

Harness The Dream 2023 - Win A Share in TWO Ready-To-Run Racehorses!

Competition Overview

Never owned a racehorse but have a dream? Harness The Dream is the ultimate racehorse ownership competition where you and a mate could win a 5% share in TWO ready-to-run standardbreds.

Grab a mate and register an Eligible Team with a submission on why your team would like to be involved in Harness The Dream (www.harnessthedreamwa.com.au). If selected to participate (Participating Team, there is a maximum capacity for 50 Participating Teams), ensure both team members attend each Competition Eligible Event, including the Grand Finale at Gloucester Park.

First prize (total value \$AUD 13,400) is:

- 1. one share (5% interest) in TrotSynd Number 21 (gelding by Sweet Lou USA out of Maggie Pearl);
- 2. one share (5% interest) in TrotSynd Number 22 (filly by Art Major USA out of Quick Sunrise NZ); and
- 3. the Annual Fees (covering training) paid until 30 June 2024.

The TrotSynd Number 21 and TrotSynd Number 22 syndicates are managed investment schemes each with a Product Disclosure Statement (PDS). The PDS is available at www.harnessthedreamwa.com.au. In deciding whether to enter the Competition and accept first prize, winners should first consider any PDS and obtain independent financial and legal advice. Additional costs beyond the prize are likely to be incurred as an owner and will not be met by RWWA.

Each Participating Team in attendance at the Gloucester Park Grand Finale is eligible for a voucher up to the total value of \$1,000 to spend on buying a share in an Eligible Racehorse at the 2023 APG (Australian Pacing Gold) Perth Yearling Sale.

EACH team who attends both Competition Eligible Events will receive ONE (1) entry for their team to go towards the draw for the major prize.

Team Registrations open: 08:00 AWST Friday 2 December 2022

Team Registrations close: 12:00 AWST Friday 6 January 2023

Prize Draw: Friday 27 January 2023 at the Gloucester Park Grand Finale

Eligible Racehorses may be owned by racing syndicates and may be managed investments schemes, details of which will be available at the APG Perth Yearling Sale. In deciding whether to use a prize and purchase a share in an Eligible Racehorse or TrotSynd No 21 and TrotSynd No 22, winners should first consider any contracts (including syndicate

agreements), any PDS and obtain independent financial advice. Additional costs beyond the prize are likely to be incurred as an owner.

Full terms and conditions are available at www.harnessthedreamwa.com.au

Terms and Conditions

General

- 1. The Promoter is: Racing and Wagering Western Australia (**RWWA**) of 14 Hasler Rd, Osborne Park, Western Australia, 6017, +61 8 9445 5333, ABN 21 347 055 603.
- 2. Information on how to enter and the prizes forms part of these Terms and Conditions. Entry into the competition is deemed acceptance of these Terms and Conditions.
- 3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who can enter?

- 4. To be an "Eligible Team", all the requirements in clauses 5 to 10 must be satisfied.
- 5. Each Team must consist of two (2) Team members.
- 6. All Team members must be residents of Western Australia over the age of 18.
- 7. All Team members must provide proof of residency with the application. Proof of residency and entry considered suitable for verification is at the discretion of RWWA. If each Team member cannot provide suitable proof, the entry may be denied.
- 8. Family members (parents, siblings, spouses, defacto, children) or persons living at the same premises as RWWA employees or officers are not eligible to be Team members.
- 9. All Team members must satisfy the Australian and RWWA Rules of Harness Racing, and racehorse ownership requirements. Each Team member acknowledges that if their Team wins the prize, they must notify RWWA and the Registrar of Racehorses if:
 - a. during the past 10 years, they have been convicted of any offences involving violence against a person or dishonest or criminal activity; or
 - b. there is a charge pending against them for any of the above offences; or
 - c. they have ever been convicted under the Australian Rules of Harness Racing or the rules of any racing authority.
- 10. A Team must not include any person who currently owns or has owned a standardbred racehorse registered in the stable of an Australian trainer in the previous three-years to the registration closing date.
- 11. Persons who hold a current RWWA Harness Licence are not permitted to enter this competition.
- 12. The ownership status of Team members will be checked via the RWWA and Harness Racing Australia official ownership records.
- 13. Each Team member may only be entered in one (1) Team.

