

GENERAL TERMS AND CONDITIONS FOR TAB ACCOUNTS

1. Definitions and interpretation

1.1. In these General Terms, unless the context requires otherwise:

Account means an account established by TAB for the purpose of placing bets;

Account Details Form means the account details form used by TAB from time to time;

Act means the Racing Industry Act 2020;

Authorised Event means a sports game, competition, or event upon which TAB may conduct sports betting pursuant to the Act by obtaining the written agreement of the appropriate New Zealand national sporting organisation or controlling body.

General Terms means these general terms and conditions as may be amended from time to time in writing by TAB;

Identification means such identity documentary evidence and any other personal information as the TAB deems acceptable and necessary from time to time;

PIN means Personal Identification Number;

Platform means our telephone betting facilities, our website, our downloadable software application, any other method by which TAB allows you to access or use your Account, or otherwise interact with us.

Relevant Person means a player, trainer, referee, coach, selector, health professional (associated with any team or player), sports administrator, member of team management or match official or any other person, who is, in TAB's opinion, participating in, or otherwise involved in whether directly or indirectly, an Authorised Event or Selection Sport;

Rules means the Betting Rules for the administration and conduct of racing and sports betting passed on 30 April 2024, as amended from time to time in accordance with the Act;

Schedule means the schedule attached to these General Terms, as amended from time to time;

Selected Sport shall mean those sports nominated by TAB from time to time;

TAB means Entain New Zealand Limited, a delegate of TAB New Zealand; and

TAB Representative means a representative of the TAB.

TAB Retail Venue means an agency operated by TAB, and includes any premises on which betting may be received by TAB.

- 1.2. A reference to a statute is a reference to a New Zealand statute and includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.
- 1.3. Headings shall not affect the interpretation of these General Terms.
- 1.4. References to clauses are to clauses of these General Terms.
- 1.5. All amounts are in New Zealand dollars unless expressly stated otherwise.
- 1.6. The singular includes the plural and vice versa.
- 1.7. Any expression not defined in these General Terms but defined in the Rules shall bear the same meaning in these General Terms as in the Rules.

2. Establishment of your Account

- 2.1. TAB agrees to establish, and you agree to the establishment of, an Account for the purposes of allowing you to make bets subject to the terms and conditions contained in these General Terms, the TAB Privacy Policy, the Special Terms (if applicable) and the Rules.
- 2.2. To open an Account, you must:
 - (a) be 18 years of age or older;
 - (b) complete fully, and return to the TAB, the Account Details Form together with a deposit of cleared funds of not less than the minimum specified by the TAB from time to time;
 - (c) prove your identity and age by producing Identification; and
 - (d) nominate a PIN, accept a system generated PIN or alternative Security Code. If you nominate a PIN your PIN should not be easily guessed or identified as relating to you, or an obvious combination of numbers (e.g. birth date).
- 2.3. You agree you will not:
 - (a) make your PIN known to any other person;
 - (b) keep any record of your PIN in a form that can be readily identified; or
 - (c) store the PIN anywhere, in written or electronic form.
- 2.4. TAB may, at its discretion, issue you with an electronic card for Account access and identification.

3. Account Usage

- 3.1. A Betting Account may only be used by the Account Holder. An Account Holder must not permit another person to access or use their Betting Account.
- 3.2. Your Account must be used solely for the purposes of betting with the TAB.
- 3.3. If the TAB believes, on reasonable grounds, that your Account has been, is being or will be used for purposes other than betting with the TAB, the TAB may:
 - (a) refuse to open your Account;
 - (b) make all necessary enquiries about the activity on your Account;

- (c) decline any request by you to withdraw funds from your Account while enquiries are made pursuant to paragraph (a) above;
- (d) refuse to accept any deposit of funds into your Account or, having accepted such a deposit, may refund that deposit or any balance of the deposit to you at its discretion;
- (e) close your Account, and retain any funds in your Account while enquiries are made pursuant to paragraph (a) above or remit those funds to you (less a reasonable administration fee) or retain those funds while enquiries are made pursuant to paragraph above.

4. Identification Verification

- 4.1. You must complete TAB's identification verification process within 7 days of opening your Account. TAB may suspend your account if you fail to complete identification verification within 7 days.
- 4.2. Your Account will have a deposit limit of \$500 until you complete identification verification. You will also be unable to withdraw money from your Account.
- 4.3. Information about the identification verification process can be found at:
<https://help.tab.co.nz/s/article/Verifying-ID>.

5. Your Warranties

- 5.1. By creating your Account with us and every time you access it or use TAB's Platform you warrant to TAB and agree that you:
 - (a) are legally able to access and use TAB's Platform from your jurisdiction;
 - (b) have not self-excluded from gambling with TAB;
 - (c) will not allow any third party (including a minor) to, directly or indirectly, access or use your Account including but not limited to, making deposits into or withdrawals from your Account or placing bets using your Account;
 - (d) will make every effort to prevent the use of your Account by any third party;
 - (e) are operating your Account and placing bets on your own, without the direct or indirect assistance of any third party;
 - (f) will not use your Account on behalf of, under the instruction of, or for the benefit of any other party, and will not enter into any agreements (contractual or otherwise) with any third party regarding the use of your Account;
 - (g) the personal details you have provided TAB are valid, accurate and complete in every respect and you will advise TAB immediately if these details change;
 - (h) are the true and lawful owner of the monies that you deposit into your Account, withdraw from your Account and wager with TAB, and that you are duly and properly authorised to utilise monies;
 - (i) will not deposit or wager any monies with TAB that are derived from illegal activities;
 - (j) will pay all monies owed to TAB, and will not charge-back, deny, reverse or countermand any such payments;
 - (k) are wholly responsible for the security and confidentiality of your Account security details;
 - (l) will be wholly responsible and liable for any transactions (including bets, deposits and withdrawals) conducted using your Account;
 - (m) have not had an Account that has been previously limited, banned or closed by TAB;
 - (n) will not engage in any manipulation of any price or pools.

