

**TAB Promotion Terms & Conditions ("Conditions of Entry")**

<b>Promotion</b>	TAB Million Dollar Tipping Challenge
<b>Promoter</b>	Tabcorp Holdings Limited ABN 66 063 780 709 of 727 Collins Street, Melbourne VIC 3000
<b>Promotional Period</b>	Start Date: 17 October 2020 at 10.00am (AEST) End Date: 31 October 2020 at 11:59pm (AEST)
<b>Eligible Participants</b>	<ul style="list-style-type: none"> <li>• Entry is open to NSW residents aged 18+.</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; and</li> <li>○ a customer who has previously been excluded from promotions (including promo offers) conducted by the Promoter.</li> </ul> </li> <li>• 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.</li> </ul>
<b>How to enter</b>	<ol style="list-style-type: none"> <li>1. An Eligible Participant must attend a participating TAB Venue in NSW (an "<b>Eligible Venue</b>") on 17 October 2020 and obtain a code word from the Eligible Venue's staff, or from the signs that will be displayed at Eligible Venues.</li> <li>2. To register for the Promotion and become an "<b>Entrant</b>", Eligible Participants must text the code word to the phone number displayed signs at Eligible Venues ("<b>Competition Number</b>").</li> <li>3. Prior to each race at the Sydney Saturday Race meeting on 17 October 2020 at Randwick Racecourse ("<b>Kosciusko Day</b>") an Entrant must send an SMS to the Competition Number containing the race number and the number of the horse the Entrant has selected to win that particular race (each tip a "<b>Selection</b>"). Entrants' mobile phone provider rates for sending SMSs apply.</li> <li>4. Each Selection will be equivalent to a \$100 virtual each-way bet. Each Entrant is only permitted to submit one Selection per race.</li> <li>5. If the Selection the Entrant has made wins or places in the race, the Entrant will receive a virtual dividend based on the NSW TAB tote price for that win or place.</li> <li>6. If the Entrant does not submit a Selection for a race in accordance with item 3 above, the Entrant will receive \$0 for that race.</li> <li>7. Each Entrant will receive two bonus "<b>Top Ups</b>". A Top Up can be used on a Selection to double the virtual money on that Selection (e.g. it will make the Selection equivalent to a \$200 virtual each-way bet, rather than a \$100). Directions on how to obtain these Top Ups will be provided in Eligible Venues.</li> <li>8. If due to unforeseen circumstances, Kosciusko Day is abandoned before the commencement of race 1, tips are to be submitted for races occurring at the metropolitan Melbourne Thoroughbred Meeting on 17 October 2020, in the same manner as set out in item 3. If there is no Melbourne Thoroughbred Meeting on 17 October 2020, a replacement race meeting can be chosen at the Promoter's discretion and will be communicated to Entrants at the Eligible Venues.</li> <li>9. If a Selection is scratched, the Entrant will be allocated the NSW TAB tote favourite as a substitute runner. The NSW TAB tote favourite will be determined at the conclusion of the race in question once all dividends are final. If multiple horses are equal favourite, an Eligible Entrant will receive the horse with the lowest runner number.</li> <li>10. The Entrant with the highest virtual winnings on Kosciuszko Day will be the "<b>Winner</b>" and wins a chance at the Million Dollar Tip.</li> <li>11. In the event of a Tie Break the Entrants will tip each race for the Sydney Saturday Race Meeting on 24 October 2020 ("<b>Tie Break Race Meeting</b>"). If the Entrants have the same virtual balance at the conclusion of the Tie Break Race Meeting, the Winner will be the Entrant that was the first of the two Entrants to register for the Promotion pursuant to item 2.</li> </ol> <p>Definitions:  "<b>Sydney Saturday Race Meeting</b>" means the Sydney Metropolitan Thoroughbred race meeting held on a Saturday, i.e. Randwick, Rosehill  "<b>Melbourne Thoroughbred Meeting</b>" means the Melbourne Metropolitan Thoroughbred race meeting held on a Saturday, i.e. Flemington, Moonee Valley, Caulfield, Sandown  "<b>Tie Break</b>" means if more than one Entrant has the same virtual balance at the conclusion of Kosciuszko Day.</p>
<b>Number of entries</b>	Eligible Participants may enter the Promotion once and are only permitted to make one Selection per race.

<b>Million Dollar Tip</b>	<p>a) Three numbers will be drawn from a barrel which will correspond with the TAB numbers on the horse (the “<b>Final Selections</b>”). The order of the runners selected will be the order in which the runners need to come first, second and third in the Golden Eagle race, Saturday 31 October 2020 at Rosehill Racecourse in Sydney (the “<b>Golden Eagle</b>”).</p> <p>b) The draw will take place and be broadcast on the Big Sports Breakfast on Wednesday 28 October 2020.</p> <p>c) If due to unforeseen circumstances, the Golden Eagle is abandoned before the commencement of race 1, the Promoter will determine a replacement Race Meeting at its discretion and new selections will be drawn to replace the Final Selections (<b>Replacement Race Meeting</b>).</p> <p>d) If a Final Selection is scratched, the Entrant will be allocated the NSW TAB tote favourite as a substitute runner. The NSW TAB tote favourite will be determined at the conclusion of the race in question once all dividends are final. If multiple horses are equal favourite, the Eligible Entrant will receive the horse with the lowest runner number.</p> <p>e) If the Eligible Entrant selected the NSW TAB tote favourite and that runner is scratched, the Eligible Entrant will receive dividends based on the second favourite runner.</p> <p>f) If a Replacement Race Meeting is required pursuant to (c) above, (d) and (e) apply to the Replacement Race Meeting, however “NSW TAB tote favourite” will be replaced with the TAB tote favourite of the jurisdiction that the Replacement Race Meeting is held in (e.g. “VIC TAB tote favourite” if the Replacement Race Meeting is held in Victoria).</p> <p>g) If the Final Selections (in the order that they were drawn) reflect the exact finishing order of the first three horses in the Golden Eagle, the Entrant wins \$1,000,000 (“<b>Million Dollar Tip</b>”).</p>	
<b>Prize Description</b>	<b>Value</b>	<b>Conditions</b>
The chance to draw the Million Dollar Tip.	If the Million Dollar Tip is drawn, \$1,000,000.	<ul style="list-style-type: none"> <li>Prize is subject to the standard terms, conditions and associated expiration of individual prize and service providers, including voucher terms and conditions.</li> <li>The Winner is responsible for all associated costs with the Prize, including where applicable, travel, accommodation and any other ancillary costs.</li> <li>The Prize is not transferable, substitutable or exchangeable.</li> <li>Prize value is GST inclusive and is in Australian dollars.</li> <li>If any part of the Prize is not available for any reason, the Promoter reserves the right to substitute that part of the prize for something similar in value.</li> </ul>
<b>Notification of prize winners</b>	<ul style="list-style-type: none"> <li>At or about the applicable time specified in ‘Key Dates’ below, the Winner and (if applicable) Unclaimed Prize Winner will be notified as required via the email address and/or phone number provided by them.</li> <li>The details of the Winner and Unclaimed Prize Winner (if applicable) may be published on tab.com.au</li> </ul>	
<b>Unclaimed prizes or ineligible Winners</b>	<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 Participant or to not be entitled to the prize pursuant to these Conditions of Entry, then the Prize will be forfeited by the Winner and winner will be the Entrant with the second highest virtual winnings on Kosciuszko Day (“<b>Unclaimed Prize Winner</b>”). In the event that for any reason whatsoever the Unclaimed Prize Winner does not accept the Prize (including if the Promoter is not able to successfully get in contact with them) by the applicable time specified in ‘Key Dates’ below or if the Unclaimed Prize Winner is determined to not be an Eligible Participant or to not be entitled to the prize pursuant to these Conditions of Entry, then the Prize will be forfeited by the Unclaimed Prize Winner and no replacement prizes will be awarded.</p>	
<b>Key Dates</b>	<p><b>Time of notification of Winner:</b> 17 October 2020 19:00 (AEST)</p> <p><b>Time by which Winner must accept Prize:</b> 20 October 2020 18:00 (AEST)</p> <p><b>Time of notification of Unclaimed Prize Winner:</b> 21 October 2020 18:00(AEST)</p> <p><b>Time by which reserve Unclaimed Prize Winner must accept Prize:</b> 23 October 2020 18:00 (AEST)</p> <p><b>Time of notification of Winner if there is a Tie Break:</b> 24 October 2020 18:00 (AEST)</p>	

## 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 the Winner or Unclaimed Prize Winner receiving the 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 the 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 their 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 the 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.ubet.com](http://tab.ubet.com); 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. 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;
  - iii. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
  - iv. 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;
  - v. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
  - vi. 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 the Prize that they 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 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. 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 the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.

**Authorised under NSW Authority Number: TP/00080**