

TAB EVEREST MEGA MILLIONS COMPETITION - TERMS AND CONDITIONS

1. All entrants (“**Entrants**”) who participate in this TAB Everest Mega Millions Competition (the “**Competition**”) are deemed to accept these terms and conditions of entry. Entries that do not comply with these terms and conditions are deemed invalid and Entain 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. The Competition opens at 09:00AM on Tuesday 10 October 2023 and closes at 05:30PM on Saturday 14 October 2023 or forty-five (45) minutes before the scheduled jump of the Everest Race, whichever comes first on Saturday 14 October 2023 (the “**Competition Period**”).

Entry

3. Entry to the Competition is free.
4. Entry to the Competition is only available on TAB’s website or TAB App.
5. An Entrant must nominate twelve (12) runners in order of final placing from first (1st) through to twelfth (12th) for the Everest Race 2023 (the “**Race**”) to receive an Entry.
6. An Entrant shall only get one (1) entry into the Competition for the Race.
7. To be eligible for entry into this Competition, an Entrant must:
 - a. Be eighteen (18) years of age or over from the time the Entrant first participates in the Competition during the Competition Period;
 - b. Have a TAB account;
 - c. Be in New Zealand when they enter the Competition.
8. TAB customers must have their account fully verified to receive the Prize. Information about creating a TAB account and identity verification is available here:
<https://new.tab.co.nz/help/category/tab-accounts#setting-tab-account>.
9. TAB reserves the right to require any Entrant to produce identification to verify their age.

Participation

10. An Entrant must nominate twelve (12) runners for the Race in order of final placing from first (1st) through to twelfth (12th). They must finalise their nominations on the Competition “racecard” accessed through their TAB account.
11. An Entrant can view their finalised nominations through logging into their TAB account on the website or TAB App and accessing the Competition page.
12. An Entrant who does not want to nominate the runners in order of final placing themselves can elect to use a tool which does this for them. The nominations made by this tool are chosen by an algorithm and have no correlation to the form of the running horses. TAB has no liability whatsoever for any entry by an Entrant who uses this tool.

Scratched Horses, Emergency Horses, Dead Heat and Reduced Field

13. A minimum of ten (10) horses must be included in the final official finishing order, as determined by Racing Australia on 14 October 2023 ("**Official Finishing Order**"). This excludes any scratchings (before or after the race) and horses which do not receive a place. If there are less than 10 horses in the Official Finishing Order the Competition will be cancelled.
14. A horse which is scratched from the Race will be removed from the Competition, including their finishing position in an Entrant's finalised nominations. A scratched horse's finishing position shall be assigned to the Entrant's next selected horse in descending order.
 - a. For example, if an Entrant placed Horse A to finish first and Horse B to finish second, if Horse A is scratched prior to the Race then Horse B will be the Entrant's first finish selection.
15. An emergency horse which replaces a scratched horse will automatically and immediately become the last placed selection for all Entrants who have finalised their nominations.
 - a. For example, if there are twelve (12) runners and a horse is scratched, the emergency horse entering the Race will automatically become the Entrant's twelfth (12th) placed nomination.
16. Entrants may change the position of an emergency horse in their finalised nominations if it is during the Competition Period.
17. The final field will be set before the Race at approximately 9:30AM on 14 October 2023. The Race will proceed with a reduced field if a horse is scratched after the final field is set. An emergency horse will not replace a scratched horse in the Race and an Entrant's nominations will be determined in accordance with Clause 14.
18. The correct finishing order will be adjusted if there is a reduced field for the Race.
 - a. For example, if the field is reduced to eleven (11) horses, then the Prize will be awarded to the Entrant who correctly nominates the runners in order of final placing from first (1st) through to eleventh (11th).
19. If there is a dead heat for a finishing position between any of the runners then an Entrant's nomination can have the finishing position for the dead heat horses in either of the finishing positions. All other finishing order nominations remain the same.
 - a. For example, if an Entrant has Horse A to finish first (1st), Horse B to finish second (2nd) and Horse C to finish third (3rd), and Horse A and Horse B finish in a dead heat for first (1st) position, then both these nominations are correct:

(1) Horse A	(1) Horse B
(2) Horse B	(2) Horse A
(3) Horse C	(3) Horse C

Race Result

20. The Race result will be determined by the Official Finishing Order (once correct weight, any protests, disqualifications and/or any other relevant matters are resolved, 'all final').
21. A determination made by the judge, stewards or judicial committee regarding a horse's finishing position, including dead heats or any late scratching, shall be final for the purposes of the Competition, unless TAB directs otherwise.
22. TAB will post the Official Finishing Order on its website and update each Entrant's nominations to show the finishing position of each horse.

