
Terms and Conditions

“Trackside Prize Wheel” promotion

1. General Entry

- 1.1 Information on how to enter the “Trackside Prize Wheel” 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 enter the Promotion:
 - (a) Victorian and New South Wales 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, TAB Agencies and licensed venues;
 - (b) who are not excluded from this promotion by reason of clause 1.5; and
 - (c) 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, 2nd March 2015 and ends at 11.59am (AEDT) Monday, 30th March 2015 (**Promotion Period**).

3. How to Enter

- 3.1 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) the daily unique code that is featured on the Trackside game screen during the Promotion Period; and
 - (b) all required contact details including full name, date of birth, address, email and telephone number,
- (Eligible Entrant).**
- 3.2 One entry, per person, per day is allowed. An unrecognised daily unique code will deem the entry invalid.
- 3.3 There will be 1 prize winner randomly selected from all entries received each week during the Promotion Period at 1pm (AEDT) on the following dates:
- (a) **1st Winner Selection** - Monday, 9 March 2015;
 - (b) **2nd Winner Selection** - Monday, 16 March 2015;
 - (c) **3rd Winner Selection** - Monday, 23 March 2015; and
 - (d) **4th Winner Selection** - Monday, 30 March 2015;
- (each a **Winner Selection Date**).
- 3.4 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, 30 March 2015 will be ineligible.
- 3.5 The Promoter reserves the right to disqualify any entry where it reasonably suspects that such entry is 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.
- 3.6 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.

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- 3.7 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 1PM (AEDT) on a Winner Selection Date (as defined in clause 3.3) at the ~~Promoter's~~ [Tabcorp](#) Head Office at 5 Bowen Crescent, Melbourne, the Promoter will randomly select for that week one (1) winner from all of the valid entries received that week (**Winner**).
- 4.2 There will be 1 Winner each week for 4 weeks and a total of 4 Winners during the Promotional Period.
- 4.3 A Winner does not need to attend the Winner Selection Date, but must attend or nominate a proxy to attend the prize wheel spin (as detailed in clause 5.2).
- 4.4 The Promoter's decision is final and the Promoter will not enter into any correspondence in relation to the Prize or the Promotion.
- 4.5 After each Winner Selection Date, all entries received for that Winner Selection Date will be cleared.

5. Prize

5.1 Prize

- (a) Each Winner will receive a prize. Each Winner will have a chance to receive one (1) of the following prizes:
- (i) a 2014 Mazda3 SP25 2.5L Petrol Sedan Manual (colour is subject to availability) valued at \$25,890 including all on-road costs (dealer delivery and statutory charges, 12 months' registration and stamp duty) but excluding comprehensive insurance or any accessories;
 - (ii) a JB HI-FI voucher valued at \$10,000;
 - (iii) a Flight Centre voucher valued at \$5,000;
 - (iv) a Barbeques Galore voucher valued at \$2,500;

(Prize).

The total value of the Prizes available is up to \$43,390.

- (b) The Prize that a Winner receives will be determined by a prize wheel. The prize wheel will be divided into sections and each of the Prizes will be allocated a separate section. A Prize may appear on more than one section of the prize wheel.

5.2 Prize Wheel Spin

- (a) Each Winner will be contacted by the Promoter via phone and e-mail by the “Winner Notification Date” set out in the table below and will be invited to attend a prize wheel spin to be held at either the Promoter’s Sydney office at 680 George Street or Melbourne office at 5 Bowen Crescent on the “Prize Wheel Spin Date” set out in the table below:

Winner	Winner Selection Date (clause 3.3)	Winner Notification Date	Prize Wheel Spin Date
1	Monday, 9 March 2015	Wednesday, 11 March 2015	9AM, Friday, 13 March 2015
2	Monday, 16 March 2015	Wednesday, 18 March 2015	9AM, Friday, 20 March 2015
3	Monday, 23 March 2015	Wednesday, 25 March 2015	9AM, Friday, 27 March 2015
4	Monday, 30 March 2015	Wednesday, 1 April 2015	9AM, Friday, 3 April 2015

- (b) If a Winner cannot attend the Prize Wheel Spin on the date set out in the table above (or such other time/date agreed by the Promoter and the Winner), that Winner may appoint a proxy over 18 years of age to attend the Prize Wheel Spin on the Winner’s behalf. A Winner does not have to attend a Prize Wheel Spin.
- (c) Each Winner (or the Winner’s proxy) must spin the prize wheel once and whichever section the Winner’s spin lands, corresponds to the Prize that the Winner will be awarded.

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) Any ancillary costs associated with redeeming the vouchers/gift cards are not included. Any unused balance of the vouchers/gift cards will not be awarded as cash. Redemption of the vouchers/gift cards is subject to any terms and conditions of the issuer including those specified on the vouchers/gift cards.
- (b) The Prizes may be subject to conditions relating to the use of the Prizes (including validity period) which can be obtained directly from the relevant retailer or issuer of the Prizes.

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- (c) Where the use of the Prize is subject to the terms and conditions of any party other than the Promoter any dispute in relation to those terms and conditions must be directed to that party and the Promoter is not responsible for resolving such disputes.
 - (d) Standard dealer waiting and delivery times for the Mazda3 prize apply.
 - (e) If a Winner wins the Mazda3, the Winner will be responsible for collecting the Prize from a Mazda dealership nominated by the Promoter and for all costs associated with the collection of the Prize.
 - (f) The Prize must be taken as offered and cannot be varied, transferred 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. The Promoter accepts no responsibility for any variation in prize value.
 - (g) If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification, subject to the approval of the relevant state and territory regulatory authority, where required.
 - (h) The Prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.

5.5 Unclaimed Prize Determination

In the event that for any reason whatsoever a Winner does not accept/claim the Prize within 90 days after the Promotion Period, 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 and email via the contact details provided within 2 days of the relevant Winner Selection Date.
- 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 5.5.
- 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 a Winner within 28 days after the date of the relevant prize wheel spin. If the Prize is the Mazda3, standard

dealer waiting and delivery times apply and the Winner will be responsible for collecting the Mazda3 from a Mazda dealership nominated by the Promoter which will be located in the State in which they entered the Promotion. The Promoter, at its absolute discretion, may elect to provide delivery of the vehicle to the Winner's nominated home address if the Winner resides in a regional location.

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.

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 Tuesday, 30 June 2015, then an unclaimed prize selection will be conducted at 4PM (AEDT) on Wednesday, 1 July 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) received by the Entry Cut-off Date for the week in which the Prize is unclaimed will be eligible and the Promoter will randomly select the entry of one (1) Eligible Entrant from the entries received for that relevant week to be the winner of the Unclaimed Prize Selection (the **Supplementary Winner**).
- 12.3 The Supplementary Winner will be notified by email and telephone using the details supplied by Friday, 3 July 2015. The Supplementary Winner's details will also be published on www.tabtrackside.com.au.
- 12.4 The Supplementary Winner will be invited to attend a prize wheel spin to be held at 9.00AM on Friday, 10 July 2015 at either the Promoter's Sydney office at 680 George Street or Melbourne office at 5 Bowen Crescent.
- 12.5 If a Supplementary Winner cannot attend the Prize Wheel Spin on the date set out in clause 12.4 (or such other time/date agreed by the Promoter and the Supplementary Winner), that Supplementary Winner may appoint a proxy over 18 years of age to attend the Prize Wheel Spin on the Supplementary Winner's behalf. A Supplementary Winner does not have to attend a Prize Wheel Spin.
- 12.6 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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