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# Terms and Conditions

## Trackside/ALH campaign – TAB experience and Prize giveaway

### 1. General Entry

- 1.1 Information on how to enter the Trackside “TAB experience and Prize giveaway” promotion (the **Promotion**) form part of these terms and conditions (the **Terms and Conditions**).
- 1.2 The promoter is Tabcorp Holdings Limited ABN 66 063 780 709 of 5 Bowen Crescent, Melbourne Victoria 3004 (**Promoter**).
- 1.3 Only persons who fulfil the following criteria are eligible to receive the opportunity to enter the Promotion:
  - (a) Victorian residents who are aged 18 years or over and who are not excluded (whether self-excluded or otherwise) from the Promoter’s products or services or venues at which the Promotion takes place;
  - (b) who, during the Promotion Period, place a minimum \$10 wager (single tickets only) on Trackside at a Victorian ALH licensed venue (**Participating Venue**) and that wager is a winning Trackside Wager (**Valid Trackside Wager**);
  - (c) who are not excluded from this promotion by reason of paragraph 1.5; and
  - (d) who satisfy the entry requirements for this Promotion and who are not prohibited from participating in the Promotion under or by virtue of any relevant law, regulation or rule,(each an **Eligible Participant**).
- 1.4 A list of the Participating Venues is available at [www.tabtrackside.com.au](http://www.tabtrackside.com.au) throughout the Promotion Period.
- 1.5 By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions and agrees that the decision of the Promoter on all matters relating to this Promotion will be final and binding.
- 1.6 The following people are not eligible to participate in the Promotion:
  - (a) anyone who is not an Eligible Participant;
  - (b) directors, officers and employees of the Promoter and its related companies;
  - (c) directors, officers and employees of contractors to the Promoter; and
  - (d) immediate family of any person covered by paragraph (b) or (c).

For the purpose of these Terms and Conditions “immediate family” means a spouse (including de facto), parent, child, grandparent, sibling or stepchild.

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## 2. Term of Promotion

The Promotion commences at 09.00am (AEDT) on Monday, 6<sup>th</sup> July 2015 and ends at 11.59pm (AEDT) on Sunday, 2<sup>nd</sup> August 2015 (**Promotion Period**).

## 3. How to Enter

- 3.1 To enter the Promotion an Eligible Participant must during the Promotion Period:
- (a) place a Valid Trackside Wager;
  - (b) insert their full name, date of birth and contact details including name, address and telephone number on the back of their Valid Trackside Wager ticket; and
  - (c) place their Valid Trackside Wager ticket into the allocated Promotion entry box at the same Participating Venue from which they purchased their Valid Trackside Wager.
- 3.2 Although there is no limit to the number of entries per Eligible Participant per Participating Venue, each Valid Trackside Wager entitles an Eligible Participant to one (1) opportunity to enter the Promotion.
- 3.3 Losing Trackside tickets, incomplete, indecipherable, or illegible entries will be deemed invalid and will be rejected. The Promoter reserves the right to disqualify any entry where it reasonably suspects that such materials are prohibited by these Terms and Conditions, any relevant law, or are otherwise deemed inappropriate. This is at the Promoter's absolute discretion and discussions will not be entered into.
- 3.4 The Promoter reserves the right to disqualify any entry that the Promoter considers is offensive, indecent, obscene, defamatory, racist, not in good taste, in breach of any law or regulation or in breach of any intellectual property rights of a third party (including trademarks/copyright infringement). This is at the Promoter's absolute discretion and discussions will not be entered into.
- 3.5 The Promoter is not responsible for any technical malfunction of any communications network or any lost, late, delayed, ineligible, incomplete, corrupted or misdirected entries, howsoever caused.

## 4. Prize

- 4.1 There are a total of 86 minor prizes, comprising:
- (a) 50 x LG LED 42" televisions, each valued at \$1,050 RRP (**Television**); and
  - (b) 36 x \$100 eftpos gift cards valued at \$100 each (**Gift Card**),

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(together, the **Minor Prize**).

4.2 A total of one (1) major prize will be awarded, consisting of a “TAB Experience” and VIP treatment at a Participating Venue nominated by the Promoter for the major prize winner and 20 guests aged 18 years or over valued at \$8,000 (the **Major Prize**).

