

TERMS AND CONDITIONS



Terms and Conditions

1. Definitions

In these Terms and Conditions, unless the context requires otherwise:

“Account” means both the Entrant’s personal betting account (“TAB Account”) and the dedicated competition betting account (“Competition Account”), as the context requires.

“Competition” means the Organiser’s betting competition governed by these Terms and Conditions.

“Entrant” means any individual participating in the Competition as an Individual or as part of a Team.

“Individual” means a single Entrant.

“Team” means a group of no fewer than two (2) and no more than three (3) Entrants participating as one entry.

“Team Manager (Primary Entrant)” means the Entrant nominated by a Team who is responsible for registering the Team using their TAB Account and is authorised to act on behalf of that Team in all matters relating to the Competition, including operation of the Competition Account, communications, and receipt of any winnings.

“Organiser” means Hawke’s Bay Racing Incorporated.

“TAB” means the TAB brand operated in New Zealand by Entain New Zealand Limited as a delegate of TAB NZ.

“Entain” means Entain New Zealand Limited, being the operator of the TAB betting platform.

2. Acceptance

Participation in the Competition or completing of a registration form constitutes acceptance of these Terms and Conditions.

3. Eligibility

- Entrants must be aged 18 years or over, reside in New Zealand, and hold a verified TAB Account.
- betcha accounts may be used by an entrant to join a Team, but the Team Manager must use an identity-verified TAB Account to fund the Starting Balance of the Competition Account. For clarity, Individuals must use an identity-verified TAB account.
- Entrants must not be banned, restricted, or excluded (including self-excluded), or subject to an active “Take a Break” period with TAB.
- Employees, contractors, and agents of the Organiser or Entain are not eligible.
- The Organiser reserves the right to require identification and proof of eligibility.
- Entrants may participate as an Individual or a Team. Each Team must appoint a Team Manager (Primary Entrant).

4. Entry Requirements

- An official entry must be completed prior to the notified deadline (5:00pm the day prior to the competition event)
- Late entries may only be accepted at the Organiser and Entain's discretion (acting jointly in agreement), with such discretion to be entirely unfettered.
- Entries may be limited and are accepted at the Organiser's discretion. Entain may, at its discretion (acting reasonably), direct the Organiser to limit or reject an entry.
- At the time of registration, entrants must pre-pay for their hospitality.
- Each Entrant may participate in the competition with a maximum of two (2) entries, comprising:
 - (a) One (1) Individual entry; and
 - (b) One (1) Team entry
- Each Entry must be registered using a verified TAB account from which the 'Starting Balance' will be transferred. For the sake of clarity, the funds used to bet with belong to the Individual or Team entering, and must be made available by them to TAB.
- An Entrant may only be a member of one (1) Team. Consisting of no more than three (3) members including the Team Manager.
- Individuals and teams are responsible for providing accurate and up-to-date contact details. Team registrations must include full details of each team member.
- Entrants must provide accurate and complete information or risk disqualification.
- Entries are limited to a maximum number of competition accounts and will be accepted on a first-come, first-served basis. Once capacity has been reached, the Organiser reserves the right to close registrations, and no further entries will be accepted.
- Only on course entrants will be permitted in the Competition area at the Organiser's club house on the day.

5. Betting Fund and Integrity

- A fixed starting balance (e.g. \$1,500) applies to each entry ('Starting Balance').
- The Starting Balance must be available in the registered TAB account by 5:00pm on the day prior to the Competition. The Starting Balance will be transferred from the Individual or Primary Entrant's TAB Account into the dedicated Competition Account.
- No additional funds may be added to the Competition Account after the Competition commences.
- Only winnings generated during the Competition on the Competition Account may be reinvested.
- Any breach of this clause will result in disqualification.

6. Participation Rules

- All betting must be conducted via the assigned digital Competition Account.
- Bets must be placed before official race start times.
- A minimum of \$150 must be invested on each race at Hawke's Bay Racing's meeting. If an entrant's competition account balance falls below \$150, then they must invest their full remaining balance in the next race.



