

Account T&Cs

Part A –Your Account	2
1 The Tabcorp Group	2
2 Application of these T&Cs, Betting Rules and Legislation	3
Part B – Opening and using your Account	4
3 Opening an Account	4
4 Using your Account	5
5 Account Details and security	5
Part C – Betting	7
6 Placing bets	7
7 Computer, internet or system errors or malfunctions	8
8 Promos	9
Part D – Your money	10
9 Our custody of your money	10
10 Deposits into your Account	10
11 Chargebacks	11
12 Withdrawals from your Account	11
13 Adjustments to your Account Balance	12
14 Commissions, fees and debt recovery	13
Part E – Specific services and features	15
15 Check and Collect	15
16 Cash out	15
17 Bets Friends	17
18 Vision	18
Part F – Safer Gambling	19
19 Safer gambling	19
20 Self-exclusion	19

21 Deposit Limit and Spend Limit set by you	20
22 Limits set by us	21
Part G – Account suspension and closure	22
23 Inactive Accounts	22
24 Suspending or closing your Account	22
25 Consequences of suspending or closing your Account	23
Part H – Other terms	24
26 Accessibility and operation of Account Channels	24
27 Your Personal Information	24
28 AML/CTF Laws	24
29 State of Residence	25
30 Intellectual Property Rights	27
31 Liability	28
32 Variation	28
33 Notices	29
34 Set-off	29
35 General	30
Part I - Definitions and interpretation	31
36 Definitions	31
37 Interpretation	35
Schedule 1 – Prohibited Activities and Our Actions	37

Part A –Your Account

1 The Tabcorp Group

- 1.1 Tabcorp Holdings Limited (ACN 063 780 709) and its Related Bodies Corporate are an Australian-based corporate group that is authorised to provide gambling services in Australia (collectively referred to in these Account T&Cs as **Tabcorp**).

- 1.2 Tabcorp is authorised to provide gambling services in Australia through its TAB Licensees. Each TAB Licensee holds a wagering licence or similar authorisation in a State or Territory in Australia.
 - 1.3 To place bets and use other services offered by us using the Account Channels, you need to open an Account (unless you only want to place bets in TAB Venues). Once you open your Account, you will be able to access your Account via the Account Channels and use it to place bets and use our other services.
 - 1.4 These Account T&Cs are between you and the TAB Licensee you open an Account with. References in these Account T&Cs to 'We', 'Our', or 'Us' is a reference to the TAB Licensee(s) with which: (a) you open an Account; or (b) an Account is opened by Tabcorp on your behalf, in accordance with these Account T&Cs.
-

2 Application of these T&Cs, Betting Rules and Legislation

- 2.1 You must use your Account in accordance with these Account T&Cs (including the Promo T&Cs and Vision T&Cs) the Betting Rules and the Legislation. By opening an Account, you agree to comply with these terms as amended from time to time.
- 2.2 If there is any inconsistency between:
 - (a) the Legislation;
 - (b) the Betting Rules; and
 - (c) these Account T&Cs; and
 - (d) the Promo T&Cs [\[Link\]](#) and Vision T&Cs [\[Link\]](#),the document higher in the list above will apply to the extent of any inconsistency.

Part B – Opening and using your Account

3 Opening an Account

- 3.1 You must apply to open an Account and become a Member.
- 3.2 The TAB Licensee that you may open an Account with will depend on your State of Residence at the time of opening the Account:
 - (a) if you are a NSW Resident, you may only open an Account with TAB NSW; and
 - (b) if you are not a NSW Resident:
 - (i) you may only open an Account with one or more of the TAB Licensees other than NSW TAB; and
 - (ii) your default TAB Licensee will, unless you advise otherwise, be:
 - (A) the TAB Licensee that is licensed in your State of Residence; or
 - (B) if your State of Residence is in WA, as determined by us.
- 3.3 You can only hold one Account with each applicable TAB Licensee.
- 3.4 When you apply to open an Account:
 - (a) you will be allocated an account number, and you must nominate a password;
 - (b) you must provide certain information, including Identification Information; and
 - (c) you will apply to open an Account with the applicable TAB Licensee in accordance with clause 3.2, which will be based on the residency information you provide with your Identification Information.
- 3.5 By applying to open an Account, you confirm that you:
 - (a) are an individual person;
 - (b) are at least 18 years of age;
 - (c) are only providing your own identification and other personal information;
 - (d) will only use your Account for personal use;
 - (e) are not an Excluded Customer;
 - (f) are located in Australia;

- (g) have provided accurate residency information that reflects your actual State of Residence at the time of opening the Account;
 - (h) are the lawful and beneficial owner of all funds deposited into, withdrawn from, or used in connection with your Account.
 - 3.6 Tabcorp or one of its Related Bodies Corporate will verify your identity using the Identification Information you provide. If your identity is successfully verified, an account will be opened between you and the relevant TAB Licensee (your **Account**).
-

4 Using your Account

- 4.1 Only you may use your Account. You must not:
 - (a) allow another person to use or access your Account; or
 - (b) use your Account for or on behalf of another person.
 - 4.2 You may only use your Account to:
 - (a) deposit funds for the purpose of placing bets with us;
 - (b) withdraw funds from your Account into a Designated Bank Account;
 - (c) place bets with us; and / or
 - (d) use any other services we may make available to you from time to time, including racing and sporting vision, subject to any additional terms and conditions included or referred to in these Account T&Cs and /or notified to you from time to time.
 - 4.3 You may only use your Account while you are physically located in Australia.
 - 4.4 You must not commit or engage in any Prohibited Activity. If we have reason to believe you have engaged in a Prohibited Activity, we may take any of the corresponding actions set out in Schedule 1 that are reasonable and appropriate in the specific circumstances.
-

5 Account Details and security

- 5.1 You can change your Account password or other verification or authentication information by contacting us, including via Customer Support or when logged into your Account on the TAB App or TAB Website, subject to correctly identifying yourself which may include multi-factor authentication.
- 5.2 You must keep your residential information on your Account up to date and if your State of Residence changes, clause 29.2 will apply.
- 5.3 You may elect to use a personal identification number (**PIN**) or biometric methods (including fingerprints or facial recognition) to log-in to your Account on your device.

- 5.4 We may also use multi-factor authentication processes to provide additional assurance that the person accessing an Account is authorised to do so, maintain security and help prevent fraud.
- 5.5 You must keep your Account Details, verification information and authentication credentials associated with your Account safe and confidential. You must not share your Account Details, verification information or authentication credentials associated with your Account with any other person. We are not responsible for any loss you suffer if your Account Details, verification information or authentication credentials associated with your Account are lost, stolen or become compromised, unless we directly cause them to be lost, stolen or compromised.
- 5.6 You must notify us as soon as reasonably practicable if any third party accesses your Account Details, verification information or authentication credentials associated with your Account or any of them are lost, stolen or otherwise compromised. If this happens, we may suspend or close your Account.
- 5.7 You are responsible for all activity conducted through or in connection with your Account, including placing bets, making deposits and withdrawals, and updating Account Details. If you fail to comply with any of your obligations in this clause 5 and your Account is accessed or used without authorisation using your Account Details, verification information or authentication credentials associated with your Account, you will be responsible for any bets placed, funds withdrawn or other transactions or activity conducted using or in connection with your Account as if you had undertaken the activities yourself, except to the extent our act or omission caused or contributed to that access or use.

Part C – Betting

6 Placing bets

- 6.1 Subject to this clause 6, clause 7 and clause 28.3, you may place bets with us by making an offer to us by using the Account Channels. We may:
- (a) accept or decline your offer, or request you to change your offer; or
 - (b) withdraw, limit or modify the availability of any bet type.
- 6.2 Telephone bets can be made by:
- (a) **Operator Assist.** All details of the bet that the operator repeats back to you will be the final details of your offer to place a bet. This may be referred to as a 'call back'. If the details stated by the operator are different to your intended offer, you must correct the operator during the operator repeating the details. You will not have another chance to correct the details of your offer. Immediately following the operator repeating the offered bet details, we may accept your offer. You accept full liability for any discrepancies that are not corrected during the operator calling back the bet to you, and we will not be responsible for any lost winnings due to uncorrected discrepancies.
 - (b) **Touchtone.** Once you submit your offer details and confirm the details when prompted, you will not be able to correct your offer details and we may accept your bet. Your bet is accepted when you hear the words "bet sold".
 - (c) **Speech Express.** By saying "yes" you will not be able to correct the details of your offer and we may accept your offer. Your offer is accepted when you hear the words "bet sold".
- 6.3 We may set a minimum amount for offers to place a bet, including by telephone. If we set minimum amounts, we will publish these amounts on the TAB Website.
- 6.4 You acknowledge and agree that we may record all telephone calls made to Operator Assist, Touchtone and Speech Express for regulatory, quality assurance, security and fraud prevention purposes.
- 6.5 We must receive all offers to place a bet prior to any relevant deadline. If an offer is received after the relevant deadline, we will decline it.
- 6.6 You will be deemed to have placed a bet when:
- (a) we accept your offer and it is recorded in our system as a placed bet; or
 - (b) if we request you to change your offer, you make us a revised offer, we accept your revised offer and it is recorded in our system as a placed bet.

- 6.7 Once you are deemed to have placed a bet, you cannot cancel the bet and your Account will be debited for the staked amount.
 - 6.8 You must check the details of the bet that you wish to place at the time you make an offer to place it to make sure it is correct.
 - 6.9 Our records are the official and correct record of your bet. Computer printouts and other records provided by you as evidence of your bets will not be accepted as proof of purchase.
 - 6.10 Due to certain legal or regulatory requirements, residents of certain Australian States and Territories may be ineligible to place certain bets.
 - 6.11 We may change our betting systems, how we operate them, and how we receive and accept your offers to place bets. Where practicable, we will notify you before we make any of these changes through the Account Channels.
-

7 Computer, internet or system errors or malfunctions

- 7.1 If you start to make an offer to place a bet and:

- (a) you do not complete your offer; or
- (b) we are unable to accept your offer,

because of a failure in your internet connection, or the Account Channels or our computer systems experience any outage or malfunction, including any instances of timing out, then:

- (c) if we are able to retrieve your offer and your offer is complete, your offer will stand and capable of acceptance by us; or
- (d) if we are unable to retrieve your offer or we are unable to determine whether your offer is complete, your offer will be void and not capable of acceptance by us. If necessary, we will also make any necessary adjustments to your Account Balance.

- 7.2 We may refuse to accept any offers to place a bet, or declare any placed bets void, if we have reasonable grounds to believe that our Account Channels or our systems, or our third-party supplier(s)'s systems, are compromised or have malfunctioned.
- 7.3 Where we are participating in an international totalisator pool or the national totalisator pool, the Betting Rules provide that in some circumstances a dividend may not be able to be declared by the host operator. Without limiting clause 7.1 or clause 7.2, if this occurs:
 - (a) we will place the affected staked amounts into the alternative pool specified in the Betting Rules, which may have different liquidity and dividends to what may have been received in the international totalisator pool or the national totalisator pool; and
 - (b) to the extent permitted by law, we will not be liable for any loss or damages suffered or alleged to have been suffered as a result of or

arising out of the circumstances described in this clause, except to the extent such loss or damage is caused by Tabcorp's fraud, negligence or misconduct.

- 7.4 Notwithstanding anything contained elsewhere in these Account T&Cs, in circumstances where it is identified that a Manifest Error has occurred, we may at any time (in our discretion):
- (a) void and refund any bet affected by the error; or
 - (b) undertake the procedures provided in Rules 7.1 and 7.2 of the Victorian Totalisator Betting Rules (as appropriate); or
 - (c) pay the correct payout (calculated at our discretion); or
 - (d) in respect of a multi bet, void the one or more leg(s) affected by the error and, if all remaining leg(s) of the multi bet are decided in the Member's favour, revise the payout of a product of the cumulative prices applicable to the remaining leg(s) decided in the Member's favour and the original stake.

