

TABIFY

Terms of Use

1. General

These Terms of Use (**Terms**) apply to the website owned and operated by Tabcorp Holdings Pty Ltd or any related bodies corporate (**Tabcorp**) under the domain name www.tabify.com.au (**the Website**).

By visiting the Website you are bound by these Terms in addition to any other terms that a notified to you on the Website, including:

- specific and additional terms accessible that apply to specific sections of the Website;
- the privacy policy accessible at <https://www.tabcorp.com.au/privacy> (**Privacy Policy**); and
- any other policy as determined by Tabcorp,

collectively constituting a legally binding agreement between you and Tabcorp.

To the extent of any inconsistency between these Terms and any additional terms, the Privacy Policy and any more specific terms shall override the general Terms to the extent of the inconsistency.

The Terms relate specifically to the access and use of the Website by a venue that is appointed as a TAB agent or service provider (**TAB Venue**) pursuant to a services agreement, agency agreement or similar agreement with Tabcorp (**TAB Agreement**).

2. Access and Use

The Website is only intended for access and use by a TAB Venue and its staff or representatives authorised to access and use the Website. The Website is provided as a resource to TAB Venues in conjunction with other TAB services and may only be used, distributed or shared by TAB Venues for the purpose of operating a TAB business or service in accordance with a TAB Agreement (**Permitted Purpose**).

Unless you have the prior written permission of Tabcorp, you must not:

- a) permit any other person to use or exploit the Website; or
- b) create a hyperlink to any page within the Website.

By using, accessing or reviewing the Website, you warrant to Tabcorp that you have the authority to enter into an agreement with Tabcorp on these Terms and that you have considered and agree to be bound by these Terms, as may be modified from time to time.

These Terms are current as at the date at the end of this web page. Tabcorp reserves the right to make changes to the Terms from time to time, and it is your responsibility to read these Terms each time you use the Website to ensure that you are kept up to date. Tabcorp will provide you with notification where Tabcorp reasonably believes that any variation to these Terms will cause material detriment to you. If you do not agree to any of the Terms, please refrain from using the Website. By continuing to use the Website, you accept the current Terms.

Tabcorp does not guarantee, represent or warrant that your use of the Website will be uninterrupted, secure or error-free.

3. Access at the discretion of Tabcorp

You acknowledge that your access to the Website is entirely at the discretion of Tabcorp and that you may be refused access to the Website, or that access may be suspended, modified or terminated for any reason whatsoever.

Without limiting the above, Tabcorp expressly reserves the right to immediately terminate your access to the Website at any time if it decides, at its sole discretion, that you have breached these Terms or you have engaged in conduct that Tabcorp considers inappropriate or unacceptable.

4. Intellectual Property Rights

All proprietary rights (including copyright, patent, trade mark, trade secrets (**IP Rights**)) in all Website material (including forms, documents, incentives, promotions, marketing materials, reports, videos and other material downloadable from the Website) (**Website Material**) are owned by, or licensed to, Tabcorp.

The Website Material is protected by Australian and international intellectual property laws. The Website Material is intended for the use and benefit of TAB Venues only and is to only be used for the Permitted Purpose.

Tabcorp grants you a limited, personal, non-exclusive, revocable license to use and access the Website Material solely for the Permitted Purpose, on the following terms:

- a) you must not remove any Tabcorp copyright or other proprietary notice;
- b) you must not alter or modify any Website Material in any way whatsoever without Tabcorp's prior written permission; and
- c) you must not, in relation to any Website Material:
 - i. use it in a way that suggests that you are affiliated with, or endorsed by, Tabcorp; and
 - ii. distribute it in any way to third parties without Tabcorp's prior written permission.

Any other use of Website Material (other than directly in relation to the Permitted Purpose) is expressly prohibited without prior written permission from Tabcorp.

5. Third party applications and websites

Tabcorp may provide you with access to third party tools, applications, and other services (e.g. regulator websites and Responsible Gambling resources) which may be hosted by a third party provider (**Third Party Applications**).

