

TAB National Sweepstake - Terms and Conditions

1. All Entrants ("**Entrants**") who participate in this TAB National Sweepstake Competition (the "**Competition**") are deemed to accept these terms and conditions of entry. Any entries in this Competition that do not comply with these terms and conditions will be deemed invalid and TAB New Zealand ("**TAB**") takes no responsibility for such entries. All times given in these terms and conditions are references to New Zealand Local Time and all references to currency are referring to New Zealand Dollars.
2. TAB New Zealand is the Promoter of this Competition ("**TAB**", or the "**Promoter**"). The Promoter's Head Office is at 106-110 Jackson Street, Petone, 5012 and the Promoter's phone number is: +64 4 576 6999.

Registration for Competition

3. The registration period for the Competition begins at 12:01am New Zealand time on 8 October 2020 and closes at 11:59pm on 1 November 2020 (the "**Registration Period**").
4. To be eligible to register and participate in this Competition, an Entrant must be, at the time of Registration, a New Zealand resident who is 18 years of age or over and residing in New Zealand. The Promoter reserves the right to require any Entrant, at any time, to produce identification or documentation for the purpose of verifying his or her age and/or residency, or to validate that the information provided in their Registration is correct. The Promoter reserves the right to disqualify from this Competition, any Entrant that provides details in their Registration that does not match the Identification they are asked to produce in accordance with this condition 4.
5. To register for this Competition, an Entrant must validly complete the Competition registration process at the website www.tabsweepstake.co.nz ("**Registration**" or "**Register**"). The Registration will include the Entrant's:
 - (a) First Name;
 - (b) Last Name;
 - (c) TAB Account Number; and
 - (d) Email Address.
6. By completing a Registration in accordance with condition 5, the Entrant will be registered for the Competition (a "**Registered Entrant**").

Competition Outline

7. The Competition consists of a Competition Draw that determines which 24 Registered Entrants (who have at least one Competition Entry) are awarded a Sweepstake Ticket, with the subsequent Sweepstake Race determining the Competition Prizes. All Entrants that are awarded a Sweepstake Ticket will win a Competition Prize.

Competition Entry

8. A Registered Entrant will earn a competition entry (a **"Competition Entry"**) for each Qualifying Race (as defined by condition 9) that they place a Qualifying Bet (as defined by condition 10) on. A Registered Entrant may only earn a maximum of one Competition Entry per Qualifying Race.
9. Subject to the remainder of these conditions, a **"Qualifying Race"** means any race, in New Zealand or Australia, that carries Group or Listed status (as determined by the governing body of the applicable Racing Code) during the Registration Period. TAB may announce on its website from time to time, and at its sole discretion, an additional Qualifying Race (or Races) for the purposes of this Competition (by way of example only, it may announce that the race known as "The Everest" is a Qualifying Race).
10. Subject to the remainder of these conditions, a **"Qualifying Bet"** means a bet that meets the following criteria:
 - (a) Is a Fixed Odds (Final Field) Win Bet made during the Registration Period;
 - (b) Has a Bet Amount of \$10 or more; and
 - (c) Is Placed via the TAB Account that the Registered Entrant provided in their Registration; and
 - (d) The Runner on which the Bet is placed not declared a scratching.
11. Where a Registered Entrant makes a Fixed Odds Each Way Bet, the Qualifying Bet will be determined by taking the Win portion of the bet as if it was a single Fixed Odds Win Bet (provided such portion is \$10 or more).
12. Bonus Bets, Multi bets, Tote Bets, Fixed Odds Futures Bets, Winsurance Bets, and bets that are Cashed Out, are not eligible for this Competition. Final Field Win Bets are the only bets capable of being eligible for this Competition.
13. Qualifying Bets made prior to a person becoming a Registered Entrant will count, provided that the person validly completes the Registration prior to the completion of the Registration Period.