6. Account not to be Used in Certain Locations

- 6.1. You acknowledge that the laws of overseas jurisdiction prohibits TAB from offering wagering services to persons physically located in those jurisdictions.
- 6.2. You expressly agree that you will not place a bet nor otherwise use your Account while you are physically located in Australia, Ireland, and/or Singapore.
- 6.3. TAB does not warrant or imply that placing bets via your Account complies with the legal requirements of any country other than New Zealand. If you are domiciled in a country other than New Zealand, you must satisfy yourself of (and assume full responsibility for) the legality of the:
 - (a) placement of bets with the TAB or your use of the TAB's gaming and wagering services;
 - (b) deposit of funds into your Account (by you, TAB or any other person); and
 - (c) withdrawal of funds from your Account (by you or TAB).

7. Access and Use of TAB's Platform

- 7.1. Access to TAB's Platform is permitted on a temporary basis, and TAB reserves the right to withdraw, suspend or amend any aspect or feature of our Platforms at any time without notice, including for legal or commercial reasons, maintenance or other reasonable purposes. If the need arises, TAB may suspend access to our Platforms.
- 7.2. TAB may change the content (including betting products or elements of the betting product) its Platform at any time, provided such changes do not adversely affect events and/or bets already in progress.
- 7.3. You are only permitted to use TAB's Platform for your own personal use. You are not permitted to use it for commercial use, unless you have our express prior written consent. You must not provide access to, or reproduce TAB's Platform, or any part of them, without TAB's express prior written consent.
- 7.4. You must not use TAB's Platform for any purpose which is or may be considered to be defamatory, abusive, obscene, unlawful, racist, sexist, discriminatory or otherwise offensive. TAB reserves the right to suspend or terminate your Account and/or your access to TAB's Platform if we reasonably consider that you are in breach of this clause, for example if your security question is offensive or inappropriate.
- 7.5. You must not misuse TAB's Platform or expose it to risk, for example, by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to TAB's Platform.
- 7.6. TAB cannot guarantee its Platform will be compatible or operate with any hardware or software that may be used by you.
- 7.7. If you want to report an error in relation to TAB's Platform or have any questions please call the Contact Centre.

8. Deposits into Your Account

- 8.1. You may deposit funds into your Account by any of the means and channels approved by the TAB pursuant to the Rules, subject to any restrictions specified in the Schedule and providing it complies with the AML/CFT Act.
- 8.2. TAB will endeavour to deposit funds to your account in accordance with your instructions. TAB will not be liable for any direct or indirect loss (including but not limited to consequential loss, loss of profit or loss of opportunity to you in any way for the any failure or time delay of the funds being successfully deposited into your Account.
- 8.3. To deposit cash into your Account of an amount equal to or greater than the threshold specified in the Schedule you must produce Identification to a TAB representative before the deposit will be accepted.
- 8.4. If a person (including the TAB) deposits funds into your Account in error, the TAB may, at any time, withdraw those funds from your Account without reference to you. If at the time the TAB withdraws those funds, the balance of your Account is not sufficient to cover those funds, you will be liable for the shortfall in your Account and will be required to repay the funds deposited in error.
- 8.5. TAB will convert into New Zealand currency any funds that you deposit into your Account that are not denominated in New Zealand currency. The relevant funds will be converted in accordance with the rate of exchange between the New Zealand dollar and the relevant currency, being the mid-rate of the buy and sell quotes for the relevant exchange rate quoted by the Reserve Bank of New Zealand immediately prior to the close of business on the day of receipt of the funds. TAB will not be liable to you in any way for the exchange rate at which your nominated foreign currency is converted into New Zealand currency. TAB may charge you a reasonable administration fee to cover any costs it incurs in converting your funds into New Zealand currency.

9. Withdrawals from Your Account

- 9.1. Provided that your Account has a credit balance and subject to any restrictions specified in the Schedule, you may make withdrawals from your Account through the channels specified by TAB from time to time.
- 9.2. At your request, funds withdrawn from your Account may be converted from New Zealand dollars to any currency specified by you prior to the funds being sent to you. The withdrawn funds will be converted in accordance with the rate of exchange between the relevant currency and the New Zealand dollar, being the mid-rate of the buy and sell quotes for the relevant exchange rate quoted by the Reserve Bank of New Zealand immediately prior to the conversion on the day of the remittance. TAB will not be liable to you in any way for the exchange rate at which your New Zealand currency is converted into your nominated foreign currency. TAB may charge you an administration fee to cover any costs it incurs in converting your funds into another currency.
- 9.3. You may not overdraw your Account at any time.
- 9.4. If you request that funds be withdrawn before you have met any turnover requirements (as required TAB), TAB may remove any Bonus Bet(s) and Bonus Cash that is in your account as a result of the original deposited funds.

9.5. The TAB will not be liable for payment of any funds that are remitted to you by the TAB but which you do not receive, unless the TAB receives full and irrevocable value for those funds.

