

French Racing - l'Arc de Triomphe Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	French Racing - l'Arc de Triomphe Promotion
Promoter:	<p>Tabcorp Holdings Limited ABN 66 063 780 709, 727 Collins Street, Melbourne, VIC 3008, Australia. Ph: 03 9246 6010</p> <p>For any inquiries regarding this Promotion, please contact the Promoter at enquiries@tabcorp.com.au</p>
Promotional Period:	<p>Start date: 01/02/24 at 09:00 am AEDT</p> <p>End date: 13/04/24 at 11:59 pm AEST</p>
Eligible entrants:	<ul style="list-style-type: none"> • Entry is only open to NSW, NT, QLD, TAS and VIC residents who are 18 years and over. • A person does NOT need to be a TAB account holder to enter this promotion. The winner must re-verify their full legal name, date of birth and current residential address by providing the Promoter with original, certified copies of their identification documents. The winner will not be awarded the prize until their identity has been successfully re-verified by the Promoter. • The directors, officers and employees of the Promoter and its related bodies corporate and their immediate families and any of the Promoter's contractors associated with this Promotion and their immediate families are not eligible to participate in this Promotion. • Excluded Persons are not eligible to participate in this Promotion. "Excluded Persons" means any person identified as: <ul style="list-style-type: none"> ○ a minor; ○ a self-excluded patron or an involuntarily excluded patron; ○ a customer who has been previously excluded from promotions (including Promo Offers) conducted by the Promoter; and ○ directors or management of a corporate bookmaker. <p>If a person is identified as an Excluded Person, the Promoter reserves the right to refuse to allow the person to take part in the Promotion, 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.</p>
How to Enter:	<p>To enter the Promotion, the entrant must place a minimum \$10 win bet (Fixed Odds or Tote) on French Thoroughbred or Harness Racing. The bet can be placed either in-App or in-Venue (via cash) at participating venues during the Promotional Period.</p> <p>Entrants who are an existing TAB account holder (and place the eligible bet through their TAB account) will automatically be entered into the prize draw.</p> <p>If the entrant is not a TAB account holder they must place their eligible bet and then visit Tabinfo.com.au/FRCompEntry and follow the prompts to complete the entry form on the TAB landing page with the requested details.</p>
Entries permitted:	Multiple entries permitted subject to the following: Maximum ten (10) entries per person. By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	Up to AUD \$19,787.00
Draw:	<ul style="list-style-type: none"> • The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEST on 19/04/24 using computerised random selection. <ul style="list-style-type: none"> ○ The first valid entry drawn will be the winner of the prize specified in the Schedule above. • The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn. • If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is a trip for 2 to Paris, France, consisting of:	1	Up to AUD\$19,787.00	Draw: computerised

<ul style="list-style-type: none"> • 2 x return economy flights; • 5 nights' accommodation at a minimum 4-star rating hotel in Paris; • Paris tour; • Eiffel Tower dinner; • Louvre visit; • Dinner show at Moulin Rouge; • Seine River cruise; and • VIP experience at the Prix de l'Arc de Triomphe. 		(depending on the winner's point of departure)	random selection - 19/04/24 at 12:00 pm AEST
Prize Conditions:	<ul style="list-style-type: none"> • Travel must be taken from 27/09/24 - 03/10/24, to coincide with the Prix de l'Arc de Triomphe. If the winner is unavailable or unwilling to travel on the aforementioned date/s required by the Promoter to coincide with this event, they will forfeit their right to the travel and accommodation portion of the prize and will not be awarded cash or any other alternative in lieu. • Travel itinerary will be determined by the Promoter in its absolute discretion. • The travel companion must 18 years or over. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner must depart from and return to the same departure point. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • The prize is subject to booking and flight availability. • The winner is responsible for ensuring that they have valid travel documentation. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes, insurance, transport to and from departure point, passports, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The winner may be required to present their credit card at check in. • The Promoter and event organisers hereby expressly reserve the right to eject any winner for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. 		
Winner notification:	<p>At the time specified in 'Key Dates' below, the winner and (if applicable) Unclaimed Prize winner will be notified as required via the email address provided by them.</p> <p>The details of the winner and Unclaimed Prize Winner (if applicable) may be published at tabinfo.com.au.</p> <p>The winner must re-verify their full legal name, date of birth and current residential address by providing the Promoter with original, certified copies of their identification documents in accordance with the TAB verification requirements as set out at tab.com.au. The winner will not be awarded the prize until their identity has been successfully verified by the Promoter.</p>		
Unclaimed Prizes:	<p>In the event that for any reason whatsoever a winner does not accept a prize (including if the Promoter is not able to successfully get in contact with the winner) by the applicable time specified in 'Key Dates' below or if the winner is determined to not be an eligible entrant or to not be entitled to the prize pursuant to these Conditions of Entry, then the prize will be forfeited by the winner and the first selected reserve entrant drawn from the original draw will be deemed to be the winner of the relevant prize ("Unclaimed Prize Winner"). If there are no prize winner or winner for this Promotion cannot be found this information will be published at tab.com.au.</p>		
Key Dates:	<p>Date & time of the draw: 19/04/24 at 12:00pm AEST.</p> <p>Date of notification of winner: within twenty-one (21) business days of being determined.</p> <p>Date & time by which winner must claim the prize: 20/06/24 at 12:00pm AEDT.</p> <p>Date of winner publication: within twenty-one (21) business days of being determined.</p> <p>Date of notification of Unclaimed Prize winner: within twenty-one (21) business days of being determined.</p> <p>Date of Unclaimed Prize winner publication: within twenty-one (21) business days of being determined.</p>		

General Terms and Conditions

Any person entering this promotion (“**you**”) acknowledge and agree that you have read these Conditions of Entry and that by entering the Promotion you are deemed to have accepted these Conditions of Entry.