Prize

23. An Entrant who successfully selects the first twelve (12) runners to place in the Race in correct successive order (the "**Prize Winner**") will be awarded a prize of ten million dollars (\$10,000,000.00) (the "**Prize**"). If there are twelve (12) runners in the Official Finishing Order Clauses 24 and 25 of these terms and conditions are void.
24. In the event there are eleven (11) runners in the Official Finishing Order, an Entrant who successfully selects the first eleven (11) runners (the "**Prize Winner**") to place in correct successive order will be awarded a prize of five million dollars (\$5,000,000.00) (the "**Prize**"). If there are eleven (11) runners in the Official Finishing Order Clauses 23 and 25 of these terms and conditions are void.
25. In the event there are ten (10) runners in the Official Finishing Order, an Entrant who successfully selects the first ten (10) runners (the "**Prize Winner**") to place in correct successive order will be awarded a prize of two million five hundred thousand dollars (\$2,500,000.00) (the "**Prize**"). If there are ten (10) runners in the Official Finishing Order Clauses 23 and 24 of these terms and conditions are void.
26. The Prize will be split evenly between each Prize Winner if there are multiple Prize Winners.
 - a. For example, if there are two (2) entries that correctly nominate first (1st) place through to twelfth (12th) place, both Entrants will be awarded five million dollars (\$5,000,000.00).
 - b. If there are eleven (11) runners in the Official Finishing Order and two (2) entries correctly nominate first (1st) place through to eleventh (11th) place, both Entrants will be awarded two million five hundred thousand dollars (\$2,500,000.00).
27. The Prize Winner(s) must satisfy TAB's responsible gambling screening criteria (determined by TAB at its sole discretion) to be awarded the Prize.
28. TAB will attempt to notify the Prize Winner(s) via the telephone number and email address connected to their TAB account within five (5) days of the closure of the Competition.

29. The Prize will be provided to the Prize Winner(s) within twenty-eight (28) days of the Prize Winner(s) claiming the Prize, so long as they are eligible and have a fully verified TAB account (including passing our identity verification process). The Prize must be provided and received via electronic funds transfer. TAB will not charge the Prize Winner(s) any fees to receive the Prize.
30. TAB will confirm to the Prize Winner(s) they have won the Prize and to get the Prize Winner(s)'s name, date of birth, photograph of driver's licence or identification document, TAB account number and any other information required.
31. The Prize Winner(s) must make all arrangements for receiving the right to the Prize by 14 January 2024. This includes (but is not limited to), responding to TAB's notification or email and nominating a Bank Account name and number to receive the Prize money to.
32. A Prize Winner(s) who is unable to be contacted (or they otherwise fail to properly claim the Prize) by 9:00am Sunday 14 January 2024 is deemed to have forfeited the Prize (they will not be compensated in any way) and no Prize will be awarded.
 - a. Should the forfeited Prize be shared amongst Prize Winners the redetermination of the Prize Winner will be decided by Clause 26. In effect, the forfeited Prize will be split equally amongst any other Prize Winners.
33. TAB's decision about the result of the Prize is final and no correspondence will be entered into.
34. If a runner is disqualified after the Official Finishing Order is declared the Prize will not be paid on a later declared official result.
35. The right to the Prize is not transferable or assignable to another person.
36. TAB makes no representation about the tax liability of any Prize Winner(s) of this Competition. Entrants are responsible for determining their own potential tax implications should they receive the Prize from this Competition.
37. The Prize does not include any insurance.

