

NBA Activation Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	NBA Activation
Promoter:	Tabcorp Holdings Limited ABN 66 063 780 709, 727 Collins Street, Melbourne, VIC 3008, Australia. Ph: 03 9246 6010
Promotional Period:	Start date: Monday 20th March 2023 at 9am AEDT End date: Monday 3 rd April 2023 at 5pm AEST
Eligible entrants:	<ul style="list-style-type: none"> • Entry is open to Australian residents aged 18 years or over who are available to attend the TAB Origins event at A'Beckett Urban Square, Stewart St, Melbourne on April 15 2023 (or any revised date as a result of a rain-out). Entrants must enter as a group of two (2) people ("Team"). For the removal of doubt, teams may be composed of two people of the same or mixed gender. If the TAB Origins event is rained out on April 15 2023, the event will take place the next day (April 16 2023). If the event is also rained out on April 16 2023, the Promoter will arrange another date for the event. If any team is unavailable to attend on any revised event date they will forfeit their participation in the TAB Origins event (and any potential prizes) and the opportunity will be provided to the team with next best valid entry (as determined by the Promoter) who is available to attend the event. • 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, including participating venues, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, or the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies, and their immediate families are not eligible to participate in this Promotion. • Excluded Persons are not eligible to participate in this Promotion. "Excluded Persons" means any person identified as <ul style="list-style-type: none"> ○ a minor; ○ a problem gambler; ○ a person who has previously engaged in fraudulent behaviour (with respect to the Promoter or otherwise); ○ a self-excluded patron; ○ an involuntarily excluded patron; ○ directors or management of a corporate bookmaker; and ○ a customer who has previously been excluded from promotions (including promo offers, bonus bet, cash back and trade promotions) conducted by the Promoter. • 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. • Employees of the NBA Entities, including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to enter or win the Promotion.
How to Enter:	To enter the Promotion, a Team must complete the following steps during the Promotional Period: <ol style="list-style-type: none"> a) record a 30 second max video showing your basketball talent [the more skillful the better!]. The video can feature one (1) or both participants in the Team but any chosen Team will need to participate together on the day of the Basketball tournament; and b) visit the TAB NBA activation landing page at https://www.taborigins.com/, follow the prompts to the Promotion entry form, input the requested details including details of both persons in the Team, upload the Video and submit the fully completed entry form.
Entries permitted:	Individuals may only participate in one (1) registered team.
Winner Determination & Finalist Event details:	a) The best 8 entry submissions (based on the skill and creativity shown in the video), as determined by the judges, will be accepted to attend the TAB Origins event at A'Beckett Urban Square in Melbourne, Victoria on April 15 2023 to compete in the final tournament. The judges will be representatives of the Promoter and they may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Total participants will be 16. Teams must confirm in writing to the Promoter (by the time specified by the Promoter) they are able to attend and participate

	<p>in the TAB Origins event. If a Team is unable to attend the TAB Origins event they will be deemed ineligible. All costs associated with travel to and from the event will be the responsibility of each Team.</p> <p>b) 8 teams will compete in a knockout 2 on 2 Basketball tournament, with each knockout game where the winning team is the first to 11 points with a 2 point lead. The Promoter will communicate any rules regarding the game/s on the game day.</p> <p>c) Final 2 teams in the Basketball tournament will compete in a basketball game where the winning team is the first to 11 points with a 2 point lead with the winner of this final game being crowned the champion and winning the 1st Place Prize.</p> <p>d) The overall runner-up will be deemed the winner of the 2nd Place Prize; all remaining Teams will each win the 3rd – 8th Placed Prize.</p> <p>e) If there is a tie at any stage, the Promoter will implement a skill-based tie break mechanic of their choice to break the tie.</p> <p>f) The winners will be determined by skill. Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.</p>
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Total Prize Pool:	Up to AUD \$11,098
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Prize Description	Number of this prize	Value (per prize)
1st Place Prize: The prize is trip for two (2) (i.e. the 1 st Place winning team members) to Game 4 of the NBA Finals (on 9 June 2023) in USA and includes return economy flights for two (2) people from the winner's nearest Australian capital city to USA (to city close to the NBA Finals game); 3 nights minimum 4-star rating accommodation in USA; and two (2) tickets to Game 4 of the NBA Finals (on 9 June 2023).	1	Up to AUD\$10,000
2nd Place Prize: \$500 NBA Store voucher	1	AUD\$498.00
3rd – 8th Placed Prize: \$100 NBA store voucher	6	AUD\$100.00

Prize Conditions:	<p>1st Place Prize</p> <ul style="list-style-type: none"> • Travel must be taken on dates specified by the Promoter to coincide with Game 4 of the NBA Finals on 9 June 2023. If the winner is unavailable or unwilling to travel on the dates required by the Promoter to coincide with this event, they will forfeit their right to the prize and will not be awarded cash or any other alternative in lieu. • Travel itinerary will be determined by the Promoter in its absolute discretion. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The members of the winning Team must depart from and return to the same departure point and travel together. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • The prize is subject to booking and flight availability. • The winners are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The winners may be required to present their credit card at accommodation check in. • The winners are responsible for meeting all travel and health requirements for any overseas travel. It is the responsibility of the winners to check with all government health authorities regarding travel requirements and eligibility. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the winners. • The Promoter makes no representation as to the safety, conditions or other issues that may exist at
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	<p>any of the destinations or events forming part of the prize. It is the sole responsibility of winner to check government advisories and/or conditions regarding the safety and situation of any such destinations.</p> <ul style="list-style-type: none"> • If the prize cannot be provided as intended due to any COVID 19 related restrictions or guidelines, the Promoter reserves the right to award an alternative prize in lieu. • The tickets are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. <p>Voucher Prizes Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.</p>
Winner notification:	<p>The winners will be contacted by phone and/or email within seven (7) business days of the judging.</p> <p>The winner(s) must re-verify their full legal name, date of birth and current residential address by providing the Promoter with original, certified copies of their identification documents in accordance with the TAB Account Verification Requirements as set out at tab.com.au. The winner(s) will not be awarded the prize until their identity has been successfully re-verified by the Promoter.</p>
Unclaimed Prizes:	<p>In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entry judged the next best entry or next highest scoring (as applicable), conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.</p>
Further Significant Conditions:	<ul style="list-style-type: none"> • Each participant will be required to sign and submit a waiver to take part in the Promotion as part of the registration process. • Footage and photography will be taken of participants at the TAB Origins event. In this respect, entrants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same – includes footage and photography of the participants at the TAB Origins event) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. • NBA Properties, Inc., the National Basketball Association (the “NBA”) and the NBA member teams (collectively, the “NBA Entities”). • Employees of the NBA Entities, including affiliates, agents and immediate family members and/or those living in the same household of such employees, are not eligible to enter or win the promotion. • The NBA Properties, Inc., the National Basketball Association (the “NBA”), and the NBA member teams (collectively, the “NBA Entities”) and each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize and/or participation in this promotion. • Participants in this promotion (if minor, his/her parent or legal guardian) agree to be bound by these Official Rules and agree that the NBA Entities and their designees and assigns may use the participant’s name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification.

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 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.
- 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. 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.
- 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 your 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.

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 or tab.com.au or TAB App; 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. 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 by the time specified by the Promoter, 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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, to the extent of any inconsistency. 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.
- p. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter will not be liable for any entries, to the extent permitted by law. The Promoter reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter for any breach of the Terms and Conditions including this clause.