

**Warwick Hotel Fashions on the Field 2021**  
**Terms & Conditions**  
**Saturday 19 June 2021**

By participating in the Warwick Picnic Races Warwick Hotel Fashions on the Field 2021 (**Fashions**) contestants (**Contestants**) agree to observe and be bound by these terms and conditions.

**How to Enter**

1. Contestants can register to participate in the Fashions in the following ways:
  - 1.1. by registering at the nomination desk of the Fashions on 19 June 2021 between 11am and 1.00 pm; or
  - 1.2. by being selected by a Spotter or Judge as appointed by the Warwick Turf Club during the course of the Warwick Picnic Races on 19 June 2021.
2. Contestants can enter as many categories as they wish.
3. If registering by 1.1 above, Contestants must collect their contestant number at the time of registration. Contestant numbers will only be reissued at the discretion of the Warwick Turf Club (WTC).
4. No responsibility will be taken for incomplete, late or lost entries.

**Eligibility**

5. Contestants and/or their outfits are not permitted to promote commercially a brand, store or designer or receive a commercial benefit from appearing in the competition.
6. Contestants must not receive any payment or benefit from a third party (including any commercial enterprise) for entering, participating or otherwise in connection with this competition.
7. Contestants are not permitted to alter or add to their outfit in any way from the beginning of the Fashions until prizes have been awarded.
8. Contestants must not in any way disparage or make derogatory comments in any form (whether verbally, electronically or otherwise) about the WTC, the Fashions, WTC, any competition associated with the WTC or other contestants at any time.
9. If a Contestant is in breach of any of these terms and conditions, the WTC may (at its absolute discretion) disqualify the Contestant from the Fashions and/or any other WTC competitions including the Warwick Cup.

**Judging**

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10. The judging criteria (Judging Criteria) is as follows:

Best Dressed Lady (Winner & Runner up)

- 10.1. Originality;
- 10.2. Concept of design coordination;
- 10.3. Colour and style appropriate for the season Autumn/Winter Fashion and Millinery (no straw);
- 10.4. Millinery is essential;
- 10.5. Standard and appropriate hem lengths (no mid riffs, playsuits or cut outs);
- 10.6. Dressing to race day standards, style and elegance;
- 10.7. Attention to detail;
- 10.8. Grooming and deportment.

Best Dressed Man (Winner & Runner up)

- 10.9. Originality;
- 10.10. Concept of design coordination;
- 10.11. Tailored suits with accessories – Dress shoes and socks, cufflinks, Pocket square, headwear all suitable for the season;
- 10.12. Dressing to race day standards;
- 10.13. Grooming and deportment.

Best Dressed Couple (Winner & runner up)

- 10.14. Originality;
- 10.15. Colour and style appropriate for the season Autumn/Winter Fashion and Millinery (no straw);
- 10.16. Tailored suits with accessories;
- 10.17. Dressing to race day standards, style and elegance;
- 10.18. Matching accessories are encouraged, coordination of outfits;
- 10.19. Grooming and deportment.

11. The WTC will select the judging panel for the Fashions and each validly entered Contestant will be judged based on the Judging Criteria (as interpreted by the judges in their absolute discretion) by the respective judging panel on the day.

12. The judges' decision is final and binding on every Contestant and no correspondence will be entered into.

13. In the event of a draw, the Judges will determine the winners.

14. Any Contestant not complying with these Terms and Conditions in the opinion of the Judges may be immediately disqualified by a WTC Committee Member or a Warwick Picnic Races Committee Member at their ultimate discretion.

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#### Winners

15. Prizes are non-transferable, non-exchangeable and not redeemable for cash and are subject to change at the discretion of the WTC for other prizes of equal or greater value. If a prize becomes unavailable for reasons beyond the WTC's control the WTC may substitute a prize of equal or greater value.
16. The total maximum prize value is correct at the time of printing. The WTC is neither responsible nor liable for any change in the value of prize occurring between the printing date and date the prize is claimed. All prize values are in Australian dollars.
17. All prizes remain the property of the winner once awarded. No interest in a prize may be granted or transferred to a third party by a winner.
18. If for any reason, the WTC becomes aware after a Contestant has won a prize that the Contestant has not complied with the Terms or that their entry is otherwise invalid, that Contestant will have no entitlement to that prize, even if the WTC has announced them as the winner and that Contestant will be required, at the direction of the WTC to return, refund or otherwise make restitution of the prize.
19. If the Prize includes shopping vouchers they're treated like cash. Lost or stolen Vouchers will not be replaced or refunded. Vouchers cannot be used for the payment of credit or store accounts. Vouchers are not redeemable for cash and cannot be exchanged.
20. The WTC takes no responsibility for any negative encounter experienced by a prize winner including but not limited to cancellation, changes or delays of flights or other transport arrangements, cancellations or postponement of an event, inclement weather or any illness experienced by the winner. Any costs incurred as a result (including accommodation costs) are the sole responsibility of the prize winner and no substitute prize or compensation will be offered under any circumstances.

