Newcastle Airport Competition Terms and Conditions

Competition Schedule

PART A

1. Competition **Name:** Newcastle Racecourse Hunter Race Day Giveaway

2. **Promoter:** Newcastle Airport Pty Limited (ACN 060 254 542; ABN 30 060 254 542) (**Promoter**) of 1 Williamtown Drive, Williamtown NSW 2318 (**Head Office**). Contact phone: (+61) 2 4928 9800.

3. **Entry Requirements:** Complete the form on our website (https://www.newcastleairport.com.au/hunterracedaygiveaway/) during the Promotion Period. Entrants must be at least 18 years of age, must reside in the Territory and must complete the online entry form.

4. **Maximum entries:** 1 per person.

5. **Number of winners:** There will be a maximum number of Fifteen (15) Winners.

6. **Territory:** New South Wales, Australia.

7. **Promotion Period:** Competition commences 10:30 am on Monday 2 November 2026 and ends at 11:59 pm on Sunday 08 November 2026.

8. **Prize:** The Prize comprises of:

    a) 2 x General Admission tickets for The Newcastle Herald Hunter Race Day at Newcastle Racecourse on 14 November 2026.

For the purposes of this Competition, the total prize pool is estimated to be no more than $90.00. The Prize must be taken as stated and are not transferable to another person, unless agreed to in writing by the Promoter. The Prizes are not exchangeable for other goods or services from the Promoter. Any additional expense incurred as a result of winning this prize is the responsibility of the Winner.

The Newcastle Herald Hunter Race Day Tickets are not redeemable for a race of the winner's choice; they are specifically for the The Newcastle Herald Hunter Race Day scheduled on the Ticket. The Tickets are not exchangeable for cash. The Winner must redeem the Tickets prior to the date specified on the Ticket, after which the Ticket expires.

9. **Prize date and selection of winners:** All entries will be assigned a number and the Winners will be drawn by a random electronic number generator on a device accessed at Head Office. Fifteen (15) winner will be drawn for each prize at 12:30pm on Monday 09 November 2026.

10. **Publication of winners:** Winners will be notified via email a minimum of one (1) day prior to the event date specified on the relevant ticket associated with the draw.

11. **Winners eligibility:** To be eligible to win, the Entrant's details provided to us must contain correct and accurate information. Directors, management, and employees and their immediate families of the Promoter and Newcastle Racecourse are not eligible to win.

12. **Prize Delivery:** Winners will not incur a fee for receiving the prize. Prizes will be delivered to the Winners via their nominated email address on confirmation of the Winner's eligibility. Alternatively, Winners may elect to collect their prize in person, in which case a valid form of legal identification (such as a Driver Licence) must be presented at the time of collection.

PART B

1. Information on how to enter and information provided in Part A form part of these terms and conditions and by entering into this Competition, each Entrant is deemed to have accepted and understood these terms and conditions. The Entrant agrees that these terms and conditions constitute all of the terms and conditions between the Entrant and the Promoter governing this Competition.

Participation

2. To enter, Entrants must meet all of the Entry Requirements to enter the Competition as set out in the Schedule. The Entrant warrants and represents to the Promoter that it meets all of the Entry Requirements.

3. Entry is open to residents of the Territory.

4. The Competition will be open during the Promotion Period. All eligible entries must be received by the Promoter during this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.

Selection of Winners

6. The winners will be selected by random draw, on the dates and at the location outlined in Part A. Entries that are incomplete or incomprehensible will be deemed invalid and will be ineligible to win.

7. Prizes will only be awarded to the person named on entry, subject to their entry complying with these terms and conditions.

8. If a prize or any element of a prize is not claimed by the original winner within twenty-four (24) hours of the initial draw date, despite the Promoter's reasonable efforts to contact the winner, the prize will be deemed unclaimed. In such a case, a redraw will be conducted after 12:30pm Tuesday 10 November 2026 a redraw will be carried out using an online random generator on a device located at the Promoter's Head Office. The winner of the redraw will be notified using the contact details provided at the time of entry.

9. The Entrant is solely responsible for ensuring that it is eligible to be a Winner, and the Promoter will not be in any way liable to an Entrant, should the Entrant be found to be ineligible to win the Competition.

Prizes

10. Prizes are provided on an "as is" basis and the Promoter will not make any modifications to the Prizes at the Winner's request.

11. The Promoter will not be liable for any delivery of prizes to a wrong address or account due to any error by the Winner.

12. If the Winner claims a prize but is found to be in eligible or if the Winner does not provide valid delivery details within the time frame specified by the Promoter, the Winner forfeits the Prize and it will not be re-drawn.

