

Same Racer App Terms and Conditions

Last updated: 20 May 2022

Introduction

1. For the purposes of these terms and conditions, any reference to:
 - a. “this app” and “the app” is a reference to any features, products or services we make available in relation to the “Same Racer”, including this app and any other branded or co-branded apps, any websites, social media accounts, channels or platforms and other media now existing or later developed in relation to “Same Racer”;
 - b. “our”, “we” and “us”, means Sports Entertainment Network Pty Ltd ACN 129 637 378 (“SEN”) and/or our affiliates;
 - c. “you” and “your” and “User”, means the subscriber to or user of the app; and
 - d. “user content” means material (including without limitation text, images and audio, visual or audio-visual material) that any User is enabled to submit on, post on, upload to or communicate on this app, for whatever purpose, including:
 - i. any tips or selections; and
 - ii. any other communications provided via any facility that enables Users to interact with other Users
2. These terms and conditions govern your use of this app. By registering for this app or using this app, you accept and agree to be bound by all these terms and conditions and our Privacy Policy, which can be viewed in this app. If you disagree with any part of these terms and conditions, you should withdraw your consent by contacting us at apps@sen.com.au.
3. Subject to any applicable laws, these terms and conditions may be updated or amended at our sole discretion at any time and from time to time and no notice of the updated or amended terms and conditions is required to be provided to you. Amended terms and conditions will apply to the use of this app from the date of the publication of the amended terms and conditions on this app. Please check this page regularly to ensure you are familiar with the current version of these terms and conditions.
4. You must be at least eighteen (18) years of age to use this app. By registering for this app (and thereby agreeing to these terms and conditions) you warrant and represent that you are at least eighteen (18) years of age.
5. Subject to applicable laws and these terms and conditions, we will not be liable for any loss, expense, damage or disappointment that you may suffer or incur as a result of changes to these terms and conditions or any Content Change.

Access to the App

6. Users are responsible for all costs arising from the use of this app including, without limitation, any subscription fees, content-related fees, browsing/data charges and internet/broadband costs associated with your internet and mobile usage in accessing and using this app. Browsing/data charges and internet/broadband costs are dependent on how much and how and where you use the Service and will not be included in any subscription fees, if any. You should contact your internet service provider or mobile telecommunications provider for details of your fees, charges and costs.
7. We do not warrant that this app will be constantly or regularly available or available at all.
8. We are not responsible for any problems or technical malfunction of any devices on which you view this app (“Devices”), any software or any failure to access this app or any content within this app, any failure to access other websites or digital applications through hyperlinks or similar services on this app, in each case on account of any technical problems, including any injury or damage to you or any Devices related to or resulting from you using this app or viewing content on this app, or any financial loss you suffer by not being able to properly use this app or the functionality (or lack thereof) of this app.
9. As a web/app based service, we may undertake maintenance or upgrades to and/or there may be unplanned outages to, this app. Maintenance, upgrades or outages may affect your ability to access this app or parts of this app. We will use our reasonable endeavours to limit such incidents.
10. From time to time, you may be required to upgrade the software and/or applications in connection with your use of this app in order to continue using this app. If you decline an upgrade, you may not be able to use or access this app or the content on this app.
11. You must not remove any proprietary notice of us or any of our content partners or licensors from the app or any related software.
12. When you use this app, some information about your activities, including personal information, may be automatically tracked and collected through the use of cookies to assist us in identifying the devices you use to access the app and understanding your preferences so we can try to make your user experience of this app more enjoyable (please see our Privacy Policy). By installing and using this app, you consent to the transmission of this information.

Privacy and Data

13. i) We collect, store, use and disclose personal information in accordance with our Privacy Policy. By registering to access the app or by using the app, you consent to us collecting, storing, using and disclosing your personal information in accordance with our Privacy Policy. We advise you to read the Privacy Policy before using this app.
ii) We will have the ability to share data of logged in users and their information with app promotional and integration partner BlueBet. Their privacy policy can be found here: <https://bluebet-cms.azurewebsites.net/media/1016/privacy-policy-16-sep.pdf>

License to Use the App

14. Unless otherwise stated, we own the intellectual property rights in this app and all material in the app. Subject to the license below, all these intellectual property rights are reserved.
15. You may view, download, and print pages from this app for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

