

Sweep Terms & Conditions

| | |
|------------------------------------|---|
| Promotion | THE KOSCIUSZKO PROMOTION |
| Promoters | RACING NSW WITH THE ASSISTANCE OF TAB |
| Promotional Period | Start Date: 1 July 2022 End Date: 30 October 2022 |
| Eligible Participants | <ul style="list-style-type: none"> • Entry is open to NSW residents aged 18+. • The directors, officers and employees of the Promoters and their related bodies corporate and their immediate families and any of the Promoters' contractors associated with this Promotion and their immediate families are not eligible to participate in this Promotion. • Excluded Persons may not enter. "Excluded Persons" means any person identified by Racing NSW as a minor, self-excluded patron, involuntarily excluded patron or a person identified at the discretion of Racing NSW as someone who is not a 'fit and proper person' as determined by Racing NSW. If a person is identified as an Excluded Person, the Promoter reserves the right to refuse to allow the person to take part in the Promotion, or receive any or all aspects of the Prize, and the Promoters will notify any relevant regulator accordingly where required by law to do so. |
| How to enter | <p>Eligible Participants who satisfy the following criteria (each, an "Eligible Entrant") will be entered into the Promotion:</p> <ul style="list-style-type: none"> • NSW Residents over the age of 18 who have purchased a valid ticket at a cost of \$5.00 from a registered TAB outlet or electronic device (properly authorized and in compliance with all relevant rules and regulations to offer the services of TAB and including any app or website) |
| Number of entries permitted | <p>If a participant purchases more than one entry and is drawn as the winner of a prize more than twice, the participant will only be eligible to receive the first and second prizes they are drawn for and subsequent tickets will be forfeited as invalid, with another ticket to be drawn in its place until a winner with a different identity is drawn. A participant by valid and proper purchase of one \$5.00 ticket is eligible to be a Sweep Winner as defined in the 'Conduct of Prize Draw'.</p> |
| Conduct of Prize Draw | <p>The competition is split into two stages, hereafter referred to as 'Stage One' and 'Stage Two' respectively.</p> <p>Stage One</p> <p>All Eligible Entrants will be placed into a draw to participate in a Sweep, to be conducted first on 9 September 2022 at 10am to establish the identity of the Sweep Winners of Stage One ("Sweep Winners") at L7, 51 Druiett Street, Sydney NSW 2000 by random number generator.</p> <p>i) The Sweep Draw</p> <p>There will be a total of 14 winners drawn, consisting of 14 winning 'slot holders' in the Kosciuszko Race to be run on 15 October 2022. Each of the 14 Eligible Entrants drawn on 9 September 2022 (the Sweep Winners) will receive the right to be a 'Slot Holder' in the Kosciuszko Race, with all 14 winners receiving equal rights. As a 'Slot Holder' in The Kosciuszko, each of the winners have the right to nominate a horse to compete for them in the race after negotiating terms (including a share of prizemoney) with the horse's owner with assistance from Racing NSW if necessary. Sweep Winners will also receive VIP race day hospitality on the race day. Total prizemoney in the Kosciuszko Race will be at least \$2 million. The prize pool for the race will be shared amongst each runner (and associated Slot Holder) based on finishing position. Sweep Winners will therefore receive a share of the prize pool reflecting the position that their horse finishes in the race and the prizemoney split that was negotiated with the relevant horse's owner. The total prize pool is therefore \$2 million.</p> <p>An additional 14 'Reserve Winners' will also be drawn to allow Racing NSW to vet the first 14 winners to comply with the 'fit and proper person' requirement. If any of the first 14 winners do not meet the 'fit and proper person' requirement they will be substituted for by one of the 14 'Reserve Winners' in the order that they are drawn. The full draw procedure is further explained below:</p> <p>Stage Two</p> <p>i) Final Stage of Sweep</p> <p>Once the Sweep Winners have been determined through Stage One, prizemoney from the race will be allocated in accordance with the finishing position of the relevant horses as set out below under 'Prizes'.</p> |