- There is no maximum investment limit; however, any individual or team that fails to invest at least \$150 in each race will be disqualified, except where their remaining account balance is less than \$150, in which case the full remaining balance must have been invested on races where they could not afford \$150.
- Several single bets each less than \$150 may be placed on a single race, provided a minimum total of \$150 is invested in that single race (or the entire remaining balance of the Competition Account).
- A contestant will not be disqualified if their balance is held up due to an inquiry. If part of their balance is held up due to an inquiry, the minimum investment still applies.
- Standard Multi Bets, Multi's with alternative combinations (e.g. any 2, any 3 etc.), promotional markets, promotional tools, and any Sports bets are not permitted in the competition. Racing bets must be placed on the nominated races, which will be made known by the Organiser.
- Permitted bet types are limited to:
 Tote: Win, Place, Quinella, Trifecta, First4, Doubles, Trebles & Quaddie.
 Fixed Odds Racing: Win, Place, Place Extras, Exotics and Same Race Multi (SRM).
- Any Competition Account that places bets outside of the permitted bet types or parameters will be disqualified from the Competition.
- The Competition Account must not be used for non-competition betting.
- Entrants are responsible for all bets placed and must ensure accuracy and timing.
- No claims will be accepted for incorrectly placed, missed, or lost bets.
- Bets cannot be cancelled once placed.
- Disqualified Individuals or Teams will not receive a refund of bets placed on the day, nor will their hospitality costs be reimbursed.
- Individuals and Team Leaders should use the Wi-Fi of the venue that the Competition is taking place at and should have "location services" enabled on their device whilst participating.

7. Competition Structure

- The Competition will be conducted over a defined race meeting or timeframe.
- Minimum betting thresholds may apply, including minimum spend or number of races.
- Failure to comply may result in disqualification.

8. Determination of Winner

- The winner is the Individual or Team with the highest Competition Account balance after all dividends have been paid on all races at the nominated meeting(s) as as published by the Organiser, at the conclusion of the Competition.
- In the event of a tie, prizes will be shared equally between all tied contestants.
- The decision on the winner is final, and no correspondence will be entered into between the TAB, Organiser, or the entrants.
- Entain's records as to the betting of Competition Accounts are taken to be the true and accurate state of each Individual or Team's wagering.

9. Prizes

- Prize structure will be advised prior to the Competition. The Organiser is responsible for determining and publishing the prize structure.



- Prizes are not transferable or exchangeable, other than in accordance with these terms and conditions.
- Prizes will be paid to the Individual Entrant or Team Manager only. It is the responsibility of the Team Manager to share the prize with their teammates. The Team manager must determine how to distribute shares of the prize to their teammates.
- The Organiser and Entain are not responsible for distribution of prize money within a Team. The Organiser and Entain disclaim any and all liability for distribution of prize money within a Team and are not responsible for any actions of the Team Managers. If a contestant of a Team is unhappy with the handling of the prize by their Team Manager, they must consult with their Team Manager directly. The Organiser and Entain will not become involved in any such matters that may arise.
- Any Bonus Cash awarded as part of this competition is subject to TAB's promotional Terms and Conditions. Bonus Cash is a promotional product, not actual cash. Bonus Cash will be credited to the identity-verified betting accounts of the Individual or members of the Team that win the prize.
- Entain and the Organiser take no responsibility if a Prize Winner is unable to use any prize for any reason whatsoever. Entain and the Organiser make no representation regarding the suitability of the prize. If a prize has an expiry and the winner(s) fail to use it within such period, they will not be awarded a new prize or any compensation.

10. Winner Verification

- All provisional winners are subject to verification, including eligibility and transaction checks.
- Winners may be required to complete a Winner Declaration prior to receiving prizes.
- Failure to complete verification may result in disqualification.
- All decisions are final and binding.

11. Betting Platform and Applicable Terms

- All betting is conducted with Entain via the TAB platform (App or on-line)
- Entrants agree that use of the TAB Competition Account is subject to TAB account terms and conditions and applicable Betting Rules.
- Where any inconsistency arises, TAB terms and rules will prevail.
- The Organiser does not control or operate the TAB platform, but it does have consent from Entain for the Competition to be associated with the TAB platform.

12. Disqualification

Entrants may be disqualified for:

- breach of these Competition Terms and Conditions
- breach of any terms and conditions associated with using a TAB Account
- providing false or misleading information
- adding external funds during the Competition
- misuse of accounts
- fraudulent or dishonest conduct
- failure to comply with any directions from the Organiser regarding the Competition.