Acceptable Use

16. The app and any content you view via this app are for your personal, non-commercial use only. You must not use this app to transmit or send unsolicited commercial communications.
17. You must comply with our instructions on how to access and use this app. You must not use this app or any content (including any information, opinions, tips or data) on this app for any improper or unlawful purpose and you must not allow anyone else to do so.
18. You must not use this app in any way that causes, or may cause, damage to this app or impairment of the availability or accessibility of this app or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
19. You must not use this app to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, robots, spiders, or other malicious computer software and/or code.
20. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this app without our express written consent.
21. You must not bully, intimidate or harass other users, post content that is illegal, hateful, threatening, pornographic, or contains nudity or graphic or gratuitous violence.
22. You must not circumvent, disable or otherwise interfere with or attempt to circumvent, remove or alter any security-related features of this app or any features that prevent or restrict the use, distribution or copying of this or any content on this app, including any geo-blocking measures employed by us.
23. We reserve the right to refuse access for you to this app in our sole discretion. You are solely responsible and liable for activity that occurs on your account and you are responsible for maintaining the confidentiality of your password and account details.
24. You are responsible for keeping your account password secure and confidential and you must take all reasonable precautions to prevent it being used by someone else. If you know or suspect that your password has been compromised, or you suspect or become aware of any other breach of security, you must tell us immediately. In these circumstances, you must also ensure that your password is changed as soon as possible. If we believe that there has been, or is likely to be, a breach of security of your password, we may block your password and require you to reset your password
25. You must not violate or facilitate or encourage any violations of these terms and conditions and we reserve the right to refuse access to this app or any content on this app in our sole

discretion. You are solely responsible and liable for activity that occurs on your account and you are responsible for maintaining the confidentiality of your password and account details.

26. You must not use this app for any purposes related to marketing or promotion without our prior express written consent.

Responsible Use

27. Although this app does not offer any gambling or betting capabilities, it does provide betting tips for Same Race Multi betting and it further provides hyperlinks to websites and apps of betting operators that do offer gambling and/or betting capabilities. If you gamble, you risk losing money. Please ensure you put sensible limits in place to help control your gambling activities and that you never gamble with money you cannot afford to lose. Gambling can become a major problem and we strongly advise that you seek professional help if you feel you may be losing control of the amount you spend and that you are not sticking to threshold amounts you can afford to lose. You can seek help from the Australian National 1800 Gambling Helpline via the phone on 1800 858 858.

Third Party Rights

28. You will not post content or take any action on the app that is illegal or that infringes or violates someone else's rights or otherwise violates the law or terms herein.
29. We can remove any content you post on the app if we believe that it violates these terms and conditions.
30. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, please contact us via email at apps@sen.com.au.
31. If we determine that you repeatedly infringe any intellectual property rights, we will disable your access to this app when we think it appropriate to do so. This decision will be made by us in our sole and absolute discretion and any decision we make is final.
32. You will not use any copyright on this app or any trademarks contained in the app without our prior written approval.
33. You will not post anyone's identification documents or sensitive financial information on this app.

Changes to the App

34. We may, at any time and without notice, change, delete, remove, upgrade or add to the functionality, information, notifications, content, products or services described or offered on this app for any or no reason (a **Content Change**). We make no warranty or representation in relation to the functionality, information, notifications, content, products or services described or offered on this app or any Content Changes.
35. If you are not satisfied with any Content Changes, you may terminate your access to this app at any time and withdraw your consent to the data practices contained in our Privacy Policy by emailing us at apps@sen.com.au.

Intellectual Property Rights

36. All content on or available through this app, as well as all copyright, trademarks and intellectual property rights in all material, content or software supplied as part of this app and the services provided by this app, other than your user content (as defined below), are owned by us or, where applicable, our licensors, content partners or advertisers, and you obtain no interest in those rights. We grant you a temporary, non-assignable licence to use such rights solely for your personal use of this app only and solely in accordance with these terms and conditions.
37. All content on this app is protected by Australian and international copyright and other intellectual property laws. You may not do anything that interferes with or breaches those laws or intellectual property rights in this app or any service offered by this app.
38. You must not, and You must not assist, facilitate or authorise any third party to:
 - a. sell, rent or sub-license any information or content from this app;
 - b. reproduce, duplicate, republish, copy or otherwise exploit any information or content on this app (including on another app and/or website and/or social media account) for a commercial purpose; or
 - c. edit or otherwise modify any information or content on this app.
 - d. rent, record, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit any information or content on this app;
 - e. create or use an account for the purposes of evaluating our service, or for copying or incorporating any of our processes or features into another product, business or service that could be reasonably assessed as being in competition with us of this app.

