personal information from contestants in order to facilitate the Promotion. Contestants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Promotion or providing prizes or to the State and Territory lottery departments as required under the relevant lottery legislation. If the information requested is not provided, the contestant may not be eligible to participate in the Promotion.

54. The Promoter will handle personal information disclosed by the contestant in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the terms of its privacy policy located at <http://www.rwwa.com.au/home/privacy-policy-37.html>.
55. All entries will be entered into a database upon registration, and the contestant agrees that where they have “opted in”, the Promoter may also use personal information for future promotional, marketing and publicity purposes, including keeping the entrant informed of the latest WA Fashions on the Field news, events, surveys, promotions and offers. If the contestant has opted in, their personal information may also be disclosed to Racing and Wagering WA staff, authorised third parties including relevant service providers and where applicable, the Promoter’s partners and sponsors to enable communication for the specific purposes.
56. Entrants may access the information that the Promoter holds about them, or request to “opt-out” of any future communications by contacting the Promoter’s Privacy Officer at 14 Hasler Road, Osborne Park 6017.
57. Without limitation, Contestants authorise and grant the Promoter:
  - a. the right to record their image, voice and performance during the 2019/20 WA Fashions on the Field competition, including in photographs, film and other audio-visual materials (the Materials); and
  - b. the right to copy, adapt, edit, alter, reproduce, publish, distribute, exhibit, broadcast, transmit, and otherwise exploit, and permit others to exploit, parts or all of the Materials which have been recorded of the Contestant in all media (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), throughout the world and in perpetuity, for the purposes of publicity, marketing, advertising and promotion of WA Fashions on the Field and any racedays or events organised by RWWA including future Fashions on the Field competitions, without further credit, compensation or reward.
58. Contestants acknowledge and agree:
  - a. that all copyright and intellectual property in the Materials belongs, or is assigned, to the Promoters
  - b. releases the 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
  - c. waives, in favour of the 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**

59. All entries become the property of the Promoter when submitted.
60. At the time of publishing all information was correct.
61. If, for any reason, the Competition or any of the prizes are not capable of being run or offered as planned, the Promoter reserves 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 Competition. If the Competition 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 Promoter.
62. Unless required by any law, including the Australian Consumer Law, the Promoter, and its respective officers and employees, its agents, its contractors, its 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

Competition (including entry, collation of contestant details, prize draw and determination of the winners), or 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).

63. If requested by the Promoter, any contestant or winner (and their companion(s), if applicable) (or if a contestant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) 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 Promoter, within the time requested by the Promoter, 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.
64. The Promoter may at its absolute discretion, prohibit or disqualify a Contestant from participating in the 2021 WA Fashions on the Field competition at any time cancel or suspend a prize or cease to provide prize to a winner, if the Promoter is made aware that the Contestant (at any time before or during any associated event of the WA Fashions on the Field) or the prize winner (at any time during 2019/20 as a representative of the 2021 WA Fashions on the Field competition) or any of their companion(s) are, in the reasonable opinion of the Promoter:
  - a. under the influence of alcohol or drugs;
  - b. engaging in criminal behaviour;
  - c. behaving aggressively, disruptively or in any other inappropriate manner;
  - d. engaging in conduct that is misleading, deceptive or contrary to law; or
  - e. engaging in any other conduct or behaving in any other manner which might reasonably be expected to adversely affect the image of, or otherwise diminish the good name and reputation of the Promoter, its Sponsors or any of their respective events, goods or services.
65. If the Contestant or Winner engages in any conduct under Clause 73, the Promoter in its sole discretion, may prohibit the Contestant or Winner from participating in any future events conducted or promoted by the Promoter.
66. The Promoter is 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. If for any reason any aspect of the competition is not capable of running as planned due to such technical malfunctions, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition and invalidate any affected entries.
67. The Promoter's decisions in connection with any competitions (including the Regional Heats, Wildcard Competition and Final) associated with the 2019 WA Fashions on the Field competition are final and no correspondence will be entered into.
68. These Terms are governed by the laws of Western Australia, Australia. Each Contestant submits to the exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Terms and waives any rights to claim that those courts are an inconvenient forum.
69. The Promoter is Racing and Wagering WA, 14 Hasler Rd, Osborne Park, Western Australia, 6017. ABN 21 347 055 603.