9.6. A certificate issued by the TAB confirming that funds were remitted to you will be conclusive evidence of the relevant remittance for all purposes.

10. Administration of Your Account

10.1. TAB may require you to submit written advice amending any or all of the details contained in your original Account Details Form.

10.2. You may revoke your original Accounts Details Form and replace it with a new Accounts Details Form if you satisfy TAB that this is reasonably necessary. Any credit in your Account will be transferred to your new Account.

10.3. TAB will not investigate any claim concerning an alleged discrepancy in the balance of our Account unless you have queried the balance of your Account at least once in the two weeks since the date the discrepancy is alleged to have arisen.

10.4. You may ask TAB to close your Account at any time.

10.5. TAB may suspend or close your Account at any time without giving you any reason. This includes if:

- (a) you have permitted another person to use your Account or disclosed your Account details to another person;
- (b) you have permitted a minor to use your Account or you have disclosed your access details to a minor;
- (c) you become bankrupt;
- (d) you have used TAB's Platform in a fraudulent manner or for illegal, unlawful or improper purposes;
- (e) you have used TAB's Platform in an unfair manner or have deliberately cheated or taken unfair advantage of TAB or our customers;
- (f) you have been threatening or abusive towards our staff;
- (g) you have not provided us with identification requested;
- (h) TAB is directed or requested to do so by a government agency, the police, a regulatory authority, a racing or sporting body, or a court.

11. Suspension or Closure of Your Account

11.1. On closure of your Account, TAB will at its discretion:

- (a) remit the whole or part of any credit balance to you;
- (b) retain the whole or part of any credit balance pending receipt of your instructions as to disposal of the credit balance; or
- (c) retain any credit balance while enquiries are made pursuant to clause (a) above;
- (d) exclude you from all other Platforms and all products and services of Entain Group;
- (e) solely determine what criteria you have to met in order to establish a new account with TAB.

11.2. If your Account has not been active for a period of one year or more, the TAB may deem your Account to be dormant and, at its discretion, retain any credit amount in your Account or remit such amount to you less a reasonable administration fee.

11.3. You are not entitled to receive any interest on amounts held in your Account.

11.4. Account holders have the ability to request a statement of your Account.

12. Placing Bets

12.1. You may place bets through your Account if the Account has a credit balance. The value of your bet must not exceed the credit balance of your Account.

12.2. TAB will not accept bets via the internet where there are insufficient cleared funds in credit in the account. You also agree that when placing a bet via the internet your bet:

- (a) will not be cancelled, withdrawn or amended;
- (b) may be accepted in whole or in part, or declined, by TAB at the complete discretion of TAB; and
- (c) will be accepted by TAB (thereby forming a betting contract) when TAB determines that TAB will accept the bet, with communication to you unnecessary for this purpose.

12.3. TAB may refuse to accept any bet placed via the internet and will not be required to give reasons for its refusal. TAB will use its best endeavours to communicate to you that the bet has not been accepted by TAB.

12.4. Subject to these General Terms, you are deemed to accept a bet issued to you as recorded by TAB against your Account.

12.5. TAB may refuse to accept any bet placed by you without giving any reason. The TAB will use its best endeavours to communicate to you that it has not accepted the bet. The TAB will not be liable to you for any loss you may suffer as a consequence of refusing to accept a bet made by you.

12.6. TAB will credit any dividends, returns and refunds owed to you to your Account in accordance with the Betting Rules and as soon as practicable after the Official Result is received. If a dividend, refund or return is subsequently altered, then you will be liable to TAB for repayment of the dividend, refund or return. TAB may withdraw the amount owed to it from your Account without reference to you. If at the time TAB withdraws those funds, the balance of your Account is not sufficient to cover those funds, you will be liable for the shortfall in your Account and will be required to repay the liability to TAB.

13. Win Limits

13.1. The maximum payout TAB shall be obliged to pay to you in respect of any bet is \$1,000,000.

14. Returns

14.1. Returns will be paid on winning bet selections.

- 14.2. Unless otherwise declared void or refunded by TAB, all bets on selections that are not winning selections shall be retained by TAB.
- 14.3. The odds for a Fixed Odds Bet will be determined at the time the bet is accepted.
- 14.4. Return for a Fixed Odds bet may be reduced (including but not limited to zero) upon TAB's application of the Betting Rules.
- 14.5. TAB may delay payment of any Returns.

15. Account Correction

- 15.1. Where, in respect of any of our betting products TAB makes a material error (whether human or otherwise), TAB will be entitled to declare the transaction void and withhold any winning payment.
- 15.2. If TAB wrongly pays an amount to you or pays you more than the amount to which you are properly entitled, you agree to repay to TAB immediately upon request the amount which has been wrongly paid or overpaid to you.
- 15.3. You also give us permission to adjust your Account to reflect the true outcome, rectify the error and reclaim any funds paid to you erroneously.
- 15.4. You agree to promptly inform TAB of any matter which comes to your attention from which it might reasonably be concluded that your Account has an incorrect balance for whatever reason or that wrong winning or dividends have been applied to your Account, including where funds are credited to your Account in error.
- 15.5. Unless TAB notify you otherwise, any bets or transactions relating to funds that are in your Account due to error will be void.
- 15.6. If a bet is accepted in error by TAB on an event or outcome and the error is material, the bet will be void and your stake returned. Examples of this include, but are not limited to, human errors or system problems where a bet is accepted at a price that is materially different from those available in the general market at the time the bet was made or obviously incorrect given the chance of the event occurring at the time the bet was made.