Competition Draw

14. After the completion of the Registration Period, at or about 9:00am on Monday 2 November 2020, a draw will take place from all valid Competition Entries (a **"Competition Draw"**), in the presence of a designated representative of the Promoter, to determine which 24 Registered Entrants have won a Sweepstake Ticket (**"Sweepstake Ticket Holders"**). A Registered Entrant may only win one Sweepstake Ticket. Accordingly, during the Competition Draw, a Sweepstake Ticket Holder's remaining Competition Entries will not be eligible for any prize. The names and locations of Sweepstake Ticket Holders will be announced, publicly, by the TAB after the Competition Draw.

15. The final decision in respect of the Competition Draw results and any Sweepstake Ticket Holders will be at the sole discretion of the Promoter and no correspondence will be entered into.

The Sweepstake

16. At or about 9:00am on Tuesday 3 November 2020, a draw will take place (a **"Sweepstake Draw"**), in the presence of a designated representative of the Promoter, to assign each Sweepstake Ticket Holder a runner in the final field (a **"Sweepstake Race Runner"**) for 2020 Lexus Melbourne Cup (the **"Sweepstake Race"**), to be held at Flemington Racecourse, Melbourne, Victoria. The names and locations of Sweepstake Ticket Holders, and which Sweepstake Race Runner they have been awarded, will be announced, publicly, by the TAB after the Sweepstake Draw.
17. The final decision in respect of the Sweepstake Draw results and the assignment of any Sweepstake Race Runner will be at the sole discretion of the Promoter and no correspondence will be entered into.

Competition Prizes

18. The prizes (**"Competition Prizes"**) for Sweepstake Ticket Holders (**"Prize Winners"**) will be awarded in accordance with the finishing position of Sweepstake Race Runners in the Sweepstake Race, as determined by the Official Result (as defined by the TAB Betting Rules), following any inquiry, and as outlined in condition 19.
19. Competition Prizes will be determined in accordance with the following Schedule:

		Bonus Bet Prizes (\$) - single Bonus Bet in the value of:				
Number of Registered Entrants	Bonus Bet Prize Pool	1st (40%)	2nd (20%)	3rd (10%)	4th (5%)	5th-24th (0.75% each)
Less than 5,000	\$20,000	\$8,000	\$4,000	\$2,000	\$1,000	\$150
5,000 to 9,999	\$40,000	\$16,000	\$8,000	\$4,000	\$2,000	\$300
10,000 to 19,999	\$60,000	\$24,000	\$12,000	\$6,000	\$3,000	\$450
20,000 to 29,999	\$80,000	\$32,000	\$16,000	\$8,000	\$4,000	\$600
30,000 or more	\$100,000	\$40,000	\$20,000	\$10,000	\$5,000	\$750

20. The number of Registered Entrants will be determined by TAB in its sole discretion.
21. In the event that a Sweepstake Ticket Holder draws a Sweepstake Race Runner that has been, or is subsequently, scratched from the Sweepstake Race, then they will receive the Competition Prize for 5th-24th placing.
22. Where a Competition Prize is a Bonus Bet of \$1,000 or more, a designated representative of the TAB will liaise with the Prize Winner to confirm which Betting Event and Selection (as

defined in the TAB Betting Rules) the Prize Winner requests to use their Competition Prize on. For the avoidance of doubt, TAB may refuse such a request and the Prize Winner will need to make a further request. In redeeming the Competition Prize, the Prize Winner will abide by all reasonable instructions of TAB including but not limited to by requiring the Prize Winner to make the request in writing before the Competition Prize is processed and the relevant Bonus Bet is accepted.

23. Where a Competition Prize is a Bonus Bet of less than \$1,000, TAB will apply a single Bonus Bet to the Prize Winner's TAB Account in the amount of the Competition Prize within 24 hours of the completion of the Sweepstake Race.
24. Unless otherwise stated in these Terms and Conditions, Competition Prizes are subject to the TAB's Terms and Conditions for Bonus Bets. Qualifying Bets and bets made with Competition Prizes are subject to the TAB Betting Rules.