13. Cancellation or Disruption

- The Organiser may cancel, suspend, or modify the Competition where necessary.
- Balances may be returned and/or prizes adjusted depending on circumstances.
- If the race meeting is postponed, abandoned, suspended or cancelled at any time, the prize fund shall be determined at the sole discretion of the Organiser. The Organiser reserves the right to amend, reduce, withhold or redistribute the prize fund, and the full advertised prize pool may not be awarded.
- Where racing has commenced and the meeting is subsequently postponed, abandoned or cancelled the organiser may transfer the competition to another meeting at its discretion.
- The Organiser's decision in relation to the determination of winners, prize allocations and all matters arising from the postponement, abandonment or cancellation of the event shall be final and binding.

14. Liability

- To the maximum extent permitted by law, the Organiser and Entain exclude all liability for any loss, damage, or expense arising (either directly or indirectly) from participation in the Competition.
- Entain is responsible for the operation of the TAB platform and betting transactions.
- The Organiser is responsible for the administration of the Competition only.
- No liability is accepted by the Organiser or Entain for technical failures, incorrect bets, or user errors, or disputes between Team members.
- Nothing in these Terms limits any rights that cannot be excluded by law.

15. Indemnity

Each Entrant agrees to indemnify and hold harmless the Organiser and Entain against any claims, losses, or damages arising from:

- breach of these Terms
- misuse of accounts
- unlawful or fraudulent activity
- disputes between Team members.

16. Privacy and Publicity

- Personal information will be handled in accordance with the Privacy Act 2020.
- Information may be used for Competition administration and marketing purposes.
- Entrants may request access to or correction of their information.
- Requests for removal during the Competition may result in disqualification.
- Entrants consent to the use of their name, image, and likeness for promotional purposes, although a Pseudonym (non de plume) may be used for publicity purposes.
- As part of using a TAB Account or a Competition Account and to compete in this competition, Entain must collect certain personal information about entrants. Each entrant consents to the collection and use of their personal information by Entain. Such information will be handled in accordance with Entain's Privacy Policy, which is available on their website.



17. Competition Mechanics

- Entain will create and manage Competition Accounts.
- Entrants must register for the Competition using an identity-verified TAB Account.
- A dedicated Competition Account will be created for Individual and Team entries. Personal accounts are only used for the Starting Balance transfer and to record who is participating.
- A unique username and password will be provided to each individual or team on the day of the event to enable access to their designated Competition Account. For the sake of clarity, Individuals and Team Managers will need to use their own device to access the TAB platform.
- For Team entries, The TAB Account of the Team Manager (Primary Entrant) will be used for registration and funding.
- Entain will transfer the 'Starting Balance' from the TAB account registered to the assigned Competition Account prior to the commencement of the competition.
- Upon conclusion of the Competition, Entain will transfer any remaining balance in the competition account back to the registered TAB account from which the Starting Balance was funded. Such transfers will occur as soon as reasonably practicable and, in any event, within 24 hours of the Competition's conclusion.
- Competition Accounts will be subject to restrictions including deposit and Withdrawal freezes and excluded from using Cash Out or Bonus Cash or Bonus Bets.
- Competition Accounts must not be accessed after the Competition concludes. Entrants indemnify (and hold harmless) Entain and the Organiser against any loss it incurs directly or indirectly as a result of unauthorised transactions entrants place (or authorise to be placed) on a Competition Account after the close of the Competition they were contesting. Without limiting the meaning of "indirectly", indirect loss will include claims against Entain or the Organiser made by entrants in Competitions that are affected by such unauthorised use of the Competition Account that they are assigned for their relevant Competition.
- Betting may be restricted by event, bet type, or timeframe.
- Leaderboard updates may be provided during the Competition.
- All transactions must occur within the Competition Account.
- Upon completion of the final race and declaration of the final dividend, the TAB will conduct a full review and audit of all transactions, and the winner will only be announced once this process is complete.

18. General

- The Organiser reserves the right to interpret and apply these Terms at its sole discretion.
- Failure to enforce any provision does not constitute a waiver.
- These Terms are governed by the laws of New Zealand.

