

PROMOTIONAL TERMS AND CONDITIONS
Keno Good Times Giveaway Promotion

Item	Title	Term/Condition
Item 1	Promotion name	Keno Good Times Giveaway Promotion
Item 2	Other T&Cs relevant to this Promotion	Keno Online Account Terms and Conditions
Item 3	Type of promotion	Trade Promotion
Item 4	Jurisdiction	Victoria
Item 5	Promoter	Keno (VIC) Pty Ltd ABN 72 105 341 366
Item 6	Participating Channel/s	Retail venues in the Jurisdiction which sell entries in games of Keno conducted by the Promoter (Participating Venue) Online (keno.com.au) and Keno App (Keno Online)
Item 7	Promotion Period	12:00am AEST on Monday 5 th June 2023 to 11:59pm AEST on Sunday 2 nd July 2023. Refer to Item 9 for further detail.
Item 8	Eligibility criteria	To participate in the Promotion, you must: <ul style="list-style-type: none"> a. be 18 years of age or older; b. be a Victorian resident; and c. not be excluded (self-excluded or otherwise) from participation in the game of Keno. (Eligible Entrant) The Promoter reserves the right to request proof of eligibility, including photograph identification.
Item 9	How to enter	<ol style="list-style-type: none"> 1. The eligible entry period for each weekly draw will commence and conclude on the following dates and times throughout the Promotion Period: <ul style="list-style-type: none"> (a) Draw 1: 12:00am Monday 5th June 2023 to 11:59pm Sunday 11th June 2023. (b) Draw 2: 12:00am Monday 12th June 2023 to 11:59pm Sunday 18th June 2023. (c) Draw 3: 12:00am Monday 19th June 2023 to 11:59pm Sunday 25th June 2023. (d) Draw 4: 12:00am Monday 26th June 2023 to 11:59pm Sunday 2nd July 2023. (each, a Weekly Promotional Draw) 2. To receive one (1) entry into a Weekly Promotional Draw, an Eligible Entrant must, during the Promotion Period: <ul style="list-style-type: none"> (a) spend \$10.00 or more on the purchase of any Keno ticket from the Promoter during the Promotion Period at: <ul style="list-style-type: none"> i. a Participating Venue (Venue Ticket); or ii. via Keno Online (Online Ticket); and (b) for a: <ul style="list-style-type: none"> i. Venue Ticket: <ul style="list-style-type: none"> (a) visit win.keno.com.au; and (b) input all requested details including full name, date of birth, email address, phone number and Venue Ticket details (Entry Form); and (c) submit the fully completed Entry Form; ii. Online Ticket: <ul style="list-style-type: none"> (a) select “opt-in” when prompted after logging into your Keno account on the Keno website (keno.com.au) or via the Keno App. 3. Each submission made in accordance with Item 9 section 2(b) will be deemed a Qualifying Entry. 4. Each Qualifying Entry will be entered in the Weekly Promotional Draw open at the time it is submitted. Winning and non-winning Qualifying Entries will not be entered in any subsequent Weekly Promotional Draw. 5. The following purchases are not a Venue Ticket or Online Ticket: <ul style="list-style-type: none"> (a) a Keno ticket purchased in conjunction with any other offer; or (b) a Keno ticket purchased that is subsequently cancelled; or (c) a Keno ticket purchased outside of the Promotion Period.

