



The Ultimate Sweep 2023 - Win A Share in a Ready-To-Run Racehorse!

Competition Overview

Forget the office Melbourne Cup Sweep – THIS is the one you want to be in!

The Ultimate Sweep is the ultimate racehorse ownership competition where you could win a 5% share in a ready-to-run 2 year old standardbred.

Fill in the online entry form and go in the draw to be one of twelve finalists – who participate in the Ultimate Sweep and each draw a runner in the 2023 Group 1 WA Pacing Cup on Friday 10 November. Whoever's horse wins the WA Pacing Cup, wins the 5% share in a ready-to-run pacer!

First prize (total value \$AUD 5,400) is

1. one share (5% interest) in TrotSynd Number 23 (colt by Vincent out of Moon Ovr Manhattan); and
2. the Annual Fees (covering training) paid until 30 June 2025.

The TrotSynd Number 23 syndicate is managed investment schemes each with a Product Disclosure Statement (PDS). The PDS is available at www.harnessthe dreamwa.com.au. In deciding whether to enter the Competition and accept first prize, winners should first consider any PDS and obtain independent financial and legal advice. Additional costs beyond the prize are likely to be incurred as an owner and will not be met by RWWA.

Online Registrations open: 08:00 AWST Wednesday 1 November 2023

Online Registrations close: 09:00 AWST Monday 6 November 2023

12 Finalists Draw: 13:00 AWST Monday 6 November 2023 at Pinjarra Harness Racing Club.

Sweep Draw: Friday 10 November 2023 at the Gloucester Park WA Pacing Cup

In deciding whether to use a prize and purchase a share in an Eligible Racehorse or TrotSynd No 23, winners should first consider any contracts (including syndicate agreements), any PDS and obtain independent financial advice. Additional costs beyond the prize are likely to be incurred as an owner.

Full terms and conditions are available at www.harnessthe dreamwa.com.au

Terms and Conditions

General

1. The Promoter is: Racing and Wagering Western Australia (**RWWA**) of 14 Hasler Rd, Osborne Park, Western Australia, 6017, +61 8 9445 5333, ABN 21 347 055 603.
2. Information on how to enter and the prizes forms part of these Terms and Conditions. Entry into the competition is deemed acceptance of these Terms and Conditions.
3. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

Who can enter?

4. To be an "Eligible entrant", all the requirements in clauses 5 to 10 must be satisfied.
5. Entrants must be residents of Western Australia over the age of 18.
6. Entrants must provide proof of residency with the application. Proof of residency and entry considered suitable for verification is at the discretion of RWWA. If an entrant cannot provide suitable proof, the entry may be denied.
7. Family members (parents, siblings, spouses, defacto, children) or persons living at the same premises as RWWA employees or officers are not eligible to enter this competition.
8. Competition entrants must satisfy the Australian and RWWA Rules of Harness Racing, and racehorse ownership requirements. Each entrant acknowledges that if they win the prize, they must notify RWWA and the Registrar of Racehorses if:
 - a. during the past 10 years, they have been convicted of any offences involving violence against a person or dishonest or criminal activity; or
 - b. there is a charge pending against them for any of the above offences; or
 - c. they have ever been convicted under the Australian Rules of Harness Racing or the rules of any racing authority.
9. Entrants must not currently own a standardbred racehorse registered in the stable of an Australian trainer as at the registration closing date.
10. The ownership status of each entrant will be checked via the RWWA and Harness Racing Australia official ownership records.
11. Each person may only submit one (1) online entry to this competition.

How to Enter?

12. Details of how to enter the competition are set out on the Harness The Dream website (www.harnessthe dreamwa.com.au).
13. To enter the competition, entrants must:
 - a. complete the online entry form on before 12.00 AWST on Monday 6 November 2023; and if drawn as one of the twelve Finalists,
 - b. attend the WA Pacing Cup at Gloucester Park on Friday 10 November 2023 to participate in the Sweep draw.

