



**Auction Terms & Conditions**  
**Love Letter to Racing, Saturday 17 February 2024**

1. Information on this auction and how to participate forms part of these terms and conditions. By placing a bid in the auction (**Auction**) you agree to be bound by these Terms and Conditions and any terms dictated by the auctioneer.
2. Entry is only open to individuals aged 18 years and over in attendance at the Ross Stevenson's "Love Letter to Racing" at Black Caviar Lightning Race Day on Saturday 17 February 2024 at Flemington Racecourse (the **Event**).
3. The promoter of the Auction is **Ronald McDonald House Charities Trust** (ABN 260 375 894 12) (**the Charity**) of 21-29 Central Ave, Thornleigh NSW 2120.
4. Victoria Racing Club Limited (ACN 119 214 078) of 448 Epsom Road, Flemington VIC 3031 (**VRC**) is managing the Auction on behalf of the Charity and is not responsible for any errors or omissions or for any warranties or guarantees either explicit or implied herein including the quality, safety, or legality of any aspect of the Auction Item, the truth or accuracy of the details of the Auction Item or the ability to provide the Auction Item.
5. This is a charity auction and the Charity will directly receive the proceeds of the Auction to be applied for charitable purposes. The Charity is registered as a charity with the Australian Charities and Not-for-profits Commission.
6. The items for sale (**Auction Item/s**) are:
  - a) **A Premium Group 1 Race Day Experience at Flemington Racecourse for 6 people:** You and 5 friends are invited to a day out at Flemington Racecourse including a table of 6 in the prestigious Terrace restaurant featuring a 6 course degustation menu and a \$1,000 beverage spend for the day. You and your guests will also be able to make your way into the Mounting Yard to watch the main race amongst the action. This item can be redeemed on your choice on one of the 3 upcoming 2024 Autumn Race Days, Howden Australian Guineas Day, Saturday 2 March 2024, Super Saturday, Saturday 9 March 2024 or TAB Australian Cup Day, Saturday 30 March 2024 and is valued at over \$3,250.
  - b) **3AW Day in the Studio:** A Day in the studio with the 3AW Breakfast team, Ross Stevenson and Russel Howcroft, will be a day to remember. You and a guest will sit in the studio with Ross and Russ as they present Australia's most listened to Breakfast program. Experience the excitement of the program as it goes to air, and you'll see all the activity that goes on behind the scenes. Conditions apply and value at PRICELESS.
    - A Day In The Studio will be any time between 5.30am and 8.30am on a selected day prior to the end of June 2024 and subject to availability.
    - A minimum of two weeks notice is required when booking your Day In The Studio.
    - A Day In The Studio is not transferable for cash or kind to any party.
  - c) **GET ON and Racing behind the scenes experience:** You and a guest will join Richo, Simon Marshall and the crew in the Racing.com studios at Docklands to meet all of our Get On team. Watch a recording of the show from the studio floor and control room to see how the program is made. Once the recording is finished, join our Thursday racing team in the studio to see how we bring all the live action and racing from the track to the screens. Conditions apply and value at PRICELESS.
    - Get On is recorded on a Thursday at 12:00 noon (arrive at 11:30 am to commence the experience), immediately followed by live racing.



- Flexible dates (dependant on nature of racing production taking place on the Thursday) – we'll do everything we can to accommodate your request.
  - Expires 17 February 2025
- d) Two Imperatriz horse shoes from the Manikato Group 1 win, proudly donated by Te Akau Racing Australia and the owners of Imperatriz.
7. All elements of the Auction Items are subject to availability and must be used by the dates stated in item 6 above.
  8. The starting bid for each Auction Item is \$1,000.
  9. Bidding will commence on stage during the Event at approximately 3:45pm and continue until the auctioneer determines, in their expert opinion, that no further bids by any other person will be made for the Auction Items (**Bidding Period**).
  10. Each Auction Item will be sold to the highest bidder (**Auction Winner**) at the conclusion of the Bidding Period and payment is due immediately to the Charity at the Event. A representative of the Charity will make contact with Auction Winner in person upon conclusion of the Bidding Period to obtain their details and arrange payment by cash or credit card.
  11. The Auction Items are non-refundable and not transferable, exchangeable or redeemable for cash.
  12. The decision of the Charity and the VRC is final regarding any aspect of the Auction and the Charity and the VRC, at their discretion, reserve the right to reject any bid or cancel any bids. No correspondence or communication will be entered into regarding any rejected or cancelled bids, or regarding the Auction Winner.
  13. If an element of any of the Auction Items becomes unavailable for reasons beyond the Charity's control, the Charity may substitute with an element of equal or greater value.
  14. All elements of the Auction Items are subject to availability at the time of booking and the supplier's condition of use.
  15. Any additional booking requirements (including additional guests), will be at the discretion of the supplier and at the Auction Winner's expense.
  16. All ancillary costs and expenses (including travel, accommodation, additional, food, beverages, entertainment and spending money) in using the Auction Item will be the responsibility of the Auction Winner (unless expressly stated).
  17. Bidders acknowledge that purchase of any of the Auction Items cannot be claimed as a tax deduction through the Australian Tax Office which sets out that a gift is a voluntary transfer of money or property that the donor receives no material benefit or advantage for. Accordingly, tax implications may arise from purchase of the Auction Item and bidders should seek independent financial advice prior to acceptance of any of the Auction Items.
  18. The Charity and the VRC accept no responsibility for bids that are not clearly visible or audible to the auctioneer. The bidder is responsible for their own bid and it is not the responsibility of the Charity and the VRC or any third party to ensure that a person has successfully placed a bid on the Auction Items.
  19. If for any reason this Auction is not capable of running as planned, the Charity and the VRC may in its sole discretion cancel, terminate, modify or suspend the Auction and invalidate any affected bids.
  20. The Charity reserves the right to require the Auction Winner to provide proof of age, identity and residency. Identification considered suitable for verification is at the discretion of the Charity and the Charity reserves the right to refuse to provide the Auction Item to any person who fails to provide the required information or provides false information.
  21. It is a condition of accepting the Auction Item that the Auction Winner may be required to sign a legal release as determined by the Charity or the VRC in their discretion, prior to receiving the Auction Item.
  22. To the extent of any inconsistency, the terms and conditions of the Auction Item supplier will prevail over these terms and conditions. The Charity and the VRC accept no responsibility or liability for any delay or failure by the third party to deliver any element of any of the Auction Items,



any delay or failure relating to the Auction Item itself or failure by the third party to meet any of its obligations in these terms and conditions or otherwise.

23. The Auction Winner acknowledges and consents to participating in promotional activities relating to the Auction Item which may include promotional photograph shoots and media interviews. The Charity and the VRC may use all photographs and recorded interviews, including the winner's image, voice, name and other details, without restriction and without further reward or recourse to the winner, in its advertising and promotional materials and official communications in perpetuity and in any media whatsoever.
24. Personal information collected during the Auction may be used for the purposes of conducting the Auction. The Charity and the VRC will handle personal information disclosed by the bidder in accordance with the Australian Privacy Principles under the Privacy Act 1988 (Cth), and the terms of their privacy policies. If the information requested is not provided, the bidder or the Auction Winner may not participate in the Auction or collect the Auction Item. Bidder's personal information may also be provided to third parties (including the Auction Item suppliers) for the purpose of administering this Auction or providing any element of the Auction Item.
25. The Charity and the VRC will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) in connection with this Auction, or for personal injury suffered or sustained as a result of receiving or using any element of any of the Auction Items, except that the Charity will be responsible for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).