How to Enter?

- 14. Details of how to enter the competition are set out on the Harness The Dream website (www.harnessthedreamwa.com.au).
- 15. To enter the competition, entrants must:
 - a. register an Eligible Team via the online entry form on <u>www.harnessthedreamwa.com.au</u> before 12.00 AWST on Friday 6 January 2023; and
 - b. submit in 100 words or less why they should be selected to take part in Harness The Dream 2023 (**Submission**) and nominate a Team Captain for contact purposes; and
 - c. if selected to be a Participating Team, attend Competition Eligible Events.
- 16. Registration for Teams closes at 12.00 AWST on Friday 6 January 2023.

Limit on Teams

- 17. There is a maximum capacity for 50 Teams (100 persons).
- 18. RWWA will select which Eligible Teams are to participate in the competition (**Participating Teams**) and communicate this to the Participating Teams after 12:00 on 6 January 2023 and before 17:00 on Tuesday 10 January 2023 for confirmation that they wish to accept their place in the competition.
- 19. A panel of two (2) at RWWA will select Participating Teams at its discretion but will only consider Eligible Teams and will factor in the Submission.
- 20. RWWA's decision is final, and no correspondence will be entered into.

How to Win?

- 21. Participating Teams will receive one (1) valid entry into the competition upon confirmation of their attendance at the two (2) Competition Eligible Events.
- 22. The Competition Eligible Events are (dates subject to change):
 - a. 22 January 2023 | Stable Tour & Masterclass
 - b. 27 January 2023 | WA Pacing Cup & Grand Finale at Gloucester Park
- 23. To attend a Competition Eligible Event, individual Team members must register their attendance via the online registration form emailed or messaged via SMS.
- 24. Registration to attend each event must be received no later than the deadline before each event.
- 25. Attendance is subject to the usual event conditions and availability.
- 26. Participating Team members must validate their entry at each respective Competition Eligible Event by checking in with a representative of RWWA.

Prize Details

- 27. The prize pool for first prize value is up to \$13,400 (including GST).
 - a. First prize total package is inclusive of:
 - \$4,200 applied to the share purchase price for one share (amounting to a 5% interest) in TrotSynd No 21;
 - \$3,200 applied to the share purchase price for one share (amounting to a 5% interest) in TrotSynd No 22; and
 - up to \$6,000 applied to the Annual Fee for TrotSynd No. 21 and TrotSynd No. 22¹/₂ (up to 30 June 2024, if charged).
- 28. A single share in each syndicate is provided to the Team as a whole in the name of all team members and by entering the competition each Team member is nominating to participate in the share.
- 29. RWWA will provide the funds direct to TrotSynd Number 21 and TrotSynd Number 22. For the avoidance of doubt, no monies will be provided directly to the winning team with all monetary transactions taking place directly between RWWA and the syndicate. If Annual Fees are not charged, no funds towards Annual Fees will be provided.
- 30. TrotSynd Number 21 and TrotSynd Number 22 syndicates are managed investment schemes each with a Product Disclosure Statement (PDS). The PDS is available at www.harnessthedreamwa.com.au, and form part of these terms and conditions. In accepting first prize, the winners must execute the relevant forms in the PDS and agree to its terms.
- 31. The winners acknowledge that additional costs beyond the prize are likely to be incurred as an owner (including the Annual Fee after 2024) and will not be met by RWWA.
- 32. Consolation prize: Participating Teams who have attended the two (2) Competition Eligible Events, except for the Team which wins the first prize, may be eligible to claim a voucher to the value of \$1,000 (including GST) to be redeemed for the purchase of a share in an Eligible Racehorse. If the value of the share purchased is less than \$1,000, the lesser amount will be paid. For avoidance of doubt there will no further credit provided. The voucher can only be redeemed if at least one (1) member of the Team is registered as an owner of the Eligible Racehorse.
- 33. Eligible Horse means a racehorse:
 - a. sold at the 2023 APG Perth Yearling Sale by auction; and
 - which is a WestBred or Double WestBred yearling (the definition of a WestBred yearling is defined at WestBred - Racing & Wagering Harness Hub (rwwa.com.au) and is published in the APG sale catalogue); and
 - c. that is purchased at that auction, or within 30 days of the auction date.
- 34. A single voucher is provided for each Consolation prize and is provided to the Team as a whole to be spent on a single Eligible Racehorse. Each Team member must nominate whether they wish to participate in spending the voucher at the same time as nominating