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Item 10	Maximum Number of Entries	<p>Each time an Eligible Entrant completes a Qualifying Entry they will receive one entry into the Weekly Promotional Draw open at the time of submission.</p> <p>An Eligible Entrant may submit multiple Qualifying Entries during the Promotional Period however, an Eligible Entrant may only enter a maximum of 3 Online Tickets per day.</p>															
Item 11	How to win	<p>Winners of the Prize/s set out in Item 13 will be selected by a computerised randomly generated barrel draw pursuant to the Draw detail set out in Item 12.</p> <p>For each Weekly Promotional Draw, 21 Winners will be selected with the first Eligible Entrant receiving the highest value prize and so on.</p>															
Item 12	Draw details	<p>Each Weekly Promotional Draw will be conducted by The Zinc Group Pty Ltd (ABN 24 160 419 563) at 32 Ellis Street, South Yarra, Melbourne VIC 3141 Australia on the dates and times below.</p> <table border="1" data-bbox="491 734 1508 900"> <thead> <tr> <th>Draw</th> <th>Draw Date</th> <th>Time</th> </tr> </thead> <tbody> <tr> <td>Draw 1</td> <td>Tuesday 13th June 2023</td> <td>11:00AM AEST</td> </tr> <tr> <td>Draw 2</td> <td>Monday 19th June 2023</td> <td>11:00AM AEST</td> </tr> <tr> <td>Draw 3</td> <td>Monday 26th June 2023</td> <td>11:00AM AEST</td> </tr> <tr> <td>Draw 4</td> <td>Monday 3rd July 2023</td> <td>11:00AM AEST</td> </tr> </tbody> </table>	Draw	Draw Date	Time	Draw 1	Tuesday 13th June 2023	11:00AM AEST	Draw 2	Monday 19 th June 2023	11:00AM AEST	Draw 3	Monday 26 th June 2023	11:00AM AEST	Draw 4	Monday 3 rd July 2023	11:00AM AEST
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Item 13	Prize/s	<p>Prizes for each Weekly Promotional Draw are as follows:</p> <p>Draw 1:</p> <ul style="list-style-type: none"> • 1x Allure Travel Voucher valued at AUD\$10,000. • 20x Prezzy Gift Cards valued at AUD\$200 each. <p>Draw 2:</p> <ul style="list-style-type: none"> • 1x Allure Travel Voucher valued at AUD\$10,000. • 20x Prezzy Gift Cards valued at AUD\$200 each. <p>Draw 3:</p> <ul style="list-style-type: none"> • 1 x choice of: <ul style="list-style-type: none"> ○ 1x Cruizer Highside 15YR Edition Forward Folding Hardfloor Camper Trailer with 12 months registration valued at AUD\$35,135; or ○ AUD\$20,000 cash. • 20x Prezzy Gift Cards valued at AUD\$200 each. <p>Draw 4:</p> <ul style="list-style-type: none"> • 1x choice of: <ul style="list-style-type: none"> ○ 1x Volkswagen T-Cross 85TSI Life with 12 months registration, CTP and stamp duty valued at AUD\$33,490; or ○ AUD\$25,000 cash. • 20x Prezzy Gift Cards valued at AUD\$200 each. <p>There is a limit of 1 Major Prize (2x Allure Travel Vouchers, Cruizer Highside 15YR Edition Forward Folding Hardfloor Camper Trailer or AUD \$20,000 cash, and Volkswagen T-Cross 85TSI Life or AUD \$25,000 cash) an Eligible Entrant may win during the Promotion Period. There is no limit on the number of Prezzy Gift Card Prizes an Eligible Entrant may win during the Promotion Period.</p>															
Item 14	Total number and value of prizes	There are Eighty-Four (84) Prizes to be awarded, with a maximum total value of \$104,625.															

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Item 15	Notification of Winners	Each Winner will be notified by telephone and email using the details provided on the Qualifying Entry within ten (10) business days of the relevant Draw.
Item 16	How to claim a prize	The Winners must claim the Prize by way of verbal or written acceptance addressed to the Promoter within two (2) weeks of the date of written notification from the Promoter. If: <ul style="list-style-type: none"> (a) after making reasonable efforts the Promoter cannot contact a Winner; or (b) the Winner does not claim their prize within two (2) weeks of the date of written notification from the Promoter, the Winner will be deemed to have forfeited any entitlement to the Prize and a redraw will occur three (3) weeks after the Draw Date of the applicable Draw.
Item 17	Prize delivery	<ul style="list-style-type: none"> • Vouchers and gift cards will be in digital format and emailed to the Winner's nominated email address. • Cash prizes will be awarded by way of bank transfer to a nominated bank account or via cheque sent by courier or express post (at the Promoter's discretion) to the Winner's nominated mailing address as specified on the Qualifying Entry. • Camper trailer and Car will be available for collection from a location nominated by the Promoter.
Item 18	Prize specific conditions	Gift Cards and Travel Vouchers will be subject to the provider's own terms and conditions, details of which will be available through the providers websites and/or on the relevant prize. Gift cards will be redeemable to a limited number of brands set by the provider and cannot be used on the purchase of alcohol.
Item 19	Unclaimed prize draw details	(a) Unclaimed Prize Draw: any unclaimed prize draw will occur four (4) weeks after the Draw Date of the relevant Draw. (b) Location: The Zinc Group Pty Ltd, 32 Ellis Street, South Yarra, Melbourne VIC 3141 Australia. (c) Winners of unclaimed prizes will be notified by telephone and/or email within five (5) business days following the relevant Unclaimed Prize Draw.
	Promoter's Website and contact phone number	www.keno.com.au PH: 03 9868 2494
	Authorised under	N/A

1. General

1.1. These Promotional Terms and Conditions govern your participation in the Promotion and must be read together with:

- a. the Promotional Terms and Conditions in the table above (**Schedule**); and
- b. instructions and information on how to enter the Promotion.

1.2. Any capitalised term used in these Terms and Conditions have the same meaning given to it in the Schedule, unless otherwise defined. A reference to a numbered *Item* in these Terms and Conditions is a reference to the corresponding Item in the Schedule.

1.3. By entering, entrants accept the Terms and Conditions, including those incorporated by reference in Item 2. To the extent of any inconsistency between the Schedule and the terms contained in paragraphs 1 to 11, the Schedule prevails.

1.4. If the Promoter reasonably considers that a change to these terms is likely to:

- a. benefit Eligible Entrants, or be of no material detriment to Eligible Entrants, then subject to obtaining approval from the regulator (if applicable), the Promoter may make the change without notice; or
- b. be considered detrimental to Eligible Entrants, it will make the change and place a notification on the Promoter's Website.

2. Eligibility restrictions

2.1. Entry to the Promotion is free.

2.2. Entry to the Promotion is open to participants who meet the Eligibility Criteria set out in Item 8 (**Eligible Entrant**).

2.3. The following persons are not eligible to enter the Promotion:

- a. employees of the Promoter Group who are directly involved with the Promotion; and
- b. agents of the Promoter and employees of those agents.

2.4. The Promoter may at its absolute discretion:

- a. disqualify any Eligible Entrant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
- b. disqualify any Eligible Entrant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;
- c. request a winner to provide proof of age, identity or proof of residency, or any other proof of eligibility.

3. Entries

3.1. To enter, Eligible Entrants should follow the steps outlined in Item 9. Entries must be received by the Promoter during the Promotion Period. Eligible Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately.

3.2. All entries become property of the Promoter.

3.3. Entrants warrant they have all necessary rights to provide any relevant intellectual property to the Promoter and consent to any act or omission which would otherwise constitute an infringement of their intellectual property rights.

3.4. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.

3.5. Any cost associated with accessing or submitting an entry is that entrant's responsibility.

3.6. The Promoter may, in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel the Prize or otherwise cease to provide any benefit of the Prize to a winner if the entrant or winner, in the opinion of the Promoter, behaves in a manner which may diminish the good name or reputation of the Promoter or the Promoter Group, or the entry is contrary to law.

4. How to win

4.1. The Promoter will select one (1) or more Eligible Entrants as the winner or winners of the Promotion, depending on the number of prizes available to be won, using the process described in Item 11 at the time, date and place outlined in Item 12 (**Winner/s**).

5. Conduct of the Draw

5.1. The Draw will be conducted in accordance with the process and specifications set out in Item 12. If the date/s set out in Item 12 falls on a public holiday, the draw will take place on the next business day at the same time.

6. Prizes

6.1. Item 18 contains details of conditions specific to the prize. The prize is subject to availability, must be taken as offered, cannot be transferred, or, in the case of a non-cash prize, cannot be exchanged for cash unless stipulated in Item 13.

6.2. If the Prize/s is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Prize/s with another to the equal or greater value and specification of the original Prize (subject to relevant state regulations).

6.3. The Winner must claim the Prize in accordance with Item 16. Failure to do so will result in forfeiture of any right or entitlement of that winner to the relevant Prize.

6.4. If the Winner complies with paragraph 6.3 and is not disqualified under paragraph 2.4, the prize will be delivered to the Winner in accordance with Item 17.

- 6.5. The right to a prize is not transferable or assignable to another person.
- 6.6. The Promoter is not responsible for any lost, stolen or damaged Prizes. Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the *Competition and Consumer Act 2010* (Cth) (**Consumer Guarantees**), the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Prize (if any).
- 6.7. All Prize values are GST inclusive, in Australian dollars and are the recommended retail value as provided by the supplier and are correct at the time of publication. Promotional pictures may not represent the actual Prizes.
- 6.8. As a condition of accepting a Prize, the Winner may be required to sign any legal documentation as, and in the form, required by the Promoter or Prize suppliers, including but not limited to a legal release and indemnity form.

