

AHG - Wymac - Tabcorp Competition Terms & Conditions ("Conditions of Entry")

Schedule							
Promotion:	AHG - Wymac - Tabcorp Competition						
Promoter:	Tabcorp Holdings Limited ABN 66 063 780 709, 727 Collins Street, Melbourne, VIC 3008, Australia. Ph: 03 9246 6010						
Promotional Period:	Start date: 20/03/2024 at 9:00 am AEST End date: 02/09/2024 at 11:59 pm AEST						
Eligible Participants:	<ul style="list-style-type: none"> ● Entry is open to Max Gaming venues within QLD and NT (each an "Eligible Venue"). Eligible Venues must not have recorded any major compliance breaches during the Promotional Period in order to qualify for this Promotion (as determined by the Promoter in its absolute discretion). ● Other than the Eligible Participants, 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. ● All Eligible Venues will be automatically entered into this Promotion by completing the required entry instructions. 						
How to Enter:	<p>To enter the Promotion, an Eligible Venue must complete the following steps:</p> <ol style="list-style-type: none"> a) attend a Quantum Loyalty or Wymac Kiosk product demo at the AHG Expo 2024 (taking place from 20 - 21 March 2024 at the Brisbane Convention and Exhibition Centre); and b) register their venue's details (by scanning the QR code advertised at the Event). <p>Bonus Entries: Upon completion of the above steps, Eligible Venues are eligible to obtain five (5) bonus entries into the draw by booking a follow-up in venue demonstration for Quantum Loyalty (via their Max sales representative) within the Promotional Period.</p>						
Draw:	<ul style="list-style-type: none"> ● The draw will take place at Tabcorp Holdings Limited, 180 Ann St, Brisbane QLD 4000, Australia at 11:00 am AEST on 06/09/24 using computerised random selection. ● The first valid entry drawn will be the winner of the prize specified below. ● The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn. ● If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance. 						
Entries permitted:	Only one (1) initial entry and five (5) bonus entries permitted per Eligible Venue. There is a maximum of six (6) entries permitted per Eligible Venue throughout the Promotional Period.						
Total Prize Pool:	AUD \$10,000.00						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Prize Description</th> <th style="width: 20%;">Number of this prize</th> <th style="width: 20%;">Value (per prize)</th> </tr> </thead> <tbody> <tr> <td>Prize: The prize is a Wymac kiosk to be awarded to the winning venue.</td> <td style="text-align: center;">1</td> <td style="text-align: right;">AUD\$10,000.00</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Prize: The prize is a Wymac kiosk to be awarded to the winning venue.	1	AUD\$10,000.00
Prize Description	Number of this prize	Value (per prize)					
Prize: The prize is a Wymac kiosk to be awarded to the winning venue.	1	AUD\$10,000.00					
Further Prize Details:	Any cost associated with the installation and running of the Wymac kiosk will be the responsibility of the winner, unless otherwise indicated by the Promoter. The Wymac kiosk is charged at \$300 per month for 36 months (subject to change), which must be paid for by the winner on an ongoing basis.						
Winner notification:	At the time specified in 'Key Dates' below, the winner/s and (if applicable) Unclaimed Prize Winner/s will be notified as required via the email address and phone number provided by them.						
Unclaimed Prizes:	The details of the winner/s and Unclaimed Prize Winner/s (if applicable) may be published at max.com.au. 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 Venue or to not be entitled to the prize pursuant to these Conditions of Entry, then the prize will be forfeited by the winner and the first selected reserve entrant drawn from the original draw will be deemed to be the winner of the relevant prize (“Unclaimed Prize Winner”).
Key Dates:	Date & Time of Draw: 06/09/24 at 11:00 am AEST Date of notification of winner: 06/09/24 Date of winner publication: 06/09/24 Date & Time by which winner must accept prize: 11/11/24 at 10:00 am AEDT Date of notification of Unclaimed Prize Winner: 18/11/24 Date of unclaimed prize winner publication: 18/11/24

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.

4. Marketing and Promotional Activities

- a. Any entries become the property of the Promoter.
- b. By entering the Promotion, you consent to 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. For the sake of clarity, participation in promotional, marketing and publicity activities may only extend to winner of a prize in the Promotion (unless otherwise stated in these Terms and Conditions).
- c. If you opt-in to receiving marketing communications at the time of entering this Promotion, you authorise 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.
- d. You consent to the publication of your name and suburb of residence (however your 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 (if deemed a winner in the Promotion).

5. 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 or 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.