4.3 **Prize** means the Major Prize and the Minor Prize.

## 5. Prize Draws

### *Minor Prize Selection*

5.1 On Monday, 3<sup>rd</sup> August 2015 at 4PM (AEDT) (or as soon as possible after this time), each Participating Venue:

(a) outlined in paragraph 11.1 below will conduct a Minor Prize draw at the venue for a Television; and

(b) outlined in paragraph 11.2 below will conduct a Minor Prize draw at the venue for a Gift Card,

(together, the **Minor Prize Draw**).

Each Participating Venue will randomly draw one (1) Valid Trackside Wager from the entries submitted at that venue as the minor prize winner (**Minor Prize Winner**) and notify the Promoter of the Minor Prize Winner’s details.

5.2 Only Valid Trackside Wagers submitted at a Participating Venue will go into the Minor Prize Draw to be conducted at that venue and be eligible to win a Minor Prize.

5.3 The Promoter will contact the Minor Prize Winners by telephone and email (using the contact details provided on the back of their Valid Trackside Wager ticket) by 5PM (AEDT) on Wednesday, 5<sup>th</sup> August 2015, to notify them of their win.

5.4 The Minor Prize winner’s name will be made available at [www.tabtrackside.com.au](http://www.tabtrackside.com.au) for a period of 28 days, commencing on the day after the Minor Prize Draw.

5.5 If a Minor Prize Winner is not properly identified or ineligible, the Minor Prize Winner will be deemed to have forfeited any entitlement to a Minor Prize.

### *Major Prize Draw*

5.6 At 3pm (AEDT) on Monday, 3<sup>rd</sup> August 2015, the Promoter will randomly select one (1) Participating Venue from all Participating Venues to conduct the Major Prize draw (the **Selected Venue**).

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- 5.7 The Promoter will, as soon as reasonably practicable, notify the Selected Venue that it has been selected to conduct the Major Prize draw at the Selected Venue.
- 5.8 On Monday, 3<sup>rd</sup> August 2015 at 4PM (AEDT) (or as soon as possible after this time), the Selected Venue will conduct the Major Prize draw at the venue (**Major Prize Draw**) and randomly draw one (1) Valid Trackside Wager from the entries submitted at that venue as the major prize winner (**Major Prize Winner**) and notify the Promoter of the Major Prize Winner's details.
- 5.9 Only Valid Trackside Wagers submitted at the Selected Venue will go into the Major Prize Draw to be conducted at that venue and be eligible to win the Major Prize.
- 5.10 The Promoter will contact the Major Prize Winner by telephone or email (using the contact details provided on the back of their Valid Trackside Wager ticket) by 5PM (AEDT) on Wednesday, 5<sup>th</sup> August 2015, to notify them of their win.
- 5.11 The Major Prize winner's name will be made available at [www.tabtrackside.com.au](http://www.tabtrackside.com.au) for a period of 28 days, commencing on the day after the Major Prize draw.

#### *Unclaimed Prize Determination*

- 5.12 If for any reason a Prize remains unallocated, unclaimed or forfeited by 4:59PM (AEDT) on Monday, 10<sup>th</sup> August 2015, then an unclaimed prize selection will be conducted at 4PM (AEDT) on Tuesday, 11<sup>th</sup> August 2015 in the same manner and at the same place as the original Major Prize Draw or Minor Prize Draw (**Unclaimed Prize Selection**).
- 5.13 For the purposes of the Unclaimed Prize Selection, the entries of all Eligible Participants (except for the Major Prize Winner and/or Minor Prize Winner) received at the Participating Venue where there is an unclaimed Prize will be eligible and the Promoter will select one (1) entry from the entries received at that venue to be the winner of the Unclaimed Prize Selection (the **Supplementary Winner**).
- 5.14 The Supplementary Winner will be notified by email or telephone using the details supplied on the entry form within 2 days of the Unclaimed Prize Selection. The Supplementary Winner's details will also be published on [www.tabtrackside.com.au](http://www.tabtrackside.com.au).
- 5.15 In the event of an Unclaimed Prize Selection, all references to "Winner" in these Terms and Conditions will, where appropriate, be read as references to the "Supplementary Winner".

