

## **"TATSBET ULTIMATE FOOTY FAN" PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000 ("**Promoter**").
3. The sponsor is TattsBet Limited (ABN 84 085 691 738) of 87 Ipswich Road, Woolloongabba, QLD, 4102 ("**Sponsor**").
4. Subject to clause 5, entry is only open to Australian residents aged 18 years or over.
5. Employees (and their immediate families) of the Promoter, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
6. Promotion commences on 13 February 2015 and ends at the scheduled start time for the last AFL Match in Round 23 of the 2015 AFL Season, which is on 6 September 2015 (for AFL tipping) and ends at the scheduled start time for the last NRL Match in Round 26 of the 2015 NRL Season, which is estimated to be 6 September 2015 (for NRL tipping) ("**Promotional Period**").
7. In order to enter, an entrant must complete the following during the Promotional Period:
  - (a) visit <http://au.oztips.yahoo.com>;
  - (b) entrants must select whether they are an existing Oz Tips member or not;
  - (c) If entrants are an existing OzTips member, they will be taken directly to the OzTips Comp Management page. If an entrant is not an existing OzTips member, they must sign up to Yahoo!7 and gain a Yahoo!7 ID. At the conclusion of sign up, they will be directed to the OzTips Comp Management page;
  - (d) Entrants must then select the promotional call to action button featured on the OzTips Comp Management page for either the AFL tipping competition or NRL tipping competition (whichever they wish to join) to be directed the promotion registration form for that respective footy tipping competition;
  - (e) Input the requested details as prompted and submit the fully completed registration form;
  - (f) Once registered, the entrant must:
    - i. click on the promotional banner at <http://au.oztips.yahoo.com>, follow the prompts to launch the tipping page; and
    - ii. tip at least once during the Promotional Period by following the prompts on the tipping page. A tip for a match must be submitted by the scheduled start time for that match.
8. The Promoter reserve the right, at any time, to verify the validity of entries, tips, registrations and entrants (including an entrant's identity, age and place of residence) and reserve the right, in their sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry/registration/tipping process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
9. Incomplete or indecipherable registrations/tips/entries will be deemed invalid, unless otherwise specified by the Promoter.
10. The time of entry/registration/tip will be the time at which the completed entry/registration/tip is received by the promotion's online database. Entries/registrations/tips received outside the Promotional Period will be deemed invalid and ineligible to enter this promotion, unless otherwise specified by the Promoter.
11. Only one (1) registration permitted per person for the AFL tipping competition; and only one (1) registration permitted per person for the NRL tipping competition. Only one (1) tip may be submitted for any given match of the 2015 AFL and NRL seasons (excluding finals).
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in their sole discretion, to determine the identity of the entrant.
13. Winners will be notified by telephone and email within two (2) business days of when the winner is determined. The Major Prize winner's name will be published at <http://au.oztips.yahoo.com> on 8 September 2015.
14. There will be twenty-three (23) weekly prizes winners for the AFL tipping competition and twenty-six (26) weekly prize winners for the NRL tipping competition ("**Weekly Prize Winners**"). In addition, there will be a First, Second and Third placed winner for each of the AFL tipping competition and NRL tipping competition ("**Final Winners**").
15. Entrants will be awarded one (1) point for every correct selection of a match. In the event of a match in a given Round being cancelled, not completed or not played for any reason and/or a result is not officially declared within three (3) days of the date the match was originally scheduled to be played, it is treated as a win for both teams

competing in that match for the purposes of determining the winner/s for this promotion. If a match is abandoned no points will be allocated for that respective match.

