



# TERMS AND CONDITIONS

## 1. General

- 1.1 Information on how to apply for membership of the Stable Stars Kids Club (Club) and the associated benefits of membership of the Club form part of these terms and conditions (Terms and Conditions).
- 1.2 Membership of the Club is not subject to payment of any fee or other financial consideration and participation in the Club is open to any child from 2 - 12 years who is a resident of Australia.
- 1.3 An application for membership of the Club must only be submitted by a resident of Australia aged 18 years or older who is a parent or legal guardian of the child or children whose name(s) is/are specified in the application form (Caregiver).
- 1.4 By applying for membership of the Club, the applicant:
  - (a) represents and warrants that he or she is a Caregiver and is not restricted from, or is under no legal impediment in, applying for membership of the Club in respect of the child or children whose name(s) is/are specified in the application form; and
  - (b) accepts, and agrees to be bound by, these Terms and Conditions in relation to the membership of the Club in respect of the child or children whose name(s) is/are specified in the application form.
- 1.5 The Club is operated by Thoroughbred Racing S.A. Limited (ABN 25 094 475 939) of GPO Box 2646, Adelaide SA 5001 (TRSA).

## 2. Applying for membership

- 2.1 To apply for membership of the Club, a Caregiver must complete the online application form, a link to which is available at <https://www.theracessa.com.au/stable-stars>, and in doing so provide the full name and date of the birth of the child or children to which the application relates and the contact details of the Caregiver including, but not limited to, full name, postal address, email address and/or mobile number.
- 2.2 A Caregiver may, at the time of completing the online application form, apply for membership of the Club for up to four children.
- 2.3 TRSA reserves the right to verify the eligibility and validity of the details entered into the online application form.

- 2.4 TRSA may in its absolute discretion determine that an application for membership is invalid and reject any application for any reason in its sole discretion, including that the applicant is not a Caregiver. Any determination by TRSA as to eligibility and validity of the application is final and no correspondence will be entered into.
- 2.5 The Caregiver acknowledges and agrees that if one or more of the sections of the online application form is/are not completed by the Caregiver prior to being submitted:
  - (a) the application for membership may not be accepted by TRSA; or
  - (b) where the application for membership is accepted by TRSA, the child or children to which the application relates may not be able to receive the full benefits of membership of the Club.

## 3. Benefits of membership

- 3.1 Upon an application for membership being accepted by TRSA:
  - (a) the relevant child will become a member of the Club (Member); and
  - (b) where the postal address of the Caregiver is specified in the online application form, TRSA will post to that postal address a 'Club Welcome Pack' for the Member.
- 3.2 The contents of the 'Club Welcome Pack' will be determined by TRSA in its sole discretion and may vary from time to time.
- 3.3 Each Member may also receive other benefits, including:
  - (a) a birthday card on or about the date of their birth (based on the date of birth specified for the Member in the application form);
  - (b) newsletters by post and/or email throughout the year packed full of information, fun facts, interviews, activities, competition and/or such other information relating to the membership of the Club; and
  - (c) information about 'Stable Stars Family Race Days' and/or such other events or activities which may be relevant to Members of the Club.

- 3.4 Membership and any benefits of the Club are non-transferrable. No person other than the Member or Caregiver (as relevant) is eligible to obtain or redeem a benefit on the Member's behalf.
- 3.5 TRSA reserves the right to change, modify or cancel any of the benefits of membership at any time.

#### **4. Cancelling membership**

- 4.1 A Caregiver may cancel the Member's membership of the Club at any time by giving written notice to TRSA at [marketing@theracessa.com.au](mailto:marketing@theracessa.com.au).

#### **5. Termination or suspension of membership**

- 5.1 TRSA may terminate or suspend membership of the Club in its sole discretion and without notice to the Member or Caregiver for any reason including (without limitation) if:
- (a) the Member or Caregiver fails to comply with these Terms and Conditions;
  - (b) provides any misleading information or makes any misrepresentations to TRSA in connection with the Club.

#### **6. Personal information and privacy**

- 6.1 By submitting an application for membership of the Club, the Caregiver consents to the personal information of the Caregiver and the Member supplied in the application form being collected and used by TRSA for the purposes of granting membership to, and conducting and promoting, the Club. This may include providing such information to sponsors and the providers of any or all benefits made available by the Club to Members.
- 6.2 Personal information collected from the Caregiver may also be used by TRSA and sponsors and providers of benefits in the future for promotional, marketing, research and profiling purposes and to contact Members and/or Caregivers in relation to Club events and activities or the events or activities of TRSA or any sponsor or provider of benefits made available by the Club to the Member.
- 6.3 Without limiting the foregoing, the Caregiver acknowledges that TRSA may share the personal information of the Caregiver and the Member with others, including those sponsors that provide benefits for the Club inside Australia. TRSA will otherwise use all information collected from an entrant in accordance with the TRSA Privacy Policy, a copy of which is available on [www.theracessa.com.au](http://www.theracessa.com.au).

- 6.4 Caregivers are able to opt-out from receiving any email communications in connection with membership of the Club at any time by following the instructions included in the email communication sent by TRSA for the purposes of operating the Club.

- 6.5 Caregivers are able, at any time, to:

- (a) opt-out from receiving any postal communications in connection with membership of the Club; or
- (b) update the postal address [and/or email address] for the Caregiver and Member,

by providing written notice of such to TRSA at [marketing@theracessa.com.au](mailto:marketing@theracessa.com.au).

#### **7. Miscellaneous**

- 7.1 TRSA reserves the right to suspend or terminate the Club at any time without prior written notice to Members or Caregivers. TRSA will not be liable for the suspension or termination of the Club on any account whatsoever.
- 7.2 The Caregiver must accompany and is responsible for the relevant Member(s) at all Club events and activities.
- 7.3 Entry to TRSA events and sites are subject to the terms and conditions of entry applicable to such events and sites. To the maximum extent permitted by law, TRSA and its officers, employees and agents exclude all liability (including for negligence) for any death, injury, loss or damage to property or person, whether direct, indirect, special or consequential arising out of or in connection with this Club, including without limitation, membership of the Club, attendance and participation in any event or activity in connection with the Club, failure by TRSA to receive an application for membership of the Club, change of date or cancellation of an event in connection with the Club or failure by a Member to receive any benefits of membership of the Club.
- 7.4 TRSA reserves the right to change these Terms and Conditions from time to time in, to be effective on reasonable written notice to the Caregiver. The Caregiver may discontinue the Member's membership of the Club if the Caregiver does not agree to any changes to these Terms and Conditions by providing written notice to TRSA at [marketing@theracessa.com.au](mailto:marketing@theracessa.com.au). A Member's continued membership of the Club following such written notice of the changes to the Terms and Conditions constitutes acceptance of those changes.
- 7.5 These Terms and Conditions are governed by the laws of the State of South Australia. All Caregivers and Members irrevocably submit to the exclusive jurisdiction of the courts of the State of South Australia and the