16. Anti-Money Laundering and Counter Financing of Terrorism

- 16.1. New Zealand has strict laws on money laundering and terrorism financing that impose an obligation on TAB to report you to the relevant authorities if we know or suspect on reasonable grounds that you are not who you claim to be, or that you or any of your transactions are linked to a crime.
- 16.2. If TAB knows or has a suspicion as set out above, we may:
 - (a) immediately suspend or terminate your Account;
 - (b) take any one or more of the actions permitted to suspend or close your Account;
 - (c) withhold any funds in your Account.
- 16.3. TAB reserves the right to report you to the relevant authorities should we reasonably determine TAB may be obligated by law to do so.

17. Privacy and Security of Internet Betting

- 17.1. TAB's computer is protected from unauthorised access by operating through an encrypted network. However you are responsible for the confidentiality and safekeeping of their individual user identifications and Personal Identification Numbers.
- 17.2. TAB will in no event be liable for any damages or loss of any kind arising out of or in any way related to any authorised use of, access to, or misuse of any accounts or misuse of personal information transmitted over the internet.
- 17.3. The use of a correct password for your account will be sufficient to establish liability to you. Other than entering a correct password, TAB will have no other obligation to authenticate account usage via the internet.

18. Cancellation of Bets

- 18.1. You must ensure that your bet is placed correctly as TAB may refuse to cancel any bet without giving a reason, including the following reasons:
- (a) the bet was placed via the internet;
 - (b) the first race or event involved in the bet has started;
 - (c) the bet was placed on an event during a break in play, and play has resumed;
 - (d) the bet is a Fixed Odds bet and more than 60 seconds has elapsed since the bet was accepted by TAB;
 - (e) the bet is a Totalisator Bet and more than 120 second has elapsed since the bet was accepted by TAB.

19. Credit Betting

- 19.1. Bets will not be accepted on credit.
- 19.2. Credit cards are accepted.

20. Cash Out Process

- 20.1. TAB may allow you to request that your Fixed Odds Bet be ended for a prescribed amount (a '**Cash Out Request**'). You agree with TAB that your Cash Out Request is an offer that is made in accordance with these terms and conditions, and that you will be contractually bound by them if TAB accepts your Cash Out Request.
- 20.2. For a Cash Out Request:
- (a) upon accepting a Cash Out Request, TAB shall credit your Account in the amount prescribed in the Cash Out Request (the '**Cash Out Amount**').
 - (b) TAB accepting a Cash Out Request constitutes a binding agreement to end the original Fixed Odds Bet early ('**Cashed Out**'), and does not represent any new bet. At the time a Fixed Odds Bet is Cashed Out, you extinguish all rights in relation to that Fixed Odds Bet (including the right to any Returns from the Fixed Odds Bet that may have eventuated). The actual final result of the original Fixed Odds Bet will have no impact on the Cash Out Amount.
- 20.3. For the avoidance of doubt, TAB may, in its sole discretion and at any time:

- (a) choose when to allow a Cash Out Request to be made;
- (b) elect to accept or to reject a Cash Out Request that is made to TAB;
- (c) withdraw or suspend any Account Holder's eligibility to use Cash Out.

It is your responsibility to ensure bets are not placed with the intention to Cash Out as availability is not guaranteed.

- 20.4. Any Fixed Odds Bet that is Cashed Out will not count towards the requirement of any offer or promotion, including but not limited to turnover requirements.
- 20.5. Any Cash Out Amount received by you will be attributed to your total winnings when TAB applies the maximum winning limits. Any Cashed Out Amount will be considered a winning Fixed Odds Bet, which resulted on the day in which the original Fixed Odds Bet was Cashed Out.
- 20.6. In a situation where:
 - (a) TAB suspects fraud or other improprieties in respect of any Fixed Odds Bet that is Cashed Out; or
 - (b) at the time the original Fixed Odds Bet was Cashed Out, the relevant betting event (or one of the betting events) was resolved, such that it was not possible that any Return from the original Fixed Odds Bet could become due to you (regardless of whether you had knowledge that it was not possible for a Return to become due); or
 - (c) the value of the Cash Out Amount was attributable to a substantial error,

TAB, may, at its sole discretion, determine that an error has occurred (a '**Cash Out Error**'), and TAB may recover the relevant Cash Out Amount.
- 20.7. A substantial error shall include, but is not limited to:
 - (a) a pricing error in any Betting Option so substantial that the Cash Out Amount cannot reasonably be attributed to an error in judgment on behalf of TAB;
 - (b) where the Odds of any Betting Option had been transposed, causing the Cash Out Amount to be misrepresented;
 - (c) a typographical error in the details of any relevant Betting Option, causing the intended Cash Out Amount to be misrepresented; or
 - (d) a demonstrable technology or software malfunction which has caused the Cash Out Amount to be misrepresented.
- 20.8. Where TAB determines a Cash Out Error has occurred, the original Fixed Odds Bet shall be reinstated by TAB, however no Return (if any) shall be payable in relation to the original Fixed Odds Bet until such time as the Cash Out Amount paid in error has been recovered in full by TAB.

21. Betting Vouchers

- 21.1. TAB at its discretion and subject to these Rules, may issue Betting Vouchers, or any other instrument, in return for deposits received from you.
- 21.2. Betting Vouchers may be established through any TAB Retail Venue. A Personal Identification Number (PIN) or alternative Security Code may be selected by you to

establish the Betting Voucher.

