

TAB Trackside Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	TAB Trackside Text To Win Consumer Promotion			
Promoter:	TABCORP HOLDINGS LIMITED ABN 66 063 780 709, 727 Collins Street, Melbourne VIC 3008.			
Promotional Period:	Start date: 07/09/18 at 07:00 am AEDT End date: 04/10/18 at 11:59 pm AEDT			
Eligible Participant:	<p>Entry is only open to Australian residents who are 18 years and over.</p> <p>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.</p> <p>Excluded Persons are not eligible to participate in this Promotion. "Excluded Persons" means any person identified as a minor, a self-excluded patron or an involuntarily excluded patron. 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.</p>			
How to Enter:	<p>Eligible Participants who satisfy the following criteria (each, an "Eligible Entrant") during the Promotional Period will be entered into the Promotion:</p> <p>a) visit a Participating TAB Retail venue (any TAB retail venue in NSW, VIC or the ACT displaying advertising for this Promotion), watch the Trackside screen and view the promotional advert carrying a daily SMS code; and</p> <p>b) send an SMS to the standard mobile number, 0488 098 098, containing their personal details (first name, last name) and the correct daily code (in that order with a space between each item).</p> <p>For clarity, a correct code word for the day of entry must be submitted to be an Eligible Entrant.</p> <p>SMS entry cost will vary depending on the mobile network used but will not exceed 55c. SMS entries via the Internet are ineligible.</p>			
Entries permitted:	<p>Eligible Entrants may enter the Promotion a maximum of five (5) times per day.</p> <p>Eligible Entrants are eligible to win a maximum of one (1) daily draw prize and the major prize. By completing the entry method, the entrant will receive one (1) entry into the daily prize and major prize draw.</p>			
Conduct of Major Prize Draw:	<ul style="list-style-type: none"> All Eligible Entrants will enter the Prize Draw which will be conducted at SL Interactive, 1/22 Buchanan Road, Brooklyn, VIC 3012 at 2:30pm (AEDST) on 8 October 2018 and one (1) Eligible Entrant will be selected by way of a random number generator. The first Eligible Entrant selected will be the Major Prize winner ("Major Prize Winner"). 			
Conduct of Daily Prize Draw:	<ul style="list-style-type: none"> All Eligible Entrants will enter a Daily Prize Draw which will be conducted at SL Interactive, 1/22 Buchanan Road, Brooklyn, VIC 3012 at 2:30pm (AEDST) each Friday from 14 September 2018 to 5 October 2018 and the first ten (10) Eligible Entrants for each day (subject to Promotion start time, 12am – 11.59pm AEDT) of the Promotional Period will be selected by way of a random number generator. The first ten (10) Eligible Entrants selected in each Daily Prize Draw will be the daily winners ("Daily Winners"). Non-winning entries in each Daily Prize Draw will not be entered into any subsequent Daily Prize Draw/s but will be entered into the Major Prize Draw. 			
Total Prize Pool:	up to AUD \$58,966			
Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions

<p>Major Prize:</p> <p>The prize is a new Audi A3 1.4 Sports Back 2018 with automatic transmission, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State).</p>	1	Up to AUD\$44,966.00	Major Draw: - 08/10/18 at 02:30 pm AEDT	<p>The colour of the vehicle will be determined by the Promoter depending on availability at the time of winning.</p> <p>The winner must collect the prize from their nearest authorised Audi dealership.</p> <p>Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.</p> <p>If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion</p>
<p>Daily Draw Prize: The prize is an AUD\$50 fuel gift card.</p>	280	AUD\$50.00	<p>Daily Winners: computerized random selection based on the below:</p> <p>Set 1 Daily Draws for entries received: 07/09/18 to 13/09/18 will be drawn on 14/09/18 at 02:30 pm AEDT</p>	<p>Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</p>

			<p>Set 2 Daily Draws for entries received: 14/09/18 to 20/09/18 will be drawn on 21/09/18 at 02:30 pm AEDT</p> <p>Set 3 Daily Draws for entries received: 21/09/18 to 27/09/18 will be drawn on 28/09/18 at 02:30 pm AEDT</p> <p>Set 4 Daily Draws for entries received: 28/09/18 to 04/10/18 will be drawn on 05/10/18 at 02:30 pm AEDT</p>	
Winner notification:	Both the Daily Winners and Major Prize Winner will be contacted by phone and SMS within two (2) business days of the draw. Both the Daily Winners and Major Prize Winner will be published at https://tabtrackside.com.au/ within 5 days of the relevant draw. The Major Prize Winner will also be published in The Australian on 12/10/18.			
Unclaimed Prizes:	Prize(s) must be claimed by 11/01/19 at 02:30 pm AEDST. In the event of an unclaimed prize, the prize will be redrawn on 14/01/19 at 02:30 pm AEDST at SL Interactive, 1/22 Buchanan Road, Brooklyn, VIC 3012. The winners of the redraw will be notified by phone and SMS within two (2) business days of the redraw. The re-draw winners will be notified publicly (and their details published) at https://tabtrackside.com.au/ and the Major Prize Winner (from the re-draw) published in The Australian on 21/01/19.			

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 (including use of a Prize), 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 your name and suburb of residence (however your 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. The Privacy Policy also contains information about how Eligible Participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. The Promoter will not disclose Eligible Participants' personal information to any entity outside of Australia.
- i. You consent to the Promoter using your name, likeness, image and/or voice in the event you are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

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
 - 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. in its sole and unfettered discretion, disqualify a Winner and/or Unclaimed Prize Winner, where any check referred to in paragraph 4(b)(i) returns an adverse outcome;
 - iii. 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, subject to any written directions from a regulatory authority;
 - iv. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
 - v. 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;
 - vi. cancel, terminate, modify or suspend the Promotion subject to any written directions given by any relevant government or regulatory authority to do so;
 - vii. request a Winner or Unclaimed Prize Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address; and
 - viii. at any time, verify the validity of entries and Eligible Participants (including an Eligible Participant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, tampered with the entry process including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

- 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, subject to any written directions from a regulatory authority.
- 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.
- g. Incomplete, indecipherable or illegible entries will be deemed invalid.
- h. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- i. If for any reason a winner does not take or claim a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- j. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
- k. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

Authorised under Permits:

ACT Permit Number: TP 18/01407

NSW Permit Number: LTPS/18/26459