

General Terms and Conditions for TAB Accounts

1. Definitions and interpretation

1.1. In these General Terms, unless the context requires otherwise:

Account means an account established by the TAB for the purpose of placing bets;

Account Details Form means the account details form used by the TAB from time to time;

Act means the Racing Industry Act 2020;

General Terms means these general terms and conditions and the Special Terms, as may be amended from time to time in writing by the TAB;

Identification means such identity documentary evidence and any other personal information as the TAB deems acceptable and necessary from time to time;

PIN means Personal Identification Number;

Rules means the Betting Rules for the administration and conduct of racing and sports betting passed on 11 August 2003, as amended from time to time in accordance with the Act;

Schedule means the schedule attached to these General Terms, as amended from time to time;

Special Terms means any special terms and conditions applying from time to time and includes the Special Terms for Internet Betting;

TAB means Entain New Zealand Limited, a delegate of TAB New Zealand; and

TAB Representative means a representative of the TAB.

1.2. A reference to a statute is a reference to a New Zealand statute and includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

1.3. Headings shall not affect the interpretation of these General Terms.

1.4. References to clauses are to clauses of these General Terms.

1.5. All amounts are in New Zealand dollars unless expressly stated otherwise.

1.6. The singular includes the plural and vice versa.

1.7. Any expression not defined in these General Terms but defined in the Rules shall bear the same meaning in these General Terms as in the Rules.

2. Establishment of your Account

- 2.1. TAB agrees to establish, and you agree to the establishment of, an Account for the purposes of allowing you to make bets subject to the terms and conditions contained in these General Terms, the TAB Privacy Policy, the Special Terms (if applicable) and the Rules.
- 2.2. To open an Account, you must:
 - (a) be 18 years of age or older;
 - (b) complete fully, and return to the TAB, the Account Details Form together with a deposit of cleared funds of not less than the minimum specified by the TAB from time to time;
 - (c) prove your identity and age by producing Identification; and
 - (d) nominate a PIN or accept a system generated PIN. If you nominate a PIN your PIN should not be easily guessed or identified as relating to you, or an obvious combination of numbers (e.g. birth date).
- 2.3. You agree you will not:
 - (a) make your PIN known to any other person;
 - (b) keep any record of your PIN in a form that can be readily identified; or
 - (c) store the PIN anywhere, in written or electronic form.
- 2.4. TAB may, at its discretion, issue you with an electronic card for Account access and identification.

3. Account to be used solely for betting

- 3.1. Your Account must be used solely for the purposes of betting with the TAB.
- 3.2. If the TAB believes, on reasonable grounds, that your Account has been, is being or will be used for purposes other than betting with the TAB, the TAB may:
 - (a) make all necessary enquiries about the activity on your Account;
 - (b) decline any request by you to withdraw funds from your Account while enquiries are made pursuant to paragraph (a) above;
 - (c) refuse to accept any deposit of funds into your Account or, having accepted such a deposit, may refund that deposit or any balance of the deposit to you at its discretion;
 - (d) close your Account, and retain any funds in your Account while enquiries are made pursuant to paragraph (a) above or remit those funds to you (less a reasonable administration fee) or retain those funds while enquiries are made pursuant to paragraph (a) above.

3A. Account not be used in certain locations

- 3A.1. You acknowledge that the laws of overseas jurisdiction prohibits the TAB from offering wagering services to persons physically located in those jurisdictions.
- 3A.2. You expressly agree that you will not place a bet nor otherwise use your Account while you are physically located in Australia, Ireland, and/or Singapore.
- 3A.3. The TAB does not warrant or imply that placing bets via your Account complies with the legal requirements of any country other than New Zealand. If you are domiciled in a country other than New Zealand, you must satisfy yourself of (and assume full responsibility for) the legality of the:
 - (a) placement of bets with the TAB or your use of the TAB's gaming and wagering services;
 - (b) deposit of funds into your Account (by you, the TAB or any other person); and
 - (c) withdrawal of funds from your Account (by you or the TAB).