Third Party Content

39. This app may include content owned by a third party that is subject to that third party's terms and conditions of use. We encourage you to read and/or ascertain those third-party terms and conditions of use prior to accessing such third-party content. As we have no control over such content, you acknowledge and agree that we are not responsible for the availability of the third-party content and that we neither endorse nor are we responsible for any such content, including advertising, products or other materials. We will not be responsible or liable for any loss or damage of any kind incurred by you as the result of any such dealings or as the result of the presence of such third parties on this app.

No Warranties

40. This app is provided "as is" without any representations or warranties, either express or implied. We make no representations or warranties in relation to this app or the information and materials provided in this app, including any betting tips provided in this app (Same Race Multi Tip or other selections or otherwise).
41. While care is taken in the preparation of information published in this app, we accept no responsibility nor warrant to the accuracy of the information displayed. This includes any race leg tips or other tips, tip stakes, estimated tip returns, selections, odds, statistics, fields, race numbers, horse numbers, horse names, venues, form, barrier draws, weights, jockeys or any other information available on the app ("Race Related Information") which may impact on your use of the app and any tips or selections or suggestions provided within the app.

42. Information in this app has been provided for entertainment purposes only, accordingly, we accept no responsibility for your use of any information displayed or assumed, including any Race Related Information. All tips and selections, including all race multi tips or other tips, tip stakes and estimated tip returns, and any associated comments, are provided without any warranty, including any warranty as to accuracy and as to whether such information is based on any expertise, knowledge or facts.
43. For the avoidance of doubt, we are not responsible for any gambling losses that you may incur. Any monetary investment based on any Race Related Information or other information provided in this app (or associated apps and/or websites) is completely at your risk.
44. All information (including, but not limited to Race Related Information) provided should be checked with an official source. Changes to this information may occur (and often will occur) without our knowledge and we are not liable for any differences in information that may occur and nor are we responsible for ensuring the accuracy of that information, at first instance or otherwise.

Limitations of Liability and Acceptance

45. We will not be liable to you in any circumstances for:
 - a. any direct loss associated with the use of this app;
 - b. any indirect, special or consequential loss associated with the use of this app, including losses incurred or sustained as a result of any betting or gambling undertaken in reliance on any tips, selections or other information contained in this app; or
 - c. any business losses, loss of revenue, income, profits or anticipated profits, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data associated with the use of this app.
46. Nothing in Paragraph 45 above will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit.
47. By registering for or using this app, you consent to the exclusions and limitations of liability set out in Paragraphs 45 and 46. If you do not accept the exclusions and limitations of liability, you must discontinue your use of this app and/or withdraw your consent to process your data by contacting us at apps@sen.com.au.

User Content, Tips and Comments

48. You grant to us, our assignees and authorised nominees a non-exclusive, perpetual, worldwide, transferable and royalty free licence to use, publish, display, modify, perform, adapt, communicate, reproduce, exploit, exhibit and in all media throughout the world any user content posted, uploaded, published, communicated or otherwise made available by you via the app. You also grant us the right to sub-license these rights, and the right to bring an action for infringement of these rights.
49. You are responsible for any user content that you post, upload, communicate or otherwise make available via this app. Moreover, we reserve the right to delete any comments, posts, tips or other user content deemed to be inappropriate and this right will be exercised in our complete and unfettered discretion where necessary. If you breach any of these terms and conditions, apart from other remedies set out in these terms and conditions, you may risk having your access to this app revoked.