13. The Promoter will not be liable for re-drawing or providing a replacement prize for any Prizes that are not received by the Winner due to being lost in transit, stolen or due to any failure to accept delivery by the Winner or due to any error in details provided by the Winner.

14. The Prizes may contain goods or services from 3rd party brands. Unless otherwise specified, the provision, advertisement or offer of prizes from a 3rd party brand does not constitute any sponsorship, approval or endorsement of the good, service, content, policies, practices or services offered by those parties.

15. Where a Prize is specified to be delivered directly from the 3rd party prize supplier, as a condition of entry, the Winner agrees that its details may be provided to the 3rd party prize supplier by the Promoter on its behalf for the purpose of delivery of the Prize to the Winner.

Personal information

16. As a condition of entering this Competition, Entrants agree to provide personal information to the Promoter. Personal information collected during the course of this Competition will be dealt with in accordance with the Promoter's Privacy Policy, located at https://newcastleairport.com.au/about-us/privacy-policy/. Personal information submitted may be provided to third parties for the purpose of administering this Promotion and distributing the prizes, including to agents, contractors and prize suppliers. The Promoter may also use this personal information to contact you regarding, marketing, offers or Promotions from time to time.

17. As a condition of entry, each Entrant agrees that the Promoter may use their name (either in full or in part), likeness, voice and image (including any photograph and film) in any marketing and promotion of any products manufactured, distributed and/or supplied by the Promoter, for an unlimited period of time and the Winner will not be entitled to any fee for such use.

Intellectual property

18. By uploading, publishing, transmitting or making available any data, content or other material in connection with this Competition the Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content, including but not limited to text, images, videos, graphics, audio and photographs without attribution.

19. The Entrant warrants and represents that:

a) it holds all the intellectual property rights to the Entrant Content;
b) it has the authority and licence to upload, make available and licence the Entrant Content to the Promoter; and
c) the Promoter's use of the content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party.

20. The Entrant agrees that they are solely liable for the Entrant Content and that, to the fullest extent of the law, the Promoter shall not be liable in any way for such Entrant Content.

Reservation of rights

21. The Promoter reserves the right to request each winner to provide proof of identity or proof of residency at the address specified in their submission in order to claim a prize. Proof of identification and residency is at the absolute discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize and no substitute will be offered.

22. The Promoter may, in its absolute discretion, modify or cancel the Competition and may administer this Competition in the manner that it considers appropriate in accordance with Australian law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition.

23. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:

a) breached any of these terms and conditions;
b) tampered with the entry process or the Competition;
c) engaged in any unlawful conduct;
d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of the Promoter.

Exclusion of liability

30. The Promoter will not be liable for any late, lost or misdirected entries including due to technical disruptions, delayed or misplaced postage, network congestion or for any other reason. To the maximum extent permitted by law, the Promoter will not accept any liability for any error, omission or failure to administer this Competition.

31. Except for any liability that cannot be excluded by law, all Entrants release, and indemnify and hold harmless the Promoter (including its officers, employees, agents and contractors), from and against, all liability (including negligence), actions, claims, costs, losses or expenses arising out of or in connection with: any act, omission, negligence, fraud, wilful misconduct or breach of these terms and conditions by the Entrant, its nominees or agents and the Entrant or Winner's acceptance of, use of or attempted use of any prize and participation in the Competition, including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

32. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and contractors) 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 the Competition, including, but not limited to, where arising out of the following:

(a) inaccurate or incorrect transcription of entry information;

(b) any technical difficulties or equipment malfunction, malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software (whether or not under Promoter 's control);

(c) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;

(d) any theft, unauthorised access or third party interference;

(e) electronic or human error which may occur in the administration of the Competition;

(f) any variation in prize value as stated in the Schedule;

(g) any tax liability incurred by a Winner or Entrant;

(h) redemption or use of a prize; and

(i) any act or omission, deliberate or negligent, by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Winner and, where applicable, to any family/persons accompanying a Winner.

33. To the maximum extent permitted by law, the Promoter's total aggregate liability to the Entrant under or in any way connected with these terms and conditions and the Competition, or the performance or non-performance of these terms and conditions is limited to an amount equal to any amounts paid by the Entrant to the Promotor in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.

General

34. These terms and conditions are governed by and will be construed under the laws of New South Wales and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales and its appellate courts.

35. All references to time in this document refer to the local time in Newcastle, New South Wales, Australia, unless otherwise stated.

36. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

37. Capitalised terms used throughout these terms and conditions are defined in the Schedule unless specified otherwise.