- 21.3. Any person wishing to make a deposit to a Betting Voucher may do so by such means as approved by TAB. Each time a subsequent deposit is made a new Betting Voucher will be established.
- 21.4. TAB's agent at any TAB Retail Venue may refuse to accept any deposit or, having accepted such, may refund the deposit at his or her discretion and without giving any reason if they have reasonable ground to believe that Betting Vouchers will not be used for the purpose of betting.
- 21.5. You must produce identification before depositing cash in the some of \$1,000 or more onto a Betting Voucher. Should the deposit be made on behalf of another party or parties, TAB's agent at the TAB Retail Venue must obtain and record the identification of both the depositor and the other party or parties before the deposit can be made.
- 21.6. Upon presentation of a Betting Voucher at a TAB Retail Venue, funds may be redeemed from it.
- 21.7. If a Betting Voucher is used at as payment at a TAB Retail Venue tickets will be issued as Cash Bets.
- 21.8. A Betting Voucher used for purposes other than betting on races or events will be terminated and any funds on the Betting Voucher will be refunded to you.
- 21.9. Where TAB is concerned that a Betting Voucher is being used for Tote manipulation, TAB may put a stop on the voucher, pending investigation into the use of the voucher.
- 21.10. If a Betting Voucher:
 - (a) with a value of less than or equal to \$1.00 has not been redeemed within a period of 30 days of being established; or
 - (b) with a value greater than \$1.00 has not been redeemed within a period of one year of being established –

TAB at its discretion may remove the Betting Voucher from its computer. The fund will be retained by TAB.

22. Touchtone Transactions

- 22.1. Any bet you make through the Touchtone channel must be not less than the current minimum value as specified in the Rules.
- 22.2. You must listen carefully to the Touchtone automated call back and ensure that it is accurate. If you fail to correct your bet details at the time of the call back, the bet recorded on the TAB's computer system will be valid and conclusive.
- 22.3. If, after the call back you have confirmed your bet but then realise that it is incorrect, you may attempt to have the bet cancelled and corrected by ringing Phonebet. The time period for bet rectification of an error or omission is defined in the Rules. The TAB makes no guarantee that an attempt to correct a Touchtone bet in these circumstances will be successful. If the bet is not corrected, the bet recorded on the TAB's computer system

will be valid and conclusive.

- 22.4. You agree that, by placing a bet via Touchtone, your bet, once it has been transmitted from your phone:
- (a) if it is a fixed-odds Touchtone bet, is an irrevocable offer by you to accept whatever may be the betting odds calculated by the TAB's fixed odds computer at the time the fixed odds Touchtone bet is processed by that computer;
 - (b) may be accepted in whole or in part, or declined, by the TAB at its complete discretion; and
 - (c) subject to paragraph 8.5, will be accepted by the TAB (thereby forming a betting contract) when the TAB determines that the TAB will accept the bet, with communication to you being unnecessary for this purpose.
- 22.5. You acknowledge that the fixed odds offered by the TAB on an Authorised Event may change between the time that you transmit your Touchtone bet to the TAB, and the time it is received by the TAB, in which case the TAB will endeavour to notify you of the change in your bet. You can accept the changed bet by taking no action following your receipt of the notification, or you can cancel the bet by following the Touchtone instructions.

23. Watch and Bet Services

- 23.1. Watch & Bet Racing and Watch & Bet Sport is available on any computer with the latest internet browser installed, as well as iPads and iPhones. To use the TAB's Watch & Bet Racing or Watch & bet Sport Service you must:
- (a) be logged into your Account; and
 - (b) have a positive Account balance; and
 - (c) be located in New Zealand at the time of viewing.

24. Promotion Eligibility

- 24.1. Promotional Offers are only available to TAB customers who at all times act in good faith and without fraud. They are not available to customers considered to be abusing or undermining the spirit or intention of the Promotional Offer. Without limiting our other rights, TAB reserves the right, acting reasonably, to refuse your participation or disqualify you from participating in:

- (a) opening an Account with us;
- (b) placing a bet with us;
- (c) using any of our Platforms; or
- (d) using any of the above features or products,

where your usage and volume indicates that you have breached, abused or undermined these Terms and Conditions, any additional terms and conditions, or the spirit or intent of our features and products. This includes the right to cancel, void or reserve any bet involving such conduct.

- 24.2. TAB may, in its absolute discretion, determine that an account holder is no longer eligible to receive Promotional Offers.

24.3. TAB will endeavour to advise an account holder should they be deemed ineligible to receive Promotional Offers.

25. Syndicates

“Initial Syndicate Pool” means the sum of money placed in the TAB National Syndicate by the Syndicate Investors.

“Final Syndicate Pool” means the total sum of money available for calculation of the Syndicate Dividend and may include amounts from the Initial Syndicate Pool and winnings from Investments on the Races.

“Syndicate Account” is the Betting Account used for placing Investments from the Initial Syndicate Pool on the Races.

“Syndicate Dividends” means the amount payable from the TAB National Syndicate to each unit of Syndicate Share.

“Syndicate Investor” means a person who participates in a TAB National Syndicate.

“Syndicate Payout” means the amount that will be paid on a Syndicate Voucher

“Syndicate Share” means the unit invested by a Syndicate Investor in the TAB National Syndicate.

“Syndicate Voucher” is the receipt issued when a TAB National Syndicate Share is purchased and could be a physical ticket or a purchase registered against a Betting Account.

