



**Ladbrokes Digital Australia Pty Ltd**

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## Ladbrokes Tip Off (Basketball)

### Terms and Conditions

1. The promoter is Ladbrokes Digital Australia Pty Ltd (ABN 25 151 956 768) of 461-473 Lutwyche Road, Lutwyche Queensland, 4030, phone 1300 523 276 (**Promoter**). The Promoter and its related companies are referred to as the **Promoter Group**.
2. Instructions and information on how to enter the promotion form part of these terms and conditions, and entry into the promotion is deemed acceptance of these terms and conditions and all of the Promoter's terms and conditions.
3. The Promotion will run on the below selected dates between 4 February 2019 at 4:00pm to 26 February 2019 at 11:59pm. (**Promotion Period**). Each day that the Promotion features NBA Basketball matches for selection will be termed a Promotion Day. Promotion Days will be as follows:
  - a. 5 February 2019 (Promotion open from 4:00pm 4 February 2019)
  - b. 12 February 2019 (Promotion open from 4:00pm 11 February 2019)
  - c. 19 February 2019 (Promotion open from 4:00pm 18 February 2019)
  - d. 26 February 2019 (Promotion open from 4:00pm 25 February 2019)

Please note that these dates and times are subject to change based on the timing of the NBA matches.

4. Entry to the Promotion is free. Entry is open to residents of Australia who are 18 years of age or older and who have a current customer account with the Promoter.
5. The following people are not eligible to win any prizes resulting from this promotion:
  - a) directors, managers, agents, employees of the Promoter Group and their immediate families; and
  - b) a person whose betting account with the Promoter Group is restricted in any way (including with respect to Ladbrokes promotions), suspended or inactive due to a Responsible Gambling concern or for another reason.
6. Entrants may access the Promotion by logging into their Ladbrokes Account on their desktop browser or via a Ladbrokes app, and navigating to the 'Ladbrokes Tip Off (Basketball)' Free to Play Game site (<https://www.ladbrokes.com.au/free-to-play-games>) (**the Game site**).
7. The entrant will then be permitted to make selections relating to upcoming NBA Basketball matches. For each of the matches on the specified day the entrant must make the following selections:
  - a. the team to win the match (**Win**); and
  - b. the winning margin of the match, being the difference in points between the teams once the match and any overtime periods have ended (**Winning Margin**).

8. Entrants will be able to amend their selections only up until the advertised start time for the associated NBA Basketball match, after which entry for that match is closed and selections for the match will no longer be accepted.
9. Unless otherwise stated, the results for Win and Winning Margin will be decided based on the official NBA score at the completion of the NBA Basketball match including overtime (**the Outcome**).
10. The data used to determine the Outcomes will be drawn from the official NBA website: [www.nba.com](http://www.nba.com).
11. Should an NBA Basketball match be postponed after the start time for that match, all selections relating to that match will stand until the match is played and completed. If a match is not played on its scheduled date, or if the match is abandoned, cancelled or not completed, all selections for that match will be classed as void.
12. To determine the scoring, each entrant will be allocated a virtual equivalent of \$20AUD to be used to make selections on the Win and Winning Margin options for each NBA Basketball match. This will then be used to calculate a dividend, based on the Ladbrokes SP or Fixed Price associated with the entrant's selections as at the advertised start time for the match, and on the Outcome for that match. The dividend will represent the entrant's score associated with that particular selection.

For example, where an entrant successfully tips a match with an associated Ladbrokes Fixed Price or SP of \$1.70 (Win) and \$4.00 (Winning Margin), the entrant's score for that match would be calculated by multiplying the SP or Fixed Win Price with the virtual \$10, then subtracting the virtual \$10 from the total amount. This process would then be repeated with the additional virtual \$10 and the SP or Fixed Winning Margin Price, with both sets of points then added to form the entrant's total points for that match. For example:

$$\begin{aligned}
 \$10 \times 1.70 &= \$17 - \$10 = \text{Score of 7 (Win points)} \\
 \$10 \times \$4 &= \$40 - \$10 = \text{Score of 30 (Winning Margin points)} \\
 30 + 7 &= 37 \text{ (Total points)}
 \end{aligned}$$

If the entrant fails to tip the correct Win market outcome of the match, the entrant will receive zero points for both their Win and Winning Margin Selections.

It is possible for an entrant to tip the correct Win market, but not tip the correct Winning Margin. In this case, the entrant will receive a score in accordance with the above calculation for the Win market, but will receive no points in relation to their tip for the Winning Margin.

As the price for each selection will be calculated based on the official Ladbrokes SP or Fixed Price as at the advertised start time for the match, the price shown at the time the entrant is making their selections may be different to the price used for score calculation purposes.