the Eligible Racehorse on which the voucher is to be spent. Purchase using the voucher will be in the name of only the Team members who have specifically indicated they wish to participate in spending the voucher. Not all Team members are required to pursue ownership. However, at least one (1) of the Team members that decide to participate in the use of the voucher/purchase of the share must not currently own or have owned a racehorse referred to in clause 10 above.

- 35. The use of the voucher/purchase of the share in the Eligible Racehorse must be completed within 30 days of the 2023 APG Perth Yearling Sale.
- 36. RWWA will provide all vouchers spent on the purchase price direct to APG. For the avoidance of doubt, no monies will be provided directly to the team with all monetary transactions taking place directly between RWWA and APG.

Prize Draw

- 37. The first prize will be drawn via random ballot and announced at the WA Pacing Cup Grand Finale at Gloucester Park event on Friday 27 January 2023.
- 38. Only one prize can be claimed per Participating Team.
- 39. Prizes not claimed within 5 minutes of announcement will be forfeited and redrawn.
- 40. Results will be announced at the WA Pacing Cup Grand Finale at Gloucester Park event on Friday 27 January 2023 and published on www.harnessthedreamwa.com.au.
- 41. Consolation prizes must be claimed by the Participating Team at the Gloucester Park Grand Finale event on Friday 27 January 2023.
- 42. If for any reason a winner does not take/redeem a prize (or an element of the prize) at the 2023 APG Perth Yearling Sale, then the prize (or that element of the prize) will be forfeited.
- 43. The stated prize value does not include the prize-winnings component (if any) of the Racehorse, or the additional benefits associated with the Racehorse. The prize-winnings component of the prize (if any) depends upon the success of the Racehorse.

Warning about prizes

- 44. Independent financial advice should be sought by each winning team member in deciding whether to enter the Competition and accept first prize or prior to use of any consolidation prize voucher.
- 45. TrotSynd is the licenced syndicator of standard breeds in WA and is a managed investment scheme under the Corporations Act 2001 (Cth). Purchase of a shares in the TrotSynd No 21 and TrotSynd No 22 are an investment in a managed investment scheme. TrotSynd has issued a product disclosure statement which is available at www.harnessthedreamwa.com.au. It is noted that under each of TrotSynd No 21 and TrotSynd No 22 Annual fees of \$1,500 for each horse (total of \$3,000) will likely be payable on 1 July each year commencing from 1 July 2024.

