

## **2022 WA FASHIONS ON THE FIELD AT HOME - TERMS AND CONDITIONS**

### **ENTRY CONDITIONS**

1. The 2022 WA Fashions on the Field At Home is eligible any female residing in Western Australia.
2. By participating in 2022 WA Fashions on the Field At Home, contestants agree to observe and be bound by these Terms and Conditions.
3. The 2022 WA Fashions on the Field At Home will be held from 2 May 2022 to 19 May 2022.
4. The contestants will be judged by a Racing and Wagering Western Australia judging panel and the Top 5 will become nominees for the 2022 WA Fashions on the Field Final.
5. The Final will be conducted at approximately midday at the WA Fashions on the Field Marquee in November 2022 (usually Winterbottom Stakes Day) at Ascot Racecourse. Please note details of the Final including date, location and time are subject to change.
6. 2022 WA Fashions on the Field At Home is for Women's Race Wear Categories only.

### **HOW TO ENTER**

7. In order to enter WA Fashions on the Field At Home, contestants must send a minimum of three photos of their outfit (ideally front, back and close-up of accessories) to [wafashionsonthefield@rwwa.com.au](mailto:wafashionsonthefield@rwwa.com.au) between 2 May 2022 to 19 May 2022.
8. It is recommended that the contestant supplies as many photos of their outfit as possible to give them the best chance of displaying their outfit to the judging panel.
9. Contestants can only enter the WA Fashions on the Field At Home competition with one outfit.
10. 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 At Home 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 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. Judging of the Contestants by the Racing and Wagering WA judging panel will take place from 20 May 2022.
3. 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.
4. 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 2022 WA Fashions on the Field At Home are not eligible to enter
5. Immediate family members of those who are any way involved in the running of the 2022 WA Fashions on the Field Final At Home are not eligible to enter.
6. For the purpose of this competition, immediate families is defined as Mother, Father, sister, brother, spouse (including de facto) and offspring.

7. 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 2022 WA Fashions on the Field at Home 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.
8. 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.
9. The Promoter's decision is final and no correspondence will be entered into.

## **JUDGING**

10. The WA Fashions on the Field At Home competition 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.
11. The Judging Panel's decision is final and no correspondence will be entered into.

## **WINNERS AND COMPETITION PRIZES**

12. The five (5) ladies who receive the most votes will become nominees for this year's 2022 WA Fashions on the Field Final. More information about the 2022 WA Fashions on the Field Final Terms and conditions can be [found here](#).

## **PHOTOGRAPHS AND PERSONAL DETAILS**

13. 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.
14. 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>.
15. 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.
16. 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.
17. Without limitation, Contestants authorise and grant the Promoter:

- a. the right to record their image, voice and performance during the 2022 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.
18. 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**

19. All entries become the property of the Promoter when submitted.
20. At the time of publishing all information was correct.
21. 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.
22. 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).
23. If requested by the Promoter, any contestant or winner (and their companion(s), if applicable) 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.
24. The Promoter may at its absolute discretion, prohibit or disqualify a Contestant from participating in the 2022 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 2021/22 as a representative of the 2022 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.
25. 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.
26. 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.
27. The Promoter's decisions in connection with any competitions (including the Regional Heats, Wildcard Competition and Final) associated with the 2022 WA Fashions on the Field competition are final and no correspondence will be entered into.
28. 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.
29. The Promoter is Racing and Wagering WA, 14 Hasler Rd, Osborne Park, Western Australia, 6017. ABN 21 347 055 603.