

Coolmore Australia – Justify’s Ferrari Bonus Prize Offer

Terms & Conditions

Overview

Eligible Progeny: – Southern Hemisphere conceived crop from the 2019 season (representing 96 live foals as per the Australian Stud Book).

Eligible Period: - For 2yo races the southern hemisphere 2022/23 racing season
- For 3yo’s the southern hemisphere 2023/24 racing season

Eligible Races

The list of eligible races in which the Eligible Progeny may win the Prize are set out here:

<u>2yo Races</u>	<u>3yo+ Races</u>
Blue Diamond Stakes-Gr.1 (Feb '23)	Golden Rose Stakes-Gr.1 (Sept '23)
Golden Slipper Stakes-Gr.1 (March '23)	Caulfield Guineas-Gr.1 (Oct '23)
Sires’ Produce Stakes-Gr.1 (April '23)	Coolmore Stud Stakes-Gr.1 (Oct '23)
Champagne Stakes-Gr.1 (April '23)	Everest Stakes (Oct '23)
JJ Atkins Stakes-Gr.1 (June '23)	Cox Plate-Gr.1 (Oct '23)
Magic Millions 2yo Classic (Jan '23)	Randwick Guineas-G1 (March '24)
Karaka Million (Jan '23)	Rosehill Guineas-G1 (March '24)
Inglis Millennium (Feb '23)	Queen Elizabeth Stakes G1 (April '24)

Eligibility & how to enter

- 1) Information on how to enter and the prize forms part of the Terms & Conditions of this Offer (**Terms**). By participating in this Offer or accepting the prize, participants are deemed to have accepted these Terms.
- 2) This Offer is made by Calogo Bloodstock AG (ABN 12 070 652 890) trading as Coolmore Australia of 3367 Golden Highway, Jerrys Plains, New South Wales 2330 (**Coolmore Australia**).
- 3) Entry is open to any person or corporation who owns an Eligible Progeny.
- 4) Participants must be aged 18 years or older.
- 5) Ownership of an Eligible Progeny entitles the owner to 1 entry to this Offer.

Determination of any winner

- 6) This Offer is a game of skill and merit; chance plays no part in determining a winner (if any).
- 7) The prize will be awarded to the owner of the first Eligible Progeny to be officially recorded as the winner of an Eligible Race by the respective Principle Racing Authority during the Eligible Period as listed in these Terms (**Winning Criteria**). Any race not listed in these Terms or outside the Eligible Period will not satisfy the Wining Criteria.

- 8) In the event that no participant satisfies the Winning Criteria, the prize will not be awarded. Coolmore Australia will have no liability to any participant if the prize is not awarded as a result of no Eligible Progeny satisfying the Winning Criteria.
- 9) Any participant that considers it has satisfied the Winning Criteria and is making a claim for the prize is responsible for demonstrating to Coolmore Australia's reasonable satisfaction that it has satisfied the Winning Criteria before Coolmore Australia awards the prize.
- 10) Coolmore Australia reserves the right to request that a winner provides proof of identity, proof of age, and/or proof of residency in order to claim the prize. Proof of identification, residency, and age considered acceptable for verification purposes is at the discretion of Coolmore Australia. If there is a dispute as to the identity or eligibility of a participant, Coolmore Australia reserves the right, in its sole discretion, to determine the identity of the participant.
- 11) Once a participant has satisfied Coolmore Australia of the participant's satisfaction of the Winning Criteria, Coolmore Australia will notify the winner by telephone within 7 days.
- 12) The name of the winner will be published by Coolmore Australia on its website within 2 Business Days of Coolmore Australia being satisfied that the winner has met the Winning Criteria.
- 13) In the unlikely event that 2 or more eligible participants equally satisfy the Winning Criteria at the same time due to a tie by Eligible Progeny in the same Eligible Race, each such participant will be deemed a winner and receive the prize as described in these Terms. Otherwise, there can only be one winner and this Offer expires upon Coolmore Australia's determination of the winner. Any Eligible Progeny winning an Eligible Race after that time will not entitle the relevant owner to any prize under these Terms.
- 14) Subject to these Terms, the prize will be awarded to:
 - a. if the successful Eligible Progeny was purchased by the participant at public auction, the registered purchaser of that Eligible Progeny as recorded in the sale records of the relevant auctioneer or sales company (and confirmed in writing to Coolmore Australia upon request by Coolmore Australia by the respective sales company) of the most recent sale the horse was registered as selling at; or
 - b. if the successful Eligible Progeny was purchased by the participant through private treaty or retained by the breeder, the registered owner of the Eligible Progeny as recorded in the records of Racing Australia Limited at the time that the Eligible Progeny won the Eligible Race; and
 - c. where the registered purchaser of the Eligible Progeny comprises more than one person or corporation:
 - i. the registered purchaser whom is recorded first on the sales company records and confirmed in writing to Coolmore Australia upon request; or
 - ii. the registered Managing Owner whom is recorded on Racing Australia Limited's records and confirmed in writing to Coolmore Australia upon request.

