

TAB Trade Incentive Terms & Conditions ("Conditions of Entry")

Promotion	Punter Championships Trade Incentive – NSW and ACT	
Promoter	Tabcorp Holdings Limited ABN 66 063 780 709 of 727 Collins Street, Melbourne VIC 3000	
Promotional Period	Start Date: 4 February 2019 at 12.01 am End Date: 16 March 2019 at 11.59pm	
Eligible Participants	<ul style="list-style-type: none"> • Entry is open to TAB agencies and Licensed Venues with TAB facilities in NSW and ACT ("Venues"). • Other than the Venues (as defined below) the directors, officers and employees of the Promoter and its related bodies corporate and their immediate families and any of the Promoter's contractors associated with this Promotion and their immediate families are not eligible to participate in this Promotion. • If a person is identified as an excluded person, the Promoter reserves the right to refuse to allow the person to take part in the Promotion, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so. 	
How to enter	<p>Eligible Participants who satisfy the following criteria (each, an "Eligible Entrant") will be entered into the Promotion:</p> <ol style="list-style-type: none"> 1. Nominations: 4 February 2019 – 14 February 2019: <ol style="list-style-type: none"> a. Venues who receive an email invitation from the Promoter must accept the invitation to participate by replying to the email indicating their acceptance by 11.59pm on 14 February 2019. 2. Competition: 15 February 2019 – 16 March 2019: <ol style="list-style-type: none"> a. Each venue will compete within their appointed league (as emailed to each opted-in Venue by 15 February 2019). b. The Venue in each League with the highest year on year % increase in racing turnover (calculated from both digital and cash bets) between 15 February 2019 and 16 March 2019, as measured against the Venue's racing turnover for the period 16 February 2018 to 17 March 2018 will be declared the Winner. If Venues within a League tie for highest year on year % increase, the Venue with the largest increase in dollar value will be declared the Winner. 	
Number of entries	Eligible Participants may enter the Promotion once.	
Prize	<ul style="list-style-type: none"> • Each Winner will in a Prize as set out below. • The value of the total prize pool is \$8,190.00 	
Prize Description	Value (per prize)	Conditions
2 x tickets into the Tabcorp Marquee on Schweppes All Aged Stakes Day at Royal Randwick on 20 April 2019.	Each Prize is valued at \$630.00	<ul style="list-style-type: none"> • Each Winner is responsible for all associated costs with the Prize, including any other ancillary costs. • The Prize is not transferable, substitutable or exchangeable (including any unused portion). • Both the winner and their guest(s) (where applicable) must be over the age of 18 and must not be an Excluded Person. • Prize values are GST inclusive, are in Australian dollars and are the recommended retail values as provided by the supplier (or an appropriate estimate of such value) and are correct at time of printing. • If any part of the prize is not available for any reason, the Promoter reserves the right to substitute that part of the prize for something similar in value subject to regulatory approval.
Notification of prize winners	<ul style="list-style-type: none"> • At or about the applicable time specified in 'Key Dates' below, the Winner/s and (if applicable) Unclaimed Prize Winner/s will be notified as required via the email address and/or phone number provided by them. • The details of the Winner/s and Unclaimed Prize Winner/s (if applicable) may be published on MyTAB, https://mytab2.tabcorp.com.au 	
Unclaimed prizes or ineligible Winners	<ul style="list-style-type: none"> • In the event that for any reason whatsoever a Winner does not accept a Prize (including if the Promoter is not able to successfully get in contact with the Winner) by the applicable time specified in 'Key Dates' below or if the Winner is determined to not be an Eligible Participant or to not be entitled to the prize pursuant to these Conditions of Entry, then the Prize will be forfeited by the Winner and the first selected Reserve Entrant will be deemed to be the winner of the relevant prize ("Unclaimed Prize Winner"). Where there are multiple Winners that forfeit a prize, the prizes will be allocated to Reserve Entrants from highest value to lowest value in the order that the Reserve Entrants were drawn. In the event that for any reason whatsoever the Unclaimed Prize Winner does not accept the Prize (including if the Promoter is not able to successfully get in contact with them) by the applicable time specified in 'Key Dates' below or if the Unclaimed Prize Winner is determined to not be an Eligible Participant or to not be entitled to the prize pursuant to these Conditions of Entry, then the Prize will be forfeited by the Unclaimed Prize Winner and no replacement prizes will be awarded. 	
Key Dates	<p>Time of Draw: 19th March 2019 at 4pm. Time of notification of Winner/s: 20th March 2019 at 5pm. Time by which Winner must accept prize: 27th March 2019 at 5pm. Time of notification of Unclaimed Prize Winner: 28 March 2019 at 5pm. Time by which Unclaimed Prize Winner must accept prize: 3rd April 2019 at 5pm.</p>	

General Terms and Conditions

Any person entering this promotion (“you”) acknowledge and agrees that you have read these Conditions of Entry and that by entering the Promotion you are deemed to have accepted these Conditions of Entry.