| | |
|--|--|
| Prizes | <p>As described above, the winner of Stage One of the Sweep wins the right to be a 'Slot Holder' and then receive their portion of their allocated horse's winnings from the prizemoney pool.</p> <p>As described above, Sweep Winners will win equal rights to a horse in the Kosciuszko Race and then win a portion of the total value of the prizemoney for the race, being at least \$2 million less relevant deductions. The <u>minimum</u> amount payable to a successful Sweep Winner is \$3,000 for the Kosciuszko. However, Racing NSW estimates that the total value of prizes for 'Slot Winners' will range from between \$300,000 for the winner whose horse finishes first to \$4,000 for the winner whose horse finishes last. Aside from the minimum amount of \$3,000, this is an estimate only and may vary depending on the terms that each slot holder negotiates for the horse representing them in the race. Racing NSW will assist with negotiations upon request and proof of identification in the form of at least a drivers' license.</p> <p>In the event of a 'dead heat' where two horses cannot be separated by examination of the Stewards to determine one winner and one loser, the relevant winning stakes will be divided in the same way that official prizemoney would be divided in analogous circumstances.</p> <p>In addition, all winners will also receive VIP hospitality valued at approximately \$450.00 per person.</p> |
| Additional Conditions for Prizes | |
| <p>Each Winner is responsible for all associated costs with the Prizes, including where applicable, travel, accommodation and any other ancillary costs.</p> <p>The Prizes are not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion).</p> <p>Both the winner and their guest(s) (where applicable) must be over the age of 18.</p> <p>Prize values are GST exclusive, are in Australian dollars and are the recommended retail values as provided by the supplier (or an appropriate estimate of such value) and are correct at time of printing.</p> | |
| Notification of prize winners | <p>The Winner/s of Stage One of the Sweep will be notified by telephone or text where possible on 9 September 2022 where the email address and/or phone number are provided by the Winner. The Winners of Stage One will also be notified publicly with their details to be published on www.thekosciuszko.com.au, www.racingnsw.com.au, Racing NSW social media, Sky Channel, the Daily Telegraph and the Sydney Morning Herald. The Winners of Stage Two will be determined in accordance with the outcome of the race and will be published on www.thekosciuszko.com.au and www.racingnsw.com.au.</p> |
| Unclaimed prizes | <p>In the event that for any reason whatsoever any Winner does not accept or claim a Prize (including if the Promoters are not able to successfully get in contact with the Winner) by 4pm 15 September 2022 for Stage One, then the Prize will be forfeited by the Winner and the Promoters will immediately undertake an unclaimed prize draw ("<i>Unclaimed Prize Draw</i>") at the offices of Racing NSW. The Unclaimed Prize Draw will be conducted in the same manner as the initial prize draw and in accordance with these terms and conditions, except that the relevant Winner will not be included. The winner of the Unclaimed Prize Draw ("<i>Unclaimed Prize Draw Winner</i>") will be the first selected Eligible Entrant and the process will continue until the prize is claimed.</p> <p>In the event that for any reason whatsoever the Unclaimed Prize Draw Winner does not accept the Prize (including if the Promoters are not able to successfully get in contact with the Unclaimed Prize Draw Winner) by 12pm on 16 September 2022 the Prize will be forfeited by the Unclaimed Prize Draw Winner and another Unclaimed Prize Draw will be immediately held at the offices of Racing NSW. A new unclaimed prize draw will be held at the offices of Racing NSW every 24 hours (excluding weekends and NSW public holidays) with winners selected from the initially selected pool of Reserve Winners until all Winners have been found.</p> |

General Terms and Conditions

Each Eligible Participant acknowledges and agrees that he/she has read these Conditions of Entry and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry.

1. Taxes

Any taxes which may be payable as a consequence of the Winner or Unclaimed Prize Draw Winner receiving the Prize are the sole responsibility of the Winner/Unclaimed Prize Draw Winner. The Promoters encourage the Winner to seek independent financial and tax advice.