25.1. Period of time when TAB National Syndicate is operating:

- (a) the TAB National Syndicate will be available for the purchase of Syndicate Vouchers before the Races, to which the TAB National Syndicate relates, for a period of time as determined by TAB.
- (b) the TAB National Syndicate will be closed for the purchase of Syndicate Vouchers at a time determined by TAB. Once the TAB National Syndicate has closed, no Syndicate Vouchers will be sold.

25.2. Methods of Participating in TAB National Syndicate:

- (a) a Syndicate Investor must purchase a Syndicate Share and be issued a Syndicate Voucher to participate in a TAB National Syndicate.
- (b) by purchasing a Syndicate Share, the Syndicate Investor authorises TAB’s representative Investor to invest the Syndicate Share on behalf of the Syndicate Investor.

25.3. The unit of Syndicate Share shall be determined by TAB.

25.4. The Syndicate Dividend Unit shall be based on a unit of Syndicate Share determined by TAB.

25.5. The minimum Syndicate Voucher shall be determined by TAB and may be varied from time to time at the discretion of TAB.

25.6. The denomination to which Syndicate Dividends and Syndicate Payout amounts will be rounded shall be determined by TAB and may be varied from time to time at the

discretion of TAB.

25.7. Syndicate Vouchers cannot be cancelled up until the TAB National Syndicate is closed.

25.8. Conditions relating to Syndicate Vouchers purchased for cash:

- (a) TAB's agent in charge of any TAB Retail Venue may declare at any time that the office is closed for the purchase of Syndicate Vouchers.
- (b) only bank notes, coins or such other instruments for payment as TAB may determine from time to time shall be accepted.
- (c) on acceptance of the purchase by TAB, Syndicate Investors will be issued with a bet on a printed Syndicate Voucher which must be presented when claiming any Syndicate Dividend, or refund due in respect of such Syndicate Voucher.
- (d) such Syndicate Vouchers will be printed to show the date of issue, the name designated for the TAB National Syndicate, Syndicate Voucher Value and such other particulars as may be required to identify the Syndicate Voucher recorded.
- (e) the Syndicate Investor shall be deemed to accept the Syndicate Voucher issued to him or her unless he or she applies for the rectification of any error or omission in the Syndicate Voucher.
- (f) where any Syndicate Voucher is incomplete as to the required particulars, altered or defaced the details will be deemed to be those as recorded on TAB's computer system.
- (g) it shall be the sole responsibility of the Syndicate Investor to ensure that the details of the Syndicate Voucher are recorded in accordance with the Syndicate Investor's intentions. By accepting a Syndicate Voucher, the Syndicate Investor shall be deemed to have accepted that the matters listed in Rule 20.8(d) above recorded on the Syndicate Voucher correspond to those that the Syndicate Investor requested.
- (h) any Syndicate Voucher, when presented for a Syndicate Dividend, refund, cancellation, or for the correction of an alleged error, may be rejected without any payment made on the Syndicate Voucher has been altered or defaced.

25.9. Conditions relating to Syndicate Vouchers purchased using a Betting Account:

- (a) Syndicate Vouchers may be purchased by using a Betting Account which has a credit balance. The Account Holder must ensure that the Betting Account has a credit balance and sufficient funds to cover the cost of the Syndicate Vouchers prior to placing the bets.
- (b) the sum to be drawn from a Betting Account may not exceed the credit balance of the account. Purchase of Syndicate Vouchers on credit will not be permitted.
- (c) the Account Holder shall be deemed to accept the Syndicate Vouchers issued to them as recorded against the account.
- (d) TAB will investigate all claims alleging that Syndicate Vouchers have been placed incorrectly due to error by any employee of TAB.
- (e) TAB will neither investigate nor accept any liability in respect of claims alleging that Syndicate Vouchers have been purchased incorrectly where such Syndicate Vouchers have been placed by means of Touch Tone or other automated telephone system used by TAB.

25.10. Operation of TAB National Syndicate:

- (a) investments on the Races will be placed using the Syndicate Account by an authorised representative of TAB as determined by TAB from time to time.
- (b) TAB will endeavour to inform Syndicate Investors through various means, as determined by TAB from time to time, the Investments made on the Races and the running balance of the TAB National Syndicate.
- (c) the authorised representative of TAB who places the Investments has sole discretion for the Investments made on the Races on behalf of the TAB National Syndicate regardless of the amount of money in the Syndicate Account. However, such Investment will not exceed the balance of the Syndicate Account.
- (d) dividends earned from the Investments on the Races will be credited to the Syndicate Account.
- (e) other than amounts from the Initial Syndicate Pool, no funds other than Dividends from winning bets shall be added or introduced into the Syndicate Account.
- (f) investments can only be placed on the Races nominated by TAB, as advised to Syndicate Investors.
- (g) any Initial Syndicate Pool money that is not Invested on the Races will be included in the Final Syndicate Pool for the purposes of Syndicate Dividends calculation.
- (h) a syndicate Dividend will only be calculated after the Races have ended, unless otherwise notified by TAB.

25.11. The Syndicate Dividend will be calculated by:

- (a) dividing the money in the Final Syndicate Pool by the amount of money in the Initial Syndicate Pool. For example:

Initial Syndicate Pool transferred to Syndicate Account: \$100,000

Final Syndicate Pool: \$150,000

Syndicate Dividend calculation is $\$45,000 / \$30,000 = \$1.50$

- (b) if the Syndicate Dividend is calculated to be less than ten cents (10c) then the Syndicate Dividend will be zero and no Syndicate Payout will be made.