7. Notification to Winner/s

- 7.1. The Winner/s will be notified as stated in Item 15 using the contact details provided to the Promoter on entry. The Promoter may also announce or publish the initials and suburb of the Winner/s in any media, including the Promoter's Website.
- 7.2. If, for any reason whatsoever, the Winner does not claim the prize (including if the Promoter is not able to successfully contact the winner after making all reasonable attempts to do so) by the date specified in Item 16, then:
- if Item 19 specifies that the prize will be treated as unclaimed prize money pursuant to relevant lottery regulation, the relevant law applies; or
 - if Item 19 specifies that an Unclaimed Prize Draw may be conducted, the prize will be deemed to have been forfeited by that winner.

8. Force Majeure

- 8.1. In the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures and power failures (each a **Force Majeure**), the Promotion is not capable of being conducted as reasonably anticipated, the Promoter may (unless doing so would be prohibited by any law including the Consumer Guarantees) cancel, terminate, modify/delay any aspect of or suspend the Promotion subject to any written direction from any relevant regulatory authority.
- 8.2. If the Promoter is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during the period the Force Majeure continues and any further period that is reasonable in the circumstances.

9. Liability

- 9.1. While the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with Item 17, by entering into this Promotion, each Winner acknowledges that circumstances beyond the reasonable control of

the Promoter may prevent the delivery of the Prize by that date, or at all, which include the failure by the Winner to notify the Promoter of any change of delivery address of the Prize (if applicable). In such circumstances, and where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed to by that Winner's negligence, fraud or misconduct, the Promoter may re-deliver the Prize to that Winner.

- 9.2. Except for any implied condition or warranty (including any applicable Consumer Guarantee) the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void (Non Excludable Condition), the Promoter excludes from these Terms and Conditions all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees, contractors and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss, damage, cost, expense, damage or claim suffered, sustained or incurred (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising either directly or indirectly out of or in connection with the Promotion or a Prize.

- 9.3. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Entrant or Winner might have that are not able to be excluded under applicable Australian consumer protection laws.

10. Privacy

- 10.1. The Promoter will collect, use and disclose an Eligible Entrant's personal information (as defined under the *Privacy Act 1988* (Cth)) (**Personal Information**) in accordance with its Privacy Policy (available at www.thelotterycorporation.com/privacy) and the Australian Privacy Principles in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services.

- 10.2. By entering the Promotion, the Eligible Entrant consents to:
- the Promoter collecting and using the Eligible Entrant's Personal Information in relation to the purposes referred to above;
 - where considered necessary by the Promoter, the Promoter disclosing the Eligible Entrant's Personal Information to third parties including, but not limited to, the Promoter's agents, affiliates and related bodies corporate, Prize suppliers or regulatory authorities and for any purpose to which the Eligible Entrant has previously consented including but not limited to future promotional, marketing and publicity purposes;
 - the Promoter using (or permitting authorised third parties to use) the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) and/or the Prize won by the Winner in the Promotion in any media, including but not limited to social media, for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and/or

products/services supplied by the Promoter or for any of the Participating Venue's future promotional, marketing and publicity activities. Eligible Entrants may opt out of receiving any future promotional, marketing and publicity activities at any time by contacting the Promoter; and

- d. the Promoter, its agents, affiliates, related bodies corporate, other companies associated with this Promotion and business partners to send the Eligible Entrant future electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities. Eligible Entrants may opt out of receiving any future electronic messages regarding any promotional, marketing and publicity activities at any time by contacting the Promoter at the details in Item 5.

- 10.3. Eligible Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

11. Other

- 11.1. The Terms and Conditions are governed by and must be construed in accordance with the laws in force in the jurisdiction specified in Item 4. If more than one state or territory is listed at Item 4, the relevant law is that of the state or territory the Eligible Entrant entered the Promotion in. The Promoter and each Eligible Entrant submits to the exclusive jurisdiction of the courts of that jurisdiction and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions.

- 11.2. Unless otherwise specified, all references to time in these terms are a reference to Australian Eastern Standard Time (AEST).

- 11.3. Unless the contrary intention appears, a reference in these terms, the Schedule or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$, or \$ is a reference to the lawful currency of Australia.

- 11.4. Decisions of the Promoter are final. No correspondence will be entered into. To the extent that a situation or issue arises for which the Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and, subject to any regulator direction to the contrary, such decision will be final and binding.

- 11.5. Any taxes which may be payable as a consequence of the Winner receiving a Prize are the sole responsibility of that winner. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion or Prize and encourages the Winner to seek independent financial and tax advice.

- 11.6. Where the Promotion is communicated on Facebook or Instagram, entrants in the Promotion acknowledge it is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and entrants release Facebook and/or Instagram and associated companies from all liability arising from the Promotion.