8 Promos

- 8.1 We may offer you Promos in accordance with our Promo T&Cs. [\[Insert Link\]](#)

Part D– Your money

9 Our custody of your money

- 9.1 All monies deposited into your Account are held in a bank account in our name, and these monies are not held on trust for you. We maintain separate bank accounts which contain sufficient funds to cover all Members' Account Balances.
- 9.2 All money in your Account may be:
- (a) mixed with other money; and/or
 - (b) used or managed by us, acting reasonably and for legitimate business reasons, including being invested in short term money markets and deposited in interest bearing accounts.
- 9.3 You are not entitled to any interest or other benefits on the money in your Account. We will retain any interest or benefits earned for our benefit.
- 9.4 Your Account is not a bank account. It is not insured, guaranteed or otherwise protected by any deposit or banking insurance system or by any other similar insurance system.
-

10 Deposits into your Account

- 10.1 We accept deposits into your Account by:
- (a) cash, provided the deposit is made by you at a TAB Venue;
 - (b) debit card in your name that was issued in Australia;
 - (c) EFT where the source of funds is an Australian bank account in your name; or
 - (d) BPAY, PayPal, PayID, Apple Pay, Google Pay or other payment platforms via a mobile device, (**Third Party Facility**) where the source of any funds is a debit card or bank account (in the case of PayID) in your name that was issued in Australia (**System Deposits**).
- 10.2 We do not accept deposits into your Account:
- (a) by credit card, whether directly or indirectly, including via any Third Party Facility; or
 - (b) from any third party.
- 10.3 Acting reasonably and in accordance with Tabcorp's legitimate business interest, we may refuse to accept deposits into your Account via any of the methods referred to in clause 10.1 above.

- 10.4 You may cancel your authority to deposit funds into your Account via a debit card or System Deposit by contacting Customer Support.

11 Chargebacks

- 11.1 If you dispute a financial transaction on your Account, including by way of chargeback or other deposit cancellation, you acknowledge and agree that:
- (a) we will adjust your Account Balance to reflect any refunded amounts, and any other related costs or expenses incurred by Tabcorp; and
 - (b) we may temporarily suspend the Account without notice, pending an investigation by us into the transaction.

12 Withdrawals from your Account

- 12.1 Subject to clause 28.3, you can request to withdraw funds from your Account into a bank account issued in Australia that is in your name (**Designated Bank Account**). You can make this request when logged into your Account on the TAB App or TAB Website or at certain TAB Venues. You can nominate a bank account for withdrawals on the TAB Website, in the TAB App or by contacting Customer Support. Tabcorp may allow you to have more than one Designated Bank Account at a time.
- 12.2 Subject to clause 28.3, you can also request withdrawal of funds from your account into an Australian PayPal account that you have previously made a successful deposit from. You can make this request when logged into your Account on the TAB App or TAB Website.
- 12.3 You should take care when entering and submitting details of a Designated Bank Account. You are responsible for entering correct details for the Designated Bank Account. We do not check your BSB, account or bank details to confirm that they are correct. If you enter incorrect details:
- (a) funds may be paid to the wrong account, which may not be recoverable;
 - (b) a processing failure may occur; or
 - (c) interest, charges, fees or penalties may be imposed by third parties,
- and we are not liable for any such loss you suffer due to you entering incorrect details.
- 12.4 If you make a request in the TAB App or TAB Website to withdraw funds from your Account, we will endeavour to process the withdrawal within one business day of your request, subject to any required checks, and we will only transfer funds into the Designated Bank Account. Your bank may then take up to 3 business days to fulfil this request, and this delay is outside of our control.

12.5 If you make a request at a TAB Venue to withdraw funds from your Account, we may allow cash withdrawals if:

- (a) the TAB Venue has the services and funds available; and
- (b) you follow any process notified to you, including for the purposes of clause 28 below, that you are the holder of the account and may be required to sign a withdrawal receipt as acknowledgement of the withdrawal.

12.6 If you wish to withdraw funds that have not been used for betting purposes, you will need to:

- (a) for funds deposited by debit card, call Customer Support to make your request;
- (b) for funds deposited by System Deposits, contact the Third Party Facility to request a return, then call Customer Support to notify us that you have made a request to the Third Party Facility. If you do not notify us, your Account may be suspended,

and we reserve the right to review the request and seek any further information as necessary. Our approval of the request is subject to our compliance with all relevant regulatory and legislative obligations.

12.7 We may delay, restrict or refuse a withdrawal request, or place a temporary hold on funds in your Account, where we reasonably consider it necessary:

- (a) to investigate a potential breach of these Account T&Cs, the Betting Rules or applicable law;
- (b) to investigate a suspected Prohibited Activity;
- (c) to comply with any legal, regulatory, law enforcement or Government Agency requirement;
- (d) to verify your identity, source of funds, source of wealth or entitlement to use a payment method;
- (e) to investigate suspected fraud, financial crime, scam activity, Account compromise, unauthorised Account use or suspicious transactions; or
- (f) to protect the integrity, security or lawful operation of your Account or our business.

13 Adjustments to your Account Balance

13.1 If funds are credited to your Account in error, you must tell us as soon as possible.

13.2 If we become aware, or have reasonable grounds to believe, that an error or mistake has been made in the course of debiting or crediting your Account:

- (a) we will adjust your Account Balance to correct the error or mistake; and

- (b) unless we tell you otherwise, any transactions resulting from the error will be void.
 - 13.3 If we take an action in response to a Prohibited Activity that involves retaining or recovering an original stake or winnings, we will adjust your Account Balance accordingly.
 - 13.4 To the extent that we, acting reasonably, determine that you have breached these Account T&Cs, we may adjust your Account Balance to the extent reasonably necessary to address the breach (as applicable).
 - 13.5 If we need to adjust your Account Balance by debiting it but your Account Balance is too low, the shortfall amount becomes a debt that you owe us. We reserve the right to recover this amount by:
 - (a) providing a written claim for the debt; and/or
 - (b) making further adjustments to your Account.
 - 13.6 If we adjust your Account Balance, we will use reasonable efforts to provide you with written notice by emailing the email address listed on your Account. We will tell you the date of the adjustment, the reason for the adjustment, and the amount of the adjustment.
 - 13.7 If you disagree with our adjustment to your Account, you can request one review of our decision within 30 days of the adjustment date (**Adjustment Review**). Your request must be made in writing to via our [Help Centre](#) or the Customer Support, Locked Bag 7000, Granville, 2142, NSW, and you must provide us with any relevant documents. We may, acting reasonably, request further documentation to assist with any review.
 - 13.8 You can only request one review for each decision. We will use reasonable efforts to review your Adjustment Review request and provide you with a written response within 21 days of receipt of your Adjustment Review request. Following the Adjustment Review, we will make a decision which is final for the purposes of the Adjustment Review.
-

14 Commissions, fees and debt recovery

- 14.1 Other than in the circumstances described in clauses 14.2 and 23.3, we will not charge you any fees to open, close or manage your Account. If we, acting reasonably, introduce or increase any fee, we will give you at least 30 days prior written notice (e.g. by email) before it takes effect.
- 14.2 We may recover from you any fees, costs, Loss, charges, taxes, imposts, levies or duties imposed on us by a third party which are incurred:
 - (a) in relation to a deposit of funds credited to your Account, including:
 - (i) charges arising from a dishonoured cheque; and
 - (ii) charges in obtaining authorisation or confirmation from the relevant financial institution that the funds will be credited;

- (b) in transferring funds to you from your Account; or
- (c) otherwise as specified in these Account T&Cs,

and you authorise us to recover this by providing a written claim for the debt, or debiting your Account. If this action is proposed, we will notify you as soon as reasonably practicable of being aware of the relevant third-party charges and by providing at least 10 days prior written notice (e.g. by email) before it takes effect.

- 14.3 You are responsible for any costs associated with your use of your Account in accordance with these Account T&Cs, including any applicable taxes, insurance and other related costs.
- 14.4 We encourage you to seek independent financial and tax advice about any implications (including tax implications) that may arise prior to transacting on your Account.

Part E – Specific services and features

15 Check and Collect

- 15.1 We may make available to you the “Check and Collect” feature within the TAB App. This feature will allow you to check the status of a bet placed by you in a TAB Venue, and credit any refunds or winnings associated with that bet to your Account.
- 15.2 You may only use the "Check and Collect" feature if you:
 - (a) hold a betting ticket for a bet that you placed in a TAB Venue; and
 - (b) wish to credit any refund or winnings associated with that ticket to your Account.
- 15.3 You must not use the “Check and Collect” feature:
 - (a) to check on the status of, or collect any refunds or winnings from, any bet that you did not place with us; or
 - (b) to tamper with or interfere with the feature or manipulate the use of the feature to deliver a particular outcome.
- 15.4 You will not be able to use the “Check and Collect” feature to collect any refunds or winnings from a ticket and credit them to your Account if this would result in you exceeding your Deposit Limit.
- 15.5 You are responsible for ensuring that any refund or winnings have been correctly credited to your Account before you dispose of or destroy the relevant ticket.

16 Cash out

- 16.1 We may make available to you the Cash Out feature on Eligible Bets. This feature will allow you to manage your exposure on an Eligible Bet prior to that bet resulting by entering into a “cash out transaction” with COPL which involves you transferring all or a proportion of the proceeds of an Eligible Bet to COPL once the bet results, in return for an Upfront Payment from COPL (**Cash Out**). We simply facilitate “cash out transactions” between you and COPL.
- 16.2 We may amend, suspend or remove Cash Out on any Eligible Bet or on any other bet type without providing a reason or notification, including where Cash Out has previously been advertised as being available. If we amend, suspend or remove Cash Out, any placed bets will stand as originally placed.
- 16.3 If you wish to use the Cash Out feature, you must:
 - (a) request us or COPL to make you a Cash Out offer; and

- (b) if we or COPL makes you a Cash Out offer, accept that offer.
- 16.4 You may request us or COPL to make you a Cash Out offer in the Account Channels at any time after placing the Eligible Bet and before the Eligible Bet results, unless we suspend the Cash Out feature prior to the Eligible Bet resulting.
- 16.5 We are, and COPL is, not required to make you a Cash Out offer. We or COPL may determine if and when we make you a Cash Out offer, and whether to make a Cash Out offer subject to any conditions.
- 16.6 If we decide to make you a Cash Out offer, we may change the Cash Out offer at any time prior to you accepting the offer and us or COPL receiving your acceptance, including to reflect that the odds of any particular outcome of the Eligible Bet have changed or may change. If we or COPL changes a Cash Out offer, the previous Cash Out offer will immediately expire and you will not be able to accept it and any attempt to do so will be ineffective.
- 16.7 You acknowledge that Cash Out offers may occasionally be affected by errors and that you are not entitled to rely on a Cash Out offer that is obviously inconsistent with the relevant market, event status, betting position or the value that would ordinarily be expected in the circumstances.
- 16.8 Subject to clause 16.9, if you accept a Cash Out offer made by us or COPL:
- (a) COPL will transfer you the Upfront Payment by us crediting this amount to your Account Balance;
 - (b) you grant us a right to set off the proportion of the Bet Proceeds that you agreed to transfer to COPL, and consent to us paying any such amount to COPL If an Eligible Bet is:
 - (i) “fully cashed out”, 100% of the Bet Proceeds will be paid to COPL; and
 - (ii) “partially cashed out”, the ratio of:
 - (A) the Upfront Payment agreed by you; and
 - (B) the Upfront Payment that was offered to you for a “full cash out” at the time the Eligible Bet was “partially cashed out”,is the proportion of the Bet Proceeds that will be paid to COPL. If the Eligible Bet that was “partially cashed out” was a Quaddie, you may be provided with a “Remaining Flexi” percentage as an indication of the part of the Flexi percentage of the Quaddie that has not been Cashed Out. For the avoidance of doubt, the original Quaddie bet placed in the totalisator is not altered and is dealt with under the relevant Betting Rules;
 - (c) your decision is irrevocable, and you cannot reverse or stop the process; and
 - (d) you agree that:

- (i) all communications between us, you and COPL in relation to the Cash Out offer occur in the Northern Territory, Australia; and
 - (ii) all matters relating to Cash Out in connection with a bet placed in any jurisdiction will be governed by the laws in force in the Northern Territory, and we, COPL and you, irrevocably submit to the exclusive jurisdiction of the courts of the Northern Territory in respect of such matters.
 - (e) By accepting a Cash Out offer, you accept that:
 - (i) you will not receive any dividend, payout or refund in relation to the proportion of Eligible Bet that you agree to Cash Out; and
 - (ii) once you receive the Upfront Payment, us or COPL have no further obligations to you in relation to the proportion of Eligible Bet that you agree to Cash Out.
 - (f) When you request a Cash Out offer, you expressly consent to us disclosing your personal information to COPL to the extent necessary for the purpose of:
 - (i) COPL assessing a request to Cash Out an Eligible Bet;
 - (ii) COPL communicating with you in relation to a request to Cash Out an Eligible Bet;
 - (iii) COPL recording Cash Out transactions;
 - (iv) COPL advertising to you in relation to the Cash Out functionality; and
 - (v) other matters ancillary to the matters outlined above.
- 16.9 Notwithstanding the above provisions of this clause 16, where a Cash Out offer is made as a result of Manifest Error, we or COPL may declare the Cash Out agreement void.
-

17 Bets Friends

- 17.1 We may make available to you the “Bets Friends” feature within the TAB App. This feature will allow you to share the details of your bets within a private group, copy selections from other Members and post tips. You can access more information on the “Bets Friends” feature on the TAB Website in the Bets Friends FAQ section.
- 17.2 You must create a “Bets Friends profile” in your Account to use the “Bets Friends” feature. Once you create a “Bets Friends” profile, you can create or join teams with other Members and follow our expert tipsters. You must only invite Members that you know to join a team with you, and you must not send repeated or unwanted invitations to other Members.
- 17.3 You may leave, and stop using, the “Bets Friends” feature by removing yourself from the teams you are currently following.

- 17.4 You are responsible for the content you post and share when using the “Bets Friends” feature.
- 17.5 You must not post any content using, or create a username or profile picture for, the “Bets Friends” feature that:
- (a) could be considered threatening, defamatory, insulting, disparaging, hateful or discriminatory;
 - (b) contains any drug related references;
 - (c) contains offensive material;
 - (d) infringes another person’s Intellectual Property Rights;
 - (e) breaches any law;
 - (f) condones or encourages excessive betting or betting beyond ones means;
 - (g) pressures a person to bet or ridicules a person for not betting;
 - (h) refers to the consumption of alcohol whilst betting;
 - (i) suggests that winning is a definite outcome of betting;
 - (j) promotes betting as a financial strategy or a viable way to earn income;
 - (k) promotes other wagering operators or any other services that are not related to us; or
 - (l) contains the Personal Information of any other person.
- 17.6 We prevent Members from using certain offensive terms and phrases with the “Bets Friends” feature. If there is a term or phrase that you consider we should prevent Members from using, you can email us via our [Help Centre](#).
- 17.7 If you post any of your own Personal Information using the “Bets Friends” feature, your Personal Information will be handled in accordance with our Privacy Policy.
- 17.8 We are not responsible for the content posted by other Members using the “Bets Friends” feature. You may use or rely on the content posted by other Members using the “Bets Friends” feature at your own risk. We are not responsible for the result of any content (including tips) posted using the “Bets Friends” feature.
-

18 Vision

- 18.1 We may make certain vision available to you in the TAB App or otherwise in accordance with our Vision T&Cs. [\[Insert link\]](#)

Part F– Safer Gambling

19 Safer gambling

- 19.1 We are committed to supporting safer gambling and have tools available to help you manage your gambling, such as Deposit Limits, Spend Limits, Take a Breaks and self-exclusion. You can access information about the tools available to support safer gambling on the Account Channels or <https://safergambling.tab.com.au> or by contacting Customer Support.
- 19.2 You should notify us if you are having difficulties managing your gambling behaviour.
- 19.3 As part of our safer gambling monitoring, we may:
- (a) contact you in relation to your gambling activity, including by notifications when you are logged into the TAB App or the TAB Website; and
 - (b) in our discretion impose restrictions on your account, including but not limited to applying a deposit or spend limit, suspending your Account or permanently closing your Account and excluding you from using our services.
- 19.4 While we make efforts to enforce our safer gambling policies and processes, to the extent these policies and processes are not required by law, we are not liable to you for any failure by us or our TAB operators to comply with these policies and processes, including in relation to any bets that you are able to place (regardless of Account Channel).

20 Self-exclusion

- 20.1 You may ask us to exclude you from using our services through the Account Channels on a permanent or temporary basis, which is known as “self-excluding” or “barring”. The process and terms to self-exclude or bar can be found at <https://safergambling.tab.com.au/help>.
- 20.2 While you are self-excluded you:
- (a) must follow the rules or guidance as set out in any communication to you about your self-exclusion or barring;
 - (b) must not attempt to place any bets with us using your Account;
 - (c) must not try to access or use your Account, including by giving false information or pretending to be someone else; and
 - (d) authorise us to take any steps we think are necessary to prevent your use of your Account.

- 20.3 Subject to these Account T&Cs, if we consider that you have deliberately circumvented our safer gambling measures, whether put in place by you or by us (e.g. by opening or using a third-party Account or an Account which uses your details) you are fully liable for your actions, and for all activity and bets placed on your Account. We may take action on your Account to void any pending bets, return original stakes and net deposits made.
- 20.4 In addition to the above self-exclusion, you can also choose to register with BetStop (the National Self-Exclusion Register) to temporarily or permanently self-exclude from being able to bet online or over the phone wagering operations in Australia. By agreeing to these Account T&Cs, you are committing to not use our services if you are registered on BetStop.
-

21 Deposit Limit and Spend Limit set by you

- 21.1 You may set a maximum amount of money that you can deposit into your Account on a daily, weekly, fortnightly or 28-day basis (**Deposit Limit**) by:
- (a) visiting the TAB Website or via the TAB App; or
 - (b) calling Customer Support.
- 21.2 You may set a maximum amount of money that you can use to place bets on your Account on a daily, weekly or 28-day basis (**Spend Limit**) by:
- (a) visiting the TAB Website or the TAB App; or
 - (b) calling Customer Support.
- 21.3 If you set a Spend Limit, any Bonus Bet you use to place a bet will count towards your Spend Limit.
- 21.4 If you set a Deposit Limit or Spend Limit, we will undertake the necessary actions to give effect to those limits as soon as reasonably practicable after those limits are set.
- 21.5 You must not attempt to exceed or circumvent any Deposit Limit or Spend Limit that you have set.
- 21.6 A Deposit Limit or Spend Limit set by you will remain in place until you change or remove these limits by contacting Customer Support or making this change when logged into the TAB App or TAB Website. If you want to:
- (a) remove or increase the limit, the change will not take effect for at least 7 days after the day we receive the notice; and
 - (b) lower the limit, the change will take effect as soon as reasonably practicable after you inform us of the change.
- 21.7 Your Deposit Limit and Spend Limit is set at an Account level.

22 Limits set by us

- 22.1 If we reasonably believe that you are experiencing gambling harm, we may set limits on your Account, including maximum amounts of money that you can deposit into your Account over a period of time.
- 22.2 If we set a maximum amount of money that you can deposit into your Account, you must not make deposits that exceed the limit or attempt to circumvent any enforced limit.

Part G— Account suspension and closure

23 Inactive Accounts

- 23.1 We may notify you if there has not been any Account Activity for a continuous period of 13 months (**Inactive Notice**).
- 23.2 If there has not been any Account Activity on your Account in the one month after we issue you an Inactive Notice, your Account will become an **Inactive Account**.
- 23.3 If your Account is an Inactive Account, until there is Account Activity, we may:
 - (a) charge you an account maintenance fee of \$5.50 per month (including GST) to cover the cost of keeping your Account open; and/or
 - (b) close your Account by notifying you in writing. If we notify you that we are closing your Account, your Account will be closed on the date specified in that notice.

24 Suspending or closing your Account

- 24.1 Subject to clause 28.3, you can ask to suspend or close your account by:
 - (a) visiting the TAB Website or logging into the TAB App; or
 - (b) calling Customer Support.
- 24.2 We may suspend or close your Account immediately where:
 - (a) we have a right to do so under these Account T&Cs (including for Prohibited Activities in Schedule 1), the Betting Rules or the Legislation;
 - (b) we reasonably believe you have engaged in a Prohibited Activity or breach of these Account T&Cs;
 - (c) we reasonably consider it necessary to comply with a law or Government Agency requirement or to protect our legitimate interests or those of other Members; or
 - (d) in the case of suspension only, we are investigating whether you have engaged in a Prohibited Activity or breach of these Account T&Cs or whether we might have a right to close your Account.

To the extent permitted by law, we will notify you of any suspension or closure as soon as reasonably practicable and give reasons.

25 Consequences of suspending or closing your Account

- 25.1 Subject to any regulatory requirements including any applicable laws, if your Account is suspended, for as long as it is suspended and depending on the reason for the suspension, we may prevent you from accessing your Account or freeze the funds in your Account. During this suspension period, you may therefore not be able to deposit funds into your suspended Account, withdraw funds from your suspended Account, or place bets using the funds in your suspended Account.
- 25.2 If your Account is closed, subject to any other rights we may have under these Account T&Cs, the Betting Rules and all applicable laws, we will as soon as reasonably practicable following the closure of your Account remit to you:
- (a) your Account Balance as at the date the Account is closed; and
 - (b) winnings resulting from bets placed prior to, and resulting after, the date your Account is closed (if any),
- after deducting any fees or charges allowed under these Account T&Cs.
- 25.3 If we are required to remit to you any funds under clause 25.2, we will transfer those funds to a Designated Bank Account or send you a cheque by mail. If we cannot transfer the money, we will email you or write to you at your last known address in accordance with your Account details. If you do not respond by the date in the notice, the money may be treated as unclaimed money and paid to the relevant authority in accordance with applicable laws.

Part H – Other terms

26 Accessibility and operation of Account Channels

- 26.1 Access to and use of the Account Channels depends on factors that are both within, and outside of, our control. To the extent access to and use of the Account Channels is outside of our control including due to internet disruptions or outages, we do not guarantee continuous or uninterrupted access to or operation of the Account Channels, or any other performance level.
- 26.2 We may, acting reasonably and for legitimate business reasons, limit your access to the Account Channels for various reasons including, scheduled maintenance.
- 26.3 Some Account Channels may contain links to other websites not operated by us. We are not responsible for the content of these websites, and we do not endorse or support any of the goods or services, or the content available on, these websites.
- 26.4 We may make content available to you for download on the Account Channels. We will endeavour to make this content free of viruses or other code that may corrupt or infect your computer or device, but we do not guarantee this. You are solely responsible for implementing virus checking and other procedures to prevent any such corruption or infection.