- 46. The syndicate or trainer which purchases an Eligible Racehorse may be a managed investment scheme under the Corporations Act 2001 (Cth) and the purchase of share by a winning Team may be an investment in a managed investment scheme.
- 47. If a product disclosure statement exists for a syndicate, it is expected that the product disclosure statement:
 - a. will be issued by the syndicator; and
 - b. will be available at the 2023 APG Perth Yearling Sale.
- 48. Prior to deciding to acquire a share in a racehorse and/or investing in a managed investment scheme, each member of the Team should consider the terms of any contract, syndicate agreement, syndicator's product disclosure statement and should obtain independent financial advice on the proposed investment.
- 49. Participating Teams who chose to spend the consolidation prize voucher and acquire a share in an Eligible Racehorse will likely be required to contribute to the ongoing costs associated (which likely include but are not limited to training fees, track fees, transport, veterinary and racing costs). You should consider details available in any contract, syndicate agreement or product disclosure statement.
- 50. RWWA does not promote any syndicate or managed investment scheme and the decision to participate is made at the winner's own risk.
- 51. RWWA does not provide any warranty or accept any liability in relation to the accuracy or quality of the information included by a person offering shares in a Racehorse or in the syndicator's product disclosure statement.
- 52. Tax implications may arise as a result of accepting the prize.
- 53. In relation to the Eligible Racehorse and TrotSynd No 21 and TrotSynd No 22, RWWA does not provide any warranty or accept any liability in relation to their quality or performance, the number of races they will compete in, the value of prize-winnings they will win or the value of any prize. Any decision regarding the health of the Eligible Racehorse or TrotSynd No 21 and TrotSynd No 22 or their entry into any race will be at the absolute discretion of the trainer of the Eligible Racehorse or TrotSynd No 21 and TrotSynd No 22or the relevant racing authority.
- 54. Teams will not be permitted access to the TrotSynd No 21 and TrotSynd No 22 horse or Eligible Racehorse, at any time, except as allowed by the trainer or syndicator at their complete discretion at any race meetings in which the Racehorse runs.
- 55. RWWA is not liable for any loss of potential prize-winnings or earnings if the Eligible Racehorse or TrotSynd No 21 and TrotSynd No 22 becomes injured, becomes ill or dies and is unable to race.
- 56. Prizes or any unused portion of a prize cannot be transferred, exchanged or redeemed for cash or re-sold.
- 57. It is a condition of accepting the prize that all Team members must comply with all the conditions of use of the prize and the trainer/syndicator requirements. It is the responsibility of the winning Team to confirm such conditions with the trainer/syndicator or other relevant third parties.

- 58. It is a condition of accepting the prize that all members of the winning Team may be required to sign a legal release in a form determined by RWWA in its absolute discretion.
- 59. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet, without the prior written consent of RWWA. Photographs will be allowed only at the discretion of RWWA.

Further Terms & Conditions

- 60. Subject to complying with all relevant State legislation, RWWA reserves the right to amend, cancel or suspend this competition if an event beyond the control of RWWA corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. RWWA will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- 61. RWWA and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 62. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of RWWA, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, RWWA reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State legislation.
- 63. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.
- 64. If an entrant uses any form of software or third-party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. If such an entrant is a member of a Team that wins a prize, the Team must immediately return the prize to RWWA. RWWA has sole discretion to determine whether an entrant has breached this clause. RWWA reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents RWWA requires upon request.
- 65. If the prize is unavailable, for whatever reason, RWWA reserves the right to substitute the prize for a prize of equal or greater value, subject to State legislation. It is a condition of accepting the prize that the Team must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a Team is unable to use the prize as stated.
- 66. RWWA reserves the right to redraw the prize if a Team that wins the prize is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

- 67. In consideration for RWWA awarding a prize to the Team, each member of that Team hereby permits the Team's submission, image and/or voice, as recorded, photographed or filmed during the Team's participation in the prize to appear in connection with RWWA or the advertising or marketing thereof, in any media whatsoever throughout the world and no member of the Team will be entitled to any fee for such use.
- 68. Each entrant hereby assigns to RWWA all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to RWWA in connection with that entrant's entry or participation in any aspect of the prize (**Works**). Each entrant warrants that RWWA is free to use the Works (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.
- 69. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders RWWA's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, RWWA may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- 70. RWWA does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Cth) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and RWWA shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. RWWA is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
- 71. RWWA reserves the right in its sole discretion to disqualify any individual who RWWA has reason to believe has breached any of these conditions, or does not comply with Government Directions (as amended from time to time) or the RWWA Rules of Harness Racing, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. RWWA's legal rights to recover damages or other compensation from such an offender are reserved.
- 72. All entries become the property of RWWA. RWWA collects personal information about each entrant for the purposes of conducting this promotion and will be stored on RWWA's database.
- 73. RWWA will collect an entrant's contact details in order to include you in this promotion. Entry constitutes an entrant's consent to receive promotional emails from The Trots WA. An entrant has the option to decline promotional messages by clicking the unsubscribe link on the received email, or by emailing "unsubscribe" to owner@rwwa.com.au
- 74. RWWA may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By entering

entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact RWWA on their details set out below. Any request to update, modify or delete the entrant's details should be directed to RWWA.

- 75. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions.
- 76. RWWA is not bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth), but its privacy policy is located at https://www.rwwa.com.au/privacy-policy.
- 77. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize.