
Terms and Conditions

The NFL Official Superbowl Party, Sponsored by TAB at The Star 'Hot Dog Eating Competition'

The Promotion will be conducted during the Promotion Period set out in Table 1.

1. Specific Conditions of Entry

- a. Eligible Participants and dates for entry
 - i. The following persons are eligible for entry (each an **Eligible Participant**):
 1. Australian residents aged 18 years and over;
 2. who are not excluded from being involved by reason of clause 1.b of the General Terms and Conditions;
 3. who complete the entry form, including by providing their full name and a valid phone number; and
 4. who are present at the Competition Venue during the Promotion Period.
 - ii. By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions.
 - iii. All relevant dates and times for the Promotion are set out in Table 1.
- b. Qualifying process
 - i. The 'Hot Dog Eating' competition is open to all Eligible Participants attending the NFL Official Superbowl Party, Sponsored by TAB at The Star inside the 24/7 Sports Bar and Event Centre (**Competition Venues**).
 - ii. The first Six (6) Eligible Participants registered in each Competition Venue will be selected to compete in the Promotion (**Competitors**).
 - iii. Eligible Participants are required to sign a waiver provided by the Promoter before participating.
 - iv. Eligible Participants are required to make their way to the designated Promotion competition table at the front of the Competition Venues 5 minutes before half time.
 - v. The two competitions will be open to twelve (12) Eligible Participants in total. Six (6) in 24/7 Sports Bar and Six (6) in Event Centre.
- c. Determination of Winner
 - i. Competition commences at approximately 12:00 pm
 - ii. All twelve (12) Competitors will have fifteen (15) complete hot dogs placed in front of them with two (2) full jugs of water
 - iii. Competitors will have four (4) minutes to eat the fifteen (15) hot dogs
 - iv. The time of the Competitor who eats the fifteen (15) hot dogs in the quickest time in 24/7 Sports Bar will be compared to the time of the Competitor who eats the fifteen (15) hot dogs in the quickest time in Event Centre.
 - v. MC Simon Miller and Gerard Middleton will determine which Competitor ate the most amount of complete hot dogs at each of the competition venues
 - vi. The Competitor who eats the fifteen (15) hot dogs in the quickest time across both Competition Venues will win the main prize (**Winner**) & the Competitor who eats the most amount of hot dogs in the second Competition Venue will receive 2nd prize (**Runner Up**). There will only be one main prize and one second prize across the two Competition Venues.
 - vii. Once the event concludes, the one (1) staff member at each Competition Venue will share times and then the MCs will announce the Winner and Runner Up.
 - viii. If the Sports Bar and Event Centre winners tie, the Event Centre winner will be escorted down to Sports Bar where the two contestants will battle it out for 1st place by eating 5 more hot dogs. Fastest eater will win be the Winner and the second competitor will be the Runner Up
 - ix. This is a game of skill; Chance plays no part in determining the winners.
- d. Notification of Winners
 - i. The Winner and Runner Up will be notified in person immediately and must decide, immediately, whether or not to accept their Prize.
 - ii. In the event that a Winner or Runner Up does not elect to receive their Prize, the unclaimed prize determination (set out below) shall apply.
- e. Prizes
 - i. The Winner and Runner Up will receive the prize listed below in Table 1. (**the Prizes**).

- f. Unclaimed Prizes determination
- i. In the event that for any reason whatsoever a Winner or Runner Up does not accept their Prize, that Prize will be forfeited by that person and the Competitor who ate the next most hot dogs the fastest, as determined by the Promoter in its absolute discretion, shall be determined to be the winner of that Prize and it shall be awarded to that Competitor.

Table 1: Key Conditions for Entry

Condition	Relevant Information
Promotion Period	Monday 3 February 2020, 9am- 1pm
Prize & Prize value	<p>The following Prizes will be awarded to Winner and Runner Up:</p> <ol style="list-style-type: none"> 1. Winner receives a trip to London valued at \$10,000 <ol style="list-style-type: none"> a. Flights and accommodation for two (2) b. Four (4) nights with option to extend c. On the field pre-game experience with NFL d. Two (2) tickets to watch a regular season NFL game in Wembley Stadium 2. Runner Up will receive \$2,000 cash <p>The prizes cannot be exchanged for other goods and services.</p> <p>Teams and travel arrangements to be confirmed once the 2020/21 NFL schedule is announced.</p> <p>Total Value of Prizes - \$12,000</p>
Conditions	<ul style="list-style-type: none"> • The Winner and Runner Up is responsible for all associated costs with the Prizes, including where applicable, travel, accommodation and any other ancillary costs. • The Prizes are not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion). • Both the Winner and their guest(s) (where applicable) must be over the age of 18, must not be an Excluded Person and must satisfy any background checks or travel permit requirements (which are the responsibility of the Winner and their guest/s). • Prize values are GST inclusive, 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. • If any part of a Prize is not available for any reason, the Promoter reserves the right to substitute that part of the prize for something similar in value subject to regulatory approval.