27 Your Personal Information

- 27.1 You acknowledge and agree that we will collect, use and disclose your Personal Information in accordance with the Tabcorp Group Privacy Policy and applicable law. Our Privacy Policy is available on the TAB Website and TAB App, and can be accessed by calling Customer Support.
- 27.2 You confirm that you can lawfully provide all Personal Information that you provide to us and that it is true and accurate and only relates to you and not another person.
- 27.3 You must ensure that all information associated with your Account, including your name, date of birth, residential address, email address, telephone number and payment details is accurate, complete and kept up to date at all times. You must promptly notify and update us of any changes to your Personal Information and update your Account accordingly.

28 AML/CTF Laws

- 28.1 AML/CTF Laws require us to collect Identification Information about you and to verify your identity before we open your Account and provide services to you.

- 28.2 You must provide us with such Identification Information that we request in order for us to comply with our obligations under AML/CTF Laws.
- 28.3 We may conduct ongoing identity verification checks and request additional information from you to comply with our obligations under the AML/CTF Laws (including, without limitation, documentation evidencing source of funds and source of wealth) and to assess, manage and mitigate against any risks associated with your Account. Without limiting our rights under clause 4.4, if we are unable to do this, we will restrict your Account and you will become a restricted Member (**Restricted Member**). Once you become a Restricted Member, you will be prevented from:
- (a) depositing funds into your Account;
 - (b) withdrawing funds from your Account;
 - (c) offering to place a bet using your Account; or
 - (d) suspending or closing your Account yourself in accordance with clause 24.
- 28.4 We may require you to provide statutory declaration to verify information provided to us or to investigate activity on your Account.
- 28.5 To meet our AML/CTF obligations, we may share your Identification Information and/or Personal Information with third parties, including Australian and foreign law enforcement agencies and other Government Agencies, and to any organisations that assist us to verify your identity (including credit reporting bodies). For further information, please see our Privacy Policy or contact Customer Support.
-

29 State of Residence

- 29.1 As set out in clause 3.2, the TAB Licensee(s) with which you hold an Account with is dependent on the information you provide us about your State of Residence at the time of opening the relevant Account.
- 29.2 If your State of Residence changes after opening any Account:
- (a) you must advise us in accordance with clause 5.2; and
 - (i) if you were and, have ceased to be, a NSW Resident, you may, or we may (and you provide your consent to us to do so),
 - (I) close your Account (or suspend it pending closure if there are unresulted bets); and
 - (II) open a new Account with a TAB Licensee that is not TAB NSW; or
 - (ii) if you were not, and have become, a NSW Resident, you may, or we may (and you provide your consent to us to do so),

- (I) close your Account (or suspend it pending closure if there are unresulted bets); and
- (II) open a new Account with TAB NSW.

29.3 We may at any time require you to verify that:

- (a) the residential information provided at the time you opened your Account accurately reflected your State of Residence at that time; or
- (b) the residential information that is currently provided on your Account, reflects your current State of Residence.

You must provide us (or any third party we engage for this purpose) with such information and/or documents that we request (including at least two independent and reliable sources of residence).

29.4 Without limiting our rights under clause 3.1:

- (a) if you do not provide information requested under clause 29.3 within 14 days of request, we will restrict your Account and you will become a Restricted Member;
- (b) if we determine that you were a NSW Resident when you opened your Account and your Account was opened with a TAB Licensee that is not TAB NSW, we may close your Account (or suspend it pending closure if there are unresulted bets) and, should we elect to do so, open a new Account on your behalf with TAB NSW (and you provide your consent for us to do so);
- (c) if we determine that you were not a NSW Resident when you opened your Account and your Account was opened with TAB NSW, we may close your Account (or suspend it pending closure if there are unresulted bets) and, should we elect to do so, open a new Account on your behalf with a TAB Licensee that is not TAB NSW (and you provide your consent for us to do so); and
- (d) if we determine that your State of Residence has changed, we may take the steps set out in clause 29.2 (if applicable).

29.5 We will provide reasonable notice when we have elected to open a new Account with another TAB Licensee under clauses 29.2, 29.4(b) and 29.4(c). You agree that:

- (a) the new Account will be held with the new TAB Licensee;
- (b) you are bound by these Account T&Cs with the new TAB Licensee in respect of the new Account;
- (c) the applicable Account Jurisdiction, Betting Rules and Legislation in respect of the new TAB Licensee will apply to your new Account;
- (d) as the new Account is effectively a replacement of your existing Account, any consents, permissions and preferences in relation to your Account will be applied to your new Account and the new TAB Licensee, including any Deposit Limits, Spend Limits, any opt-out from

setting a Deposit Limit and consents to receive direct marketing from Tabcorp, including the new TAB Licensee;

- (e) we may transfer any Account Balance to the new Account;
- (f) we may share your Personal Information, preferences, Account Data and Identification Information with the new TAB Licensee so it can open and operate the new Account and meet its obligations under all relevant laws; and
- (g) you must do anything else we reasonably ask to help us open and operate that new Account.

29.6 You acknowledge and agree that we may collect, use and disclose your personal information to the extent reasonably necessary to verify your State of Residence. We may engage third party service providers to assist with this process. Those service providers may collect verification information directly from you on our behalf and may provide that information to us for the purpose of verifying your State of Residence. For further information, please see our Privacy Policy or contact Customer Support.

30 Intellectual Property Rights

30.1 We, one of our Related Bodies Corporate or our third party licensors own all rights in:

- (a) the TAB Website and TAB App, including any updates, enhancements and new features to each of them;
- (b) the “TAB”, “Tabcorp” and “SKY” trade marks and logos; and
- (c) the content that we make available on the TAB Website and TAB App, excluding the content that you or other Members post or share using the “Bets Friends” feature,

including all Intellectual Property Rights in or relating to each of these. Nothing in these Account T&Cs transfers or assigns to you any rights in any of these.

30.2 To the extent there are any Intellectual Property Rights in any of the content you post or share using the “Bets Friends” feature, as between us and you, you own all rights in such content, including all Intellectual Property Rights.

30.3 We grant you a limited, personal, non-exclusive, non-transferable and revocable licence to use TAB Website and TAB App, and to view any trade marks, logos and content that we make available on the TAB Website and TAB App in accordance with these Account T&Cs and all applicable laws.

30.4 You grant to us a worldwide, non-exclusive, transferable, sub-licensable, irrevocable and royalty-free licence to use any content that you post or share using the “Bets Friends” feature.

31 Liability

- 31.1 To the maximum extent permitted by law, we exclude all representations and warranties (whether express or implied) relating to the services we provide you under these Account T&Cs, Promo T&Cs, Vision T&Cs and Cash Out T&Cs.
- 31.2 However, nothing in these Account T&Cs affects your rights under the Australian Consumer Law or any other applicable Australian law that cannot be excluded, restricted or modified by agreement.
- 31.3 Nothing in these Account T&Cs excludes or limits our liability:
- (a) Subject to clause 4.4 and 7.1, to pay you any winnings or other amounts you are entitled to under these Account T&Cs;
 - (b) for death or personal injury caused by our negligence; or
 - (c) for fraud or fraudulent misrepresentation.
- 31.4 Subject to clause 31.3, we are not liable to you for Consequential Loss.
- 31.5 Subject to clause 31.3 and to the maximum extent permitted by law, our total aggregate liability to you arising out of or in connection with these Account T&Cs, the Promo T&Cs and the Vision T&Cs is limited to:
- (a) where the liability relates to a bet that you placed, the staked amount for that bet; and
 - (b) \$5,000 in respect of any other liability.

32 Variation

- 32.1 We may vary any term of these Account T&Cs in the following manner:
- (a) if we reasonably consider that any change to these Account T&Cs is likely to benefit you, or be of no or immaterial detriment to you, we may make the change immediately and without notice to you;
 - (b) for any other change, we will provide you at least 14 days prior written notice. We may provide you with less notice if the circumstances warrant a shorter notice period, including if a change is required to comply with the requirements of any laws or a Government Agency; and
 - (c) if you continue to use your Account from the date specified in the notice, you will be bound by the updated Account T&Cs.
- 32.2 If you do not agree to the change(s), you may close your Account by logging into your Account on the TAB App or TAB Website, by contacting Customer Support.

33 Notices

- 33.1 If we are required to give you notice under these Account T&Cs, we will provide you the information in English and in writing by:
- (a) giving you the information in person;
 - (b) giving you the information by mail, email or any other form of written communication using the contact details you provided to us; or
 - (c) making the information available on the TAB Website or TAB App.
- 33.2 If we give you notice:
- (a) in person, it is taken to be received by you at the time we give it;
 - (b) by mail, it is taken to be received by you on the day after we post it;
 - (c) by email, it is taken to be received by you when we send the email;
 - (d) by SMS, it is taken to be received by you when we send the SMS; or
 - (e) by making information available on the TAB Website or TAB App, it is taken to be received by you at the time the information is made available on the TAB Website or TAB App (whether or not you have accessed, or can access, the TAB Website or TAB App at the relevant time).
- 33.3 Where any law requires or permits us to give information to you, we may give you that information by electronic communication.
- 33.4 Where you are required or permitted to give us a notice under the Account T&Cs, you may do so:
- (a) by calling Customer Support; or
 - (b) by lodging an enquiry on the Help Centre:
https://help.tab.com.au/troubleshooting-support/contacting-customer-service#Email_us_button.

34 Set-off

- 34.1 We may set off, deduct or apply any amount standing to the credit of your Account, or any other account that you hold with a TAB Licensee or a Related Body Corporate of a TAB Licensee, against any amount that you owe to us, another TAB Licensee or a Related Body Corporate of a TAB Licensee.
- 34.2 Without limiting clause 34.1, our rights to set-off may include amounts arising from:
- (a) an adjustment to your Account under clause 13;

- (b) a chargeback, reversal or cancellation of a deposit;
 - (c) any fee, charge or expense payable by you under these Account T&Cs;
 - (d) any debt owed by you to us or another TAB Licensee;
 - (e) any amount that is recoverable by us as a consequence of a breach of these Account T&Cs, the Betting Rules or applicable law; and
 - (f) any amount that is payable by you as a result of an error, mistaken credit, voided bet, prohibited activity or fraud.
- 34.3 Before exercising a right of set-off under this clause, we will take reasonable steps to notify you where it would be lawful to do so.
-

35 General

- 35.1 These Account T&Cs are governed by the laws in force in the Account Jurisdiction and you submit to the non-exclusive jurisdiction of the courts in the Account Jurisdiction.
- 35.2 You provide us with your consent to assign or novate our rights and obligations under these Account T&Cs to a third party or Related Body Corporate by providing you with no less than 14 days prior notice of such assignment or novation.
- 35.3 You may not assign or novate your rights or obligations under these Account T&Cs to a third party without our prior written consent.
- 35.4 Any failure or delay by you or us to enforce any of your or our respective rights under these Account T&Cs does not constitute a waiver of those rights.

Part I - Definitions and interpretation

36 Definitions

In these Account T&Cs, unless the context requires otherwise:

Account has the meaning given in clause 3.6.

Account Activity means any of depositing or withdrawing money into or from your Account, placing a bet, or having any winnings paid or refunds transmitted into your Account, or logging into your Account.

Account Balance means the amount of money standing in credit in your Account.

Account Channel means the channels that we make available to you to use your Account, including our retail outlets, TAB Website, TAB App, TAB telephone services, and any other channels we make available from time to time.

Account Data means the transactional data relating to your Account, including win/loss history, turnover history, bet type selection and responsible gambling activity.

Account Details means your Account username and password, and your PIN and biometric information used to log in to your account (if applicable).

Account Jurisdiction means, if your Account is with:

- (a) TAB ACT, the Australian Capital Territory;
- (b) TAB NSW, New South Wales;
- (c) TAB VIC, Victoria;
- (d) UBET NT, the Northern Territory;
- (e) UBET QLD, Queensland;
- (f) UBET SA, South Australia; and
- (g) UBET TAS, Tasmania.

Account T&Cs means these terms and conditions.

AML/CTF Laws means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the *Anti-Money Laundering and Counter-Terrorism Financing Rules 2025* (Cth).

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Arbitrage means a betting strategy designed to exploit discrepancies in odds, or wagering on all possible outcomes of an event to secure a guaranteed profit.

Bet Proceeds means the total amount payable by us to you in relation to the Eligible Bet under the relevant Betting Rules.

Betting Rules means the betting rules that govern the placing of bets with us, and which can be found on the TAB Website, and includes relevant international betting rules where applicable.

Bonus Bet means a token that grants a conditional contractual right to an unfunded bet.

Cash Out has the meaning given in clause 16.1.

Consequential Loss means any loss that cannot reasonably be considered to arise naturally from the breach or event giving rise to the loss.

COPL means COPL Pty Limited (ACN 604 570 023).

Customer Support means our customer support team that can be contacted at 131 802 or Locked Bag 7000, Granville, 2142, NSW.

Deposit Limit has the meaning given in clause 21.1.

Designated Bank Account has the meaning given in clause 12.1.

Eligible Bet means any eligible fixed odds or Quaddie bet placed with us in accordance with the applicable Betting Rules where the bet has Cash Out functionality enabled at the time a Cash Out offer is requested.

Excluded Customer means a Member:

- (a) who has notified us that they have difficulties managing their gambling behaviour;
- (b) who has self-excluded, including having registered with BetStop (the National Self-Exclusion Register);
- (c) who we have determined is an individual that has difficulties managing their gambling behaviour; or
- (d) designated as such by us, acting reasonably and for legitimate business reasons.

Excluded Patron means a person prohibited by Tabcorp from utilising Tab facilities located in any TAB Venue.

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute.

Identification Information includes (without limitation) your full name, date of birth and address.

Inactive Account has the meaning given in clause 23.2.

Inactive Notice has the meaning given in clause 23.1.

Intellectual Property Rights all intellectual and industrial property rights throughout the world, whether registered or unregistered, including:

- (a) trade marks, designs, patents, inventions, semiconductor, circuit and other eligible layouts, copyright and analogous rights, rights in databases, source code, object code and other rights in software, confidential information, trade secrets, processes, concepts, know how, domain name rights and all other intellectual property rights as defined in Article 2 of the convention establishing the *World Intellectual Property Organisation* of 14 July 1967 as amended from time to time; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) above.

Legislation means, if your Account is with:

- (a) TAB ACT, the Gambling and Racing Control Act 1999 (ACT) and the Totalisator Act 2014 (ACT);
- (b) TAB NSW, the Betting and Racing Act 1998 (NSW), the Totalizator Act 1997 (NSW), and the Unlawful Gambling Act 1998 (NSW);
- (c) TAB VIC, the Gambling Regulation Act 2003 (Vic);
- (d) UBET NT, the Totalisator Licensing and Regulation Act 2000 (NT) and the Racing and Wagering Act 2024 (NT);
- (e) UBET QLD, the Wagering Act 1998 (Qld);
- (f) UBET SA, the Authorised Betting Operations Act 2000 (SA); or
- (g) UBET TAS, the Gaming Control Act 1993 (Tas),

and all ordinances, by-laws, regulations or other statutory documents issued under each of the documents set out above.

Loss means all loss, damage, liability, cost or expense.

Manifest Error means an error made by the TAB Licensee, COPL or by a duly authorised employee or agent of the TAB Licensee in the provision of gambling services as contemplated by the relevant Betting Rules, which is (at the discretion of the TAB Licensee acting reasonably) manifest or obvious or that the Member was or should reasonably have been aware of when the bet was placed, including (but not limited to):

- (a) an error where the TAB Licensee displays an incorrect:
 - (i) price of a contingency, where the price is materially greater than a price historically offer on the same or similar market by the TAB Licensee, any other TAB Licensee, and/or other Australian operators; or
 - (ii) term or description of an event, contingency, participant, market or betting option, where the term or description is inconsistent with other terms and/or descriptions on the same or similar markets, for

example where one or more of the following is incorrect: the count, line, spread, handicap or total; the play or team provided; and/or the participant involved;

- (b) an error where the TAB Licensee accepts bet on a market for an event or contingency:
 - (i) which should have been wholly or partly suspended or closed (for any reason); or
 - (ii) where the event or contingency offered is incorrect or inaccurate (for any reason) (for example, a Manchester City vs Liverpool match is described as a Manchester United vs Liverpool); or
 - (iii) where duplicated markets are offered; or
 - (iv) in the context of a multiple sports bet where the result of one leg of the multi bet will obviously or manifestly increase the likelihood that another leg in the same game multi will win; or
- (c) a genuine error made by the TAB Licensee in relation to an event, contingency, market, price, payout or when accepting a bet; or
- (d) in respect of COPL, any obvious or material pricing, calculation, trading, settlement, technology, systems, data feed, human, administrative or communication error which results in a Cash Out amount that does not reflect the amount we or COPL intended to offer.

Member means a person that has an Account.

NSW Resident means a person whose State of Residence is in NSW.

Our Action means the acts described in the table under the column “Our Action” in Schedule 1.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth) and includes a name, address, phone number or email address.

Prohibited Action means the acts or omissions described in the table under the column “Prohibited Activity” in Schedule 1.

Promo means a promotion or competition run by us (or one of our Related Bodies Corporate) from time to time in accordance with the Promo T&Cs.

Promo T&Cs means the terms and conditions that govern our Promos, which can be found on the TAB Website.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Restricted Member has the meaning given in clause 28.3.

Spend Limit has the meaning given in clause 21.2.

State of Residence means the State or Territory of Australia in which you reside, as evidenced by such official, government-issued or other formal documents as we may require.

System Deposits has the meaning given to it in clause 10.1.

TAB Agency means a physical premises that is not a pub or a club where TAB facilities are made available.

TAB App means Tabcorp's iPhone App, iPad App, Android App and other Tabcorp wagering and/or promotional mobile applications available from time to time.

TAB Licensees means each of the following entities:

- (a) Tabcorp ACT Pty Ltd (ABN 19 167 957 002) (**TAB ACT**);
- (b) TAB Limited (ABN 17 081 765 308) (**TAB NSW**);
- (c) Tabcorp VIC Pty Ltd (ACN 668 057 056) (**TAB VIC**);
- (d) UBET NT Pty Ltd (ACN 092 655 831) (**UBET NT**);
- (e) UBET QLD Limited (ACN 085 691 738) (**UBET QLD**);
- (f) UBET SA Pty Ltd (ACN 097 719 107) (**UBET SA**);
- (g) UBET TAS Pty Ltd (ACN 095 972 106) (**UBET TAS**),

and **TAB Licensee** is a reference to one of them.

TAB Venue means a TAB Agency, a TAB facility in a pub or club, or a TAB facility on-course at a racetrack.

TAB Website means Tabcorp's website which is available at tab.com.au.

Take a Break means Tabcorp's 'Take a Break' tool which enables you to suspend your Account for a defined period of time.

Third Party Facility has the meaning given to it in clause 10.1;

Upfront Payment means the upfront payment from COPL to you in consideration for you agreeing to share the Bet Proceeds with COPL.

Vision T&Cs means the terms and conditions that govern how we make certain sports and racing vision available to you in the TAB App, which can be found on the TAB Website.

37 Interpretation

37.1 In these Account T&Cs:

- (a) headings are for convenience only and do not affect the interpretation of these Account T&Cs;

- (b) words importing the singular include the plural and vice versa;
- (c) specifying anything after the words 'include' or 'for example' or similar expression does not limit what else is included;
- (d) words of any gender include all genders;
- (e) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;
- (f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (g) unless stated otherwise, a reference to a clause, a paragraph or party, is a reference to a clause, a paragraph of or party to these Account T&Cs;
- (h) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (i) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (j) a reference to a party to a document includes that party's successors and permitted assignees; and
- (k) a reference to \$ or dollars is a reference to Australian currency.

Schedule 1 – Prohibited Activities and Our Actions

Prohibited Activity	Our Action
If you become bankrupt.	We may suspend or close your Account.
Providing us with inaccurate, misleading or incomplete information, including your Personal Information, Identification Information and payment details, and failure to respond to requests for further or updated information and/or documents. This includes you failing to provide us with updated information and may be identified by us if we receive a “charge back”, “denial”, “reversal” or “return” notification via a deposit mechanism used on your Account.	We may: (1) request information and/or documents from you, including to verify your identity and the source of your money or wealth used to fund your Account activity; (2) designate you an Excluded Patron; (3) designate you an Excluded Customer; (4) suspend or close your Account; (5) cancel or void any bet that you placed after you provide us with the inaccurate, misleading or incomplete information and/or documents; (6) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (4) above; and/or (7) report the matter to Government Agencies.
The following activity in relation to State of Residence: (1) providing us with inaccurate, misleading or incomplete information when you opened an Account which resulted in your State of Residence being incorrectly determined at the time you opened the Account; (2) failing to update your residential information on your Account to accurately reflect your State of Residence; or (3) failing to respond to requests for further information and/or documents to confirm or verify your actual State of Residence at the time of opening your Account or at the time of the request.	We may: (1) request information and/or documents from you to verify your actual State of Residence, including in accordance with clause 29; (2) designate you an Excluded Patron; (3) designate you an Excluded Customer; (4) suspend or close your Account; (5) open an Account on your behalf with another TAB Licensee in accordance with clause 29; (6) cancel or void any bet that you placed after you provide us with the inaccurate, misleading or incomplete information and/or documents; (7) cancel or void any bet that you placed after you changed your State of Residence; (8) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (5) and (6) above; and/or (9) report the matter to Government Agencies.
Using your Account: (1) for any purpose other than those listed in clause 4.2; (2) for any unlawful purposes; or	We may: (1) request information and/or documents from you, including to verify your identity and the source of your money or wealth used to fund your Account activity; (2) designate you an Excluded Patron;

Prohibited Activity	Our Action
(3) in an unlawful manner, including depositing funds into your Account that you do not lawfully own or that originate from illegal activities.	(3) designate you an Excluded Customer; (4) suspend or close your Account; (5) cancel or void any bet that you placed while you are using your Account for an improper or unlawful purpose, or in an unlawful manner; (6) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (4) above; and/or (7) report the matter to Government Agencies.
Using your Account while you are physically located in a place other than Australia.	We may: (1) suspend or close your Account; (2) cancel or void any bet that you placed while you are using your Account while you are physically located in a place other than Australia; (3) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (2) above; and/or (4) report the matter to Government Agencies
Using your Account for any reason other than your own personal and recreational gambling purposes. This includes: (1) depositing funds into your Account without intending to place any bets; (2) using your Account for or on behalf of another person or for their or a third party's benefit; (3) using your Account with other persons' Accounts to obtain a benefit or advantage; (4) using your Account with the assistance of a third party or third party assistance programs or software; and (5) using your Account for commercial purposes.	We may: (1) request information and/or documents from you, including to verify your identity and the source of your money or wealth used to fund your Account activity; and/or (2) suspend or close your Account.
Allowing someone else to use or access your Account.	We may: (1) suspend or close your Account; (2) cancel or void any bet that you placed after someone else uses or accesses your Account; (3) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (2) above; and/or (4) report the matter to Government Agencies.
Depositing money into your Account from a bank account issued in the name of a third party.	We may: (1) suspend or close your Account; (2) retain the relevant deposits; and/or

Prohibited Activity	Our Action
	(3) report the matter to Government Agencies.
Opening or using more than one Account with the same TAB Licensee.	We may: (1) suspend or close your Account; and/or (2) report the matter to Government Agencies.
Acquiring a betting account from, or selling your Account to, a third party.	We may suspend or close your Account.
Using your Account unfairly. This includes: (1) engaging in Arbitrage; (2) placing a bet on an event when you already know the outcome, or when you have information relating to the event that is not publicly known; (3) exploiting any fault, loophole or error in the Account Channels or related software; or (4) exploiting, manipulating or otherwise misusing Promos, or breaching Promo T&Cs.	We may: (1) suspend or close your Account; (2) cancel or void any bet that you placed after you unfairly use your Account; and/or (3) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (2) above.
Using your Account while you are intoxicated, under the influence of drugs, or suffering from a mental impairment.	We may suspend or close your Account.
Using your Account, including by placing bets, in contravention of your employment contract, or rules from a sports governing body or a professional organisation that you belong to.	We may: (1) suspend or close your Account; (2) cancel or void any bet that you placed in contravention of your employment contract or the relevant rules; (3) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (2) above; and/or (4) report the matter to Government Agencies.
Acting in an unreasonable or offensive manner towards us, our employees or our agents, including: (1) using offensive language; (2) behaving aggressively; (3) making overt racial, sexual or harassing remarks; (4) making threatening or intimidating remarks; or (5) engaging in other similar anti-social behaviour.	We may: (1) suspend or close your Account; and/or (2) report the matter to Government Agencies, including providing any taped recordings.
Using your Account: (1) to use any material or data accessible from your Account or the TAB App for text or data mining purposes, or for developing or training AI systems; (2) to republish or create derivative works of wagering data published or made available on Account Channels without our written consent;	We may suspend or close your Account.

