
Terms and Conditions

Win a share in a Trackside runner

1. General Entry

- 1.1 Information on how to enter the Trackside “win a share in a Trackside runner” 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 and New South Wales residents who are aged 18 years or over;
 - (b) who during the Promotion Period place a wager on Trackside (ie purchase a Trackside ticket on any Trackside race from a Victorian or NSW TAB Agency or Licensed Venue) and that wager is a winning Trackside wager (**Valid Trackside Wager**);
 - (c) who are not excluded from this promotion by reason of clause 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 (**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 09.00am (AEDT) on Monday, 1st December 2014 and ends at 11.59am (AEDT) Monday, 19th January 2015 (**Promotion Period**).

3. How to Enter

- 3.1 **This is a game of skill and chance plays no part in determining the winner.** Each entry will be judged based on the uniqueness and creativity of the Creative Response (as defined in clause 3.2(b)).
- 3.2 To enter the Promotion an Eligible Participant must during the Promotion Period visit www.tabtrackside.com.au (**Website**) and follow the prompts under the “promotions” tab of the Website to complete the online entry form and submit:
- (a) their winning Trackside ticket game date, game number and 18 digit number (unique 18 digit number that appears under the words ‘Accrued Total’ on the winning Trackside ticket);
 - (b) a unique and creative response to ‘*my favourite time to play Trackside is*’ (**Creative Response**); and
 - (c) all required contact details including full name, date of birth, address, email and telephone number.
- 3.3 An Eligible Participant who complies with clause 3.2 is an **Eligible Entrant**.
- 3.4 Each Valid Trackside Wager entitles an Eligible Participant to one (1) opportunity to enter the Promotion.
- 3.5 For the purposes of this Promotion there will be two separate pools of Eligible Entrants, i.e. one pool comprising Eligible Entrants who placed their Valid Trackside Wager in NSW (**NSW Entries**) and a separate pool comprising Eligible Entrants who placed their Valid Trackside Wager in Victoria (**Victorian Entries**).
- 3.6 There will be 1 prize winner selected from the NSW Entries and 1 prize winner selected from the Victorian Entries each week during the Promotion Period at 4PM (AEDT) on the following dates:
- (a) **1st Winner Selection** - Monday, 8 December 2014;
 - (b) **2nd Winner Selection** - Monday, 15 December 2014;
 - (c) **3rd Winner Selection** - Monday, 22 December 2014;
 - (d) **4th Winner Selection** - Monday, 29 December 2014;
 - (e) **5th Winner Selection** - Monday, 5 January 2015;
 - (f) **6th Winner Selection** - Monday, 12 January 2015; and
 - (g) **7th Winner Selection** - Monday, 19 January 2015

(each a **Winner Selection Date**).

- 3.7 Entries for each Winner Selection Date will close at 11:59AM (AEDT) on that Monday (**Entry Cut-off Period**). Entries received after an Entry Cut-off Period will be eligible for the following week's winner selection and entries received after 11:59AM (AEDT) on Monday, 19 January 2015 will be ineligible.
- 3.8 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.
- 3.9 The Promoter reserves the right to disqualify any entry that the Promoter considers is offensive, indecent, obscene, offensive, 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.
- 3.10 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. Selection of Winners

- 4.1 Each week at 4PM (AEDT) on a Winner Selection Date (as defined in clause 3.6) at the Promoter's Office at 5 Bowen Crescent, Melbourne, the Promoter will judge the Creative Responses received for that week and select 1 winner from the NSW Entries and 1 winner from the Victorian Entries based on the most creative and unique response to '*my favourite time to play Trackside is*' submitted (**Winner**).
- 4.2 There will be 2 Winners (one from the NSW Entries and one from the Victorian Entries) each week for 7 weeks and a total of 14 Winners during the Promotional Period.
- 4.3 The Promoter's decision is final and the Promoter will not enter into any correspondence in relation to the Prize or the Promotion.
- 4.4 After each Winner Selection Date, all entries received for that Winner Selection Date will be cleared.

5. Prize

- 5.1 Each Winner wins:
- (a) the right to select a Trackside runner number of their choice (**Selected Trackside Runner**);

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- (b) a \$50 Win Bet which the Promoter will place for the Winner on their Selected Trackside Runner on each Trackside race between 12-6PM on only (1) one the following dates to be nominated by the Promoter:
- (i) Saturday 13 December 2014;
 - (ii) Saturday 20 December 2014;
 - (iii) Saturday 27 December 2014;
 - (iv) Saturday 3 January 2015;
 - (v) Saturday 10 January 2015;
 - (vi) Saturday 17 January 2015; or
 - (vii) Saturday 24 January 2015
- (each a **Winner Race Date**);
- (c) A 'TRACKSIDE Winners' Table' and VIP treatment between 12-6PM on the Winner Race Date at a TAB venue nominated by the Promoter for the Winner and 5 guests over 18 years of age, (the **Prize**).

5.2 The Prize is subject to the conditions stated in clauses 5.3 and 5.4.

5.3 **Costs**

All other costs associated with the Prize (not mentioned in the Prize inclusions), including but not limited to any taxes, insurance and other ancillary costs are the responsibility of the Winner.

5.4 **Prize Specific Conditions**

- (a) 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.
- (b) The Winner's 5 guests must each be aged over 18 years of age.
- (c) If a Winner's Prize entitles a Winner to any dividends (that is, if a \$50 Win Bet on their Selected Trackside Runner is a winning ticket) those dividends will be awarded to the relevant Winner in the form of a cheque.
- (d) If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize of the equal value and/or specification.

5.5 **Unclaimed Prize Determination**

In the event that for any reason whatsoever a Winner does not accept/claim the Prize by 4.59PM (AEDT) on 21 January 2015 then the Prize will be forfeited by that Winner and there may be an Unclaimed Prize Determination in accordance with clause 12 below.

6. Prize Winner Notification

- 6.1 Each Winner will be notified by telephone or email via the contact details provided within 2 days of the relevant Winner Selection Date to nominate their Trackside runner number of choice and will be advised of their Winner Race Date and venue for the Trackside Winner's table.
- 6.2 If the Winner cannot be contacted, the Promoter will use all reasonable endeavours to notify the Winner until the date by which the Winner must accept/claim the Prize under clause 5.4.
- 6.3 The Winner's details will also be published the day after the relevant Winner Selection Date on www.tabtrackside.com.au

7. Prize Delivery

The Prize will be delivered to the Winner on the Winner Race Date nominated by the Promoter and if Winner's Prize entitles the Winner to any dividends, those dividends will be awarded in the form of a cheque and posted to the relevant Winner to the address provided on the online entry form within 28 days after the end date of the Promotion.

8. Taxes & Costs

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

9. Exclusion of Liability

- 9.1 Whilst the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with clause 7, by entering this Promotion, the Winner acknowledges 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 Winner's negligence, fraud or misconduct, the Promoter may (if the circumstances permit) make alternative arrangements for delivery of the Prize to the Winner.
- 9.2 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.

- 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 the 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 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.
- 10.6 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.
- 10.7 For more information, refer to the Promoter's Privacy Policy located on the Promoter's website 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; 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 its 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.
- 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.

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- 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 **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.

12. Unclaimed Prize Selection

- 12.1 If for any reason whatsoever a Prize remains unallocated, unclaimed or forfeited by 4:59PM (AEDT) on 21 January 2015, then an unclaimed prize selection will be conducted at 4PM (AEDT) on Thursday, 22 January 2015 in the same manner and at the same place as the original Winner Selection Date (**Unclaimed Prize Selection**).
- 12.2 For the purposes of the Unclaimed Prize Selection, the entries of all Eligible Entrants (except for the Winner) from the NSW Entries or Victorian Entries (as applicable) received by the Entry Cut-off Date for the week in which the Prize is unclaimed will be eligible and the Promoter will select the entry of one (1) Eligible Entrant from the entries received for that relevant week based on the most creative and unique Creative Response, to be the winner of the Unclaimed Prize Selection (the **Supplementary Winner**).
- 12.3 The Supplementary Winner will be notified by email or telephone using the details supplied within 2 days of the Unclaimed Prize Selection. The Supplementary Winner's details will also be published on www.tabtrackside.com.au.
- 12.4 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".