

# Own The Dream 2025- Win A Share in a Racehorse!

### **Competition Overview**

Never owned a racehorse but have a dream? Own The Dream is the ultimate racehorse ownership competition where you and your mates could win a voucher to spend on buying a share in an Eligible Racehorse at the 2025 Magic Millions Perth Yearling Sale.

First prize is a voucher up to the total value of \$20,000 to spend on buying a share in an Eligible Racehorse at the 2025 Magic Millions Perth Yearling Sale.

Second prize is a voucher up to the total value of \$15,000 to spend on buying a share in an Eligible Racehorse at the 2025 Magic Millions Perth Yearling Sale.

Third prize is a voucher up to the total value of \$10,000 to spend on buying a share in an Eligible Racehorse at the 2025 Magic Millions Perth Yearling Sale.

Each Participating Team in attendance at the 2025 Grand Finale Race Day is eligible to redeem a consolation voucher up to the total value of \$1500 to spend on buying a share in an Eligible Racehorse at the 2025 Magic Millions Perth Yearling Sale.

Gather your mates and register an Eligible Team with a submission on why your team would like to be involved in Own The Dream (<a href="racingwa.com.au/ownthedream">racingwa.com.au/ownthedream</a>). If selected to participate (<a href="Participating Teams">Participating Teams</a>), ensure at least one team member attends each Competition Eligible Event and at least two team members attend the Grand Finale Race Day.

EACH team member in attendance will receive ONE (1) entry PER event for their team to go towards the draw for the major prizes.

Team Registrations open: 12:00 AWST Tuesday 19 November 2024

Team Registrations close: 12:00 AWST Wednesday 15 January 2025

Prize Draw: Saturday 15 February 2025 at Pinjarra Park Racecourse at the Grand Finale Race Day event.

Eligible Racehorses may be owned by racing syndicates and may be managed investments schemes, details of which will be available at the Magic Millions Perth Yearling Sale. In deciding whether to use the prize and purchase a share in an Eligible Racehorse, 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 racingwa.com.au/ownthedream.

### **Terms and Conditions**

### General

- 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 a minimum of four (4) people, or a maximum of eight (8) people.
- 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 Thoroughbred 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 (**Registrar**) 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 Racing or the rules of any racing authority.
- 10. A Team must not include more than 50% of their team who currently own or have owned a racehorse registered in the stable of an Australian trainer in the previous three-years to the registration closing date. A team of four (4) must not contain more than two (2) current owners. A team of eight (8) must not contain more than four (4) current owners. A team of five (5) for example must not contain more than two (2) current owners.
- 11. The ownership status of team members will be checked via the Racing Australia official ownership records.
- 12. Each Team member may only be entered in one (1) Team.

### How to Enter?

- 13. Details of how to enter the competition are set out on the Own The Dream website (racingwa.com.au/ownthedream)
- 14. To enter the competition, entrants must:
  - a. register an Eligible Team via the online entry form on racingwa.com.au/ownthedream before 12.00 AWST on Wednesday 15 January 2025; and
  - b. submit in 100 words or less why they should be selected to take part in Own The Dream 2025 and nominate a Team Captain for contact purposes; and
  - c. if selected to be a Participating Team, attend Competition Eligible Events.
- 15. Registration for Teams closes at 12.00 AWST on Wednesday 15 January 2025.

### **Limit on Teams**

- 16. There is a maximum capacity for 40 Teams.
- 17. 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 Thursday 16 January 2025 and before 12:00 on Thursday 23 January 2025 for confirmation that they wish to accept their place in the competition.
- 18. A panel of four at RWWA will select Participating Teams at its discretion but factoring in the submission of 100 words or less, and compliance with the Eligibility Criteria.
- 19. RWWA's decision is final, and no correspondence will be entered into.

### How to Win?

- 20. Participating Teams will receive one (1) valid entry into the competition for each Team member that attends a Competition Eligible Event.
- 21. The Competition Eligible Events are (dates subject to change):

a. 31 January 2025 | Ownership 101

b. 9 February 2025 | Stable & Stud Tour

c. 15 February 2025 | Grand Finale Race Day

- 22. To attend a Competition Eligible Event, individual Team members must register their attendance via the online registration form emailed or messaged via SMS.
- 23. Registration to attend each event must be received no later than the deadline before each event. It is at the absolute discretion of RWWA whether an additional Team member may be accepted post this date.
- 24. Attendance is subject to the usual event conditions and availability.

25. Participating Team members must validate their entry at each respective Competition Eligible Event by checking in with a representative of RWWA.