4. Deposits into your Account

- 4.1. You may deposit funds into your Account by any of the means and channels approved by the TAB pursuant to the Rules, subject to any restrictions specified in the Schedule.
- 4.2. To deposit cash into your Account of an amount equal to or greater than the threshold specified in the Schedule you must produce Identification to a TAB representative before the deposit will be accepted.
- 4.3. If a person (including the TAB) deposits funds into your Account in error, the TAB may, at any time, withdraw those funds from your Account without reference to you. If at the time the TAB withdraws those funds, the balance of your Account is not sufficient to cover those funds, you will be liable for the shortfall in your Account and will be required to repay the funds deposited in error.
- 4.4. The TAB will convert into New Zealand currency any funds that you deposit into your Account that are not denominated in New Zealand currency. The relevant funds will be converted in accordance with the rate of exchange between the New Zealand dollar and the relevant currency, being the mid-rate of the buy and sell quotes for the relevant exchange rate quoted by the Reserve Bank of New Zealand immediately prior to the close of business on the day of receipt of the funds. The TAB will not be liable to you in any way for the exchange rate at which your nominated foreign currency is converted into New Zealand currency. The TAB may charge you a reasonable administration fee to cover any costs it incurs in converting your funds into New Zealand currency.

5. Withdrawals from your Account

- 5.1. Provided that your Account has a credit balance and subject to any restrictions specified in the Schedule, you may make withdrawals from your Account through the channels specified by the TAB from time to time.

- 5.2. At your request, funds withdrawn from your Account may be converted from New Zealand dollars to any currency specified by you prior to the funds being sent to you. The withdrawn funds will be converted in accordance with the rate of exchange between the relevant currency and the New Zealand dollar, being the mid-rate of the buy and sell quotes for the relevant exchange rate quoted by the Reserve Bank of New Zealand immediately prior to the conversion on the day of the remittance. The TAB will not be liable to you in any way for the exchange rate at which your New Zealand currency is converted into your nominated foreign currency. The TAB may charge you an administration fee to cover any costs it incurs in converting your funds into another currency.
- 5.3. You may not overdraw your Account at any time.
- 5.4. If you request that funds be withdrawn before you have met any turnover requirements (as required TAB), TAB may remove any Bonus Bet(s) that is in your account as a result of the original deposited funds.
- 5.5. The TAB will not be liable for payment of any funds that are remitted to you by the TAB but which you do not receive, unless the TAB receives full and irrevocable value for those funds.
- 5.6. A certificate issued by the TAB confirming that funds were remitted to you will be conclusive evidence of the relevant remittance for all purposes.

6. Administration of your Account

- 6.1. The TAB may require you to submit written advice amending any or all of the details contained in your original Account Details Form.
- 6.2. You may revoke your original Accounts Details Form and replace it with a new Accounts Details Form if you satisfy the TAB that this is reasonably necessary. Any credit in your Account will be transferred to your new Account.
- 6.3. The TAB will not investigate any claim concerning an alleged discrepancy in the balance of our Account unless you have queried the balance of your Account at least once in the two weeks since the date the discrepancy is alleged to have arisen.
- 6.4. You may ask the TAB to close your Account at any time.
- 6.5. The TAB may close your Account at any time without giving you any reason.
- 6.6. On closure of your Account, the TAB will at its discretion:
 - (a) remit the whole or part of any credit balance to you;
 - (b) retain the whole or part of any credit balance pending receipt of your instructions as to disposal of the credit balance; or
 - (c) retain any credit balance while enquiries are made pursuant to clause 6.6(a) above.
- 6.7. If your Account has not been active for a period of one year or more, the TAB may deem your Account to be dormant and, at its discretion, retain any credit amount in your Account or remit such amount to you less a reasonable administration fee.

6.8. You are not entitled to receive any interest on amounts held in your Account.

6.9. Account holders have the ability to request a statement of their Account.

7. Placing bets

7.1. You may place bets through your Account if the Account has a credit balance. The value of your bet must not exceed the credit balance of your Account.

7.2. You may place Bonus Bets through your Account if your Account has a Bonus Bet available. By placing a Bonus Bet you agree to the Terms and Conditions for Bonus Bets, which are available at: <https://www.tab.co.nz/bonus-bet-t-and-cs>.

7.3. Subject to these General Terms, you are deemed to accept a bet issued to you as recorded by the TAB against your Account.