General

25. All Registered Entrants that become Sweepstake Ticket Holders agree to be involved in any reasonable promotional activities stipulated by the Promoter (without compensation), including but not limited to photographs, the publication of the Sweepstake Ticket Holder's name, place of residence, and any images. The Promoter will own the copyright in any such images and photograph(s) and in all material incorporating the photograph(s) or film.
26. The Promoter reserves the right, at any time, to verify the validity of any Registration, Competition Entry or Competition Draw, and to disqualify as ineligible to participate in the Competition, in any way, any Entrant who acts in a manner that is not in accordance with these terms & conditions, or who tampers with the eligibility process or attempts to act in a fraudulent or dishonest manner.
27. The following persons are not eligible to enter this Competition or win any Competition Prize:
 - (a) Any "excluded customer" of the Promoter (being a customer who has self-excluded from the Promoter's products, as well as any customer who has been excluded by the Promoter); and
 - (b) Any customer involved in TAB accounts established for a syndicate, commercial or group use; and
 - (c) TAB Board members, employees, agents (and agent's employees) and contractors of the Promoter and the "Immediate Families" of such persons.
28. For the purposes of condition 27, the "**Immediate Family**" of a person are the parents, siblings, children and spouse or partner (whether legal or de facto) of that person (and "Immediate Families" shall have a corresponding meaning).
29. If this Competition cannot be run as planned for any reason, including for reasons beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend this Competition (or any part of this Competition), at any time.

30. The Promoter takes no responsibility for any inability to enter, complete, continue or conclude the Competition (or any part of the Competition) due to equipment or technical malfunction, Acts of God or otherwise.
31. Except for any liability that cannot be excluded by law, the Promoter and any person in connection with this Competition are not liable for any direct, indirect, special or consequential loss or damage whatsoever suffered or personal injury suffered or sustained in connection with:
 - (a) Registration for or participation in this Competition;
 - (b) The use (or non-use) of any Competition Prize; and
 - (c) The administration of this Competition.
32. Failure by the Promoter to enforce any of its rights under these terms and conditions at any stage does not constitute a waiver of those rights.
33. This Competition is not sponsored, endorsed or administered by, or in association with, Racing Victoria or the Victoria Racing Club.
34. Any personal information provided by an Entrant in participating in this Competition will be held in accordance with the Privacy Act 1993. The information collected and held by the Promoter about you may be used by the Promoter from time to time to:
 - (a) Administer this Competition and verify compliance with these terms and conditions;
 - (b) Operate the public leaderboard for this Competition;
 - (c) Ensure fairness and the integrity of this Competition;
 - (d) Provide you with notifications, reminders and offers;
 - (e) Assess your eligibility to receive specific products and services;
 - (f) Offer you products or services that the Promoter considers may be of interest to you;
 - (g) Assess your eligibility for participation in any promotional events which the Promoter may be running;
 - (h) Carry out general market research an analysis relating to the Promoter's products and services generally;
 - (i) To invite you to participate in surveys, sweepstakes, competitions and similar promotions
35. The Promoter may match or combine the personal information that you provide when entering this Competition with other personal information about you that the Promoter has obtained from other sources or that may already be on the Promoter's records, whether that information was collected online or in physical form, and may use information already held in the administration of this Competition.

36. Pursuant to the Privacy Act 1993, you have the right to view the personal information you have provided when entering this Competition. You may also request to review and correct any of that personal information by contacting the Promoter. Additional rights may apply under applicable law.
37. By entering this Competition, an Entrant agrees to receive marketing and promotional material from the Promoter and its authorised agents (including electronic material).
38. Entrants into this Competition agree that the Promoter may disclose the Entrant's personal and Competition Entry information to third parties in connection with any of the purposes stated under condition 34, provided the recipient of the information is subject to an obligation of confidentiality in relation to the disclosed information.
39. Notwithstanding condition 38, the Promoter may disclose your personal information to particular organisations both within New Zealand and overseas for the purposes of investigating and/or detecting breaches of any relevant legislation or New Zealand, or of another jurisdiction.