



Ladbrokes Digital Australia Pty Ltd

ABN 25 151 956 768

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## Ladbrokes Tip Off (Racing)

### 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 the period of 12:00pm 4 April 2019 to 11:59pm 27 April 2019.
4. The Promotion will incorporate the Greyhound, Harness and Horse Racing Meetings (**Meetings**) listed in the table below. Opening times for participation in relation to all Meetings will be in accordance with the table in clause 6.

Closing Times for participation in relation to all Meetings will be the scheduled starting time of the last race of the Meeting.

5. Prizes for participants for each Meeting will be distributed in accordance with the table below:

	Prize Cat 1	Prize Cat 2	Prize Cat 3
Total prize money	\$3,333	\$2,500	\$1,000
1 <sup>st</sup> place	\$1,333	\$1,000	\$500
2 <sup>nd</sup> place	\$600	\$500	\$250
3 <sup>rd</sup> place	\$400	\$300	\$150
4 <sup>th</sup> place	\$300	\$200	\$50
5 <sup>th</sup> place	\$250	\$150	\$50
6 <sup>th</sup> place	\$150	\$100	N/A
7 <sup>th</sup> place	\$150	\$100	N/A
8 <sup>th</sup> place	\$50	\$50	N/A
9 <sup>th</sup> place	\$50	\$50	N/A
10 <sup>th</sup> place	\$50	\$50	N/A

6. Meetings, Meeting Dates and Opening Time Categories for each meeting are set out in the table below:

Meeting Date	Opening Time	Meeting	Prize Category
06/04/2019	12:00pm 04/04/2019	Royal Randwick, Sydney NSW	Category 2
13/04/2019	12:00pm 11/04/2019	Royal Randwick, Sydney NSW	Category 1
19/04/2019	6:00pm 18/04/2019	Ascot Racecourse, Perth WA	Category 3
20/04/2019	12:00pm 18/04/2019	Royal Randwick, Sydney NSW	Category 2

25/04/2019	6:00pm 23/04/2019	Flemington Racecourse, Melbourne VIC	Category 2
27/04/2019	12:00pm 26/04/2019	Hawkesbury Race Club, Clarendon NSW	Category 3

Please note dates and scheduled times are subject to change given nature of the racing industry.

7. Entry to the Promotion is free. For public games, 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. To enter a VIP Game, entry is open to those who fulfil the criteria listed in this section, and who also possess and enter a valid VIP entry code.
8. 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), unverified, suspended or inactive due to a Responsible Gambling concern or for another reason.
9. 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 Free to Play Game site (<https://www.ladbrokes.com.au/free-to-play-games>) (**the Game site**).
10. The entrant will then be permitted to make a Win and Place combined selection (**a Selection**) for each of the races scheduled for the specific Meeting(s) open for entry at that time (as specified in the table above).
11. Entrants can amend their selections only up until the advertised start time for the associated race, after which entry for that race is closed and selections for the race will no longer be accepted.
12. Unless otherwise stated, the results for each race will be decided based on the official results as made by the relevant racing authority on the day of the race.
13. In the event that a race is abandoned, transferred or postponed, that race will not count towards the promotion, and no points will be awarded for selections relating to that race. However, in the event that a race is re-run on the same day, at the Promoter's discretion, the Promoter may permit selections relating to that race to stand.
14. In the event that a race meeting is abandoned, transferred or postponed, the promotion for that Meeting will be cancelled.
15. In the event of a dead heat, reduced points will be awarded in relation to all runners involved in the dead heat, dependent on the number of runners involved in the dead heat. The reduced points shall be calculated for each participant involved in the dead heat by dividing the face value of the participant's tip divided by the total number of runners involved in the dead heat.

16. To determine the scoring, each selection from each entrant will be allocated a virtual equivalent of \$20 to make a Selection. The virtual \$20 for the Selection will then be used to calculate a dividend, based on the Ladbrokes SP or Fixed Price associated with the entrant's selection as at the advertised start time of the race, and on the Outcome for each race. The dividend will represent the entrant's score associated with their selections for that particular race.
17. For example, where an entrant successfully tips a runner with an associated Ladbrokes Fixed Price or SP of \$4.00 (win) and \$1.70 (Place), the entrant's score for that race would be calculated by multiplying the Fixed Win Price with the virtual \$10 and subtracting the virtual \$10 from the total amount. The process would then be repeated with the additional virtual \$10 and the Fixed Place Price, with both sets of points then added to form the entrant's total points for that selection. For example:

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

18. Entrants may be asked to select one runner from the meeting as their 'Game Boost'. This runner will be allocated a virtual equivalent of \$40 to make a Selection.
19. If the entrant's selections are not successful based on the results of the race, or if the entrant fails to make any selections for a race, the entrant will receive zero points for that race. As the price for each selection will be calculated based on the official Ladbrokes SP or Fixed Price as at the advertised start time of the race, the price shown at the time the entrant is making their selections may be different to the price used for score calculation purposes.
20. If a participant selects a horse that is later scratched, the selection will automatically be updated with the favourite for that race at the advertised time of race start, based on Ladbrokes SP or Fixed odds. Should there be two equal favourites at that time, the automatic selection will be in favour of the horse with the lowest (lowest being #1 or closest to #1) saddle cloth number or box number.
21. Prize winners for each Meeting (or group of Meetings) will be determined according to the entrant whose selections have generated the highest score (being largest total amount of dividends) for each respective meeting. First prize will be awarded to the entrant with the highest score; second prize will be awarded to the entrant with the second highest score, and so forth.
22. The following conditions apply to the prizes:
- 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 five entrants who are in a dead heat for first place, the top three prizes will be combined and shared equally among the three entrants.
  - 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 participant (or participants) 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 22(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 22(g)); and
  - i. Any taxes which may be payable as a result of receiving a prize are the sole responsibility of the prize winner.
23. The total retail value for all prizes is \$12,833.
24. The Promoter's decision as to the results of the Promotion are final and no correspondence will be entered into.
25. The Promoter will attempt to notify prize winners for each specific Meeting via the telephone number and email address listed on their Ladbrokes accounts within 72 hours after the Closing Time for that Meeting. 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.
26. 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.
27. 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.
28. 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 race meetings and races; any technical failures or unavailability of the

Competition Website 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, races, pricing, scoring, and resulting 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.

29. 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.
30. 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.
31. Subject to obtaining the approval from the regulator (if applicable), the Promoter reserves the right to cancel, 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.
32. 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; (b) providing the entrant with information and marketing material about products and services of the Promoter Group; and (c) 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.
33. 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)

34. All references to time in these terms and conditions are a reference to local Queensland time.
35. We have obtained the following permits for the promotion: NSW permit No. LTPS/19/33213 and ACT permit No ACT TP 19/02998.