

TERMS AND CONDITIONS FOR THE "WIN \$5,000 DM" PROMOTION

THE PROMOTION

1. The "Win \$5,000 DM" promotion (the **Promotion**) commences on Saturday 5th December 2009 and ends at 11:59 AEDST on Thursday 24th December 2009 (the **Promotion Period**).
2. The Promoter is Tabcorp Manager Pty Ltd (ABN 98 064 304 016), 5 Bowen Crescent, Melbourne VIC 3004 (the **Promoter**).

ENTRY REQUIREMENTS

3. Entry is open to all residents of Australia aged over 18 years who satisfy these Terms and Conditions (the **Entrant**).
4. To enter the Promotion an Entrant must present the original coupon, received in the mail from their participating Tabaret venue, to the cashier at their participating Tabaret venue when they spend \$20.00 or more (excluding TAB and Bottleshop) in a single transaction at their participating Tabaret venue during the Promotional Period.
5. A list of all the participating Tabaret venues for the Promotion is available at www.tabaret.com.au under the *Promotions* section of the website.

THE PRIZE

6. The prize for this Promotion is \$5,000 in the form a cheque (the **Prize**).

PRIZE DRAW

7. The draw in relation to the Promotion will take place at the Promoter's office at 3pm AEDST on Wednesday 27th January 2010 (the **Prize Draw**).
8. The first valid entry drawn will win the Prize.
9. Entrants do not have to be present at the Prize Draw to win the Prize in the Promotion.
10. The winning Entrant drawn in the Prize Draw (the **Winner**) will be notified by mail and his/her name will be published in the Herald Sun on Friday 19th February 2010.
11. The Entrant drawn in the Prize Draw may be required to present one form of valid photographic identification (passport or Australian drivers licence) or two forms of valid non-photographic identification acceptable to the Promoter in order to determine eligibility to participate in the Prize Draw and/or to claim the Prize. The drawn Entrant may be required to complete a statutory declaration to confirm their eligibility to accept the Prize.
12. The Promoter may conduct such further prize draws as are necessary if the Prize remain unclaimed three months after the Prize Draw. If necessary, an unclaimed prize draw will be conducted at the Promoter's office at 3pm AEDST on Tuesday 27th April 2010. The winner will be notified by phone and mail within three days of the subsequent prize draw (the **Subsequent Winner**).

13. If the Subsequent Winner can be contacted and identified in the manner set out in paragraphs 10 and 11 above, that person will then become the "Winner" for the purposes of these Terms and Conditions.

INVALID DRAWS/ENTRIES

14. If the Promoter reasonably suspects that a drawn Entrant or Winner is not eligible, has breached these Terms and Conditions, or has acted improperly to increase their chances of winning the Prize, the Promoter reserves the right to refuse to award the Prize to that drawn Entrant or Winner and conduct a re-draw for the Prize that the drawn Entrant or Winner would otherwise have won.

GENERAL

15. Information on the Prize and how to enter form part of these Terms and Conditions.
16. The Promoter accepts no responsibility for lost, late, illegible or misdirected entries.
17. The Promoter reserves the right to cancel or change the Prize (or any part of it) if there are any changes to the law which would or might render any aspect of the Promotion or the Prize unlawful. The Promoter reserves the right to substitute the Prize (or any part of it) for an item or items of similar value.
18. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and such decision will be final and binding.
19. The Promoter's decision is final and no correspondence will be entered into. Prizes are not transferable or exchangeable. All entries become the property of the Promoter.
20. Directors, management and employees of the Tabcorp group of companies (including but not limited to TAB, Star City and Jupiters companies) and their immediate families are not eligible to participate in the Promotion.
21. Directors, management and employees of any participating Tabaret venue and any agencies associated with the Promotion and each of their respective immediate families are not eligible to participate in the Promotion.
22. Participants in the Promotion and/or the Prize agree that their participation in the Promotion and/or the Prize is at their own risk and, to the extent permitted by law, the Promoter will not be liable for any damage or loss (including without limitation personal injury, loss and profits and loss of income) suffered by any person in connection with any participation in the Promotion or the Prize.
23. The Promoter, its contractors, employees and agents, shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered sustained or incurred (including but not limited to indirect or consequential loss) as a result of, arising out of or in any way connected with the Promotion and/or the Prize, except for liability that cannot be excluded by law. Tax implications may arise from the receipt or use of the Prize. Independent financial advice should be sought.

24. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, arising out of or in any way connected with this Promotion. The Promoter is not responsible for any problems or technical malfunction of any telephone, network or lines, computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to an Entrant's or any other person's computer related to or resulting from participation in or down-loading any material in this Promotion.
25. Entry into the Promotion shall be deemed acceptance of these Terms and Conditions of entry and is deemed approval to use the Winners' name(s) and photograph(s) for publicity purposes. The Promoter may at its discretion refuse to award the Prize to any entrant who fails to comply with these Terms and Conditions.
26. The laws of the state of Victoria govern the Promotion.
27. Tabcorp is committed to providing a safeguard for your personal information. To read a copy of our Privacy Statement and understand for what purpose for which we may collect, store, use and disclose your personal information please visit our website at www.tabcorp.com.au/util_privacy.aspx. This Privacy Statement describes how we will comply with our obligations under the Privacy Act 1988, including the National Privacy Principles
28. The Promotor collects personal information in order to conduct the Promotion, and administer, the Promotion. Without your personal information we cannot enter you in the Promotion. Subject to some exceptions allowed by law, you may request access to your personal information while we store it. We will assess your request in accordance with the law and tell you why if access is denied. A request to access, update or correct any information should be directed to Privacy Officer Tabcorp, GPO Box 1943 Melbourne VIC 3004.