Finalists Draw

14. RWWA will randomly select twelve entrants from a barrel as **Finalists** in the competition (**Finalists**) and communicate this to each Finalist after 13:00 on 6 November 2023 and before 17:00 on Tuesday 7 November 2023 for confirmation that they wish to accept their place in the competition.

If a Finalist cannot attend the WA Pacing Cup function on Friday 10 November they forfeit their place in the competition and a re-draw will take place.

15. RWWA's decision is final, and no correspondence will be entered into.



16. Attendance is subject to the usual event conditions and availability.

Prize Details

17. The prize pool for first prize value is up to \$5,400 (including GST).

a. First prize total package is inclusive of:

- \$3,900 applied to the share purchase price for one share (amounting to a 5% interest) in TrotSynd No 23;
- up to \$1,500 applied to the Annual Fee for TrotSynd No. 23 (up to 30 June 2024, if charged).

18. A single share in the syndicate is provided to the Winner and by entering the competition each winner is nominating to participate in the share.

19. RWWA will provide the funds direct to TrotSynd Number 23. For the avoidance of doubt, no monies will be provided directly to the winning team with all monetary transactions taking place directly between RWWA and the syndicate. If Annual Fees are not charged, no funds towards Annual Fees will be provided.

20. TrotSynd Number 23 syndicates is a managed investment scheme each with a Product Disclosure Statement (PDS). The PDS is available at www.harnessthedreamwa.com.au, and form part of these terms and conditions. In accepting first prize, the winner must execute the relevant forms in the PDS and agree to its terms.

21. The winner acknowledges that additional costs beyond the prize are likely to be incurred as an owner (including the Annual Fee after 2024) and will not be met by RWWA.

Sweepstake Prize Draw

22. The Sweepstake prize draw will be conducted via random ballot and announced at the WA Pacing Cup – Owners Only event at Gloucester Park on Friday 10 November 2023.

23. Each Finalist will randomly draw a horse racing in the Group 1 WA Pacing Cup as their representative.

24. The Finalist whose representative horse wins the Group 1 WA Pacing Cup race, wins the Prize.

25. Results will be announced at the WA Pacing Cup - Grand Finale at Gloucester Park event on Friday 10 November and published on The Trots WA social media.

26. If for any reason a winner does not take/redeem a prize (or an element of the prize), then the prize (or that element of the prize) will be forfeited.

27. The stated prize value does not include the prize-winnings component (if any) of the Racehorse, or the additional benefits associated with the Racehorse. The prize-winnings component of the prize (if any) depends upon the success of the Racehorse.

Warning about prizes

28. Independent financial advice should be sought in deciding whether to enter the Competition and accept first prize.
29. TrotSynd is the licenced syndicator of standardbreds in WA and is a managed investment scheme under the Corporations Act 2001 (Cth). Purchase of a shares in TrotSynd No 23 are an investment in a managed investment scheme. TrotSynd has issued a product disclosure statement which is available at www.harnessthe dreamwa.com.au. It is noted that under each of TrotSynd No 23 Annual fees of \$1,500 will likely be payable on 1 July each year commencing from 1 July 2025.
30. Prior to deciding to acquire a share in a racehorse and/or investing in a managed investment scheme, each entrant should consider the terms of any contract, syndicate agreement, syndicator's product disclosure statement and should obtain independent financial advice on the proposed investment.
31. RWWA does not promote any syndicate or managed investment scheme and the decision to participate is made at the winner's own risk.
32. RWWA does not provide any warranty or accept any liability in relation to the accuracy or quality of the information included by a person offering shares in a Racehorse or in the syndicator's product disclosure statement.
33. Tax implications may arise as a result of accepting the prize.
34. In relation to TrotSynd No 23, RWWA does not provide any warranty or accept any liability in relation to their quality or performance , the number of races they will compete in, the value of prize-winnings they will win or the value of any prize. Any decision regarding the health of the TrotSynd No 23 horse or their entry into any race will be at the absolute discretion of the trainer or the relevant racing authority.
35. Winner will not be permitted access to the TrotSynd No 23 horse at any time, except as allowed by the trainer or syndicator at their complete discretion at any race meetings in which the Racehorse runs.
36. RWWA is not liable for any loss of potential prize-winnings or earnings if the TrotSynd No 23 horse becomes injured, becomes ill or dies and is unable to race.
37. Prizes or any unused portion of a prize cannot be transferred, exchanged or redeemed for cash or re-sold.
38. It is a condition of accepting the prize that the Winner must comply with all the conditions of use of the prize and the trainer/syndicator requirements. It is the responsibility of the winner to confirm such conditions with the trainer/syndicator or other relevant third parties.
39. It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by RWWA in its absolute discretion.
40. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet, without the prior written consent of RWWA. Photographs will be allowed only at the discretion of RWWA.

