

# MYRACEHORSE

## REFER A MATE COMPETITION

### Terms and Conditions

1. The promoter is MyRacehorse Pty Ltd ACN 643 461 590, a company incorporated in Australia under the Corporations Act 2001 (Cth), trading as 'MyRacehorse' ("**Promoter**").
2. This competition ("**Competition**") starts at 10:00am (Melbourne Time) on Monday 14 March and ends on Monday 9 May 2022 at 10:00am (Melbourne Time) ("**Competition Period**").
3. Information on how to enter and the prizes forms part of these terms and conditions ("**Terms**"). Participation in this Competition is deemed acceptance of these Terms.
4. The Competition prizes are as follows:
  - a. **Major Prize:** \$5,000 in your MyRacehorse wallet (linked to your registered MyRacehorse account) to use on available MyRacehorse inventory.
    - i. This prize is not refundable or withdrawable and wallet funds may only be used for the purpose of the purchase of units of a class (e.g. Class A, Class B, etc.) in My Racehorse No. 1 ARSN 646 771 262, promoted by MyRacehorse Pty Ltd AFSR 001284902 ("micro-shares").
  - b. **Minor Prize:** 50 x \$100 MyRacehorse Wallet vouchers (linked to your registered MyRacehorse account) to use on available MyRacehorse inventory.
    - i. This prize is not refundable or withdrawable and wallet funds may only be used for the purpose of the purchase of micro-shares.
    - ii. Maximum of one (1) minor prize per customer.
5. This Competition is open to all entrants who:
  - a. are 18 years of age or over and not a resident of South Australia.
  - b. are Australian residents;
  - c. have a MyRacehorse account and the account is not at any time during the Competition Period closed or suspended.
  - d. comply with these Terms; and
  - e. are not management, employees or agents of the Promoter or its related entities (or immediate family members of such people) or of retailers or agencies associated with this Competition, ("**Eligible Entrants**").
6. How you can enter the promotion.
  - a. By way of referral:
    - i. During the "Competition Period" customers ("Referring Customer") will be able to refer a friend ('Referred Customer') to create a MyRacehorse account by providing the registered MyRacehorse email address during their sign-up for an account (referral email).
    - ii. To qualify for an entry, the Referred Customer will need to:
      1. Create an account and insert their Referring Customer's email in the applicable registration field; and
      2. Make a purchase in any of the available MyRacehorse inventory
    - iii. Upon account creation and first purchase made by a Referred Customer, the Referring Customer will receive one entry into the promotion..

- iv. For every Referred Customer who completes at least one purchase, the Referring Customer automatically receives a new entry into the promotion (eg, if a customer refers 20 mates during the promotion period and 15 of them go onto purchase micro-shares, the Referring Customer will receive 15 unique entries into the prize draw).
  - v. For the avoidance of doubt, accounts created before the competition period are not eligible to have a referrer email retrospectively added to them so as to qualify for entries into the promotion.
  - vi. No new entries will be accepted after the date for conclusion of the promotion stated in section 12.
- 7. The Competition is a game of chance. Winners will be determined by way of random draw held under the provision of an independent scrutineer at the conclusion of the promotion.
- 8. Number of entries during the Competition Period are unlimited for Eligible Entrants. The more entries an Eligible Entrant has, the greater the probability of being drawn as a major or minor prize winner.
- 9. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries.
- 10. The Promoter reserves the right, at its sole and absolute discretion, to deem any irregular, incomprehensible and incomplete entries or any entries that do not comply with these Terms, as invalid ("**Invalid Entries**").
- 11. Invalid Entries cannot win a prize in connection with the Competition.
- 12. The Competition will be conducted as follows:
  - a. My Racehorse No. 1 ARSN 646 771 262 (**Scheme**) (of which MRH is a duly authorised representative) will consolidate all eligible entries into a draw at the conclusion of the promotion – 10:00am (Melbourne time) Monday, 9 May 2022.
  - b. The draw will take place on Monday 23 May, 2022 under the presence of an independent scrutineer.
    - i. One Major Prize winner and 50 Minor Prize winners will be randomly selected. The first Eligible Entrant drawn will be the Major Prize Winner.
    - ii. The Major Prize winner will be contacted by phone and email by 5pm Tuesday 24 May (Melbourne Time).
    - iii. The Major Prize Winner will have until 5pm Thursday 26 May 2022 (AEST) to accept their prize before the prize is forfeited and a reserve winner is selected.
    - iv. If a reserve winner is selected they will have 48 hours to accept their prize, before their prize is forfeited and another reserve winner is selected. This process will continue until a Major Prize winner claims their prize.
    - v. All Minor Prize winners will be contacted via email once the Major Prize winner has been confirmed. Minor Prize Winners will have until 5pm Thursday 26 May 2022 (Melbourne Time) to accept their prize before the prize is forfeited. Minor prizes forfeited will not be subject to redraw.
- 13. Prize(s) cannot be transferred, exchanged, or redeemed for cash.
- 14. This Competition is only open to Eligible Entrants who act at all times in good faith, sincerely, and without fraud. Any entrant or entry that the Promoter suspects, in its discretion, to be in breach of these Terms or attempting to gain an unfair advantage over other competitors (e.g. by the use of technology) will not be eligible.
- 15. General:

- a. the Promoter reserves the right to cancel or change the Competition at any time throughout the Competition Period without notice;
- b. the decisions of the Promoter are final. No correspondence will be entered into;
- c. the Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process;
- d. there will be a maximum of one Major Prize and 50 Minor Prizes given as part of this Competition;
- e. the total prize pool is valued at a maximum of \$10,000. If a prize is unavailable, the Promoter reserves the right to substitute it with a prize of equal or similar value and/or specification, subject to any written directions from a regulatory authority;
- f. failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
- g. by entering the Competition, all entrants consent to the use by the Promoter their mobile number, email and uploaded content for Competition purposes;
- h. by entering the Competition, all entrants consent to the use by the Promoter of their name, image, likeness, username and social network account name and entry for publicity and commercial purposes in connection with the Competition and/or the Promoter's products and services, in any media and for an infinite period, without further compensation. This includes but is not limited to use on TV, Facebook, Twitter, Instagram, YouTube, radio, print, display advertising, website and social media channels, and the Promoter's blog and website;
- i. the Promoter may prohibit any person's participation in this Competition, cancel or suspend a prize awarded to them (or part thereof) if the Promoter considers that the entrant has behaved in a way which may diminish its name or reputation, is in bad faith, is designed to gain an unfair advantage, is fraudulent, is otherwise contrary to law or these Terms, or is otherwise inappropriate;
- j. errors and omissions may be accepted at the Promoter's discretion;
- k. the Promoter accepts no responsibility for any tax implications that may arise from the Prize. Independent financial advice should be sought. Where the operation of this Competition results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values;
- l. if this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the Promoter's control, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, to the fullest extent permitted by law: (a) to disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition;
- m. the Promoter may collect personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use entrants' information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to entrants. Entrants should direct any request to opt out, access, update or correct information to the Promoter at [ausupport@myracehorse.com](mailto:ausupport@myracehorse.com). All personal information collected will be collected and held in accordance with the Promoter's Privacy Policy; and
- n. to the fullest extent permitted by law, the Promoter (and the prize suppliers) will not be liable for any loss or damage an entrant or prize winner suffers as a result of participating in this Competition (including the Prize), unless caused by the Promoter's negligence or wilful misconduct.
- o. The purchase of micro-shares is subject to the buyer's acceptance of the terms contained in the relevant product disclosure statement.