1. Taxes

Any taxes which may be payable as a consequence of a winner or unclaimed prize winner receiving a prize are the sole responsibility of the winner/unclaimed prize winner. The Promoter encourages the winner to seek independent financial and tax advice.

2. Exclusion of Liability

- a. Whilst the Promoter will use all reasonable endeavours to arrange the delivery of a prize, by entering this Promotion, a winner/unclaimed prize winner acknowledges that circumstances beyond the control of the Promoter may prevent the delivery of the prize (including the failure by the winner/unclaimed prize winner to notify the Promoter of any change to their delivery details). 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 circumstances permit) re-deliver the prize to the winner.
- b. 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 or unclaimed prize winner. For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss and shall not apply to any liability which cannot be excluded by law (in each case the Promoter’s liability is limited to the minimum allowable by law).
- c. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that you might have that are not able to be excluded under applicable Australian consumer protection laws.

3. Personal Information Collection Statement

- a. The Promoter complies with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- b. The Promoter may collect personal information when you enter the Promotion. Any personal information provided will be used by the Promoter for the purpose of conducting this Promotion.
- c. If you do not provide the Promoter with your personal information, you may not be eligible to participate in the Promotion.
- d. When you provide the Promoter with your personal information, the Promoter may disclose your personal information to its employees, contractors, partners or service providers (including those located overseas) in order to operate its business, to its regulators and to any other entity to whom all or part of the business may be transferred.
- e. If required, your personal information may be disclosed to State and Territory lottery departments and winner’s names published as required under the relevant lottery legislation. The Promoter will use reasonable endeavours to provide you reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation.
- f. For more information, please refer to the Promoter’s Privacy Policy, which can be accessed at <https://www.tabcorp.com.au/privacy-policy>. The Privacy Policy includes information about how you can access and seek the correction of your personal information, how you may complain about a breach of the Australian Privacy Principles and how complaints are dealt with.
- g. You can also contact the Promoter by writing to Privacy Officer, Level 13, 180 Ann Street, Brisbane, QLD 4000 or by emailing privacy@tabcorp.com.au.

4. Marketing and Promotional Activities

- a. Any entries become the property of the Promoter.
- b. By entering the Promotion, you consent to your 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 you. For the sake of clarity, participation in promotional, marketing and publicity activities may only extend to winner of a prize in the Promotion (unless otherwise stated in these Terms and Conditions).
- c. If you opt-in to receiving marketing communications at the time of entering this Promotion, you authorise the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send you future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- d. You consent to the publication of your name and suburb of residence (however their full address will not be published) and agree to participate in reasonable Promotion activities as requested by the Promoter without any further payment or compensation (if deemed a winner in the Promotion).

5. General

- a. The Promoter, its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:
 - i. any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
 - ii. 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 a prize, or from participation in the Promotion or downloading material from tabrewards.com.au or tab.com.au or TAB App; or
 - iii. any printing or typographical errors in any materials associated with the Promotion.

For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such injury, loss or damage and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).

- b. Acting reasonably, the Promoter reserves the right to:
 - i. conduct a review of publicly available information and other information available to the Promoter in relation to the winner, unclaimed prize winner and, if applicable, their guest/s (which may include politically-exposed person, public record, social media, adverse media and other background checks) for the purpose of assessing the honesty and integrity of the relevant winner, unclaimed prize winner and, if applicable, their guest/s;
 - ii. in its sole and unfettered discretion, disqualify a winner and/or unclaimed prize winner or, if applicable, require a winner and/or unclaimed prize winner to select an alternative guest, where any check referred to in paragraph 4(b)(i) returns an adverse outcome;
 - iii. 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, unauthorised human intervention, or other causes beyond the reasonable control of the Promoter;
 - iv. disqualify any person who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
 - v. disqualify any person who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;
 - vi. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
 - vii. request a winner or unclaimed prize winner provide proof of age, identity or proof of residency at the nominated prize delivery address.

- c. 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, systems 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.
- d. By entering this Promotion, you acknowledge that it is a condition of accepting a prize that you may be required to sign a legal release in a form reasonably determined by the Promoter.
- e. To the extent that a situation or issue arises for which these Conditions of Entry make no provision or in relation to which the relevant Conditions of Entry are unclear, the Promoter will make a decision regarding such situation. You will have the right to request an internal review of the Promoter's decision. Subject to any regulator direction to the contrary, the decision of the internal review will be final and binding.
- f. In the event that a winner or unclaimed prize winner is identified as being 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 a prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.
- g. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. Valid and eligible entries will be accepted during the Promotional Period.
- h. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
- i. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- j. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
- k. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- l. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, in the event of any inconsistency. To the extent permitted by law the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- m. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win.
- n. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- o. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
- p. Authorised under: NSW Authority No. TP/2113.