

## TAB Rewards Sweepstakes Terms & Conditions ("Conditions of Entry")

Schedule			
<b>Promotion:</b>	TAB Rewards Sweepstakes		
<b>Promoter:</b>	Tabcorp Holdings Limited ABN 66 063 780 709, 727 Collins Street, Melbourne, VIC 3008, Australia. Ph: 03 9246 6010		
<b>Promotional Period:</b>	<b>Start date:</b> 15/09/19 at 09:00 am AEST <b>End date:</b> 30/11/19 at 11:59 pm AEST		
	<b>Draw</b>	<b>Entries Open</b>	<b>Entries Close</b>
	1	15/09/19 at 09:00 am AEST	30/09/19 at 11:59 pm AEST
	2	01/10/19 at 09:00 am AEST	31/10/19 at 11:59 pm AEDT
	3	01/11/19 at 09:00 am AEDT	30/11/19 at 11:59 pm AEDT
<b>Eligible entrants:</b>	<ul style="list-style-type: none"> <li>• Entry is open to Australian residents (excluding SA, TAS &amp; WA) aged 18+ who hold a verified NSW, VIC or ACT TAB Account with an active registered phone number and who continue to hold an active and unrestricted TAB Account at the time of the award of the relevant prize.</li> <li>• 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.</li> <li>• Excluded Persons are not eligible to participate in this Promotion. "<b>Excluded Persons</b>" means any person identified as:               <ul style="list-style-type: none"> <li>○ a minor;</li> <li>○ a problem gambler;</li> <li>○ a person who has previously engaged in fraudulent behaviour (with respect to the Promoter or otherwise);</li> <li>○ a self-excluded patron;</li> <li>○ an involuntarily excluded patron;</li> <li>○ a customer who has previously been excluded from promotions (including promo offers) conducted by the Promoter; and</li> <li>○ directors or management of a corporate bookmaker.</li> </ul> </li> </ul> <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>		
<b>How to Enter:</b>	Eligible Participants who satisfy the following criteria (each, an " <b>Eligible Entrant</b> ") will be entered into the Promotion: <ul style="list-style-type: none"> <li>• Login with their TAB Account on <a href="http://tabrewards.com.au">tabrewards.com.au</a>; and</li> <li>• Opt-in to the TAB Rewards Sweepstakes Promotion to be entered into each monthly draw.</li> </ul>		
<b>Entries permitted:</b>	Eligible Participants only need to opt-in to the promotion once to be eligible for each draw. An Eligible Participant can win multiple prizes if they are drawn as a winner in more than one (1) month.		
<b>Total Prize Pool:</b>	AUD \$6000.00		
	<b>Prize Description</b>	<b>Number of this prize</b>	<b>Value (per prize)</b>
	<b>Draw 1 Prize</b>		
	\$50 Bonus Bet applied to the winners account	10	AUD\$50.00
	<b>Draw 2 Prize</b>		
	\$50 Barbeques Galore e-Voucher	10	AUD\$50.00
	<b>Draw 3 Prizes</b>		
	\$50 Bunnings Warehouse e-Voucher	10	AUD\$50.00
	\$50 Bonus Bet applied to the winners account	10	AUD\$50.00
	\$50 Caltex Woolworths e-Voucher	10	AUD\$50.00
	\$50 Myer e-Voucher	10	AUD\$50.00
	\$50 JB Hi-Fi e-Voucher	10	AUD\$50.00
	\$50 Bonus Bet applied to the winners account	10	AUD\$50.00
	\$50 Hoyts e-Voucher	10	AUD\$50.00
	\$50 JB HI-Fi e-Voucher	10	AUD\$50.00
	\$50 Rebel Sport e-Voucher	10	AUD\$50.00
	\$50 Bonus Bet applied to the winners account	10	AUD\$50.00
<b>Prize conditions:</b>	Any ancillary costs associated with redeeming a gift card/voucher are not included. Any unused balance of a gift card/voucher will not be awarded as cash. Redemption of a gift card/voucher is subject to any terms and conditions of the issuer including those specified on the gift card/voucher.		
<b>Draw:</b>	The draws will be conducted on the dates specified below at Tab Limited, 680 George Street, Sydney NSW 2000, Australia		
	<b>Draw</b>	<b>Date</b>	
	1	02/10/19 at 10:00 am AEST	
	2	04/11/19 at 10:00 am AEDT	
	3	02/12/19 at 10:00 am AEDT	
<b>Winner notification:</b>	Each draw winner will be notified within two (2) business days of the relevant draw via the email address and phone number provided by them.		
<b>Unclaimed Prizes:</b>	Prizes must be claimed by the 02/03/20 at 10:00 am AEDT. In the event of an unclaimed prize, the prize will be redrawn on 03/03/20 at 10:00 am AEDT at Tab Limited, 680 George Street, Sydney NSW 2000, Australia. The winners of the redraw will be notified by email within two (2) business days of the redraw.		

## General Terms and Conditions

Any person entering this promotion (“**you**”) acknowledge and agrees 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.
- 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. Use of Personal Information / Marketing

- a. The Promoter complies with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- b. Any entries become the property of the Promoter. Any information provided will be used by the Promoter for the purpose of conducting this Promotion.
- c. The Promoter may disclose your personal information to its contractors and agents to assist in conducting this Promotion or communicating with you.
- d. By entering the Promotion, you consent to your 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 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.
- e. Your consent includes authorising 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.
- f. You consent to the notification of your personal information to any relevant regulator or state or territory department where required by law to do so. 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. A request to access, update or correct any personal information should be directed to the Promoter.
- g. 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.
- h. You understand and accept the Promoter’s Privacy Policy located on the Promoter’s website, [www.tab.com.au](http://www.tab.com.au).

### 4. 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](http://tabrewards.com.au) or [tab.com.au](http://tab.com.au) or TAB App; or
  - iii. any printing or typographical errors in any materials associated with the Promotion.
- b. 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 by the time specified by the Promoter, 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/or 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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, to the extent of any inconsistency. 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.

Authorised under NSW Permit number LTPS/19/38133 and ACT Permit number TP/19/04187