Prohibited Activity	Our Action
(3) with other software or technology to copy, scrape, extract or monitor information accessible from your Account or the TAB App, or to bypass security measures; or (4) with a VPN or a similar tool to hide your location.	
Interfering, interrupting or manipulating the operation of the Account Channels. This includes using your Account in a way that disrupts or damages the Account Channels.	We may suspend or close your Account.
Using your Account in contravention of applicable Betting Rules.	We may suspend or close your Account (in addition to any other rights we have under the applicable Betting Rules).
Using the “Check and Collect” or “Cash out” features in contravention of clauses 15 or Cash Out T&Cs (as applicable).	We may: (1) suspend or permanently restrict you from using the “Check and Collect” or “Cash out” features (as applicable); or (2) suspend or close your Account.
Using the “Bets Friends” feature in contravention of clause 17.	We may: (1) delete any content that you posted using the “Bets Friends” feature that contravenes clause 17; (2) suspend or permanently restrict you from using the “Bets Friends” feature; or (3) suspend or close your Account.
Acting in any manner, including by using your Account, that does not comply with applicable laws, or that requires us to take an action to comply with laws applicable to us.	(1) We may: (2) request information and/or documents from you, including to verify your identity and the source of your money or wealth used to fund your Account activity; (3) designate you an Excluded Patron; (4) designate you an Excluded Customer; (5) suspend or close your Account; (6) cancel or void any bet that you placed while you are using your Account for an improper or unlawful purpose, or in an unlawful manner; (7) retain or recover from you your original stake, and any winnings, from a cancelled or voided bet in accordance with (4) above; and/or (8) report the matter to Government Agencies.

Promo T&Cs

1. Overview

- (a) These Promo T&Cs govern how we make Promos available to you as a Member.
- (b) These Promo T&Cs should be read with the Account T&Cs. The Account T&Cs can be found on the TAB Website or TAB App.
- (c) These Promo T&Cs are between you and the TAB Licensee that you opened your Account with. References in these Promo T&Cs to 'We', 'Our', or 'Us' is a reference to the TAB Licensee you opened your Account with. If you have an Account with 2 or more TAB Licensees, a Promo Benefit provided by one TAB Licensee can only be used with that TAB Licensee and not with any other TAB Licensees.
- (d) By participating in a Promo, you agree to these Promo T&Cs.
- (e) Promos may also be subject to additional terms and conditions (**Specific Promo T&Cs**). If there is any inconsistency between these Promo T&Cs and any Specific Promo T&Cs, the Specific Promo T&Cs will apply.
- (f) Capitalised terms that are not defined in these Promo T&Cs have the meaning given to those terms in the Account T&Cs.
- (g) The interpretation provisions in clause 36 of the Account T&Cs apply to these Promo T&Cs.

2. Eligibility

- (a) We will decide whether to make Promos available on certain markets. If we decide to make Promos available, we will then decide whether to make Promos available to you, and if so whether to apply any restrictions or limitations.
- (b) Without limiting clause 2(a), in order for us to consider you eligible to receive a Promo, you must:
 - (i) be a Member;
 - (ii) is not an Excluded Customer;
 - (iii) in our view, be gambling on a recreational basis;

- (iv) not be a Member that is ineligible to participate in certain forms of gambling due to their direct or indirect involvement in the underlying activity, including being a participant in a race or sport;
 - (v) not have previously received a Promo Benefit for the relevant Promo (unless, at our discretion, we decide to provide the Promo Benefit to you again);
 - (vi) be permitted under applicable laws, including the Legislation, to participate in the Promo; and
 - (vii) has satisfied the applicable Promo terms and conditions.
 - (c) If we make a Promo available to you or allocate you a Promo Benefit, and then determine that you do not satisfy any relevant eligibility criteria (including those in clause 2(b)), we may exclude you from the Promo, refuse to award you the Promo Benefit, or remove or cancel the Promo Benefit that we awarded you.
 - (d) If in accordance with clause 2(c) we make a decision to exclude you from participation in one or more Promos, refuse to award you one or more Promo Benefits, or remove one or more Promo Benefits from you, we will advise you in writing (**Promo Decision Review**).
 - (e) We have absolute discretion in our Promo Decision Review. We will use our reasonable efforts to provide you with a written response within 21 days of receipt of your Promo Decision Review request. Following the Promo Decision Review, our decision is final.
-

3. Receiving Promos and Promo Benefits

- (a) If we decide to make a Promo available to you, you may need to take certain steps or meet certain requirements to obtain the Promo Benefit, including:
 - (i) you placing a required bet, the bet resulting and the result of the bet matching the criteria for the Promo (**Promo Bet**). Unless we notify you otherwise, the Promo Bet must be a single bet and not an each way bet. If we cancel or refund (partially or fully) your Promo Bet, this may prevent you from meeting the relevant requirements for the Promo Bet and as a result we may not allocate you the Promo Benefit;
 - (ii) you entering a Promo Code at the relevant Transaction Point and depositing the required funds (**Deposit Promo**). We will notify you of the relevant Promo Code, and you must not use the Promo Code in conjunction with any other offer, promotion or Promo Benefit; or
 - (iii) you entering into and receiving a prize as part of a Competition (**Competition Prize**).

We may also directly allocate you a Promo Benefit to your Account.

- (b) We may refuse to allocate you a Promo Benefit if we reasonably believe that:

- (i) you have used a Promo in conjunction with any other offer, promotion or Promo Benefit;
 - (ii) you have used a particular Promo under multiple Accounts;
 - (iii) a particular Promo has been used in multiple Accounts that have been accessed from the same location, computer, device or IP address;
 - (iv) a particular Promo has been used in multiple Accounts belonging to the same family or household;
 - (v) a particular Promo has been used in multiple Accounts sharing a common contact detail or identifier including household address, email address, telephone number, debit card number;
 - (vi) you and another Member have acted in collusion by using a particular Promo or using a Promo Benefit; or
 - (vii) you are determined to be ineligible to receive the Promo Benefit under clause 2(b).
- (c) We may cancel or cease making a Promo available to you:
- (i) at any time prior to you placing an eligible Bet for the Promo.
- (d) Unless we refuse to allocate you a Promo Benefit in accordance with clause 3(b), once you have taken the necessary steps or met the requirements to obtain a Promo Benefit, we will allocate you the Promo Benefit to your Account. We will endeavour to allocate the applicable Promo Benefit to your Account within 2 business days of you becoming entitled to the Promo Benefit.
- (e) The value of a Promo Benefit will be a whole dollar amount. If a Promo Benefit results in a non-whole dollar amount, the amount will be rounded down to the next whole dollar.
- (f) If the amount of a Promo Benefit is dependent on the stake of, or winnings from, a Promo Bet, this means the stake of, or winnings from, the particular Promo Bet after any refund or cancellation (if any) has been applied and taking into account the rounding principles in clause 3(e).
-

4. Using Promo Benefits

- (a) Once we allocate you a Promo Benefit, you may only use the Promo Benefit in accordance with these Promo T&Cs and any applicable Specific Promo T&Cs.
 - (b) You must not forward the Promo Benefit to any other person.
-

5. Bonus Bets

General

- (a) One type of Promo Benefit that we may make available to you is a Bonus Bet.
- (b) A Bonus Bet will allow you to place a bet of value equal to the Bonus Bet Stake.
- (c) A Bonus Bet must be placed in Activated Channels and prior to the Bonus Bet Expiry Date.
- (d) We may limit or restrict how you can use Bonus Bets by only allowing you to use it on certain types of bets. Schedule 1 of these Promo T&Cs sets out the default offer and bet types for which Bonus Bets can be used if no further criteria are specified in any Specific Promo T&Cs.
- (e) You may not redeem Bonus Bets for cash or use a Bonus Bet used in conjunction with any other Promo or Promo Benefit.

Expiry Date

- (f) The **Bonus Bet Expiry Date** is the earlier of:
 - (i) the date specified in the Specific Promo T&Cs, or if no date is specified, 7 days after you receive the Bonus Bet;
 - (ii) the date your Account is closed or cancelled; and
 - (iii) any other date reasonably notified by us.
- (g) If a Bonus Bet is not used by the Bonus Bet Expiry Date, it will automatically expire, be moved to your Expired Token List, and we will have no further obligations in relation to the expired Bonus Bet.

Splitting Bonus Bets

- (h) You may split a Bonus Bet (the initial Bonus Bet) into a maximum of 5 separate Bonus Bets (the resulting Bonus Bets), provided that:
 - (i) the initial Bonus Bet is at least \$2.00 in value;
 - (ii) the initial Bonus Bet is divided into two, three, four or five equal resulting Bonus Bets;
 - (iii) each resulting Bonus Bet is a multiple of \$0.50; and
 - (iv) the smallest value for a resulting Bonus Bet is \$1 (i.e. \$2 Bonus Bet split into two \$1 Bonus Bets).

For example, a \$120 initial Bonus Bet may be split into five \$24 Bonus Bets, four \$30 Bonus Bets, three \$40 Bonus Bets or two \$60 Bonus Bets.

- (i) If you split a Bonus Bet, the resulting Bonus Bets will have the same Bonus Bet Expiry Date as the initial Bonus Bet.

Using Bonus Bets to purchase Products

- (j) To use a Bonus Bet, you must select a Bonus Bet from your Available Token List as a method of payment when you place a bet using Bet Builder in an Activated

Channel. When you attempt to select a Bonus Bet in Bet Builder, all of your Bonus Bets will not be displayed. The only Bonus Bets that will be displayed will be those that can be used for the type of bet that you are attempting to purchase, and for the form of Activated Channel that you are using.

- (k) Once you select an applicable Bonus Bet within the Bet Builder, you must confirm and submit the bet. We will then:
 - (i) exchange the relevant Bonus Bet for funds to the value of the Bonus Bet Stake, and credit your Account with funds to the value of the Bonus Bet Stake;
 - (ii) if your offer to place a bet is accepted (in accordance with the Account T&Cs), the bet will be placed using the funds credited to your Account by us under clause 5(k)(i); and
 - (iii) the Bonus Bet will be moved to your Used Token List.
- (l) If we reject or otherwise do not accept your offer to place a bet using a Bonus Bet:
 - (i) the Bonus Bet will be reinstated on your Available Token List; and
 - (ii) we will adjust your Account Balance to return to us the funds we provided you in accordance with clause 5(k).
- (m) If we cancel a Bonus Bet, we will adjust your Account Balance to return to us the funds we provided you in accordance with clause 5(k).

Dividends, Payouts and Refunds

- (n) If you place a bet using a Bonus Bet, and the result of that bet is a:
 - (i) losing bet (being a result that is not a winning or refunded bet), you will not receive anything and you will have no obligation to pay the Stake Return.
 - (ii) winning or refunded bet:
 - (iii) we will pay you the relevant dividend, payout or refund (as applicable) to your Account in accordance with the applicable Betting Rules; and
 - (iv) you must repay to us the Stake Return. To fulfil this obligation, we will adjust your Account Balance by debiting an amount equal to the Stake Balance from your Account.

Stake Return

- (o) The **Stake Return** is an amount equal to:
 - (i) the Bonus Bet Stake, if the value of the relevant winning dividend, payout or refund (as applicable) is equal to or greater than the Bonus Bet Stake; or
 - (ii) the value of the relevant dividend, payout or refund (as applicable), if the value of the relevant dividend, payout or refund (as applicable) is less than the Bonus Bet Stake.

- (p) If clause 5(o)(ii) applies, you will have no further obligation to us in respect of the Bonus Bet Stake, despite the Stake Return being less than the Bonus Bet Stake.
-

6. Cash Back

- (a) One type of Promo Benefit that we may make available to you is a Cash Back.
 - (b) A Cash Back will allow you to use funds that you receive from the Cash Back at your discretion, unless we limit or restrict how you may use these funds in the Specific Promo T&Cs.
-

7. Multiplier

General

- (a) One type of Promo Benefit that we may make available to you is Multiplier.
- (b) **Multiplier** is an enhanced odds feature that allows you to multiply the return of your bet by a rate. The Multiplier rate is subject to various factors and determined by us in our discretion. The Multiplier rate will range between 1.02x and 5x.
- (c) Multiplier must be used in Activated Channels and prior to the Multiplier Expiry Date.
- (d) We may limit or restrict how you can use Multiplier. As at the date of these Promo T&Cs:
 - (i) you may only apply Multiplier to:
 - (A) one bet per day;
 - (B) one bet per event (except that you may apply Multiplier on certain bet types that contain more than one selection per event, such as Trifectas and Bundle Bets); and
 - (C) only use Multiplier on certain types of bets. Schedule 2 of these Promo T&Cs sets out the default offer and bet types for which Multiplier can be used if no further criteria are specified in any Specific Promo T&Cs; and
 - (ii) you may not apply Multiplier to:
 - (A) bets that have an original stake of \$500 or more;
 - (B) fix odds bets that have odds of \$1.49 or less;
 - (C) fixed odds bets with a maximum payout (including the original stake) on the underlying bet of \$50,000 or more; or
 - (D) pari-mutuel bets with a maximum payout (including the original stake) of \$200,000 or more.

- (e) You may not use Multiplier with any other Promo or Promo Benefit.
- (f) You may not use Multiplier with the Cash Out feature. If you use Multiplier on a bet, we will disable the Cash Out feature on that bet and you will not be able to Cash Out that bet (partially or fully). See the Account T&Cs for more information on Cash Out.

Expiry of Multiplier

- (g) The **Multiplier Expiry Date** is the end of the same day we offer you Multiplier.
- (h) If Multiplier is not used by the Multiplier Expiry Date, it will automatically expire and forfeited by you. Multipliers will not accrue and you will not receive credit or compensation for unused Multipliers.

Using Multiplier

- (i) To use Multiplier, you must select Multiplier when you place a bet using Bet Builder in an Activated Channel.
- (j) Once you select Multiplier within the Bet Builder, you must confirm and submit the bet.
- (k) If you use Multiplier on a bet and that bet is subsequently cancelled, voided or refunded for any reason, the Multiplier applied to that bet is forfeited and cannot be reapplied to another bet.

8. Pump

General

- (a) One type of Promo Benefit that we may make available to you is Pump.
- (b) **Pump** is an enhanced odds feature that allows you to apply a percentage increase to the offered odds on a Win bet or the Win component of a bet (for example, +5%). The Pump percentage increase is subject to various factors and determined by us in our discretion.
- (c) Pump offers have individual maximum stake and maximum payout limits shown on the offer. If your stake or potential payout exceeds the limit, the Pump button becomes unavailable with an explanatory message. You can reduce your stake to re-enable it.
- (d) Pump must be used in Activated Channels and prior to the Pump Expiry Date.
- (e) You may not use Pump with any other Promo or Promo Benefit.
- (f) You may use Pump the number of times set out in the offer. Some offers are single-use, while others allow multiple uses prior to the Pump Expiry Date.
- (g) Pump does not change how deductions work. For Fixed Odds bets, if a runner is scratched after you place your bet, normal Fixed Odds deductions apply in the usual way.

Expiry of Pump

- (h) The **Pump Expiry Date** is the date shown on the card.

Using Pump

- (i) To use Pump, you must:
- (i) from the bet slip oin an Activated Channel, add your bet as normal, then tap the "Pump" button in the promotions bar. Your odds will then be boosted; or
 - (ii) from a Featured Offer card, tap the odds button on the offer card, and the bet is added to your slip with the pump offer pre-attached.
-

9. General

- (a) We may vary these Promo T&Cs by following the process to vary the Account T&Cs. This process is set out in the Account T&Cs.
 - (b) Any notices that we are required to provide you under these Promo T&Cs will be given in the same manner as notices are given under the Account T&Cs.
 - (c) These Promo T&Cs are governed by the laws in force in the Account Jurisdiction and you submit to the non-exclusive jurisdiction of the courts in the Account Jurisdiction.
 - (d) We may assign or novate our rights and obligations under these Promo T&Cs to a third party or Related Body Corporate without your consent and by providing you with no less than 30 days prior notice of such assignment or novation.
 - (e) You may not assign or novate your rights or obligations under these Promo T&Cs to a third party without our prior written consent.
 - (f) Any failure or delay by you or us to enforce any of your or our respective rights under these Promo T&Cs does not constitute a waiver of those rights.
-

10. Definitions

In these Promo T&Cs, unless the context requires otherwise:

Activated Channel means a channel which has been set up to allow betting through the use of Bonus Bets and the use of Multiplier (which as at the date of these Promo T&Cs comprises TAB Website and the TAB App).

Available Token List means the list on your Account which lists the Bonus Bets available to you.

Bet Builder means the mechanism used to build and submit one or more bets applicable to the channel being used to submit the bet.

Bonus Bet means a Promo Benefit that is a token that grants the recipient a conditional contractual right that allows the recipient to place a bet of value equal to the Bonus Bet Stake;

Bonus Bet Expiry Date has the meaning given in clause 5(f).

Bonus Bet Stake means the face value of the relevant Bonus Bet, where the face value is quoted on a GST inclusive basis.

Cash Back means the relevant Promo Benefit that is credited to your Account with funds to the value of the Promo Benefit in accordance with the terms of the Promo.

Competition means a competition (including, but not limited to, a raffle, trade promotion, tipping competition or calcutta) conducted by us (or one of our Related Bodies Corporate) in accordance with any Specific Promo T&Cs.

Competition Prize has the meaning given in clause 3(a)(iii).

Deposit Promo has the meaning given in clause 3(a)(ii).

Expired Token List means the list on your Account which lists your expired Bonus Bets.

Multiplier has the meaning given in clause 7(b).

Multiplier Expiry Date has the meaning given in clause 7(g).

Promo means a promotion or Competition run by us (or one of our Related Bodies Corporate) which may involve us giving Promo Benefits to participants in the promotion or Competition.

Promo Benefit means a benefit received by a participant in a Promo and includes Competition Prizes, Bonus Bets and Cash Back.

Promo Bet has the meaning given in clause 3(a)(i).

Promo Code means the code specified by us which is required by a participant in a Promo to receive a Promo Benefit, such as selecting a 'token' to be used prior to placing the relevant bet.

Promo Decision Review has the meaning given in clause 2(d).

Runner means a runner that starts the relevant race, it does not include non-starters.

Same Event Multi has the meaning given in the Betting Rules.

Specific Promo T&Cs means any additional terms and conditions that apply to a particular promotion or Competition.

Stake Return has the meaning given in clause 5(o).

Transaction Point means the point or time at which a Promo Code must be entered for you to be eligible for a Promo Benefit, including:

- (a) for a Promo Bet, it would be at the appropriate location for the relevant bet in the Bet Builder; and

- (b) for a Deposit Promo, it would be at the appropriate location for the relevant deposit on the deposit screen.

Used Token List means the list on your Account which lists the Bonus Bets that you have used to place a bet.

Schedule 1

Bonus Bet Default Bet Types

This schedule sets out the default bet types for which Bonus Bets can and cannot be used if no further criteria are specified in other Specific Promo T&Cs. The availability of Bonus Bets for each bet type varies for each TAB Licensee.

Part 1 - Default bet types for which a Bonus Bet can be used

1.1 TAB NSW

Fixed Odds	Pari-mutuel
Racing Bet Types	Racing Bet Types
Win: Final field	Win - single selection only
Win: Future	Place - single selection only
Place: Final field	Exacta - Flexi only
Place: Future	Quinella - Flexi only
Sports Bet Types	Trifecta - Flexi only
Win	First 4 - Flexi only
Bundle Bet	Odds & Evens - Flexi only
Sports Bet Types	Duet - Flexi only
Win	Running Double - Flexi only
Place	Duet - Flexi only
Multis	Running Double - Flexi only
Sports	Daily Double - Flexi only
Racing	Quaddie - Flexi only
Sports and racing	Big 6 - Flexi only
Super Multis	Trio - Flexi only
Sports - Flexi only*	

Racing - Flexi only*	
Sports and Racing - Flexi only*	

*except for system bets where the number of combinations is equal to 1 (for example betting on 1 x System 4 in a four leg Super Multi)

Limited to Super Multi bets with 5 or less legs

1.2 TAB VIC

Fixed Odds	Pari-mutuel
Racing Bet Types	Racing Bet Types
Win: Final field	Win - single selection only
Win: Future	Place - single selection only
Place: Final field	Exacta - Flexi only
Place: Future	Quinella - Flexi only
Bundle Bet	Trifecta - Flexi only
Sports Bet Types	First 4 - Flexi only
Win	Duet - Flexi only
Accumulator	Running Double - Flexi only
Multis	Daily Double - Flexi only
Sports	Quaddie - Flexi only
Racing	Big 6 - Flexi only
Sports and racing	Trio - Flexi only
Super Multis	
Racing - Flexi only*	
Sports and Racing - Flexi only*	

*except for system bets where the number of combinations is equal to 1 (for example betting on 1 x System 4 in a four leg Super Multi)

Limited to Super Multi bets with 5 or less legs

1.3 TAB ACT

Fixed Odds	Pari-mutuel
Racing Bet Types	Racing Bet Types
Win: Final field	Win - single selection only
Win: Future	Place - single selection only
Place: Final field	Exacta - Flexi only
Place: Future	Quinella - Flexi only
Bundle Bet	Trifecta - Flexi only
Sports Bet Types	First 4 - Flexi only
Win	Duet - Flexi only
Place	Running Double - Flexi only
Multis	Daily Double - Flexi only
Sports	Quaddie - Flexi only
Racing	Big 6 - Flexi only
Sports and racing	Trio - Flexi only
Super Multis	
Sports - Flexi only*	
Racing - Flexi only*	
Sports and Racing - Flexi only*	

