

TERMS AND CONDITIONS

SMS HORSERACING TIPS SUBSCRIPTION SERVICE

1. Information on how to subscribe to the SMS Horseracing Tips SMS Subscription Service (the "Service") forms part of these Terms and Conditions. Subscription to the Service via SMS is deemed acceptance of these Terms and Conditions by each participant.
2. Subscription to the Service is via SMS only. Subscription to the Service must be made via SMS (premium call rate applicable) using SMS (short messaging service) enabled mobile phones. Some service providers and call plans may not provide access to premium SMS. Participants must check with their service provider if unsure.
3. Subscription to the Service is only open to residents of Australia aged 18 years and over who are identified as having a clear relationship with the end mobile device (evidenced by participants participating by SMS message originating from an MSISDN identifying the participant), who have the bill payer's consent to participate by SMS, and who successfully subscribe to the Service in accordance with Condition 4 below.
4. In order to subscribe to the Service, an eligible participant must:
 - a. if they wish to subscribe to the Service for one day in respect of a particular race meeting (and receive tips for all races being run at that particular race meeting from the time of their valid subscription), send an SMS in the required format to 199-44339. The required SMS format is "NAME OF RACING MEETING". In order to be a valid request, the SMS message must be received by the Promoter no earlier than the day of the relevant race meeting and no later than two minutes prior to last race number of the day for the race meeting specified in the SMS message; OR
 - b. if they wish to subscribe to the Service for one race only (and only receive a tip for one particular race in a given race meeting), send an SMS in the required format to 199-44339. The required SMS format is "NAME OF RACING MEETING" + space + "RACE NUMBER". In order to be a valid request, the SMS message must be received by the Promoter no earlier than on the day the relevant race is being run and no later than two minutes prior to race number specified in the SMS message.
5. If an eligible participant sends an SMS in the manner set out in Condition 4a, the Promoter will send the eligible participant via SMS a horseracing tip for each race occurring on the remainder of the day the request is received for the race meeting specified in the SMS message (commencing from the race occurring at least two minutes after the SMS message is received by the Promoter). Each tip for a given race number will be sent by the Promoter immediately after the immediately preceding race number commences. Tips will generally be available from 11:30am on the day of a race meeting. The charges for the Service are set out in Condition 7. At any stage during the course of the day, the participant can opt out of the Service in accordance with Condition 9.
6. If an eligible participant sends an SMS in the manner set out in Condition 4b, the Promoter will send the eligible participant via SMS a horseracing tip for the specific race number in the race meeting specified in the SMS message. The tip can be sent approximately up to one hour prior to the relevant race occurring, depending on when the Promoter receives the tip request and the time of the race number requested. Tips will generally be available from 11:30am (AEST) on the day of a race meeting.
7. SMS cost for each SMS message sent by a participant in accordance with Condition 4a or 4b is \$0.25 (including GST). SMS cost for each SMS message sent by the Promoter to the participant in accordance with Condition 5 or 6 is \$1.00 (including GST) per tip. There is usually a maximum of 12 races per race meeting on any given day. The total cost to subscribe to one full day's race meeting (based on a maximum of 12 races per day) is therefore \$12.25 (including GST) (unless any SMS message sent to the Promoter is not successful for the reasons outlined in Condition 8, in which case the participant will be charged additional amounts as set out in Condition 8). There may be less than 12 races for a race meeting on any given day, in which case the total cost to subscribing for a race meeting for that full day's race meeting will be \$1.25 multiplied by the number of races for that particular day's race meeting (unless any SMS message sent to the Promoter is not successful for the reasons outlined in Condition 8, in which case the participant will be charged additional amounts as set out in Condition 8).
8. If an SMS message is not successful because the SMS message submitted by an eligible participant is not recognised by the Promoter because it is not in the required SMS format or is otherwise illegible, a "try again" message will be sent to the participant. Each "try again" message sent by the Promoter to a participant will be charged at \$0.25 (including GST). The "try again" message will prompt the participant to check the SMS format and resubmit their SMS message in the required format. If the participant elects to resubmit their SMS message, the participant will be charged an additional \$0.25 (including GST). If an eligible participant sends an SMS message containing a race number for a race meeting that has already passed or a race meeting that has no races on the day the SMS is sent, the Promoter will send the

eligible participant a message advising them that the race number has passed or the race meeting has no races that day (as applicable) and prompting them to send another SMS message containing a different race number or race meeting (as applicable) if they wish. Each message sent by the Promoter in this way to a participant will be charged at \$0.25 (including GST). If the participant elects to send another SMS message containing a different race number or race meeting, the participant will be charged an additional \$1.00 (including GST).

