

## **Ladbrokes Digital Australia Pty Ltd**

ABN 25 151 956 768 461-473 Lutwyche Road, Lutwyche QLD 4030 PO Box 1157, Lutwyche QLD 4030 Phone +61 7 3857 0777

## The Ladbrokes Platform

## **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. Entry to the promotion is free and automatic and open to the first 150 valid entries only when you register either:
  - a. via the Ladbrokes website between 9:00am on Friday, 15 June 2018 and 5:00pm on Thursday, 19 July 2018 (**Promotion Period One**); or
  - via the Ladbrokes Activation area in the Ladbrokes Kiosk located at Fannie Bay Race Course, Darwin, Northern Territory between 9:00am and 5:00pm on Saturday, 21 July 2018 (Promotion Period Two).
- 4. Entry is open to residents of Australia with the exception of residents of New South Wales, South Australia and Victoria, who are 18 years of age or older and who have an account with the Promoter.
- 5. Directors, managers, agents, employees of the Promoter Group and their immediate families are not eligible to win any prizes resulting from this promotion.
- 6. The prize for the promotion is 150 sets of:
  - a. Two General Admission tickets to Fannie Bay Race Course for NT Derby Day on 21 July 2018 (awarded to entrants entering during Promotion Period One only); and
  - b. Two tickets to the Ladbrokes Platform area at Fannie Bay Race Course for NT Derby day on 21 July 2018 (including complimentary drink on arrival, complimentary share platters between 1:00pm and 2:00pm, complimentary race book and complimentary Ladbrokes hat and stubby cooler).
- 7. Entrants can have only one entry in the promotion across both Promotion Period One and Promotion Period Two.
- 8. The following conditions apply to the prize:
  - a. The prize is limited to the items listed in clause 6, and any additional costs or charges must be paid by the winner, including but not limited to travel between the winner's home and Fannie Bay Race Course, etc;
  - b. The tickets are only able to be used by persons who are 18 years of age or older;

- c. The prize winner must do everything required of them to accept and take delivery of the prize within a reasonable period of time;
- d. If the prize winner fails to comply with clause 8(c), their right to the prize will be forfeited and they will not be compensated in any way;
- e. 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, or at our discretion, with a cash sum equivalent to the retail value of that component of the prize; and
- f. The right to the prize is not transferable or assignable to another person, or redeemable for cash (other than in accordance with clause 8(e)).
- 9. The first 150 valid entries received will win a prize. The Promoter's decision as to the result of the prizes is final and no correspondence will be entered into.
- 10. General Admission tickets listed in clause 6(a) will only be awarded to prize winners who enter the promotion during Promotion Period One. Prize winners who enter the competition during Promotion Period Two (i.e. inside Fannie Bay Race Course) will not receive two General Admission tickets and will not receive any reimbursement for the price of their ticket(s) to the NT Derby Day at Fannie Bay Race Course on 21 July 2018.
- 11. The retail value for each set of prizes is \$200 AUD for prize winners who entered during Promotion Period One or \$160 AUD for prize winners who entered during Promotion Period Two.
- 12. The Promoter will attempt to notify the prize winners via email shortly after entry.
- 13. 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 who tampers with the entry process. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion.
- 14. If the Promoter reasonably considers that a change to these terms and conditions is likely to benefit entrants or be 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.
- 15. The Promoter accepts no responsibility for late, lost or misdirected entries. 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 are the entrant's responsibility.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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 and (ii) providing the entrant with information and marketing material about products and services of the Promoter Group. 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/) 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.
- 20. 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.
- 21. All references to time in these terms and conditions are a reference to local Northern Territory time.
- 22. This promotion is a game of skill and chance plays no part in determining the winner(s). This promotion is a game of skill because the objective of the game is to register and enter the competition as quickly as possible once the start time/date for the promotion occasion begins.