7.4. The TAB may refuse to accept any bet placed by you without giving any reason. The TAB will use its best endeavours to communicate to you that it has not accepted the bet. The TAB will not be liable to you for any loss you may suffer as a consequence of refusing to accept a bet made by you.

7.5. The TAB will credit any Dividends, Returns and Refunds owed to you to your Account in accordance with the Rules. If a Dividend, Refund or Return is subsequently altered, then you will be liable to the TAB for repayment of the Dividend, Refund or Return. The TAB may withdraw the amount owed to it from your Account without reference to you. If at the time the TAB withdraws those funds, the balance of your Account is not sufficient to cover those funds, you will be liable for the shortfall in your Account and will be required to repay the liability to the TAB.

8. Touchtone transactions

8.1. Any bet you make through the Touchtone channel must be not less than the current minimum value as specified in the Rules.

8.2. You must listen carefully to the Touchtone automated call back and ensure that it is accurate. If you fail to correct your bet details at the time of the call back, the bet recorded on the TAB's computer system will be valid and conclusive.

8.3. If, after the call back you have confirmed your bet but then realise that it is incorrect, you may attempt to have the bet cancelled and corrected by ringing Phonebet. The time period for bet rectification of an error or omission is defined in the Rules. The TAB makes no guarantee that an attempt to correct a Touchtone bet in these circumstances will be successful. If the bet is not corrected, the bet recorded on the TAB's computer system will be valid and conclusive.

8.4. You agree that, by placing a bet via Touchtone, your bet, once it has been transmitted from your phone:

- (a) if it is a fixed-odds Touchtone bet, is an irrevocable offer by you to accept whatever may be the betting odds calculated by the TAB's fixed odds computer at the time the fixed odds Touchtone bet is processed by that computer;

- (b) may be accepted in whole or in part, or declined, by the TAB at its complete discretion; and
- (c) subject to paragraph 8.5, will be accepted by the TAB (thereby forming a betting contract) when the TAB determines that the TAB will accept the bet, with communication to you being unnecessary for this purpose.

8.5. You acknowledge that the fixed odds offered by the TAB on an Authorised Event may change between the time that you transmit your Touchtone bet to the TAB, and the time it is received by the TAB, in which case the 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 Touchtone instructions.

9. Watch & Bet Services

9.1 Watch & Bet Racing and Watch & Bet Sport is available on any computer with the latest internet browser installed, as well as iPads and iPhones. To use the TAB's Watch & Bet Racing or Watch & bet Sport Service you must:

- (a) be logged into your Account; and
- (b) have a positive Account balance; and
- (c) be located in New Zealand at the time of viewing.

10. Promotion Eligibility

10.1 Promotional Offers are only available to TAB customers who at all times act in good faith and without fraud. They are not available to customers considered to be abusing or undermining the spirit or intention of the Promotional Offer. Without limiting our other rights, TAB reserves the right, acting reasonably, to refuse your participation or disqualify you from participating in:

- (a) opening an Account with us;
- (b) placing a bet with us;
- (c) using any of our Platforms; or
- (d) using any of the above features or products,

where your usage and volume indicates that you have breached, abused or undermined these Terms and Conditions, any additional terms and conditions, or the spirit or intent of our features and products. This includes the right to cancel, void or reserve any bet involving such conduct.

10.2 TAB may, in its absolute discretion, determine that an account holder is no longer eligible to receive Promotional Offers.

10.3 TAB will endeavour to advise an account holder should they be deemed ineligible to receive Promotional Offers.

11. Privacy Act

11.1 By establishing an account you agree to these provisions governing privacy of information and security as outlined in the TAB Privacy Policy, which is available on TAB's website. When you contact the TAB, open your Account, operate your Account, use the TAB's website and/or the TAB app, and/or place bets with the TAB, the TAB is collecting personal information from you for the primary purpose of establishing and maintaining the relationship between you and TAB. TAB may not be able to open an Account for you if all the requested information is not provided.