#### Photographs and Personal Details

21. The WTC collects personal information from entrants in order to facilitate this Competition. Contestants' personal information may also be provided to third parties (including prize suppliers) for the purpose of administering this Competition or providing prizes. If the information requested is not provided, the entrant may not be eligible to participate in the Competition.
22. The WTC may also use personal information for future promotional, marketing, publicity and research purposes, including keeping the entrant informed of the latest WTC news, events, surveys promotions and offers. If applicable, unless the Contestant has opted-out, their personal information may also be disclosed to the Fashions sponsors and partners and to enable communication for specific purposes.
23. Without limitation, Contestants authorise and grant the WTC and the Warwick Picnic Races:

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- 23.1. the right to record their image, voice and performance during the 2021 Fashions on the Field, including in photographs, film and other audio-visual materials (the Materials); and
- 23.2. the right to copy, adapt, edit, alter, reproduce, publish, distribute, exhibit, broadcast, transmit, and otherwise exploit, and permit others to exploit, parts or all of the Materials which have been recorded of the Contestant in all media (including but not limited to on websites or via digital applications, and via social media such as Facebook or YouTube), throughout the world and in perpetuity, for the purposes of publicity, marketing, advertising and promotion of WTC and any race days or events organised by WTC including future Fashions on the Field competitions, without further credit, compensation or reward.

#### 24. Contestants acknowledge and agree:

- 24.1. that all copyright and intellectual property in the Materials belongs, or is assigned, to the WTC;
- 24.2. that they release the WTC from any claims they may have relating to the Materials or any use, reproduction, publication, editing or changes made to or of the Materials; and
- 24.3. that they waive, in favour of the WTC, any rights in the nature of moral rights as defined in the Copyright Act 1968 (Cth) in relation to the Materials, including but not limited to any rights of authorship or attribution, and consent to any acts by any WTC which may infringe such moral rights.

#### General

25. All entries become the property of the WTC when submitted.
26. At the time of publishing all information was correct.
27. If, for any reason, the Competition or any of the prizes are not capable of being run or offered as planned, the WTC reserves the right in its absolute discretion to take any action that may be available to it. Any actions are subject to State and Territory regulations and may include cancellation, termination, modification or suspension of the Competition. If the Competition is not capable of being run, the WTC will not be liable for any loss or damage of any kind to contestants arising out of any resultant action taken by the WTC.

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28. Unless required by any law, including the Australian Consumer Law, the WTC, and its respective officers and employees, its agents, its contractors, its associated entities and their respective officers will not be liable for any loss (including but not limited to, indirect, special or consequential loss, loss of opportunity or loss of profits), expense, damage, personal injury or death which is suffered or sustained in connection with any part of this Competition (including entry, collation of contestant details, prize draw and determination of the winners), or use or acceptance of the prize or the prize itself, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum extent allowable by law).
29. If requested by the WTC, any contestant or winner (and their companion(s), if applicable) (or if a contestant, winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the prize prior to undertaking any specified activities forming part of the competition, acceptance or use of the prize or the prize itself. If any contestant, winner, nominated companion or parent/guardian (if applicable) does not sign the indemnity form provided by the WTC, within the time requested by the WTC, the relevant contestant's or winner's entry or claim will be deemed invalid. Where a winner's entry or claim is deemed invalid, the prize will be deemed unclaimed.
30. It is in breach of these Terms and Conditions to be;
- 30.1.1. under the influence of illicit drugs;
  - 30.1.2. engaging in criminal behavior;
  - 30.1.3. behaving aggressively, disruptively or in any other inappropriate manner;
  - 30.1.4. engaging in conduct that is misleading, deceptive or contrary to law; or
  - 30.1.5. engaging in any other conduct or behaving in any other manner which might reasonably be expected to adversely affect the image of, or otherwise diminish the good name and reputation of the WTC, its Sponsors or any of their respective events, goods or services.
31. The WTC's decisions in connection with any competitions associated with Fashions are final and no correspondence will be entered into.
32. These Terms are governed by the laws of Queensland, Australia. Each Contestant submits to the exclusive jurisdiction of the courts exercising jurisdiction there in connection with matters concerning these Terms and waives any rights to claim that those courts are an inconvenient forum.