25.12. Syndicate Dividends will be made available for collection, or, in the case of a Syndicate Voucher purchased through a Betting Account, credited to an account as soon as practicable after the Syndicate Dividend is confirmed.

26. IT Failures

- 26.1. TAB is not responsible for a bet not being placed or an offer not being matched for any reason or you being disconnected from TAB's Platform, including but not limited to malfunction of your device, failure of any telecommunication services or internet connections or malfunction of TAB's hardware, or any other aspect of our information technology systems.
- 26.2. If you are disconnected from your Account, your balance when you next access our platforms will reflect the balance after completion of the last bet placed by you prior to the disconnection.

27. Intellectual Property

- 27.1. You acknowledge and agree that all intellectual property rights in TAB's Platform, their contents (including any software), the content and data published on or in them, and all other items created by or for TAB such as the Betting Rules, terms and conditions and marketing materials, remains at all times vested in TAB or our licensors.
- 27.2. These intellectual property rights include, without limitation, copyright, trademarks, the underlying software, the designs, graphics, layout, the look and feel and structure of TAB's Platform, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are not permitted to copy or use TAB's intellectual property, except with our prior express written consent.
- 27.3. You acknowledge and agree that TAB's Platform and the material and content contained within them, is made available for your personal non-commercial use only. Any other use of TAB's Platform and the material and content contained within them is strictly prohibited.
- 27.4. No data, file, graphics, images, documents, wording such as our Terms and Conditions, results or other content in our Platforms, including content downloaded or otherwise accessed from TAB's Platform, and material you may receive in connection with TAB's Platform, may be copied, reproduced or distributed without our prior written consent. You agree not to, and agree not to assist or facilitate any third party to, in any manner copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with, modify, adapt, develop, decompile, reverse engineer or create derivative works of such material and content, or TAB Platform or any part of them

28. Links from or to Our Website

- 28.1. Where TAB's website contain links to other websites and resources provided by third parties, these links are provided for your information only. TAB has no control over the contents of these sites or resources (other than those owned or operated by a member of the Entain Group), and accept no responsibility for them or for any loss or damage that may arise from your use of them or their use of any information they may acquire about you (including personal data), except in the case of mistake, fraud, negligence or wilful misconduct by Entain Group.
- 28.2. A link from TAB's website does not constitute an endorsement by us of the use of that link, the company or organisation behind that link or the contents of the website reached using that link.
- 28.3. You agree not to, and agree not to assist or facilitate any third party to, create a link to our website without our prior express written consent.

29. Liability Information and Warranties

- 29.1. TAB will endeavour to provide its Platform and any content within them (including information about sporting events such as scores and form guides and other information) with reasonable skill and care, and take reasonable steps to ensure that TAB's third party contractors who provide us with content or services also take reasonable skill and care. However our Platforms are provided "as is" and TAB does not make any warranty or representation, whether express or implied, about them. All implied warranties or

conditions of satisfactory quality, fitness for purpose, completeness or accuracy are excluded except where we are unable to do so under New Zealand Consumer Law.

- 29.2. While TAB will try to correct reported faults or incorrect content as soon as we reasonably can, we make no warranty that TAB's Platform and any content within them will meet your requirements or will be uninterrupted, timely, secure or error-free, or that defects will be corrected, or that our Platforms (including our servers) are free from viruses or bugs or represent that they will be functional, accurate or reliable. TAB also makes no warranty as to the accuracy of any information obtained by you through its Platform.
- 29.3. In the event of systems or communications errors relating to the generation of random numbers, bet settlement or other elements of the betting product, TAB will not be liable to you as a result of any such errors and reserves the right to void all affected bets.

30. Privacy Act

- 30.1. By establishing an Account you agree to these provisions governing privacy of information and security as outlined in the TAB Privacy Policy, which is available on TAB's website. When you contact the TAB, open your Account, operate your Account, use the TAB's website and/or the TAB app, and/or place bets with the TAB, the TAB is collecting personal information from you for the primary purpose of establishing and maintaining the relationship between you and TAB. TAB may not be able to open an Account for you if all the requested information is not provided.
- 30.2. TAB may collect personal information about you, including but not limited to the following types of information:
- (a) personal details (including but not limited to name, date of birth, gender and contact details);
 - (b) identity verification information;
 - (c) recordings of telephone calls and records of written correspondence;
 - (d) website or TAB app activity (including but not limited to deposit, withdrawal or betting transactions);
 - (e) financial information (including but not limited to bank account numbers, credit card information, or debit card information);
 - (f) activity preferences;
 - (g) your location (including your IP address); and
 - (h) your appearance.
- 30.3. TAB may collect personal information about you, including but not limited to the following types of information:
- (a) from you directly, including during the establishment of your account;
 - (b) by reviewing your activity and/or transactions on the TAB's website, on the TAB app, and/or at TAB venues (including but not limited to race tracks);
 - (c) from any identifiable individual;
 - (d) from any other agency (as defined by the Privacy Act 2020); and
 - (e) from any third party.
- 30.4. Information collected and held by the TAB about you may be used by the TAB from time to time to:

- (a) assess your credit-worthiness;
- (b) confirm that your Account is being used in accordance with these General Terms (and, in particular, that it is being used solely for the purposes of betting with the TAB);
- (c) provide you with Account related support, notifications, reminders and offers (including Account deposit, Account withdrawal, Account balance and Account activity) during the establishment and on-going use of your Account;
- (d) manage your Account and assess your eligibility to receive specific products and services;
- (e) offer you products or services that the TAB considers may be of interest to the you;
- (f) provide a customer experience specific for you;
- (g) assess your eligibility for participation in any promotional events which the TAB may be running;
- (h) deal with your requests, enquiries or complaints and other customer related activities;
- (i) carry out market research and analysis relating the TAB's products and services generally;
- (j) monitor Account activity in order to detect and prevent corruption in sport and racing and;
- (k) comply with its obligations under applicable laws, including but not limited to problem gambling, harm prevention and minimisation under the Act.