13. For each Promotion Day during the Promotion Period, the Promoter will tally the scores earned by the entrants for that Promotion Day. The entrants with the highest 5 scores will be eligible for a prize, in accordance with the prize table set out in clause 14.
14. Each Promotion Day will have associated prizes that will be awarded to the entrants whose selections have generated the highest scores for that Promotion Day (being the largest total amount of dividends). The prizes available for each Promotion Day will be as follows:

Position	Prizemoney
1st	\$500
2nd	\$250
3rd	\$150
4th	\$50
5th	\$50

15. The following conditions apply to the prizes:
  - a. Where the scoring results in a dead heat among entrants for a particular prize, all relevant prizes equal to the number of entrants involved in the dead heat will be shared equally among those entrants. For example, where there are three entrants who are in a dead heat for first place, the top three prizes will be combined and shared equally among the three entrants.
  - b. The share of the cash prize will be deposited into the prize winner's Ladbrokes account. Prizes can take up to 14 days' to reach a winner's account.
  - c. Should it be identified that an entrant has breached the Promoter's Terms of Use while participating in the Promotion, that entrant will be deemed ineligible for any prizes.
  - d. Where a prize winner is deemed ineligible, or is unable to receive their prize, the Promoter reserves the right to disqualify that participant and award the prize to the eligible entrant (or entrants) with the next highest score, if applicable.
  - e. The prize winners must do everything required of them to accept and take delivery of the prize within 14 days of being notified that they are a prize winner, including verifying their identity with the Promoter to the Promoter's satisfaction.
  - f. If the prize winner fails to comply with clause 15(e), the prize winner will be deemed ineligible, their right to the prize will be forfeited and they will not be compensated in any way;
  - g. If the prize (or a component of it) is not available for any reason, we reserve the right to substitute the prize with another of similar value;
  - h. The right to the prize is not transferable or assignable to another person (other than in accordance with clause 15(g)); and
  - i. Any taxes which may be payable as a result of receiving a prize are the sole responsibility of the prize winner.
16. The total retail value for all prizes is \$4000.
17. The Promoter's decision as to the results of the Promotion are final and no correspondence will be entered into.
18. The Promoter will attempt to notify prize winners via the telephone number and email address listed on their Ladbrokes accounts within 72 hours after the Outcome of that match is known. It is the entrant's responsibility to ensure that the phone number and

email address listed on their Ladbrokes account is up to date. The Promoter may also announce or publish the name and suburb or town of the prize winners in any media, including social media.

19. The Promoter reserves the right, at any time, to verify the validity of any entry or disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or the Promoter's Terms and Conditions (available at <https://www.ladbrokes.com.au/terms-and-conditions/>) or who tampers with the entry process. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion.
20. The Promoter reserves the right to cancel, withdraw or suspend the Promotion at any time. If the Promoter reasonably considers that a change to these terms and conditions is likely to benefit entrants or be of immaterial detriment to entrants, then the Promoter can make the change immediately and does not need to notify entrants. Alternatively, the Promoter may vary these terms and conditions by placing a notification at all places where these terms and conditions are made available to entrants.
21. The Promoter accepts no responsibility for late, lost or misdirected entries. Beyond the reasonable control of the Promoter, the Promoter cannot be held liable for, and accepts no responsibility for any postponement, cancellation, delay or changes to the Promotion, prizes or relevant NBA Basketball matches; any technical failures or unavailability of the Game Site or other related platform; any printing or typographical errors in any material or information associated with the Promotion; or any act or default of any third-party supplier including without limitation errors relating to fixtures, pricing and scoring data. The Promoter is not responsible for any problems or technical malfunction of any computer system, software or internet difficulties, including any damage to an entrant's device, resulting from participating in the promotion. Any cost associated with participating in the promotion is the entrant's responsibility.
22. The Promoter will not be liable for any loss or damage or personal injury suffered or sustained in relation to the promotion or a prize except for any liability which cannot be excluded by law.
23. If the Promoter is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances. 'Force Majeure' means any event beyond the reasonable control of the Promoter, which occurs without the fault or negligence of the Promoter.
24. Subject to obtaining the approval from the regulator (if applicable), the Promoter reserves the right to delay or modify any aspect of this promotion if for any reason it is not capable or running as planned (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures, power failures or due to any other causes unforeseen or beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion) but only to the extent necessary to overcome the issue that is affecting the running of the promotion as planned.

25. By participating in the promotion, an entrant authorises the Promoter Group, and contractors and agents of the Promoter Group, to access, collect and use personal information about the entrant, and disclose personal information about the entrant, to the Promoter Group and its contractors and agents, for the purposes of (i) conducting the promotion; (ii) providing the entrant with information and marketing material about products and services of the Promoter Group; and (iii) making arrangements for a prize winner to be notified and receive their prize. Such information may be provided electronically, or by contacting the entrant by telephone or other means, until such time as the entrant asks the Promoter not to provide further information. The Promoter's Privacy Policy (available at [www.ladbrokes.com.au/terms-and-conditions/](http://www.ladbrokes.com.au/terms-and-conditions/)) contains information about how to access, correct or make a complaint about the Promoter's handling of personal information. A prize winner may be asked by the Promoter to participate in publicity associated with the promotion. The prize winner will have the right to elect whether or not to participate in that publicity.
26. If an entrant does not provide the personal information requested, the entrant cannot participate in the promotion and will not receive information about products and services of the Promoter Group. An entrant can request access to information held about them by contacting the Promoter at [support@ladbrokes.com.au](mailto:support@ladbrokes.com.au)
27. All references to time in these terms and conditions are a reference to local Queensland time.
28. We have obtained the following permit for the promotion: NSW permit No. LTPS/19/31546 and ACT permit No. ACT TP 19/02605.