

**TABtouch Sports Promotion 2019**  
**Terms and Conditions**

The following Terms and Conditions will be published on TABtouch ([www.tabtouch.com.au/betteryourclub](http://www.tabtouch.com.au/betteryourclub)).

1. Entry into the promotion is deemed acceptance of the terms and conditions set out in this document ('Terms and Conditions').
2. The promoter is Racing and Wagering Western Australia (RWWA) (ABN: 21 347 055 603) of 14 Hasler Road, Osborne Park WA 6017 (Promoter).
3. The promotional period commences at 8.00AM (WST), Thursday 21 February 2019 and ends at 11.59pm (WST) Sunday 7 April 2019.
4. Entry Criteria: to be eligible to enter the TABtouch Sports Promotion, entrants must meet the following conditions:
  - a. The Sporting Club must either be a senior club with membership comprising entirely of 18+ members or with a totally separate management committee for any under 18 age (junior membership) component of the club
  - b. The Sporting Club must be a Registered Club from metropolitan and/or regional Western Australia
  - c. The Applicant must complete and submit the entry form at ([www.tabtouch.com.au/betteryourclub](http://www.tabtouch.com.au/betteryourclub)) within the promotional period. The entry must comprise of a written response (no word limit) answering the question 'Tell us what your Club would do with \$10,000?'
  - d. Applicants who enter the promotion confirm they have the permission of the Eligible Club to enter the competition on behalf of the Eligible Club and have shared these terms and conditions with a representative(s) of the Eligible Club who has the capacity to bind the Eligible Club before entering the competition
5. A limit of one (1) entry per eligible Club applies. Any subsequent entry for the same club after the first valid entry received will be deemed invalid.
6. A panel of the Promoter's appointed judges will review all applications that are eligible for consideration. The judges will assess the merits of each application in their discretion and will ultimately determine any successful applications, in whole or in part. Winning applications will be selected at the discretion of the panel of appointed judges. The Promoter can execute its right to refuse awarding the prize to the Club. Note that under the Racing & Wagering WA Code of Practice, TABtouch is unable to be associated with junior (under 18 age) sport.
7. The Promoter reserves the right to request a copy of Sporting Club's certificate of incorporation and constitution prior to awarding the prize.
8. An eligible Club can only win one prize.
9. The judges' decision is final and no correspondence will be entered into.
10. The Promoter is not liable and does not accept responsibility for: a participant's entry that is not received within the promotional period or which is received and subsequently corrupt or rejected; any lost, misdirected or corrupt entries.

11. The Promoter is not responsible for: any postponement, cancellation, delay or changes to the prizes, promotions beyond RWWA's reasonable control; any technical failures or unavailability of the RWWA website or other related platforms
12. Entry is open to Western Australian Sporting clubs that are incorporated bodies under the Associations Incorporation Act WA 2015. Clubs where RWWA employees, directors and management who form part of the Club's management committee and/or are involved in the management of the Club are not eligible to enter. In addition, Clubs associated and/or registered with Racing and Wagering Western Australia (RWWA) are also not eligible to enter.
13. Only entries determined by the Promoter to be eligible entries will be included in the winner selection process and entries received after the closing time and date, will not be accepted.
14. Three (3) winners will be selected by the Promoter from all eligible entries received.
15. There are three (3) prizes to be won valued at \$10,000. Total prize pool is a maximum of \$30,000.
16. The winner selection will take on Thursday 11 April, 2019 at Racing & Wagering WA, 14 Hasler Road, Osborne Park WA 6017.
17. The three (3) winners will be notified by 4.00PM (WST), Monday 15 April 2019 by telephone and by email using contact details provided in the entrant's application form. Winners will be announced by publication on the Promoter's website ([www.tabtouch.com.au/betteryourclub](http://www.tabtouch.com.au/betteryourclub)). Winning clubs may also be promoted on TABtouch social media channels.
18. In the event that the Promoter is unable to contact a successful applicant by 4.00pm (WST), Friday 3 May 2019, that applicant will forfeit the prize and the judges will select another successful application in their place.
19. The prize (or any part thereof) is not transferable or exchangeable for other goods or services. It is a condition of accepting a prize that the winner accept the conditions of that prize.
20. The winning Club will receive a bank transfer to the value of \$10,000, not the individual entrant, within 30 days of the winner notification date. It is the responsibility of the winners to ensure that bank details supplied are accurate and are in the name of the sporting body in order to receive the transfer of the prize.
21. Each winning eligible Club will be required to complete the project that the prize money will be used for within two years of receiving the money unless otherwise agreed to by the Promoter. Throughout and upon the conclusion of the project, the Promoter or its appointed agency may visit the club for marketing and PR purposes.
22. Each Club grants the Promoter express permission to share such personal or contact information (disclosed in the entry form) as is required to verify that the winning Eligible Club is a registered in WA, if required.
23. The winners must be available and willing to be involved in any media promotion of the TABtouch Sports Promotion. The Club name and photograph of the winner may be used for promotional purposes by the Promoter without compensation. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities).
24. Winners must spend the prize money on what was specified within the application.
25. The Promoter reserves the right to rejudge in the event of an entrant being unable to satisfy these competition conditions or forfeiting or not claiming a prize. For any element of the prize that remains

unclaimed or forfeited through ineligibility or otherwise by 4.00pm (WST) on the Friday ten (10) weeks after the prize has been awarded, the winner will forfeit that portion of the prize and no compensation will be paid in lieu.

26. It is the responsibility of the entrant to ensure that all information supplied is accurate. Entrants must ensure that all care is taken when submitting entries into this promotion. It is the entrant's responsibility to enter the correct details on the entry form. The Promoter will not be liable for any consequences of user error.
27. The Promoter reserves the right to verify the validity of any entries and reserves the right to disqualify any entrant who supplies invalid or unsuitable information at the sole discretion of the supplier.
28. The Promoter is not responsible for any error, omission or failure to deliver agreed goods or services provided by suppliers or contractors.
29. The Promoters accept no responsibility for any accident, loss, injury or damage to any individual or property arising out of or in connection with the competition or the competition prize, either during or after the competition.
30. The Promoter's decision is final and no correspondence will be entered into.
31. The Promoter (subject to State and Territory Legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will not be liable for any losses to any party arising from any variation or cancellation.
32. The Promoter will disqualify any entrant who has tampered with the entry process or any other aspect of this competition.
33. The Promoter will collect the Club's contact details in order to include the entrant in this promotion.
34. Entry details remain the property of the Promoter. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement.
35. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.