30.5. Pursuant to the Privacy Act 2020, you have the right to view and correct personal information held by the TAB.

30.6. Personal information may be disclosed by the TAB to third parties in connection with any of the purposes stated under clause 30.4 provided that the recipient of the information is subject to an obligation of confidentiality in relation to the disclosed information.

30.7. Notwithstanding clause 30.6, the TAB may disclose your personal information to particular organisations both within New Zealand and overseas for the purposes of investigating and/or detecting breaches of Rules of Racing of New Zealand or of another jurisdiction, or any relevant legislation of New Zealand or of another jurisdiction.

31. Monitoring of Sports Betting to Prevent Corruption

31.1. The provision of this clause shall apply:

- (a) to sports betting (as defined by section 5(1) of the Act) on Authorised Events of a Selected Sport; and
- (b) to a Relevant Person (whether that person is an Account Holder or not).

31.2. When a Relevant Person opens an Account, operates an Account, uses TAB's website and/or places bets with TAB (in any manner, and whether or not the Relevant Person is an Account Holder), the Relevant Person irrevocably authorises TAB to collect and use personal information from and about that Relevant Person for the purposes of the Betting Rules.

31.3. In addition to the purposes for collection and use of information as set out in the General Terms and Conditions for Accounts, information collected and held by TAB about the Relevant Person can be:

- (a) used by TAB to monitor the Relevant Person's sports betting activities on Authorised Events of a Selected Sport from time to time;

(b) disclosed by TAB to:

- (i) the applicable National Sporting Organisation; and/or
- (ii) any other organisation that TAB determines has a legitimate interest in the information (a “**Relevant Organisation**”), in each case, to enable TAB to monitor sports betting by Relevant Persons, to seek to identify and otherwise prevent corruption in sports betting, and to comply with its obligations under the Act relating to problem gambling.

31.4. By placing a bet (in any manner) on any Authorised Event of a Selected Sport, a Relevant Person irrevocably agrees that:

- (a) TAB is authorised to monitor the sports betting activity of the Relevant Person;
- (b) where TAB has concerns relating to a Relevant Person with respect to problem gambling and/or corrupt betting, TAB is authorised to disclose personal information, including the Betting Account activity, in respect of the Relevant Person to the applicable NSO or any Relevant Organisation;
- (c) the applicable NSO of the Relevant Person may request, from time to time, TAB to provide a sample selected on a random basis of the Relevant Person’s sports betting activity and that TAB may supply such information to the applicable NSO;
- (d) where TAB considers there is, or there is a risk of, corrupt betting or problem gambling by the Relevant Person, then TAB may;
 - (i) refuse to accept bets from the Relevant Person; and/or
 - (ii) may cancel that Relevant Person’s Betting Account with immediate effect; and/or
 - (iii) issue a ban on that Relevant Person from entering gambling or betting premises until further notice is given by TAB; and
 - (iv) neither TAB nor any officer, employee, agent, or contractor of TAB, nor any NSO or Relevant Organisation to whom TAB discloses personal information, will be liable to the Relevant Person as a result of such collection, use and/or disclosure of personal information about the Relevant Person or any act or omission taken in connection with the collection, use and/or disclosure of such personal information, to the maximum extent permitted by law.

32. General

32.1. You are subject to these General Terms and the Betting Rules.

32.2. If there is an inconsistency between these General Terms and the Rules, the Rules prevail. A copy of the Rules is available at the TAB’s website www.tab.co.nz and you should check them regularly to ensure you are familiar with them, as they will change from time to time.

32.3. TAB will notify Account Holders of any amendments to these General Terms made from time to time through its website, www.tab.co.nz.

32.4. These General Terms are governed by, and are to be construed in accordance with, New Zealand law. The parties submit to the exclusive jurisdiction of the New Zealand Courts.

32.5. Failure or omission by TAB at any time to enforce or require strict or timely compliance with any terms of these General Terms will not affect or impair that term in any way or the rights of TAB to avail itself of the remedies it may have in respect of that term. No waiver

by TAB of any breach by you of any term of these General Terms at any time is to be deemed to be a waiver of any other breach of that term or any other term by you.

- 32.6. If any term of these General Terms is, or becomes, unenforceable, illegal or invalid for any reason, the relevant term is to be deemed modified to the extent necessary to remedy the unenforceability, illegality or invalidity. If this is not possible, the relevant term is to be severed from these General Terms, without affecting the enforceability, legality or validity of any other term of these General Terms.
- 32.7. These General Terms and the Rules constitute the entire agreement of the parties in respect of establishing and operating your Account and supersede all previous agreements in respect of those matters.
- 32.8. All liability of TAB to you or any other person for any loss or damage whatsoever suffered (including, but not limited to, direct, indirect and/or consequential loss), whether in tort (including negligence), contract or otherwise, is expressly excluded to the fullest extent permitted by law. In particular, the TAB, and any employee, agent or contractor of TAB, will not be liable for any loss arising from the unauthorised use of your Account.
- 32.9. TAB will not be liable for any loss arising from the postage of remittances to an address supplied by you to TAB.