50. You agree not to post, upload, communicate or otherwise make available user content or make any comments that:
- a. is or are defamatory or discloses any information that you have no legal right to disclose;
 - b. is or are abusive, hateful, racist, bigoted, antisocial, sexist, harassing, threatening, inflammatory, defamatory, knowingly false, vulgar, obscene, sexually-oriented or profane;
 - c. infringes any third party's legal rights or is capable of giving rise to legal action whether against you, us or a third party (in each case under any applicable law)
 - d. is or are likely to offend, insult, humiliate or intimidate others based on nationality, gender, age, race, religion, sexual orientation, or any disability;
 - e. is or are any form of advertising (including affiliate programs), promotional material or any other form of commercial activity;
 - f. that is or are not your original work, or that violates or infringes the rights of any other person, including material that is protected by copyright, trademark or other intellectual property rights;
 - g. that is or are false, misleading or deceptive;
 - h. seek to unfairly manipulate a market;
 - i. impersonates any person or entity or otherwise misrepresents your sponsorship, approval or affiliation with a person or entity;
 - j. that violates any legislation, law, regulation or common law;
 - k. attempts to publish, collect or store data relating to customers including personal details such as email addresses, phone numbers and residential addresses;
 - l. contains a link to any other app and/or website address of, or promotes the products or services of, a competitor of ours;
 - m. is or are in a language other than English;
 - n. is or are protected by any form of intellectual property whether registered or unregistered or any contractual, statutory and equitable obligations of confidence;
 - o. may amount to collusion or activities of a suspicious or criminal nature;
 - p. is a post which is related to or leads to the transmission of any software or computer files that contain a virus, worm or other disruptive or harmful component;
 - q. is a complaint or enquiry or query requiring a response by us. For such matters, please contact us via email at apps@sen.com.au; or
 - r. is not relevant to the app.
51. We make no warranties or representation and accept no liability in relation to any user content, including its content, adequacy, completeness or accuracy.
52. You must not submit to, post on or communicate on this app any user content that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
53. We do not undertake to monitor the submission of your user content to, or the publication of your user content on, this app. Moreover, we assume no responsibility for monitoring this app for inappropriate user content. If at any time we elect, in our sole discretion, to monitor user content on this app, we nonetheless assume no responsibility for any user content and no obligation to modify or remove any inappropriate user content. We reserve the right to reject, refuse to post, edit, remove or delete any user content submitted to or hosted or published or posted on this app, or stored on associated servers, including your user content, for any or no reason.

54. To the extent permitted by law, you unconditionally and irrevocably:
 - a. consent, and will obtain all other necessary unconditional and irrevocable written consents from any persons involved in producing any user content, to any act or omission that would otherwise infringe any moral rights in any user content that is posted, uploaded, published, communicated or otherwise made available by you via the app; and
 - b. waive, and will obtain all other necessary unconditional and irrevocable written waivers of, all moral rights.
55. We reserve the right to use feedback and/or suggestions provided via surveys or similar means without any obligation to compensate you.
56. Terms and conditions of entry for any promotion or competition (“Competition Ts & Cs”) conducted via the app will be accessible at www.sen.com.au. You should read those Competition Ts & Cs in conjunction with these terms and conditions.

Other Parties’ Liabilities

57. You accept that, as a limited liability entity, we have an interest in limiting the personal liability of our officers and employees. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with this app.
58. Without prejudice to Paragraph 57, you agree that the limitations of warranties and liability set out in these terms and conditions will protect our officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as us.

Indemnity

59. You hereby indemnify us and our officers and employees and undertake to keep us and our officers and employees indemnified against any losses, damages, costs, liabilities and expenses (including without limitation; legal expenses, debt recovery costs, commission and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions (or arising out of any claim that you have breached any provision of these terms and conditions).

Breach of Terms and Conditions

60. Without prejudice to our rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the app, prohibiting you from accessing the app, blocking computers using your IP address from accessing the app, contacting your internet service provider to request that they block your access to the app and/or bringing court proceedings against you.

General

61. We can transfer our rights and obligations under these terms and conditions to any third party, provided that transfer does not detrimentally affect your rights under these terms and conditions. You must not transfer any or all of your rights or obligations under these terms and conditions to any other person.

62. All or any part of any term of these terms and conditions that is found to be unfair or unenforceable will be treated as deleted and the remainder of the terms will continue to govern each of our respective obligations going forward.
63. Your use of this app and these terms and conditions are governed by the laws in force in Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia.
64. If anyone brings a claim against us related to your actions, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including costs, debt collection fees, commission, interest and legal fees on an indemnity basis) related to such claim.
65. These terms and conditions (together with our Privacy Policy) constitute the entire agreement between you and us. These documents supersede all previous agreements in respect of your use of this app.
66. If we fail to enforce any part of these terms and conditions, it will not be considered a waiver unless expressly stated in writing.
67. Nothing in this agreement shall prevent either your or us from complying with any relevant law which may apply.

Contact Us

If you have any queries or concerns, please contact us via email at apps@sen.com.au.