Further Terms & Conditions

41. Subject to complying with all relevant State legislation, RWWA reserves the right to amend, cancel or suspend this competition if an event beyond the control of RWWA corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. RWWA will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
42. RWWA and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
43. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of RWWA, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, RWWA reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State legislation.
44. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.
45. If an entrant uses any form of software or third-party application to enter multiple times (including scripting software), organises for a third party to enter on their behalf in breach of these terms and conditions or enters using incorrect contact details, his or her entry will be deemed invalid. Entries are strictly restricted to one per person. RWWA has sole discretion to determine whether an entrant has breached this clause. RWWA reserves the right to request whatever documentation it deems necessary to confirm whether an entrant has breached this clause. Entrants must provide whatever documents RWWA requires upon request.
46. If the prize is unavailable, for whatever reason, RWWA reserves the right to substitute the prize for a prize of equal or greater value, subject to State legislation. It is a condition of accepting the prize that the entrant must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.
47. RWWA reserves the right to redraw the Finalists Draw if an entrant that wins the prize is unable to satisfy these terms and conditions.

Copyright, Statutory guarantees, Waiver and liability

48. In consideration for RWWA awarding a prize, the entrant's submission, image and/or voice, as recorded, photographed or filmed during participation in the prize to appear in connection with RWWA or the advertising or marketing thereof, in any media whatsoever throughout the world and no entrant will be entitled to any fee for such use.
49. Each entrant hereby assigns to RWWA all right, title and interest in and to all copyright and all moral rights in any material created or otherwise submitted to RWWA in connection with that entrant's entry or participation in any aspect of the prize (**Works**). Each entrant warrants that RWWA is free to use the Works (including modifying,

adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all) and to exercise its rights in relation thereto and neither the entrant nor any third party will be entitled to any fee for such use.

50. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders RWWA's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, RWWA may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
51. RWWA does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Cth) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and RWWA shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. RWWA is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
52. RWWA reserves the right in its sole discretion to disqualify any individual who RWWA has reason to believe has breached any of these conditions, or does not comply with Government Directions (as amended from time to time) or the RWWA Rules of Harness Racing, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. RWWA's legal rights to recover damages or other compensation from such an offender are reserved.
53. All entries become the property of RWWA. RWWA collects personal information about each entrant for the purposes of conducting this promotion and will be stored on RWWA's database.
54. RWWA will collect an entrant's contact details in order to include you in this promotion. Entry constitutes an entrant's consent to receive promotional emails from The Trots WA. An entrant has the option to decline promotional messages by clicking the unsubscribe link on the received email, or by emailing "unsubscribe" to owner@rwwa.com.au
55. RWWA may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By entering entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact RWWA on their details set out below. Any request to update, modify or delete the entrant's details should be directed to RWWA.
56. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions.

57. RWWA is not bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth), but its privacy policy is located at <https://www.rwwa.com.au/privacy-policy>.
58. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize.