

TAB Terms & Conditions ("Conditions of Entry")

Promotion	TAB Talk Recruitment Promotion		
Promoter	TAB Limited ABN 17 081 765 308 of 5 Bowen Crescent, Melbourne, VIC		
Promotional Period	Start Date: 9.00AM (Sydney time) 19 April 2017		
	End Date: 11.59PM (Sydney time) 15 May 2017		
Eligible Participants	<ul style="list-style-type: none"> Entry is open to NSW and Victorian residents aged 18+ who are current NSW or VIC TAB account holders and/or TAB Rewards members. 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 may not enter. "<i>Excluded Persons</i>" means any person identified as a minor, self-excluded patron or involuntarily excluded patron. 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 		
How to enter	<p>An Eligible Participant, being an individual who is a current NSW or VIC TAB account holder and/or TAB Rewards member and who is <u>not a current member of the TABTalk customer panel</u> and who, during the Promotional Period, is contacted by the Promoter, becomes a member of the TABTalk customer panel <u>and</u> participates in a survey undertaken by the Promoter is an "<i>Eligible Entrant</i>".</p> <p>Each Eligible Entrant will receive 1 entry into the Promotion.</p>		
Number of entries permitted	One per person		
Conduct of Prize Draw	On the 16 th May 2017, a prize draw will take place from which 3 Eligible Entrants will be randomly selected (each, a Prize Winner). All Eligible Entrants will be included in the prize draw.		
	The Prize Draw will be conducted at 10.00am (Sydney time) on 16 May 2017 at Vision Critical Communications (AUS) Pty Ltd of Level 7, 309 George Street, Sydney NSW 2000 (Phone: +612 9256 2019).		
	The Prize Winners will be notified by email within 2 days of the Prize Draw.		
	A – Date of Prize Draw	B – Date Winner must claim Prize	C – Date of unclaimed Prize Draw
16 May 2017	4 June 2017	5 June 2017	
Prize	The Prize Winners will win the Prizes set out below.		
Prize Description	Value	Conditions	
<p>The prizes for each of Prize Winners drawn as part of the Prize Draws will be as follows:</p> <ul style="list-style-type: none"> 1st Eligible Entrant drawn: \$500 TAB Account Top-Up (if the customer has a TAB account – otherwise equivalent TAB Rewards points). 2nd & 3rd Eligible Entrants drawn: \$250 Tab Account Top-Up (if the customer has a TAB account – otherwise equivalent TAB Rewards points) 	\$1,000 in total	<p>Prizes are not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion).</p> <p>Prize values are GST inclusive, are in Australian dollars and are the recommended retail values as provided by the supplier (or an appropriate estimate of such value) and are correct at time of printing.</p>	
Notification of prize winners	<p>The Prize Winners will be notified by email. The Winners' details will also be published on www.tabtalk.com.au from 17 May 2017.</p> <p>The Promoter will use all reasonable endeavours to notify each Prize Winner that they have won within two days of the draw via email.</p>		

Unclaimed prizes	<p>If a Prize is not claimed by a Winner by 5.00pm (Sydney time) on the day set out in Column B of the Prize Draw section above, that prize will be forfeited by that Winner and an unclaimed prize draw will be conducted on the date set out in Column C of that section. Each Unclaimed Prize Draw will take place at Vision Critical Communications (AUS) Pty Ltd of Level 7, 309 George Street, Sydney NSW 2000 (Phone: +612 9256 2019) (the Unclaimed Prize Draws).</p> <p>The Winner of the Unclaimed Prize Draw (the Supplementary Winner) will be notified by email. The Supplementary Winner's details will also be published on www.tabtalk.com.au If a prize is not claimed by a Supplementary Winner by 5.00pm (Sydney time) on 11 June 2017 then the prize will be forfeited by the Supplementary Winner and there will be no further prize draws in relation to that prize.</p>
-------------------------	--

General Terms and Conditions

Each Eligible Participant acknowledges and agrees that he/she has read these Conditions of Entry and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry.

1. Taxes

Any taxes which may be payable as a consequence of the Winner or Unclaimed Prize Draw Winner receiving the Prize are the sole responsibility of the Winner/Unclaimed Prize Draw 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 Draw 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 Draw 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 Draw Winner.
- c. Nothing in these Terms and Conditions affect, nor 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.

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 Eligible Participants provide will be used by the Promoter for the purpose of conducting this Promotion.
- c. The Promoter may disclose Eligible Participants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with Eligible Participants.
- d. 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.
- e. Eligible Participants' 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 direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- f. Eligible Participants' 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 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.

- g. All Eligible Participants 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. All Eligible Participants understand and accept the Promoter's Privacy Policy located on the Promoter's website, 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 or tab.com.au; or
 - iii. any printing or typographical errors in any materials associated with the Promotion.
- b. The Promoter reserves the right to:
 - i. 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;
 - ii. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
 - iii. 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;
 - iv. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
 - v. request a Winner or Unclaimed Prize Draw 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, Eligible Participants 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. The Eligible Participant 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 Draw 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, and will conduct a re-draw.

Authorised under Permit: NSW Permit: LTPM/16/00823