Tabcorp is not responsible for any content on Third Party Applications, nor does it endorse or approve such applications. Any terms that apply to your use of any Third Party Applications will be between you and the relevant third party.

Tabcorp makes no warranties or representations regarding the quality or accuracy of material available on websites controlled by third parties that you access via links or referrals from the Website (**Third Party Websites**), or that such material does not infringe the IP Rights of a third party.

Your use of any Third Party Applications or Third Party Websites is done so at your own risk and you should make your own enquiries before relying on them. All complaints, claims, concerns, or questions regarding Third Party Applications or Third Party Websites should be directed to the third party.

6. Using the Website

The Website and all Website Material is provided solely for the use of TAB Venues to benefit their TAB business or services operated in accordance with a TAB Agreement, unless Tabcorp otherwise expressly agrees in writing. You must not use the Website to post, transmit, upload or attempt to post, transmit or upload any content, materials or information which:

- a) disrupts or interferes with any person or entity, or prevents any person or entity from accessing, using or enjoying the Website;
- b) is offensive, obscene, unlawful, defamatory, harassing, threatening, menacing, discriminatory or otherwise inappropriate;
- c) infringes the IP Rights of any third party;
- d) collects, tracks or solicits the personal information of others;
- e) is intended to spam, phish, pharm, pretext, spider, crawl, or scrape any other person; or
- f) constitutes false or misleading information

(collectively, **Acceptable Use Guidelines**).

Any breach of the Acceptable Use Guidelines may be grounds for suspension or termination of your access to the Website. Tabcorp may take any appropriate action in respect of that breach.

You acknowledge that Website Materials may include marketing and promotional materials subject to strict legal restrictions on how such materials can be published or communicated to the public. You acknowledge that any use of such Website Materials is at all times subject to any instructions provided by Tabcorp and that you will not in any circumstance or by any method use, distribute, reproduce or share such Website Materials in any manner unless expressly authorised by Tabcorp and in the manner instructed by Tabcorp.

7. Security and Privacy

Tabcorp may collect, hold, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth) and the Privacy Policy.

Tabcorp has granted you access to the Website and in doing so has issued you with a password that permits you to access various parts of the Website as a TAB Venue. You must protect the security of your password and ensure that it is not easy for others to guess. You must also protect the security of the email account used to register, as Tabcorp may send password reminders to that account where Tabcorp has been requested to do so via the Website and you are solely responsible for any use of the Website through such access, whether authorised or not.

8. Liability and Indemnity

Tabcorp has provided you access to the Website as an additional resource to TAB Venues. The Website Material includes generic information intended to assist TAB Venues and does not constitute advice.

Tabcorp and our related parties (including but not limited to contractors, subcontractors, service providers, suppliers and licensors) are not liable, to the maximum extent possible under the applicable laws, for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort

(including negligence) or otherwise, arising from or out of your use of, or access to, the Website or Website Material, including, but not limited to, any errors or omissions in any content.

Nothing in these Terms limits, excludes, restricts, modifies or purports to limit, exclude, restrict or modify rights which you may have under the Australian Consumer Law. If you suffer any loss in connection with the Website, you must take all reasonable steps to minimise your loss, including notifying Tabcorp without delay if there are steps Tabcorp can take to help minimise your loss. You agree to indemnify Tabcorp and its related parties in respect of any liability incurred by Tabcorp for any loss, claim, damage (including all reasonable legal fees), howsoever caused, and suffered by Tabcorp or its related parties due to, or arising out of, your breach of these Terms, or your use of the Website, including but not limited to, any breach of IP rights in connection with the Website.

9. Miscellaneous

These Terms are effective unless and until terminated by Tabcorp. Your sole recourse if you wish to terminate these Terms is to cease using the Website.

If the whole or any part of these Terms is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms continue to have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

Any failure by Tabcorp to exercise or enforce any right or provision in relation to these Terms does not constitute a waiver of such right or provision. These Terms are governed by and construed in accordance with the laws of Victoria and both parties agree to the exclusive jurisdiction of the courts of Victoria.

Last updated: 25/11/2020