1. General Terms and Conditions

a. Promoter

The promoter is Tabcorp Holdings Limited ABN 66 063 780 709 of Tower 2/727 Collins Street, Docklands VIC 3008. (the **Promoter**).

For the avoidance of doubt, the National Football League (**NFL**) is not in any way associated with this Promotion. By participating in this Promotion each Eligible Participant acknowledges and agrees that the NFL is not responsible for, and is not administering, the Promotion and fully releases the NFL from any and all liability attaching to the Promotion.

b. Persons not eligible to enter

- i. Directors, officers and employees of (and contractors to) the Promoter and its related companies and their immediate family are not eligible to participate in the Promotion. For the purposes of these Conditions of Entry, "immediate families" means a spouse (including de facto), parent, sibling, child, grandparent, grandchild, or parent in law and includes stepparents and stepchildren and half siblings.
- ii. Excluded Persons may not enter. "**Excluded Persons**" means any person identified as a minor, self-excluded patron or involuntarily excluded patron. 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 Promoter will notify any relevant regulator accordingly where required by law to do so.

c. Taxes

Any taxes which may be payable as a consequence of the Winner receiving the Prize are the sole responsibility of the Winner. The Promoter encourages the Winner to seek independent financial and tax advice about any tax implications that may arise from the Prize winnings.

d. Prize Specific Conditions

Prizes must be taken as offered and cannot be varied or redeemed for cash. Prize values are GST inclusive, are in Australian dollars and are the recommended retail values as provided by the supplier and are correct at time of printing. Both the winner and their guest must be over the age of 18.

e. Exclusion of Liability

- i. Whilst the Promoter will use all reasonable endeavours to arrange the delivery of the Prize, by entering this Promotion, a Winner acknowledges that circumstances beyond the control of the Promoter may prevent the delivery of the Prize by that date, or at all (including the failure by the Winner to notify the Promoter of any change of delivery address of the Prize). In such circumstances where the Promoter forms 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 Promoter may (if circumstances permit) re-deliver the Prize to the Winner.
- ii. To the extent permitted by law, the Promoter is 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 Promoter 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.
- iii. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights than an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

f. Use of Personal Information / Marketing

- i. The Promoter complies with the National Privacy Principles contained in the Privacy Act 1988 (Cth).

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- ii. Any entries become the property of the Promoter. Any information Eligible Participants provide will be used by the Promoter for the purpose of conducting this Promotion.
 - iii. The Promoter may disclose Eligible Participants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with Eligible Participants.
 - iv. By entering the Promotion, Eligible Participants consent to their personal information being collected, used and disclosed by the Promoter, 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 Promoter, and any marketing and publicity purposes without any further reference, payment or other compensation to the Eligible Participant.
 - v. Eligible Participants' consent includes authorising the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send the Participant future electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
 - vi. Eligible Participants' personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. The Promoter 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 Promoter.
 - vii. 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 Promoter without any further payment or compensation.
 - viii. For more information, refer to the Promoter's Privacy Policy located on the Promoter's website. www.tab.com.au.

g. General Conditions

The Promoter, 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 Promoter 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 tab.com.au; or
- iii. any printing or typographical errors in any materials associated with the Promotion.

The Promoter reserves 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 Promoter;
- 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;

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- v. request a Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.

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, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoter 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.

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 determined by the Promoter and agreed to by the Winner, acting reasonably.

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 will make a decision regarding such situation. The Eligible Participant will have the right to request an internal review of the Promoter's decision. Subject to any regulator direction to the contrary, the decision of the internal review will be final and binding.

In the event that a Winner is identified as being in breach of these Terms and Conditions (the Refused Winner), the Promoter reserves the right to refuse to allow the Winner to take part in, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so, and will conduct a re-draw.

These Terms and Conditions are governed by the laws in force in **New South Wales, Australia.**