

## **COMPETITIONS**

All prizes and competitions that are conducted by exhibitors at the Mildura Field Days are required to comply with Victorian Commission for Gambling and Liquor Regulations. More information can be found on their website at:

[www.vcglr.vic.gov.au/home/gambling/new+applicants/trade+promotion+lottery/](http://www.vcglr.vic.gov.au/home/gambling/new+applicants/trade+promotion+lottery/)

### Mildura Field Days Gate Prize - OFFICIAL RULES Terms and Conditions 2021

One entry ticket for the Gate Prize will be provided for each adult who pays to enter the 2021 Mildura Field Days. One entry ticket per child under 18 will be issued upon entry through the gate (no purchase is necessary).

#### **1. PROMOTION DESCRIPTION:**

The Mildura Field Days Gate Prize ("Sweepstakes") begins on 21st May 2021 at 9am and ends on 22nd May 2021 at 2pm (the "Promotion Period").

The sponsor of this Sweepstakes is Mildura Field Days ("Sponsor"). By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission or processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at [jo@mildurafielddays.com.au](mailto:jo@mildurafielddays.com.au) during the Promotion Period.

#### **2. ELIGIBILITY:**

Open to legal residents of Australia who are aged 0-18 for the children's gate prize and aged 18 years plus for the adult gate prize draw (the "Entrant"). Sponsor, and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (the "Promotion Entities"), are ineligible to enter the Sweepstakes or win a prize. Household Members and Immediate Family Members of such individuals are also not eligible to enter or win. "Household Members" shall mean those people who share the same residence at least three months a year. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. Exhibitors and their employees are ineligible to enter the prize draw unless they have purchased a ticket to enter the event from the ticket booth located at the entrance gates. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law. The Sponsor is not responsible for lost or damaged tickets, (1) one ticket only will be issued at the entrance gates for paying patrons and/ or one per child who enters the event with a paying adult.

#### **3. PRIZES:**

Grand Prize: One winner will receive a John Deere Ride on Mower- approximate retail value (ARV) of \$3500

Children's Prize: One winner will receive a Children's Toy Prize Pack (ARV) \$350

Only one prize per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash but in the case of the ride on mower- may be upgraded by winner with agreement with Haeusler's upon the payment of the prearranged increased price. Sponsor reserves the right in its sole and absolute discretion to award a substitute

prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

This Sweepstakes is open to legal residents of Australia, (excluding those prohibited from entry as previously listed) and Prizes will only be awarded and/or delivered to addresses within said locations. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

#### **4. HOW TO ENTER:**

Enter the Sweepstakes during the Promotion Period by completing the entry form received upon entry to the Mildura Field Days Event. One ticket per adult will be issued for each adult who pays the entry fee at the gate to enter the event. One ticket per child will be issued upon entry through the entrance gates. To be eligible to win the prize(s), entry forms are to be completed in full, be legible and offer practical responses to survey questions. Discretion of these elements will be decided by onsite committee members/co-ordinator at the time of the draw.

Final eligibility for the award of any prize is subject to eligibility verification as set out in this document. All Entries must be deposited into the relevant prize barrel as located at the "Site Office" of the Mildura Field Days by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

#### **5. WINNER SELECTION:**

The Winner(s) of the Sweepstakes will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period. The random drawing will be conducted at 2.30pm on Saturday 22nd May 2021 at the Main Stage area of the Mildura Field Days by the Sponsor or its designated representatives, whose decisions are final. Odds of winning will vary depending on the number of eligible Entries received.

#### **6. WINNER NOTIFICATION:**

Winner will be notified by phone on the phone number provided on the Entry form as soon as practical after the random drawing. Potential Winner must accept a prize by phone as directed by Sponsor within two days of notification. Sponsor is not responsible for any delay or failure to receive notification for any reason, including incorrect contact details, technical difficulties associated therewith, or Winner's failure to adequately monitor any phone account.

Any winner notification not responded to may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). No substitution or transfer of a prize is permitted except by Sponsor.

## **7. PRIVACY:**

Any personal information supplied by you will be subject to the privacy policy of the Sponsor available on the Mildura Field Days website. By entering the Sweepstakes, you grant Sponsor permission to share your name and any other personally identifiable information with the other Sweepstakes Entities for the purpose of administration and prize fulfilment, including use in a publicly available Winners list.

## **8. LIMITATION OF LIABILITY:**

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; or (c) any injury or damage to participant's or to any other person which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials about the Sweepstakes.

If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, tampering, unauthorized intervention, fraud, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total ARV as set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor. Sponsor and Released Parties shall not have any further liability to any participant in connection with the Sweepstakes.

## **9. WINNER LIST/OFFICIAL RULES:**

To obtain a copy of the Winner List or a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to Mildura Field Days PO Box 1044 Irymple Victoria 3498. Requests for the names of the winners must be received no later than one month after the Promotion Period has ended. Prize winner's names will be available on the Mildura Field Days Facebook page <https://www.facebook.com/MilduraFieldDays> after winner confirmation is complete.

## **10. SPONSOR:**

Mildura Field Days, PO Box 1044, Irymple, Victoria 3498.

