

### Quaddie Club ("Conditions of Entry")

Schedule	
<b>Promotion</b>	
<b>Promoter:</b>	
<b>Promoter Address</b>	
<b>Promoter Phone Number</b>	
<b>Promotional Period</b>	Date: <b>(Race Day)</b> between 8am and at the conclusion of the last race of the Group 1 Race on the Race Day.
<b>Eligible Participants</b>	<ul style="list-style-type: none"> <li>• Entry is only open to Australian residents who are 18 years and over.</li> <li>• A person does NOT need to be a TAB account holder to enter this Promotion.</li> <li>• Excluded Persons are not eligible to participate in this Promotion. <i>"Excluded Persons"</i> 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; and</li> <li>○ an involuntarily excluded patron.</li> </ul> </li> <li>• If a person is identified as an Excluded Person, the Promoter reserves the right to refuse the Participant from taking part in the Punters Club and the Promoter will notify TAB in writing.</li> <li>• Eligible Participants must supply their first and last name, date of birth and contact details (phone number or email address), and their TAB account number (if they hold a TAB account).</li> </ul>
<b>Entry Fee</b>	\$20 per share
<b>Prize</b>	The Eligible Participant's share of the pool after the final race of the Race Day. Note that TAB will contribute \$200 towards the prize pool.
<b>How the Punters Club operates</b>	<ol style="list-style-type: none"> <li>1. Punters Clubs are conducted and managed by the Promoter. Subject to any statutory rights the Promoter shall not be liable in respect of any claim that relates directly or indirectly to the operation of a Punters Club to the extent permitted by law.</li> <li>2. On the Race Day, Participants will be invited to contribute the Entry Fee to a pool, which will be used to place a bet on an individual TAB bet type (<b>Quaddie</b>).</li> <li>3. The Participant will have their name recorded when they contribute money into the pool that is evidence of the Participant's share in the pool (the Entry Fee). The list of names will be provided to the operator of the Promoter.</li> <li>4. The Administrator is an Eligible Participant and must not be an employee or agent of the Promoter. The person who is the Administrator will advise the Promoter that they will be administering the Punters Club.</li> <li>5. The pooled money will be used by the Administrator to purchase the Punters Club Bet on the Race Day. Once the Punters Club Bet is placed, no further money will be accepted into the pool.</li> <li>6. The Punters Club Bet must be paid for in cash by the Administrator before the bet is recorded by the Promoter.</li> <li>7. The Punters Club must not be operated through a TAB account.</li> <li>8. Once a Punters Club Bet is placed by the Administrator on behalf of the Punters Club, it is governed by the relevant legislation and betting rules, which include a provision that no cancellation will be made.</li> <li>9. If a Punters Club Bet is not placed due to systems malfunction, communications problems, or due to TAB Agent error or omission, all Punters Club Shares will be refunded or carried over to the following week if applicable.</li> </ol>

	<p>10. Details and results of the Punters Club Bets will be displayed or available upon request at the premises at which the Punters Club Share was purchased.</p> <p>11. If the Punters Club Bet is entitled to a dividend, that dividend will be divided between Participants who hold Punters Club Shares in proportion to the amount that the Participant contributed to the pool (<b>Customer's Dividend</b>) or will be used towards the following week's punters club, as relevant.</p> <p>12. The Participant must present at the TAB Agency at which the Punters Club Bet was purchased in order to collect their Customer's Dividend, together with any identification and other information that is required at the discretion of the TAB Agent or as required by legislation / relevant betting rules. Large payments may be paid only partly in cash with the remainder by voucher.</p> <p>13. Confirmation that the Participant is a member of the Punters Club will be required in order to collect the proportion of any dividend to which a Punters Club Bet is entitled.</p> <p>14. If the Participant does not collect their Customer's Dividend within 2 weeks of the end of the Promotion, the TAB Agent will make all reasonable efforts to contact the Participant using the contact details they have provided.</p>
<b>TAB</b>	<ul style="list-style-type: none"> <li>- Tabcorp Holdings Limited and its related bodies (collectively <b>TAB</b>) comply with the National Privacy Principles issued under the Privacy Act 1988. Customers' personal information may be disclosed to State and Territory regulators if requested under relevant legislation and in compliance with privacy laws. For more information, see TAB's Privacy Policy at <a href="http://www.tab.com.au">www.tab.com.au</a>.</li> <li>- Customers who purchase a Punters Club Share will not receive marketing &amp; promotional material from TAB concerning its wagering products &amp; services.</li> <li>- TAB accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial and tax advice should be sought.</li> </ul>

## 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](mailto:privacy@tabcorp.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.

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.