16. If an entrant does not submit a tip for a given match in a Round, then no tip is allocated for that match.
17. One (1) Weekly Prize Winner will be selected for each of the twenty-three (23) Rounds of the 2015 AFL season (excluding finals) and for each of the twenty-six (26) Rounds of the 2015 NRL season (excluding finals). The Weekly Prize Winner for a Round of the AFL tipping competition will be the entrant who submits the most correct tips in relation to the AFL matches played for that particular Round. The Weekly Prize Winner for a Round of the NRL tipping competition will be the entrant with the most correct tips in relation to the NRL matches played for that particular Round. Entrants are required at the time of tipping for a Round to nominate the margin by which they expect the winning team's score to exceed the losing team's score for the match designated by the Sponsor as the 'Discriminator Match' for that Round ("**Discriminator**"). Where two (2) or more entrants share the highest number of correct tips in relation to the matches played in a Round, the Weekly Prize Winner will be the tied entrant who chooses a Discriminator for that Round which is closest to the actual score difference between the winning and losing team for the Discriminator Match in that Round. In case of a tie after the abovementioned tie-breaker is implemented, the Weekly Prize Winner will be the remaining tied entrant whose first tip in that Round was received earliest.
18. **Weekly Prizes:** The Weekly Prize is \$100 cash and \$50 Tattsbet/UBET betting credit (if the winner is from NSW or ACT, the winner will be awarded \$50 cash instead of the \$50 Tattsbet/UBET betting credit portion of the prize). The total value of each Weekly Prize is \$150. An entrant who does not already have a Tattsbet/UBET account will be required to open a Tattsbet/UBET account to receive the betting credit portion of the prize. Use of the betting credit is subject to the terms and conditions of the issuer.
19. Entrants will be ranked for each of the AFL tipping competition and NRL tipping competition based on the number of correct tips submitted throughout the entire Promotional Period for the relevant footy code. In the event of a tie, the Promoter will break the tie by conducting the tie-break mechanics listed below, in the order specified below:
  - Closest accumulative discriminator: For each Round of a relevant footy tipping competition an entrant is required to specify a Discriminator (as defined above). The difference between the Discriminator and the actual score for the Discriminator Match (i.e. how close the entrant is to the difference in the score between the two teams involved in the Discriminator Match) will be added to that for each previous Round and posted on the entrant's tipping page as the 'accumulative discriminator' for the entrant. The tied entrant with the lowest accumulative discriminator will be ranked higher; and
  - Time of last entry into system: If a tie still exists after the above tie-mechanic is conducted, the tied entrant, who submitted their last tip to the relevant footy tipping competition first will be ranked higher.
20. **Final Prizes:** The first, second and third ranked entrants for each of the AFL tipping competition and NRL tipping competition (determined in accordance with clause 19 above) will win the relevant prize associated with their ranking as indicated below:
  - First Prize: \$5,000 cash;
  - Second Prize: \$2,500 cash; and
  - Third Prize: \$1,000 cash.
21. The cash prizes will be either awarded in the form of a cheque made payable in the winner's name or money will be directly deposited in a bank account in the winner's name, as determined by the Promoter in its complete discretion.
22. In the event that a prize winner is unable to accept their prize for whatever reason, or the prize is unable to be allocated, within three (3) months of the results being determined, the Promoter will award that prize to the entrant who met the eligibility criteria and would have been deemed the prize winner had the original prize winning entrant not participated in the promotion.
23. The Promoter's decision is final and no correspondence will be entered into.
24. If for any reason a winner does not take a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
25. If any prize (or part any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
26. Total prize pool value is \$24,350.
27. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
28. Entrants consent to the Promoter and Sponsor using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) 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 or Sponsor.
29. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter or, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter and reserve the right, in its sole discretion, to the fullest extent

permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

30. Any cost associated with accessing the promotional website/s is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry/tipping software or any other mechanical or electronic means that allows an entrant to automatically enter/trip repeatedly is prohibited and will render all entries/tips submitted by that entrant invalid.
31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Sponsor (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and (including their respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's or control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or) due to any reason beyond the reasonable control of the Promoter or; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
33. As a condition of accepting the prize, each winner must sign any legal documentation as and in the form required by the Promoter or Sponsor and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
34. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants' personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handling of their personal information. Additionally, by ticking the relevant opt-in box/es, (a) entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes and/or (b) entrants agree to the Promoter sharing their personal information with the Sponsor and they acknowledge that the Sponsor will be solely responsible for its use of such information. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.

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