
Terms and Conditions

Trackside Name Your Own Race Promotion

1. General Entry

- 1.1 Information on how to enter the Trackside “Name Your Own Race” promotion (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 Only persons who fulfil the following criteria are eligible to receive the opportunity to enter the Promotion:
 - (a) Victorian, New South Wales and Australian Capital Territory 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/or licensed venues;
 - (b) who are not excluded from this Promotion by reason of paragraph 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,(each an **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 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.

2. Term of Promotion

The Promotion commences at 09.00am (AEDT) on Monday, 31st August 2015 and ends at 4.59pm (AEDT) on Sunday, 4th October 2015 (**Promotion Period**).

3. How to Enter

- 3.1 To enter the Promotion, an Eligible Participant must during the Promotion Period:
- (a) visit www.tabtrackside.com.au (**Website**) and follow the prompts under the “promotions” tab of the Website to complete the online entry;
 - (b) submit via the online entry (**Submission**):
 - (i) a unique name for a Trackside race in 16 characters or less; and
 - (ii) 12 unique horse names, each name being 16 characters or less; and
 - (c) complete all required contact details including full name, date of birth, address and telephone number.
- 3.2 One entry, per person, per day is allowed.
- 3.3 There will be 5 prize winners selected daily at 5pm (AEDT) during the Promotion Period (**Winner Selection Date**).
- 3.4 Entries for each Winner Selection Date will close at 4:59pm (AEDT) each day (**Entry Cut-off Period**). Entries received after an Entry Cut-off Period will be eligible for the following day’s winner selection and entries received after 4:59pm (AEDT) on Sunday, 4th October 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, 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.
- 3.7 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. Prize

- (a) Each Winner will:
 - (i) have the race name and 12 horse names which they entered in their Submission displayed on a Trackside race in participating Victorian, NSW and ACT venues on the day after the Winner Selection Date between 5pm and 6pm (AEDT); and
 - (ii) receive a voucher or cash amount of \$200 (which, at the Promoter's absolute discretion, may be provided as a cheque).(the **Prize**).
- (b) There are a total of 175 Prizes. The total Prize pool value is \$35,000.00.

5. Selection of Winners

- 5.1 Each day at 5pm (AEDT) on a Winner Selection Date at the Tabcorp Head Office at 5 Bowen Crescent, Melbourne Victoria 3004 (the **Prize Draw**), the Promoter will select (at its sole discretion) the best 5 entries for the day from all of the valid entries received (the **Winner**).
- 5.2 There will be 5 Winners each day for 35 days and a total of 175 Winners during the Promotion Period.
- 5.3 The Promoter's decision is final and the Promoter will not enter into any correspondence in relation to the Prize or the Promotion.
- 5.4 After each Winner Selection Date, all entries received for that Winner Selection Date will be cleared.
- 5.5 The Promoter will contact each Winner by email and telephone using the details supplied within 1 day after the relevant Winner Selection Date. The Winner's details will also be published on www.tabtrackside.com.au.

Unclaimed Prize Determination

- 5.6 If for any reason the \$200 cash component of the Prize remains unallocated, unclaimed or forfeited by 4:59pm (AEDT) on Monday, 14th December 2015, then an unclaimed prize selection will be conducted at 4pm (AEDT) on Tuesday, 15th December 2015 in the same manner and at the same place as the original Prize Draw (**Unclaimed Prize Selection**).
- 5.7 For the purposes of the Unclaimed Prize Selection, the entries of all Eligible Participants will be eligible and the Promoter will select one (1) entry from the entries received to be the winner of the Unclaimed Prize Selection (the **Supplementary Winner**).

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- 5.8 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.
- 5.9 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". However, only the \$200 cash component of the Prize will be awarded to the Supplementary Winner.

Prize Delivery

- 5.10 The Prize will be delivered to the Winner by post within 28 days after the Prize Draw to the address provided.

6. Prize Specific Conditions

- 6.1 The Prize must be taken as offered and cannot be varied. The Prize value is GST inclusive, is in Australian dollars and is correct at time of printing of these Terms and Conditions.
- 6.2 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.
- 6.3 The Prize must be used in accordance with these Terms and Conditions and (if applicable) with the terms of conditions of the third party supplier, including any expiry dates and voucher activation requirements.

7. Taxes and Costs

- 7.1 Any taxes which may be payable as a consequence of a Prize by the 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 Prize winnings. Independent financial and tax advice should be sought by the 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 Prize Winner.

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 5.10, by entering this Promotion the Prize 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 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 or 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 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 and any photo submitted to enter the Promotion may be used by the Promoter for any marketing and publicity purposes without any further reference, payment or other compensation to the Eligible Participant.
- 9.3 The Promoter may disclose Eligible Participants' personal information to its contractors and agents to assist in conducting the Promotion or communicating with Eligible Participants.
- 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.

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- 9.5 An Eligible Participant's consent includes authorising the Promoter, its agents, affiliates, related business companies, other companies associated with the 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 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.

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 the 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 the 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 Prize Winner to provide proof of age, identity or proof of residency at the nominated Prize delivery address.
- 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.

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- 10.3 By entering the 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.