

## TERMS AND CONDITIONS: TAB Second Chance Draw

Your participation in Silks Darwin TAB Second Chance Draw promotion ('the Competition') constitutes deemed acceptance of the following terms and conditions:

1. By entering, you acknowledge that each entrant has an equal chance of winning the prize and the winner will be drawn by Silks Darwin.
2. The Promoter of the Competition is 'Silks Darwin'. 'Silks Darwin', reserves the right, at any time to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these terms and conditions. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
3. To be eligible to enter 'the Competition' you must:
  - a. Purchase a TAB ticket from Silks Darwin on the day of the draw
  - b. Write your name on your losing TAB ticket
  - c. Place in designated barrel before draw times
  - d. Be present at time of draw to claim prize
  - e. Claim prize from the TAB in Silks
4. The promotion starts at 10:00am on the day of the draw time and concludes with the final draw of the day
5. Winner has 2 minutes to present ticket to reception and claim prize. If winner isn't presented within this timeframe, a redraw will take place and so on until prize is claimed.
6. Only losing TAB tickets are eligible to enter.
7. Entrants can win more than once on each draw day.
8. The valid entry drawn will win the designated prize.
9. Winning tickets will be randomly selected on the day of the draw. The drawn raffle ticket will be the winner.
10. There is no replacement of lost winnings.
11. Silks Darwin reserves the right to disqualify any entrant reasonably suspected of forgery or tampering.
12. Any staff member employed by The Darwin Turf Club or Silks Darwin is eligible to enter but cannot collect their prize while on duty.
13. Entrants must be an Australian Resident and a Northern Territory Resident 18 years of age or older to be eligible to enter the competition.
14. If this competition is interfered with in any way, or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law:
  - a. (a) to disqualify any entrant; or
  - b. (b) subject to any written directions from a regulatory (or other appropriate) authority to modify, suspend, terminate or cancel the Competition, as appropriate.
15. The name of the winner may be published and the winner may be asked to participate in any publicity regarding the competition – including real time social media updates, or images published in local media outlets.
16. The prize winner agrees that Silks Darwin accepts no responsibility or liability for any delay or failure to deliver a prize, or failure by Silks Darwin to meet any of its obligations in these conditions of entry or otherwise where delivery of a prize may be subject to delay. Silks Darwin will notify the winner as soon as possible and Silks Darwin will use its best endeavours to facilitate delivery as soon as possible.
17. Prizes cannot be returned or exchanged for cash.
18. Silks Darwin (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the competition, including but not limited to:
  - a. any technical difficulties or equipment malfunction (whether or not under the promoter's control);
  - b. any theft, unauthorized access or third-party interference;

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- c. any entry, prize, or claim for a prize that is late, lost, altered, damaged or misdirected (whether before or after receipt by the promoters) due to any reason beyond the reasonable control of the promoters;
- d. any variation in prize value to that stated in these Terms and Conditions.