Race Postponed or Cancelled

38. The Competition Period will not be extended if the Race is postponed to a later time on 14 October 2023, and the Competition will be resulted per these terms and conditions.
39. In the unlikely event the Race is postponed to a different day, the Competition Period will be revised (set to a later date based on a new jump time) by TAB and all Entrants' nominations will be retained on their racecard accessed through their account on the TAB App and website. Entrants can change their nominations up until forty-five (45) minutes before the new jump time. All times and dates referred to in the terms and conditions will be updated accordingly, and TAB will make an amendment to these terms and conditions and post a notice to Entrants by way of an annexure to this document hosted on www.tab.co.nz. TAB will also notify its customers about the postponement and revised terms and conditions on its website and TAB App.
40. In the very unlikely event the Race is cancelled the Competition will also be cancelled. This is a necessary action as the Competition relies on the outcome of the Race to assess entries against the set criteria. If this occurs, TAB will post a notice to Entrants by way of an annexure to this

document hosted on www.tab.co.nz. TAB will also notify its customers about the cancellation and revised terms and conditions on its website and TAB App.

General

41. All Entrants that become Prize Winners agree to be involved in any reasonable promotional activities stipulated by TAB (without compensation), including but not limited to the publication of the Prize Winner's name, place of residence and any images. TAB will own the copyright in any such images and photograph(s) and in all material incorporating the photograph(s) or film.
42. TAB reserves the right, at any time, to verify the validity of any Competition Entry 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 and conditions, or who tampers with the eligibility process or attempts to act in a fraudulent or dishonest manner.
43. If TAB reasonably considers that a change to these terms and conditions is likely to benefit Entrants or be of immaterial detriment to Entrants, then TAB can make the change immediately and does not need to notify Entrants. Alternatively, TAB may vary these terms and conditions by placing a notification at all places where these terms and conditions are made available to Entrants.
44. TAB reserves the right to delay or modify any aspect of this Competition if for any reason it is not capable of running as planned (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failure, power failures or due to any other causes unforeseen or beyond the reasonable control of TAB which corrupts or affect the administration, security, fairness, integrity or proper conduct of the Competition) but only to the extent necessary to overcome the issue that is affecting the running of the Competition as planned.
45. The following persons are not eligible to enter this Competition or win any Prize:
 - a. Any "excluded customer" of TAB (being a customer who has self-excluded from the TAB's products, as well as any customer who has been excluded by the TAB); 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 TAB and the "Immediate Families" of such persons.
46. For the purposes of Clause 45, 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).
47. If this Competition cannot be run as planned for any reason, including for reasons beyond the control of TAB, TAB reserves the right in its sole discretion to cancel, terminate, modify or suspend this Competition (or any part of this Competition), at any time.
48. TAB 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.

49. Except for any liability that cannot be excluded by law, TAB 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 Prize; and
 - c. The administration of this Competition.
50. Failure by TAB to enforce any of its rights under these terms and conditions at any stage does not constitute a waiver of those rights.
51. Any personal information provided by an Entrant in participating in this Competition will be held in accordance with the Privacy Act 2020. The information collected and held by the TAB about you may be used by TAB from time to time to:
- a. Administer this Competition and verify compliance with these terms and conditions;
 - b. Ensure fairness and the integrity of this Competition;
 - c. Provide you with notifications, reminders and offers;
 - d. Assess your eligibility to receive specific products and services;
 - e. Offer you products or services that the TAB considers may be of interest to you;
 - f. Assess your eligibility for participation in any promotional events which the TAB may be running;
 - g. Carry out general market research an analysis relating to the TAB's products and services generally;
 - h. To invite you to participate in surveys, sweepstakes, competitions and similar promotions
52. TAB may match or combine the personal information that you provide when entering this Competition with other personal information about you that TAB has obtained from other sources or that may already be on TAB's records, whether that information was collected online or in physical form, and may use information already held in the administration of this Competition.
53. Pursuant to the Privacy Act 2020, 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 TAB. Additional rights may apply under applicable law.
54. By entering this Competition, an Entrant agrees to receive marketing and promotional material from TAB and its authorised agents (including electronic material).
55. Entrants into this Competition agree that TAB may disclose the Entrant's personal and Entry information to third parties in connection with any of the purposes stated under Clause 51, provided the recipient of the information is subject to an obligation of confidentiality in relation to the disclosed information.
56. Notwithstanding Clause 55, TAB 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.