

TAB

Special Terms for Internet Betting

1. Introduction

- 1.1 Entain New Zealand Limited, a delegate of TAB New Zealand, and referred to in these terms as **TAB** has agreed to establish, and you have agreed to the establishment of, an Account to allow you to make bets. The terms and conditions set out in TAB's general terms and conditions for Accounts (**General Terms**), the terms and conditions set out in these special terms for Internet bets (**Special Terms**), and TAB's Betting Rules (the **Rules**) apply to the establishment and operation of your Account.
- 1.2 TAB has agreed to give due consideration to bets submitted by you via the Internet where you submit those bets in accordance with these Special Terms, the General Terms and the Rules. By submitting a bet via the Internet, you:
 - (a) agree with TAB that your bet is an offer that is made in accordance with these Special Terms, the General Terms and the Rules; and
 - (b) agree that you will be contractually bound by these Special Terms, the General Terms and the Rules if TAB accepts your bet via the Internet.

2. Interpretation

Unless otherwise specified, terms used in these Special Terms have the same meaning as defined in the General Terms.

3. Establishment of your Account via the Internet

- 3.1 At the time of opening your Account via the Internet, in order to make a bet, you must deposit funds into your Account of a value between the minimum and maximum amounts specified in the Schedule from time to time.
- 3.2 TAB may, but will not be obliged to:
 - (a) accept bets as soon as your Account has been established via the Internet; and
 - (b) accept bets while your Account remains in credit.
- 3.3 If your age and identity have not been verified by TAB in accordance with the procedure described in the Rules and within the timeframe specified in the Schedule, or as otherwise required by TAB, then TAB will be entitled to suspend operation of your Account until it has received that verification.
- 3.4 You may not make withdrawals from your Account until your age and identity have been verified in accordance with the procedure described in the Rules.
- 3.5 If you already have an Account, TAB may, at its discretion, allow you to use that Account to place bets via the Internet in accordance with these Special Terms.

4. Placement of Internet Bets

- 4.1 TAB may, from time to time, determine the minimum bet for betting via the Internet, as set out in the Rules.
- 4.2 TAB may charge an account administration fee for:
- (a) certain withdrawal transactions specified by TAB from time to time, made by you via the Internet. These fees are set out in the Schedule; and
 - (b) the reimbursement of any charges or costs incurred by TAB.
- 4.3 All bets made via the Internet through your Account will be debited from your Account upon acceptance of the bet by TAB. TAB will not accept a bet via the Internet from your Account where there are insufficient cleared funds in your Account for that bet.
- 4.4 You agree that, by placing a bet via the Internet, your bet, once it has been transmitted from your computer or via TAB Mobile application:
- (a) if it is a fixed-odds Internet bet, is an irrevocable offer by you to accept whatever may be the betting odds calculated by TAB's fixed odds computer at the time the fixed odds Internet bet is processed by that computer or mobile phone application;
 - (b) may be accepted in whole or in part, or declined, by TAB at its complete discretion; and
 - (c) subject to paragraph 4.5, will be accepted by the TAB (thereby forming a betting contract) when the TAB determines that TAB will accept the bet, with communication to you being unnecessary for this purpose.
- 4.5 You acknowledge that the fixed odds offered by TAB on an Authorised Event may change between the time that you transmit your Internet bet to TAB, and the time it is received by TAB, in which case TAB will endeavour to notify you of the change in your bet. You can accept the changed bet by taking no action following your receipt of the notification, or you can cancel the bet by following the onscreen instructions.
- 4.6 TAB may refuse to accept any bet placed by you via the Internet and will not be required to give you reasons for its refusal. TAB will use its best endeavours to communicate to you that it has not accepted the bet. TAB will not be liable to you for any loss you may suffer as a consequence of refusing to accept a bet by you.

5. Privacy and security of Internet betting

- 5.1 You are responsible for the confidentiality and safe-keeping of your individual user identifications and PINs in accordance with the General Terms.
- 5.2 TAB will not be liable in contract, tort (including negligence) or otherwise for any direct, indirect, consequential or special damages or loss of any kind (including but not limited to loss of profit, opportunity, income, savings or any costs or expenses incurred or suffered by you) arising out of or in any way related to any unauthorised use of, access to, or misuse of any accounts or misuse of personal information transmitted over the Internet.

5.3 The use of a correct password for your account will be sufficient evidence to establish your liability for that Account. You will be liable for any bets placed through your Account with a correct password, even if you did not place the bet or authorise the placing of the bet. TAB will have no other obligation to authenticate usage of your Account via the Internet.

6. Operation of your Account via the Internet

6.1 You may deposit funds into your Account:

- (a) in accordance with the General Terms; or
- (b) by using your credit card on TAB's website subject to any restrictions specified in the Schedule from time to time.

6.2 The minimum and maximum deposits you may pay into your Account with a credit card via the Internet depend on whether your age and identity have been verified in accordance with paragraph 3.3. These are specified in the Schedule and may be amended from time to time. You may not overdraw your Account at any time.

7. Disclaimer

7.1 TAB does not represent, warrant or guarantee that the material contained in TAB's website is accurate at all times. TAB strongly recommends that you seek independent legal and/or financial advice if you are concerned about the legal consequences and effects of using your Account to place bets via the Internet.

7.2 TAB will not be liable for any loss or damage (whether direct, indirect and/or consequential) arising out of any delay, interruption or failure in the performance of its Internet betting obligations on which, in TAB's opinion, is caused or contributed to by circumstances outside its reasonable control including, but not limited to, fault of an Internet service provider, poor transmission of data, third party interference in data transmission, or act of God.