9. Subscription to the "service" is valid for either a single race or the duration of the specific race meeting the subscription pertains to on the day the subscription is activated (depending on whether the subscriber subscribes in accordance with Condition 4a or 4b). Subscribers must send an SMS in accordance with Condition 4a or 4b for each race or race meeting they wish to receive tips for (depending on the service they require). Participants can opt out of this subscription service at any time by replying to the SMS sent by the Promoter with the word "STOP" or sending an SMS with the word "STOP" to 199-44339.
10. Premium carriage service provider's standard SMS costs may apply in addition to the premium SMS cost to participate. The charges for all SMS services will appear on each participant's next mobile phone bill. All queries relating to mobile bills should be directed to the participant's mobile or telephone carrier. All SMS messages sent by eligible participants must be in the required SMS format. Any messages submitted by participants that are not in the required SMS format will be deemed invalid. Incomplete, ineligible or incomprehensible SMS messages will be deemed invalid. No responsibility will be taken for lost, late or misdirected SMS messages. SMS messages will be deemed to be accepted at the time of receipt and not at the time of transmission. SMS messages must be sent from a mobile phone handset and be identified by a MSISDN for security reasons (unique mobile SIM number) to be eligible. Any form of automated participation using the Internet or any other device or software is invalid. The Promoter's decision in relation to all aspects of the Service is final and no correspondence will be entered into.
11. Any horseracing tips issued as part of the Service are the Promoter's opinion only and the Promoter is not responsible and accepts no liability whatsoever for the outcomes of any racing events or losses/wins of a participant as a result of such outcome. If a participant elects to use the tip received from the Promoter, the participant does so in its sole discretion and at its own risk. The Promoter accepts no responsibility for any tax implications that may arise from the horseracing tips issued to eligible participants. Independent financial advice should be sought. The Promoter encourages responsible gambling and the responsible use of the horseracing tips issued, in accordance with applicable State and Territory legislation.
12. Participants can only participate in their own name. The Promoter reserves the right to request the participants to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, residential address, eligibility to participate, that the participant obtained the bill payer's consent to participate by SMS before submitting their SMS message, that the participant has a clear relationship with the end mobile device used to participate via SMS, and any information submitted by the participants in participating in the Service, before issuing a tip. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or a SMS message has not been verified or validated to the Promoter's satisfaction within the time requested, that SMS message will become invalid.
13. The Promoter and its associated agencies and companies and its employees, servants and agents shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with obtaining or using a horseracing tip issued, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
14. It is a condition of subscribing to the Service that each participant absolves, releases and forever holds harmless the Promoter, its associated agencies and companies and their respective employees, servants and agents from all liability (to the extent permitted by law) howsoever arising from any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained howsoever caused arising out of the Service or in any way whatsoever due to any negligent act, breach of duty, default and/or omission on the part of the Promoter and their employees, directors, instructors, members, servants, agents or promotional partners.
15. SMS is not a guaranteed delivery communication tool. The Promoter and the service provider cannot accept responsibility for any SMS messages not received.
16. The Promoter reserves the right to verify the validity of SMS messages and reserves the right to disqualify any participant for tampering with the subscription process or for submitting a SMS message which is not in accordance with these Terms and Conditions, or if the participant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Service. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to a participant's or any other person's mobile handset or computer related to, or resulting from, participation in this competition or the downloading of any materials related to the Service.
18. If for any reason the Service is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper

conduct of the Service, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Service, subject to any applicable legislation, industry codes or schemes.

19. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, the Service if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
20. Statutory warranties that are implied under Division 2 Part V Trade Practices Act are not excluded if goods or services are of a kind ordinarily acquired for personal, domestic or household use.
21. The use of any automated software or any other mechanical or electronic means that allows a participant to automatically participate repeatedly is prohibited and will render all SMS messages submitted by that participant invalid.
22. Caution: any attempt to cause malicious damage or interference with the normal functioning of the SMS applications, the Promoter's website or the information on the website, or to otherwise undermine the legitimate operation of this competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by a participant, the participant agrees to indemnify the promoter for those losses, damages and costs.
23. Participants consent to the Promoter using the participant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing the Service (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The participants agree to participate in all reasonable promoted activities in relation to the Service as requested by the Promoter and its agents.
24. All horseracing tips and SMS messages and any copyright subsisting in the horseracing tips and SMS messages become and remain the property of the Promoter. The Promoter collects personal information about participants to include participants in the Service and where appropriate issue tips. If the personal information requested is not provided, the participant may not participate in the Service. By participating in the Service, each participant also acknowledges that a further primary purpose for collection of participants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact participants in the future with information on special offers or provide participants with marketing materials via any medium including mail, telephone and commercial electronic messages. The Promoter may share information with its Australian related companies and promotional partners who may contact participants with special offers in this way. By participating in the Service, each participant agrees that the Promoter may use participants' personal information in this manner. Participants can also gain access to, update or correct any personal information by contacting the Promoter at the address below or visiting www.giddy-up.com.au. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.
25. The Promoter is Giddy Up Ratings Pty Ltd, ABN 59 103 620 873 of Unit 9/36 O'Riordan Street, Alexandria, 2015. NSW