2. Exclusion of Liability

- a. Whilst the Promoters will use all reasonable endeavours to arrange the delivery of the Prize, by entering this Promotion, a Winner/Unclaimed Prize Draw Winner acknowledges that circumstances beyond the control of the Promoters may prevent the delivery of the Prize (including the failure by the Winner/Unclaimed Prize Draw Winner to notify the Promoters of any change to their delivery details). In such circumstances where the Promoters form a reasonable belief that any delay or loss of the Prize has not been caused or contributed by the Winner's negligence, fraud or misconduct, the Promoters may (if circumstances permit) re-deliver the Prize to the Winner.
- b. To the extent permitted by law, the Promoters are not liable for any loss, including, but not limited to, direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission, deliberate or negligent, by the Promoters or their servants or agents, in connection with this Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to a Winner or Unclaimed Prize Draw Winner.
- c. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

3. Use of Personal Information / Marketing

- a. The Promoters comply with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- b. Any entries become the property of the Promoters. Any information Eligible Participants provide will be used by the Promoters for the purpose of conducting this Promotion.
- c. The Promoters may disclose Eligible Participants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with Eligible Participants.
- d. By entering the Promotion, Eligible Participants consent to their personal information being collected, used and disclosed by the Promoters, its agents, affiliates, related business companies, other companies associated with this Promotion, and business partners for any promotional activities, including the Eligible Participant's personal participation in reasonable promotional activities as requested by the Promoters, and any marketing and publicity purposes without any further reference, payment or other compensation to the Eligible Participant.
- e. Eligible Participants' consent includes authorising the Promoters, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send the Eligible Participant future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities based on the information they have collected during the Promotion.
- f. Eligible Participants' personal information may be disclosed to State and Territory lottery departments and Winner's names published as required under the relevant lottery legislation. The Promoters will use reasonable endeavours to provide the Eligible Participant reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation. A request to access, update or correct any personal information should be directed to the Promoters.
- g. All Eligible Participants consent to the publication of their name and suburb of residence (however their full address will not be published) and agree to participate in reasonable Promotion activities as requested by the Promoters without any further payment or compensation.
- h. All Eligible Participants understand and accept the Promoter's Privacy Policy located on the Promoter's website.

4. General

- a. Eligible Participants who purchase tickets through the TAB online platform for a horse they own will be eligible to have extra valid tickets purchased on their behalf by TAB in addition to the tickets they purchase.

- b. The Promoters, its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:
 - i. any condition caused by events beyond the control of the Promoters that may cause the Promotion to be disrupted or corrupted;
 - ii. any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by the Prize or resulting from acceptance, possession, use, or misuse of the Prize, or from participation in the Promotion or downloading material from any website connected with the Promotion; or
 - iii. any printing or typographical errors in any materials associated with the Promotion.
- c. The Promoters reserve the right to:
 - i. cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention, or other causes beyond the reasonable control of the Promoters;
 - ii. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
 - iii. disqualify any Eligible Participant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;
 - iv. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
 - v. request a Winner or Unclaimed Prize Draw Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.
- d. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, systems failures, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoters may in its absolute discretion cancel the Promotion or part of the Promotion and recommence it from the start on the same conditions subject to Australian law.
- e. By entering this Promotion, Eligible Participants acknowledge that it is a condition of accepting the Prize that they may be required to sign a legal release in a form reasonably determined by the Promoters.
- f. 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 Promoters will make a decision regarding such situation. The Eligible Participant will have the right to request an internal review of the Promoters' decision. Subject to any regulator direction to the contrary, the decision of the internal review will be final and binding.
- g. In the event that a Winner or Unclaimed Prize Draw Winner is identified as being in breach of these Terms and Conditions (the "*Refused Winner*"), the Promoters reserve the right to refuse to allow the Winner to take part in, or receive, any or all aspects of the Prize, and the Promoters will notify any relevant regulator accordingly where required by law to do so, and will conduct a re-draw.
- h. "Immediate Family" – Is taken to have the same meaning as is defined in the *Family Law Act 2009* (Cth).

Authorised under Permit GOCSC/1051