*except for system bets where the number of combinations is equal to 1 (for example betting on 1 x System 4 in a four leg Super Multi) Limited to Super Multi bets with 5 or less legs

1.4 UBET QLD

Fixed Odds	Pari-mutuel
Racing Bet Types	Racing Bet Types
Win: Final field	Win - single selection only
Win: Future	Place - single selection only
Place: Final field	Exacta - Flexi only

Place: Future	Quinella - Flexi only
Bundle Bet	Trifecta - Flexi only
Sports Bet Types	First 4 - Flexi only
Win	Duet - Flexi only
Place	Running Double - Flexi only
Multis	Daily Double - Flexi only
Sports	Quaddie - Flexi only
Racing	Big 6 - Flexi only
Sports and racing	Trio - Flexi only
Super Multis	
Sports - Flexi only*	
Racing - Flexi only*	
Sports and Racing - Flexi only*	

1.5 UBET SA

Fixed Odds	Pari-mutuel
Racing Bet Types	Racing Bet Types
Win: Final field	Win - single selection only
Win: Future	Place - single selection only
Place: Final field	Exacta - Flexi only
Place: Future	Quinella - Flexi only
Bundle Bet	Trifecta - Flexi only
Sports Bet Types	First 4 - Flexi only
Win	Duet - Flexi only
Place	Running Double - Flexi only
Multis	Daily Double - Flexi only
Sports	Quaddie - Flexi only

Racing	Big 6 - Flexi only
Sports and racing	Trio - Flexi only
Super Multis	
Sports - Flexi only*	
Racing - Flexi only*	
Sports and Racing - Flexi only*	

1.6 UBET TAS

Fixed Odds	Pari-mutuel
Racing Bet Types	Racing Bet Types
Win: Final field	Win - single selection only
Win: Future	Place - single selection only
Place: Final field	Exacta - Flexi only
Place: Future	Quinella - Flexi only
Bundle Bet	Trifecta - Flexi only
Sports Bet Types	First 4 - Flexi only
Win	Duet - Flexi only
Place	Running Double - Flexi only
Multis	Daily Double - Flexi only
Sports	Quaddie - Flexi only
Racing	Big 6 - Flexi only
Sports and racing	Trio - Flexi only
Super Multis	
Sports - Flexi only*	
Racing - Flexi only*	
Sports and Racing - Flexi only*	

1.7 UBET NT

Fixed Odds	Pari-mutuel
Racing Bet Types	Racing Bet Types
Win: Final field	Win - single selection only
Win: Future	Place - single selection only
Place: Final field	Exacta - Flexi only
Place: Future	Quinella - Flexi only
Bundle Bet	Trifecta - Flexi only
Sports Bet Types	First 4 - Flexi only
Win	Duet - Flexi only
Place	Running Double - Flexi only
Multis	Daily Double - Flexi only
Sports	Quaddie - Flexi only
Racing	Big 6 - Flexi only
Sports and racing	Trio - Flexi only
Super Multis	
Sports - Flexi only*	
Racing - Flexi only*	
Sports and Racing - Flexi only*	

Part 2 - Default bet types for which a Bonus Bet cannot be used

Unless otherwise specified, you will not be able to use a Bonus Bet to place the following bet types:

- Win or Place with multiple selections Each Way (parimutuel and fixed odds) Parlay Formula
- Mystery products, including 3UP NRL Winners
- NRL Score
- AFL Win with multiple selections AFL Doubles
- AFL Winners

- Non-flexi exotic bets Trackside
- Non-Flexi Super Multis, except for system bets where the number of combinations is equal to 1 (for example betting on 1 x System 4 in a four leg Super Multi)
- Combos
- Bets with a "Multiplier" applied
- Live bets
- Multi or Super Multi bets with 6 or more legs. Any other bet type not specified in Part 1.

Schedule 2

This schedule sets out the default bet types for which Multiplier and Pump can and cannot be used if no further criteria are specified in other Specific Promo T&Cs. The availability of Bonus Bets and Pump for each bet type varies for each TAB Licensee.

Eligible bet types

Multiplier may be applied to the following bet types:

- Fixed odds racing multi bets.
- Fixed odds sports multi bets.
- Fixed odds cross sports and racing multi bets.
- Fixed odds Same Event multi bets.
- Pari-mutuel win and place bets.
- Pari-mutuel exotic bets (including Trifecta, Quaddie, First 4, Daily Double, Running Double and BIG 6 bets).

Pump may be applied to the following bet types:

- Racing Fixed Odds Win.
- Tote Win.
- Tote Exotics (Quinella, Exacta, Trifecta, First 4, Treble, Early Quaddie, Quaddie).
- Same Race Multi (SRM).
- Same Game Multi (SGM).
- Sports Singles.
- Sports Multi.
- Racing Fixed Odds Multi (all-up).
- In relation to tote bets, Pump applies to the Win dividend only, so the place dividend and place-only bets are not boosted.

The specific eligible bet types depend on the individual offer, so check your offer details

Excluded bet types

Multiplier may not be applied to any bet that is not listed as an eligible bet type above. This includes:

- Fixed odds sport single bets (including racing extras bets).
- FootyTAB parimutuel bets.
- Bonus Bets.
- Bets placed using a Promo Code or in conjunction with any other Promo.
- Trackside bets.
- Live or in play bets.
- Any fixed odds system bets.

- Any pari-mutuel parlay bets.
- Any mystery bets with more than one selection on the same event.

Vision T&Cs

11. Overview

- (a) These Vision T&Cs govern how we make Vision available to you as a Member.
 - (b) These Vision T&Cs should be read with the Account T&Cs. The Account T&Cs can be found on the TAB Website or TAB App.
 - (c) These Vision T&Cs are between you, the TAB Licensee that you opened your Account with, and Sky Channel Pty Limited (ABN 77 009 136 010) (**SKY**). References in these Vision T&Cs to 'We', 'Our', or 'Us' is a reference to the TAB Licensee you opened your Account with and SKY.
 - (d) By using Vision, you agree to these Vision T&Cs.
 - (e) Capitalised terms that are not defined in these Vision T&Cs have the meaning given to those terms in the Account T&Cs.
 - (f) The interpretation provisions in paragraph 34 of the Account T&Cs apply to these Vision T&Cs.
-

12. Accessing and using Vision

- (a) We may make vision of certain racing, sports and other events (**Vision**) available to you. You will be able to access and watch the Vision by logging into your Account.
- (b) We grant you a limited, personal, non-exclusive, non-transferable and revocable licence to access and use the Vision provided that you comply with the Use Conditions. The **Use Conditions** are:
 - (i) You must only use the Vision for your personal use. You must not:
 - (A) allow any other person to access or use the Vision, including by allowing another person to access and use your Account, or by sub-licensing, distributing, commercially exploiting the Vision; or
 - (B) broadcast the Vision.
 - (ii) You must only access and use the Vision when you are physically located in Australia.
 - (iii) You must only access the Vision on a personal portable device such as a phone, laptop, or tablet.

- (iv) You must not transmit, cast, mirror or throw the Vision to any other device, including to a television, unless we make available to you a setting or feature in your Account to do this.
 - (v) You must not store, copy, record, cache or otherwise keep a copy of the Vision (other than as a result of pausing the Vision feed).
 - (vi) You must not modify or alter the Vision.
 - (vii) You must not display any part of the Vision on social media (including any extracted images from the Vision).
 - (viii) You must not circumvent any technical restrictions that we impose on the Vision, including screen size, geo-blocking, vision quality and permitted devices.
 - (ix) You must comply with all applicable laws when using the Vision.
 - (c) The Vision is exempt from Parts 3 and 4 of the *Broadcasting Services (Online Content Service Provider Rules) 2018* (Cth). Without limiting the Use Conditions, you must take all reasonable steps to prevent a person under the age of 18 years from viewing the Vision.
-

13. Providing the Vision

- (a) Unless we tell you otherwise, we will endeavour to make the Vision available to you on a live, or near live, basis.
 - (b) You are responsible for:
 - (i) ensuring you have sufficient connection to the internet or a telecommunications network to access and use the Vision;
 - (ii) any communication or access costs that may be charged by a third party to access use the Vision; and
 - (iii) obtaining all relevant hardware and software necessary to access and use the Vision.
-

14. Third party content providers

- (a) If we arrange for third parties (**Third Party Content Provider** or **TPCP**) to provide you with access to content (**Third Party Content** or **TPC**) that forms part of the Vision, your access to and use of the TPC is governed by these Vision T&Cs and any additional terms and conditions of the TPCP (**TPCP T&Cs**) that are notified to you by us or the TPC.
- (b) You must comply with all TPCP T&Cs that are notified to you.
- (c) Unless otherwise provided under these Vision T&Cs, we make no representations and give no warranties in respect of the TPC.

- (d) If you access Vision that is TPC, you consent to us disclosing your personal information to each relevant TPCP including your name, residential address, date of birth, email address and phone number.
-

15. Fees

We make the Vision available to you free of charge. However, we may decide to change this in the future and charge a fee for the Vision. If we decide to charge you a fee for the Vision, we will vary these Vision T&Cs in accordance with paragraph 9(a) which will involve giving you prior notice of the change.

16. Intellectual property rights

We and our TPCP own all Intellectual Property Rights in and to the Vision.

17. Suspension and termination

- (a) You will only be able to access and use the Vision through your Account. If your Account is:
 - (i) suspended, you will not be able access and use the Vision for as long as your Account is suspended; or
 - (ii) closed, you will not be able to access and use the Vision, and these Vision T&Cs will immediately terminate.
 - (b) If you breach any term of these Vision T&Cs, we may immediately stop making the Vision available to you on a temporary or permanent basis by giving you written notice. Our notice to you may also set out the reasons for our decision and whether we are stopping making Vision available to you on a temporary or permanent basis.
-

18. Liability

- (a) We will make the Vision available to you on an “as is” basis. We do not guarantee or make any promises to you that:
 - (i) the Vision will not contain any defamatory or otherwise offensive comments or behaviour, including if such comments or behaviours occur at the racing track, stadium or other location at which the racing, sports or other event is being held;
 - (ii) you will have continuous or uninterrupted access to the Vision; or
 - (iii) the Vision will be of a certain or minimum quality.

- (b) We are not liable to you for any loss you suffer in connection with your access to and use of the Vision, including your inability to access or use the Vision, except in the circumstance described in paragraph 18(c).
 - (c) Subject to paragraph 18(d), we indemnify you for any loss you suffer due to a claim by a third party against you that your access to and use of the Vision in accordance with these Vision T&Cs infringes the Intellectual Property Rights of the third party.
 - (d) The indemnity in paragraph 18(c) does not apply:
 - (i) to the extent that the third party claim relates to TPC; or
 - (ii) if you breach these Vision T&Cs and the third party claim arises due to your breach of these Vision T&Cs.
-

19. General

- (a) We may vary these Vision T&Cs by following the process to vary the Account T&Cs. This process is set out in the Account T&Cs.
- (b) Any notices that we are required to provide you under these Vision T&Cs will be given in the same manner as notices are given under the Account T&Cs.
- (c) These Vision T&Cs are governed by the laws in force in the Account Jurisdiction and you submit to the non-exclusive jurisdiction of the courts in the Account Jurisdiction.
- (d) We may assign or novate our rights and obligations under these Vision T&Cs to a third party or Related Body Corporate without your consent and by providing you with no less than 30 days prior notice of such assignment or novation.
- (e) You may not assign or novate your rights or obligations under these Vision T&Cs to a third party without our prior written consent.
- (f) Any failure or delay by you or us to enforce any of your or our respective rights under these Vision T&Cs does not constitute a waiver of those rights.