11.2 TAB may collect personal information about you, including but not limited to the following types of information:

- (a) personal details (including but not limited to name, date of birth, gender and contact details);
- (b) identity verification information;
- (c) recordings of telephone calls and records of written correspondence;
- (d) website or TAB app activity (including but not limited to deposit, withdrawal or betting transactions);
- (e) financial information (including but not limited to bank account numbers, credit card information, or debit card information);
- (f) activity preferences;
- (g) your location (including your IP address); and
- (h) your appearance.

11.3 The TAB may collect such personal information:

- (a) from you directly, including during the establishment of your account;
- (b) by reviewing your activity and/or transactions on the TAB's website, on the TAB app, and/or at TAB venues (including but not limited to race tracks);
- (c) from any identifiable individual;
- (d) from any other agency (as defined by the Privacy Act 2020); and
- (e) from any third party.

11.4 Information collected and held by the TAB about you may be used by the TAB from time to time to:

- (a) assess your credit-worthiness;

- (b) confirm that your Account is being used in accordance with these General Terms (and, in particular, that it is being used solely for the purposes of betting with the TAB);
- (c) provide you with Account related support, notifications, reminders and offers (including Account deposit, Account withdrawal, Account balance and Account activity) during the establishment and on-going use of your Account;
- (d) manage your Account and assess your eligibility to receive specific products and services;
- (e) offer you products or services that the TAB considers may be of interest to the you;
- (f) provide a customer experience specific for you;
- (g) assess your eligibility for participation in any promotional events which the TAB may be running;
- (h) deal with your requests, enquiries or complaints and other customer related activities;
- (i) carry out market research and analysis relating the TAB's products and services generally;
- (j) monitor Account activity in order to detect and prevent corruption in sport and racing and;
- (k) comply with its obligations under applicable laws, including but not limited to problem gambling, harm prevention and minimisation under the Act.

11.5 Pursuant to the Privacy Act 2020, you have the right to view and correct personal information held by the TAB.

11.6 Personal information may be disclosed by the TAB to third parties in connection with any of the purposes stated under clause 11.4 provided that the recipient of the information is subject to an obligation of confidentiality in relation to the disclosed information.

11.7 Notwithstanding clause 11.6, the 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 Rules of Racing of New Zealand or of another jurisdiction, or any relevant legislation of New Zealand or of another jurisdiction.

12. General

12.1 You are subject to these General Terms (including any Special Terms) and the Rules.

12.2 If there is an inconsistency between these General Terms and the Rules, the Rules prevail. A copy of the Rules are available at the TAB's website www.tab.co.nz and you should check them regularly to ensure you are familiar with them, as they will change from time to time.

12.3 If there is any inconsistency between any Special Terms and these General Terms, the Special Terms prevail.

- 12.4 The TAB will notify Account Holders of any amendments to these General Terms made from time to time through its website, www.tab.co.nz.
- 12.5 These General Terms are governed by, and are to be construed in accordance with, New Zealand law. The parties submit to the exclusive jurisdiction of the New Zealand Courts.
- 12.6 Failure or omission by the TAB at any time to enforce or require strict or timely compliance with any terms of these General Terms will not affect or impair that term in any way or the rights of the TAB to avail itself of the remedies it may have in respect of that term. No waiver by the TAB of any breach by you of any term of these General Terms at any time is to be deemed to be a waiver of any other breach of that term or any other term by you.
- 12.7 If any term of these General Terms is, or becomes, unenforceable, illegal or invalid for any reason, the relevant term is to be deemed modified to the extent necessary to remedy the unenforceability, illegality or invalidity. If this is not possible, the relevant term is to be severed from these General Terms, without affecting the enforceability, legality or validity of any other term of these General Terms.
- 12.8 These General Terms and the Rules constitute the entire agreement of the parties in respect of establishing and operating your Account and supersede all previous agreements in respect of those matters.
- 12.9 All liability of the TAB to you or any other person for any loss or damage whatsoever suffered (including, but not limited to, direct, indirect and/or consequential loss), whether in tort (including negligence), contract or otherwise, is expressly excluded to the fullest extent permitted by law. In particular, the TAB, and any employee, agent or contractor of the TAB, will not be liable for any loss arising from the unauthorised use of your Account.
- 12.10 The TAB will not be liable for any loss arising from the postage of remittances to an address supplied by you to the TAB.