

TAB Trackside Radio – Competitions – Terms and Conditions

1. All Entrants (“**Entrants**”) who participate in any TAB Radio Trackside promotion (the “**Promotion**”) are deemed to accept these terms and conditions of entry (the “**Terms**”). Entries that do not comply with these Terms will be deemed invalid and the New Zealand Racing Board (“**NZRB**” or “**TAB**”) takes no responsibility for such entries.
2. These Terms apply to all TAB Radio Trackside Promotions, conducted on and off air, through any communication medium.
3. These Terms are subject to change from time to time by the NZRB without notice.
4. If any particular Promotion has specific rules, requirements or terms (“**Promotion Specific Terms**”), those Promotion Specific Terms will apply to that particular Promotion.
5. Where there is inconsistency between these Terms and the Promotion Specific Terms, the Promotion Specific Terms shall apply.
6. To be eligible for entry into the Promotion, an Entrant must:
 - Be eighteen (18) years of age or over from the time the Entrant first participates in the Promotion; and
 - A New Zealand Resident
7. Only the Entrant that originally entered the Promotion can be entitled to win any prize (“**Prize Winner**”).
8. Prize Winners will be determined in the manner set out in the Promotion Specific Terms.
9. Subject to these Terms and the Promotion Specific Terms, the Prize Winner will be entitled to claim the prize (the “**Prize**”).
10. The decision in relation to who is declared the Prize Winner, shall be determined by the NZRB and shall be final and no correspondence will be entered into.
11. Prize Winners will be notified by email, phone, via Facebook private message, mail or in person. Where a Prize Winner cannot be contacted after reasonable efforts by the NZRB, the NZRB will select another Prize Winner.
12. All Prize Winners agree to be involved in any reasonable promotional activities stipulated by the NZRB (without compensation), including but not limited to, photographs and the publication of any Prize Winner’s name, place of residence and any images. The NZRB will own the copyright in any such images and photograph(s) and in all material incorporating the photograph(s) or film.
13. If the Prize (or any part of the Prize) is unavailable for any reason, the NZRB, in its sole discretion, reserves the right to substitute the Prize (or any part of the Prize) with an alternative prize to the equal monetary value. The Prize, or an unused portion of the Prize, cannot be exchanged for cash or other products or services, or otherwise transferred or modified.

14. The following persons are not eligible to enter any Promotion or to win any Prize:
- Board members, employees, agents (and agent's employees) and contractors of the NZRB and the Immediate Family of such a person; and
 - "Immediate Family" of a person being the parents, siblings, children and spouse or partner (whether legal or de facto) of that person; and
 - Any "excluded customer" of the NZRB (being a customer who has self-excluded from the NZRB's products, as well as any customer who has been excluded by the NZRB)
15. The NZRB reserves the right, at any time, to verify the validity of entries and Entrants and to disqualify any customer who submits an entry that is not in accordance with these Terms or the Promotion Specific Terms or who tampers with the entry process or attempts to act in a fraudulent or dishonest manner, as ineligible to participate in the Promotion.
16. If the Promotion cannot be run as planned for reasons beyond the control of the NZRB, the NZRB reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion at any time.
17. The NZRB takes no responsibility for any inability to enter, complete, continue or conclude the Promotion due to equipment or technical malfunction, Acts of God or otherwise.
18. Except for any liability that cannot be excluded by law, the NZRB and any person in connection with the Promotion are not liable for any direct, indirect, special or consequential loss or damage whatsoever suffered or personal injury suffered or sustained in connection with:
- participation in the Promotion
 - the Prize or use of the Prize; and
 - the administration of the Promotion and distribution of the Prize.
19. Failure by NZRB to enforce any of its rights under these Terms or the Promotion Specific Terms at any stage does not constitute a waiver of those rights.
20. The personal information provided by each customer in entering the Promotion will be held by the NZRB in accordance with the Privacy Act 1993. The personal information will be stored on the NZRB's database and may be used only by the NZRB for contacting the Prize Winner.
21. The NZRB will not sell, disclose or distribute the personal information provided by Entrants to any person, organisation, agency or other third party (except as required by law). Entrants may request access to their information or may request that their information be removed from the database by contacting the NZRB.
22. If the NZRB amends these Terms in accordance with condition 3, the revised Terms will be posted here, with an updated effective date.

The Effective Date of these Terms is 1 July 2015