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## *Prize Delivery*

5.16 Delivery of a Prize will be as follows:

- (a) The Minor Prize must be collected by the Minor Prize Winner from the relevant Participating Venue within 28 days after the Major Prize Draw. Valid photo ID must be produced by the Minor Prize Winner.
- (b) The Major Prize is to be collected by the Major Prize Winner from the Selected Venue on Saturday, 15<sup>th</sup> August 2015. The time of collection will be agreed between the Major Prize Winner, the Selected Venue and the Promoter. The date of collection may change if agreed between the Major Prize Winner, the Selected Venue and the Promoter. Valid photo ID must be produced by the Major Prize Winner.

## **6. Prize Specific Conditions**

- 6.1 The Prize must be taken as offered and cannot be varied or redeemed for cash. The Prize value is GST inclusive, is in Australian dollars, is the recommended retail value as provided by the supplier and is correct at time of printing of these Terms and Conditions
- 6.2 The Gift Card may not be used for gambling services;
- 6.3 The Major Prize Winner's 20 guests must each be aged 18 years or over.
- 6.4 If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute that Prize with a prize to the equal value and/or specification.
- 6.5 The Prize must be used in accordance with these Terms and Conditions and with the terms of conditions of the third party supplier, including any expiry dates and card activation requirements.

## **7. Taxes and Costs**

- 7.1 Any taxes which may be payable as a consequence of a Major Prize or Minor Prize Winner receiving that Prize are the sole responsibility of that Winner. The Promoter accepts no responsibility for any tax implications that may arise from any Major Prize or Minor Prize winnings. Independent financial and tax advice should be sought by that Winner.
- 7.2 All other costs associated with the Prize including, but not limited to, insurance and other ancillary costs, are the responsibility of the Major Prize Winner or Minor Prize Winner (as applicable).

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## **8. Exclusion of Liability**

- 8.1 Whilst the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with paragraph 0, by entering this Promotion the Major Prize Winner and Minor Prize Winner acknowledge that circumstances beyond the control of the Promoter may prevent the delivery of the Prize by that date, or at all. 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 Major Prize or Minor Prize Winner's negligence, fraud or misconduct, the Promoter may (if the circumstances permit) make alternative arrangements for delivery of the Prize to that Winner.
- 8.2 Nothing in these Terms and Conditions affects, or is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.
- 8.3 To the extent permitted by law, the Promoter, its employees, officers, agents, and its parent companies and subsidiaries are not responsible for and shall not be liable for:
- (a) any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
  - (b) any injuries, losses (including, but not limited to, direct, consequential (including economic) or indirect loss or loss of profits), or damages of any kind by reason of any act or omission deliberate or negligent or caused by the Prize or acceptance, possession, use, or misuse of the Prize, or from participation in the Promotion or downloading material from [tab.com.au](http://tab.com.au) or [tabtrackside.com.au](http://tabtrackside.com.au) or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to a Major Prize or Minor Prize Winner; or
  - (c) any printing or typographical errors in any materials associated with the Promotion.

## **9. Use of Personal Information / Marketing**

- 9.1 The Promoter complies with the National Privacy Principles contained in the *Privacy Act 1988* (Cth).
- 9.2 Any information that Eligible Participants provide will be used by the Promoter for the purpose of conducting the Promotion.
- 9.3 The Promoter may disclose Eligible Participants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with Eligible Participants.

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- 9.4 By entering the Promotion, Eligible Participants consent to their 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 the Eligible Participant's 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 the Eligible Participant.
- 9.5 An Eligible Participant's consent includes authorising the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send the Eligible Participant future electronic messages including, but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- 9.6 Eligible Participants' personal information may be disclosed to State and Territory lottery departments and Major Prize and Minor Prize Winners' names published as required under the relevant lottery legislation. The Promoter will use reasonable endeavours to provide the Eligible Participant reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation.
- 9.7 A request to access, update or correct any personal information should be directed to the Promoter at its address set out in paragraph 1.2 of these Terms and Conditions.
- 9.8 For more information, refer to the Promoter's Privacy Policy located on the Promoter's website [www.tab.com.au](http://www.tab.com.au)

## **10. General Conditions**

- 10.1 The Promoter reserves the right, in its sole discretion, to:
- (a) 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; unauthorized human intervention; or other causes beyond the reasonable control of the Promoter;
  - (b) 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;
  - (c) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; or
  - (d) request a Major Prize and/or Minor Prize Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.

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- 10.2 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, 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.
- 10.3 By entering this Promotion, Eligible Participants acknowledge that it is a condition of accepting a Prize that they may be required to sign a legal release in a form determined by the Promoter and agreed to by the Winner, acting reasonably.
- 10.4 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. In such circumstances the Promoter's decision will be final and binding, and no correspondence will be entered into.
- 10.5 In the event that the Winner is identified as a minor, self-excluded patron, involuntarily excluded patron or any other person who is in breach of these Terms and Conditions, 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.



**11. Participating Venues for Minor Prize Draw**

11.1 The following venues are each a Participating Venue under paragraph 5.1(a) above for the purposes of conducting a Minor Prize Draw for a Television:

KEYSBOROUGH HOTEL
DONCASTER INN
FOUNTAIN GATE TAVERNER
WALTZING MATILDA HOTEL
PRINCE MARK HOTEL
EXCELSIOR HOTEL/MOTEL
BAYSWATER HOTEL
BUNDOORA TAVERNER
BURVALE HOTEL
HARRISFIELD - SANDOWN PARK HOTEL
REX HOTEL
SEAFORD TAVERNER
POWELL HOTEL
PLOUGH HOTEL
STAMFORD HOTEL
MANHATTAN HOTEL
GLENGALA HOTEL
CENTURY CITY WALK
SANDRINGHAM HOTEL
ST ALBANS HOTEL
PASCOE VALE HOTEL
CRAMERS HOTEL
OAKLEIGH - OAKLEIGH JUNCTION HOTEL
BLUE BELL HOTEL
SYLVANIA HOTEL
ASHLEY HOTEL
COOLAROO TAVERNER
SANDBELT CLUB HOTEL
MEADOW INN HOTEL
VEGAS AT WAVERLEY GARDENS
CHERRY HILL TAVERN
RIFLE CLUB
CHELSEA HEIGHTS HOTEL
CROXTON PARK HOTEL
MAC'S HOTEL - MELTON
SPRINGVALE NORTH - THE VALE HOTEL
DONCASTER - SHOPPINGTOWN HOTEL
MATTHEW FLINDERS TAVERNER
HIGHPOINT TAVERNER
WESTSIDE TAVERNER
ALBION CHARLES HOTEL
MANNINGHAM HOTEL
PALACE HOTEL - CAMBERWELL
HALLAM TAVERNER
TUDOR INN
BOUNDARY TAVERNER
CLUB HOTEL - FERNTREE GULLY
VILLAGE GREEN HOTEL
SUNSHINE - WESTEND MARKET HOTEL
ROYAL HOTEL - ESSENDON

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- 11.2 The following venues are each a Participating Venue under paragraph 5.1(b) above for the purposes of conducting a Minor Prize Draw for a Gift Card:

BLACKBURN HOTEL
COURTHOUSE HOTEL - FOOTSCRAY
MORELAND HOTEL
DEER PARK HOTEL
THE NU HOTEL
ELTHAM HOTEL
MITCHAM HOTEL
WERRIBEE PLAZA TAVERN
YORK ON LILYDALE TAVERNER
LYNDHURST CLUB HOTEL
PRESTON HOTEL
ELSTERNWICK HOTEL
ROYAL OAK HOTEL - RICHMOND
SANDS HOTEL - CARRUM DOWNS
ROYAL TAVERNER HOTEL
FIRST AND LAST HOTEL
WHEELERS HILL HOTEL - GAMING
COMMERCIAL TAVERNER
BERWICK INN HOTEL
OLINDA CREEK HOTEL
MOUNTAIN VIEW HOTEL - GLEN WAVERLEY
WESTMEADOWS TAVERN
SOMERVILLE HOTEL
COMMERCIAL HOTEL - SOUTH MORANG
ROSE SHAMROCK HOTEL
MORWELL HOTEL
ROYAL HOTEL - SUNBURY
ACES SPORTING CLUB
GATEWAY HOTEL - CORIO
PIER HOTEL - FRANKSTON
VICTORIA INN
YOUNG AND JACKSON - MELBOURNE
BATMAN'S HILL ON COLLINS
MONASH HOTEL
FERNTREE GULLY HOTEL
YARRA VALLEY COUNTRY CLUB