### **Prize Details**

- 26. Eligible Horse means a racehorse:
  - a. sold at the 2025 Magic Millions Perth Yearling Sale by auction; and
  - b. which is a breeder nominated Westspeed Platinum yearling (the definition of a Westspeed Platinum yearling is defined at www.westspeed.com.au and is published in the Magic Millions sale catalogue); and
  - c. that is purchased at that auction by a registered Thoroughbred Trainer or Syndicator.
- 27. The prize pool for first to third prize value is up to \$55,000 (including GST).
  - a. First prize is a total voucher prize of \$20,000 (including GST) which can only be redeemed at the 2025 Magic Millions Perth Yearling Sale towards the purchase, and training fees, in a share in an Eligible Racehorse.
  - b. First prize package of \$20,000 (including GST) can be redeemed in two ways:
    - \$15,000 towards the share in the Eligible Racehorse, PLUS \$5,000 towards training fees until exhausted; or
    - \$20,000 towards the share in Eligible Racehorse with no additional monies for training fees.
  - c. Second prize is a total voucher prize of \$15,000 (including GST) which can only be redeemed at the 2025 Magic Millions Perth Yearling Sale towards the purchase, and training fees, in a share in an Eligible Racehorse.
  - d. Second prize package of \$15,000 (including GST) can be redeemed in two ways:
    - \$10,000 towards the share in the Eligible Racehorse + \$5,000 towards training fees until exhausted; or
    - \$15,000 towards the share in the Eligible Racehorse with no additional monies for training fees.
  - e. Third prize is a total voucher prize of \$10,000 (including GST) which can only be redeemed at the 2025 Magic Millions Perth Yearling Sale towards the purchase, and training fees, in a share in an Eligible Racehorse.
  - f. Third prize package of \$10,000 (including GST), can be redeemed in two ways:
    - \$5,000 towards the share in the Eligible Racehorse + \$5,000 towards training fees until exhausted; or
    - \$10,000 towards the share in the Eligible Racehorse with no additional monies for training fees.

- 28. Consolation prize: All Participating Teams who have all team members in attendance at the Grand Finale Race Day event are eligible to redeem a voucher to the value of \$1500 (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 \$1500, then the lesser amount will be paid. For avoidance of doubt there will no further credit provided. The voucher can only be redeemed if a non-owner in the team is part of the signed document.
- 29. A single voucher is provided for each prize and is provided to the Team as a whole to be spent on a single Eligible Racehorse. Each member of a winning Team 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, 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.
- 30. The use of the voucher/purchase of the share in the Eligible Racehorse must be completed within 14 days of the yearling sale.
- 31. RWWA will provide all vouchers spent on the purchase price direct to Magic Millions. For the avoidance of doubt, no voucher or monies will be provided directly to the winning team with all monetary transactions taking place directly between RWWA and Magic Millions.
  - a. If a winner elects to use a portion of the voucher on training fees, RWWA will provide any training fees included in that prize in one upfront payment to the registered trainer or syndicator of the selected yearling, who will be required to sign a document outlining the commitment to credit the Team members spending the voucher for on-going training fees with the monies. RWWA is not required to contribute any training fees above the amount included (if any) for the first, second or third prize.
  - b. RWWA may refuse the payment of training fees to a trainer or syndicator at its discretion.

## **Prize Draw**

- 32. The first, second and third prize will be drawn via random ballot and announced at the Grand Finale Race Day event on Saturday 15 February 2025.
- 33. Only one prize can be claimed per Participating Team.
- 34. First to third prize must be claimed by two members of the winning team at the Grand Finale Race Day event. Prizes not claimed within 5 minutes of announcement will be forfeited and redrawn.
- 35. Results will be announced at the Grand Finale Race Day event on Saturday 15 February 2025 and published on racingwa.com.au.
- 36. Consolation Prizes must be claimed by the Participating Team at the Grand Finale Race Day event on Saturday 15 February 2025.

- 37. If for any reason a winner does not take/redeem a prize (or an element of the prize) at the 2025 Magic Millions Perth Yearling Sale, then the prize (or that element of the prize) will be forfeited.
- 38. 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

- 39. Independent financial advice should be sought by each winning team member prior to use of the prize voucher.
- 40. The syndicate or trainer which purchases the 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.
- 41. 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.
- 42. 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 Magic Millions.
- 43. RWWA does not promote any syndicate or managed investment scheme and the decision to participate is made at the winner's own risk.
- 44. 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.
- 45. Winning Teams who chose to spend the 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.
- 46. If a winning Team elects to split their prize between the purchase cost of the share in the Eligible Racehorse and training fees, the training fee component is unlikely to cover all fees and once the prize has been exhausted the winning team member will be required to contribute. Details should be available in the contract, syndicate agreement or syndicate product disclosure statement.
- 47. Tax implications may arise as a result of accepting the prize.
- 48. RWWA does not provide any warranty or accept any liability in relation to the quality or performance of the Racehorse, the number of races the Racehorse will compete in, the value of prize-winnings the Racehorse will win or the value of any prize. Any decision regarding the health of the Racehorse or the entry of the Racehorse into any race will be at the absolute discretion of the trainer of the Racehorse or the relevant racing authority.

- 49. The winning Team will not be permitted access to the 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.
- 50. RWWA is not liable for any loss of potential prize-winnings or earnings if the Racehorse becomes injured, becomes ill or dies and is unable to race.
- 51. Prizes or any unused portion of a prize cannot be transferred, exchanged or redeemed for cash or re-sold.
- 52. 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.
- 53. 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.
- 54. 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**

- 55. 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.
- 56. 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.
- 57. 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.
- 58. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.
- 59. 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.
- 60. 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.
- 61. 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

- 62. 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.
- 63. 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.
- 64. 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.
- 65. 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.
- 66. 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 Thoroughbred 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.
- 67. 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.
- 68. 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 Races 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
- 69. 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.
- 70. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions.
- 71. 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.
- 72. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize.