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**Terms and Conditions**  
**Trackside SEN 'off the bench' Live Race Call 2014**

**1. General Entry**

- 1.1 Information on how to enter the "Trackside SEN 'off the bench' Live Race Call" (the **Promotion**) forms 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 Entry is open Victorian residents who are aged 18 years or over, satisfy the entry requirements stated in these Terms and Conditions and are not prohibited from participating in the Promotion under or by virtue of any relevant law, regulation or rule and has not been excluded (whether self-excluded or otherwise) (**Eligible Participant**).
- 1.4 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.
- 1.5 The following people are not eligible to participate in the Promotion:
- (a) anyone who is not an Eligible Entrant;
  - (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 and stepchild.

**2. Term of Promotion**

The Promotion commences 9.00am (AEST) on Saturday, 23<sup>rd</sup> August 2014 and ends at 10.59am (AEST) on Saturday, 30<sup>th</sup> August 2014 (**Promotion Period**). Entry is only open on each Saturday of the Promotion Period in accordance with clause 3.

**3. How to Enter**

- 3.1 To enter, an Eligible Participant must :
- (a) listen to the 'Off the bench' segment on SEN Radio between 9.00am and 10.59am on Saturday, 23<sup>rd</sup> August 2014 or Saturday, 30<sup>th</sup> August 2014 (each a **Call-in-Day**) for their cue to call;
  - (b) call SEN Radio when the cue to call is given and participate in the skill based task set by the SEN radio announcer on air (for example, providing a response to a question, singing a song, telling a story) (**Performance**);
- (**Eligible Entrant**).
- 3.2 Only one (1) entry into the Promotion per Eligible Participant is permitted. An Eligible Entrant can only win once during the Promotional Period.

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- 3.3 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. If in the course of a telephone call related to participation in the Promotion, the telephone line drops out or breaks up the Promoter may proceed to another caller. In such event, the Promoter will not be responsible for the awarding of any prize to the caller whose line dropped out or disconnected for whatever reason.
- 3.4 All entries including a Performance become the property of the Promoter. The Promoter may use an Eligible Participant's Performance for any commercial purpose, including future promotional marketing and publicity purposes.

#### 4. Selection of Winners

- 4.1 On each Call-in-Day, the SEN Radio announcer will on behalf of the Promoter judge and select the top 6 best Performances of that Call-in-Day having regard to the originality, uniqueness and creativity of each Performance (the **Set Criteria**). The Promoter's decision is final and no correspondence will be entered into in this regard.
- 4.2 Each Eligible Entrant whose Performance is selected as being one of the top 6 best Performances in accordance with clause 4.1 will be a winner (**Winner**).
- 4.3 There will be 6 Winners on each of the 2 Call-in-Days and 12 Winners in total.
- 4.4 To be eligible to receive a prize, each Winner must provide their name and contact details to the Promoter.

#### 5. Prizes

##### 5.1 The Prize

- (a) Each Winner will win the right to have their name displayed on a randomly allocated runner in the Trackside race to be called live on SEN Radio on Saturday, 6 September 2014 between 9.20am and 9.40am (**Trackside Live Call Race**) and the Promoter will place a \$50 each way bet on the Winner's allocated runner (**Live Call Race Bet**), plus if a Winner's Live Call Race Bet:
- (i) is a winning bet (i.e their allocated runner places first, second or third in the Trackside Live Call Race), that Winner will also receive the relevant dividends (which will be awarded in the form of a cheque) and a \$50 Pancake Parlour voucher; or
- (ii) is not a winning bet (i.e their allocated runner places between fourth to twelfth place (inclusive) in the Trackside Live Call Race), each of those Winners will receive a \$50 Pancake Parlour voucher.
- (the **Prize**).
- (b) The Prize is valued at \$150 (plus the amount of any dividends if applicable). There are a total of 12 Prizes and total Prize value is up to \$4,890.

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## 5.2 Costs

All costs associated with the Prize, including taxes, insurance, and other ancillary costs are the responsibility of each Winner.

## 5.3 Prize Specific Conditions

- (a) The Prize must be taken as offered, cannot be varied, is not exchangeable, transferrable or redeemable for cash.
- (b) Each Winner must advise the Promoter which runner in the Trackside Live Call Race that Winner wants their Live Call Race Bet to be placed on.
- (c) The Prize is subject to the terms and conditions of the Promoter or any third party provider of the Prize.
- (d) In the event that for any reason whatsoever a Winner does not accept the Prize (including if the Promoter is not able to successfully get in contact with the Winner after making all reasonable attempts to do so) for 28 days after the Trackside Live Call Race, then the Prize will be forfeited by that Winner, there will not be any unclaimed Prize determination.

## 6. Prize Winner Notification

Each Winner will be notified that they are a Winner on the relevant Call-in-Day by email or telephone via the contact details provided to the Promoter. Each Winner will also be reminded of the Trackside Live Call Race by telephone on the morning of the Trackside Live Call Race and each Winner whose allocated runner places first, second or third in the Trackside Live Call Race will also be notified by telephone after the Trackside Live Call Race.

## 7. Delivery of Prize

On Saturday, 6 September 2014 between 9.20am and 9.40am, Winners can watch the Trackside Live Call Race via <http://tabtrackside.com.au/live/> or in participating NSW and Victorian venues and listen to live call of the Trackside Live Call Race on SEN Radio. The pancake parlour component of the Prize and any dividends associated with the Prize (if applicable) will be delivered to the Winners within 28 days after the date of Trackside Live Call Race by post to the address provided by the Winner.

## 8. Tax Issues

Any taxes which may be payable as a consequence of the Winner receiving the Prize are the sole responsibility of the Winner. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winners and encourages the Winner to seek independent financial and tax advice.

## 9. Exclusion of Liability

- 9.1 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

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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.

- 9.2 The Promoter is not responsible for any lost, stolen or damaged Prizes. Subject to applicable Australian consumer protection laws, the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Prize (if any).
- 9.3 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.
- 9.4 Printing errors or other quality control matters outside the control of individual players will not be used as the sole basis for refusing to award a Prize.

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

- 10.1 The Promoter complies with the National Privacy Principles contained in the Privacy Act 1988 (Cth).
- 10.2 Any information Eligible Participants provide will be used by the Promoter for the purpose of conducting this Promotion.
- 10.3 The Promoter may disclose Eligible Participants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with Eligible Participants.
- 10.4 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.
- 10.5 Each Eligible Participant consents to the Promoter using (or permitting authorised third parties to use) the Eligible Participant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.
- 10.6 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.
- 10.7 Each Eligible Participant consents to the content of their entry and any telephone entries or other call with the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion being recorded, broadcast and published online by the Promoter or its agents, affiliates, related business companies, other companies associated with this Promotion without payment.

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- 10.8 Eligible Participants' personal information may be disclosed to State and Territory lottery departments and 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. 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.
- 10.9 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)

## **11. General Conditions**

- 11.1 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, 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 [tab.com.au](http://tab.com.au); or
  - (c) any printing or typographical errors in any materials associated with the Promotion.
- 11.2 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 engages in offensive, illegal or objectionable conduct in respect of this Promotion;
  - (c) 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;
  - (d) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
  - (e) request a Winner provide proof of age, identity or proof of residency at the nominated prize delivery address.
- 11.3 In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders it's determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, 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.

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- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 The laws of the state of Victoria govern the Promotion.