## **CONDITIONS (EXHIBITORS)**

In the following 'Field Days' shall mean the Mildura Field Days Organising Committee's 70th Annual Mildura Field Days and the M.F.D.C. shall mean the Mildura Field Days Committee.

1. Entry fees as detailed on the Application forms must be paid in full prior to the event.
2. Entry fees are as set out therein and must be paid by the Exhibitor in full prior to acceptance of the Application.
3. The Exhibitor shall not cause any noise or perform any other act which is or maybe a nuisance to other exhibitors. The use by the Exhibitor of amplifiers or loud speakers is strictly prohibited unless by prior agreement with the Committee.
4. Except with the written consent previously obtained from the Coordinator, the exhibitors shall not assign or sub-let or part with the possession of the whole or any part of the site or purport to do so.

5. The Exhibitor is responsible for the condition of the site covered by this Agreement during the currency of the Field Days and on completion of such field days the Exhibitor shall clean any part of the area affected by the Exhibitor's presence thereon to the state it was in prior to the field days or to the satisfaction of the Committee.
6. The Exhibitor shall conform with the requirements of any act of Parliament which may govern the erection of structures for the display and/or sale of machinery and/or other products or goods of the Exhibitor's and the regulations, by-laws and ordinances made under such acts.
7. The committee shall have the right to sell by public auction or private treaty any structure or part there-of which has been erected on the space and still remains on such space or upon the said area after the expiration of thirteen days from the completion of the said Field Days and may retain for its own use the proceeds of any such sale.
8. The Committee shall not be liable for any loss of or damage to the Exhibitor's property whilst on the said area. Security of the Exhibitor's property or display shall be the responsibility of the Exhibitor. There shall be no access to Exhibitor's sites by the Exhibitor after 6.00pm or prior to 6.00am, unless by prior arrangement with the Committee, from which time security patrols arranged by the Committee will operate.
9. If the Committee should find it necessary or expedient to cancel or postpone the Field Days, this agreement shall cease to operate upon notice to that effect, signed by the Secretariat served on the Exhibitor by email to any person who appears or is thought by the Secretariat to be an employee, agent or partner of the Exhibitor and the Committee shall not be liable to the Exhibitor for any compensation whether on the ground of loss of profits or otherwise in respect of such cancellation or postponement and the Exhibitor shall not be entitled to any refund or payment of any money paid by the Exhibitor in relation to this application.
10. The Application properly signed by the Exhibitor and including payment in full shall be in the hand of the Coordinator by 6th April 2021. Application received after that date is only accepted at the discretion of the Committee.
11. The Exhibitor shall not conduct or permit or suffer to be conducted on the space any competition, game or sale by auction without authority of the Committee.
12. The Exhibitor shall not fuel tractors and machines within the sale area.
13. The Committee reserves the right to cancel this agreement and to retain any monies paid in relation thereto if there is in the opinion of the Coordinator any infringement of any of the foregoing conditions and/or if the Exhibitor does not occupy the space at the commencement of and during the full period of the said Field Days. Exhibitors are NOT to vacate sites before 5:00pm on the 1st day and 4:00pm on the 2nd day.
14. The Committee shall not be held liable for damage caused to any property on which practical demonstration may be held. Furthermore the committee reserves the right to forbid the use of any machine in practical demonstrations which in view of its nature and/or of the weather conditions prevailing at the time may be liable in the Committee's opinion to cause damage to the area or the persons or property therein.
15. The Committee reserves the right if it considers it necessary, expedient or desirable to cancel or suspend the operation of this Agreement by notice served on the Exhibitor as provided in Clause 10 in the event of any occurrence or happening which in the opinion of the Committee justified it in so doing. Moreover, the Committee shall not be liable to pay the Exhibitor for any compensation whether on the ground of loss of profits or otherwise or any refund of payment of any money paid by the Exhibitor in relation to this Agreement in respect of such cancellation or suspension.

16. The Mildura Field Days is conducted by the M.F.D.C., a body corporate pursuant to the provisions of the Associations Incorporation Act. All rights and obligations which arise under these conditions or in relation to the Mildura Field Days shall be enforceable by or against M.F.D.C. which shall function through the Committee.
17. In these conditions unless the contrary appears:- "the area" shall mean the area defined by the external boundary fences of the Mildura Racing Club, 53 Cowra Avenue, Mildura, "the Exhibitor" shall mean the body corporate, person, partnership or voluntary association whose name appears on the application to exhibit and shall include the employees, servants and agents of the exhibitor, "the Committee" shall mean the elected Committee of the M.F.D.C. and those persons engaged by them to function on their behalf, "the Secretariat" shall mean that person or persons engaged by the M.F.D.C. to act as the 'Organising Coordinator'. Words importing the singular number shall include plural and the masculine gender the feminine or neuter and vice versa and those importing persons shall include bodies corporate. Joint Exhibitors shall be jointly and severally bound by these conditions and shall have joint and several liabilities hereunder. "Site" shall mean the space allocated by the Committee to an Exhibitor and shall include the immediate surrounds of such space.
18. The M.F.D.C. reserves the right to restrict the number of exhibitors and to accept or not accept Applications at its discretion.