1. Taxes

Any taxes which may be payable as a consequence of the Winner or Unclaimed Prize Winner receiving the Prize are the sole responsibility of the Winner/Unclaimed Prize Winner. The Promoter encourages the Winner to seek independent financial and tax advice.

2. Exclusion of Liability

- a. Whilst the Promoter will use all reasonable endeavours to arrange the delivery of the Prize, by entering this Promotion, a Winner/Unclaimed Prize Winner acknowledges that circumstances beyond the control of the Promoter may prevent the delivery of the Prize (including the failure by the Winner/Unclaimed Prize Winner to notify the Promoter of any change to their delivery details). In such circumstances where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed by the Winner’s negligence, fraud or misconduct, the Promoter may (if circumstances permit) re-deliver the Prize to the Winner.
- b. To the extent permitted by law, the Promoter is not liable for any loss, including, but not limited to, direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission, deliberate or negligent, by the Promoter or their servants or agents, in connection with this Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to a Winner or Unclaimed Prize Winner.
- c. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that you might have that are not able to be excluded under applicable Australian consumer protection laws.

3. Use of Personal Information / Marketing

- a. The Promoter complies with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- b. Any entries become the property of the Promoter. Any information provided will be used by the Promoter for the purpose of conducting this Promotion.
- c. The Promoter may disclose your personal information to its contractors and agents to assist in conducting this Promotion or communicating with you.
- d. By entering the Promotion, you consent to your personal information being collected, used and disclosed by the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion, and business partners for any promotional activities, including your personal participation in reasonable promotional activities as requested by the Promoter, and any marketing and publicity purposes without any further reference, payment or other compensation to you.
- e. Your consent includes authorising the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send you future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- f. You consent to the notification of your personal information to any relevant regulator or state or territory department where required by law to do so. Your personal information may be disclosed to State and Territory lottery departments and Winner’s names published as required under the relevant lottery legislation. The Promoter will use reasonable endeavours to provide you reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation. A request to access, update or correct any personal information should be directed to the Promoter.
- g. You consent to the publication of their name and suburb of residence (however their full address will not be published) and agree to participate in reasonable Promotion activities as requested by the Promoter without any further payment or compensation.
- h. You understand and accept the Promoter’s Privacy Policy located on the Promoter’s website, www.tab.com.au.

4. General

- a. The Promoter, its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:

- i. any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
 - ii. any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by the Prize or resulting from acceptance, possession, use, or misuse of the Prize, or from participation in the Promotion or downloading material from tabrewards.com.au or tab.com.au or tab.ubet.com; or
 - iii. any printing or typographical errors in any materials associated with the Promotion.
- b. The Promoter reserves the right to:
 - i. conduct a review of publicly available information and other information available to the Promoter in relation to the Winner, Unclaimed Prize Winner and, if applicable, their guest/s (which may include politically-exposed person, public record, social media, adverse media and other background checks) for the purpose of assessing the honesty and integrity of the relevant Winner, Unclaimed Prize Winner and, if applicable, their guest/s.
 - ii. cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention, or other causes beyond the reasonable control of the Promoter;
 - iii. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
 - iv. disqualify any Eligible Participant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;
 - v. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
 - vi. request a Winner or Unclaimed Prize Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.
- c. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, systems failures, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoter may in its absolute discretion cancel the Promotion or part of the Promotion and recommence it from the start on the same conditions subject to Australian law.
- d. By entering this Promotion, you acknowledge that it is a condition of accepting the Prize that they may be required to sign a legal release in a form reasonably determined by the Promoter.
- e. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter will make a decision regarding such situation. You will have the right to request an internal review of the Promoter's decision. Subject to any regulator direction to the contrary, the decision of the internal review will be final and binding.
- f. In the event that a Winner or Unclaimed Prize Winner is identified as being in breach of these Terms and Conditions (the "*Refused Winner*"), the Promoter reserves the right to refuse to allow the Winner to take part in, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.