Coolmore Australia will not be responsible and will not have any liability to any person for any disputes between the owners of an Eligible Progeny as to the entitlement to receive the prize.

- 15) Coolmore Australia will make the final determination as to who is the owner of the Eligible Progeny at the time the Eligible Progeny satisfies the Winning Criteria. Coolmore Australia's determination of the winner will be final and binding.
- 16) In the case of disqualification of the winning Eligible Progeny after the conclusion of the Eligible Race, or for any reason the Eligible Progeny is not ultimately awarded first prize in the Eligible Race, Coolmore Australia will not award the prize to that participant. Any subsequent Eligible Progeny meeting the Winning Criteria will become eligible to receive the prize.

The Prize

- 17) The winner will win a Ferrari up to the value of AU\$500,000. The prize package includes dealer delivery, vehicle registration in the winner's nominated State or Territory and CTP insurance, Stamp Duty and GST (if applicable).
- 18) The prize will be supplied by Coolmore Australia's preferred supplier and must be collected from a nominated dealership within Australia. The model and colour of Ferrari will be solely determined by Coolmore Australia within 30 days of the winner being determined pursuant to these Terms based on availability into Australia at that time and allowing for the manufacturer's standard lead times as quoted to Coolmore Australia. Coolmore Australia accepts no responsibility for delays to prize availability from the supplier.
- 19) The prize package does not include comprehensive motor vehicle insurance, non-standard accessories, maintenance and servicing or any necessary travel to collect the vehicle. and any other ancillary costs incurred by the winner in redeeming the prize.
- 20) Any motor vehicle photographs used to promote this Offer by Coolmore Australia have been used for display purposes only and may not represent the exact vehicle to be ordered.
- 21) The winner is responsible for ensuring that it has a valid driver's licence and any other licenses or permits necessary to claim and take possession of the prize.
- 22) If the prize (or part of the prize) is unavailable, Coolmore Australia, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 23) The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.

General

- 24) If this Offer is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Coolmore Australia, Coolmore Australia reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any participant; or (b) to modify, suspend, terminate or cancel this Offer, as appropriate. If any of the Eligible Races do not proceed for any reason, Coolmore Australia reserves the right to withdraw those races from the list of Eligible Races.
- 25) Coolmore Australia may (but is not obliged to) at any time reject, disqualify or invalidate any entry that it considers (in its sole judgment) infringes these Terms. Coolmore Australia will have no liability to participants in respect of any such disqualification. If this occurs in respect of a winning participant, Coolmore Australia reserves the right to award the prize to the next participant to satisfy the Winning Criteria in accordance with these Terms.

- 26) The winner must consent to Coolmore Australia using their name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting Coolmore Australia's business and any goods or services offered by Coolmore Australia. Coolmore Australia will be the sole owner of all intellectual property rights associated with any such media. If the winner does not provide this consent, they will not be entitled to claim the prize and the prize may be awarded to the next participant to satisfy the Winning Criteria in accordance with these Terms.
- 27) Except for any liability that cannot be excluded by law, Coolmore Australia (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Offer, including, but not limited to, where arising out of the following: (a) any third party interference; (b) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Coolmore Australia) due to any reason beyond the reasonable control of Coolmore Australia; (c) any tax liability incurred by a winner (except as otherwise provided in these Terms); or (d) use of the prize. Nothing in these terms operates to limit, exclude or modify the application of the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- 28) Except as otherwise provided in these Terms, Coolmore Australia accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
- 29) As a condition of accepting the prize, the winner must sign any documentation as and in the form required by Coolmore Australia in their absolute discretion to take legal possession of the prize.
- 30) Coolmore Australia collects personal information in order to conduct this Offer and administer the prize and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers and, if required, to regulatory authorities in Australia. Entry to this Offer is conditional on providing this information. Coolmore Australia may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participant in accordance with its Privacy Policy available here: <https://coolmore.com/pages/privacy-policy>. Coolmore Australia will not otherwise share a participant's personal details with any third parties without the participant's prior consent. Participants should direct any request to opt out, access, update or correct information to Coolmore Australia. Coolmore Australia is bound by the National Privacy Principles in the *Privacy Act 1988* (Cth).
- 31) The Offer is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram. Any questions, comments, or complaints regarding this Offer should be directed to Coolmore Australia.
- 32) The laws of New South Wales apply to this Offer and these Terms. Participants submit to the exclusive jurisdiction of the courts of New South Wales.