

## **KENO PROMOTION Terms and Conditions**

### **1. General Entry**

- 1.1 Information on how to enter the promotion described in **Item 1** of the Schedule (**Promotion**), conducted at the venue or venues described in **Item 2** of the Schedule (each, a **Participating Venue**), and the terms and conditions of the Promotion are set out below and in the Schedule (**Terms and Conditions**).
- 1.2 The promoter's details are set out in Item 3 of the Schedule (**Promoter**).
- 1.3 Entry to the Promotion is open to participants who:
- (a) meet the Eligibility Criteria specified in **Item 4** of the Schedule;
  - (b) are aged 18 years and over who have NOT been excluded (whether self-excluded or otherwise) from a Participating Venue;
  - (c) are not directors, officers and employees of the Promoter and its related bodies corporate;
  - (d) are not directors, officers and employees of contractors to the Promoter; and
  - (e) are not immediate family of (c) or (d),
- (Eligible Participants)**.

For the purposes of these Terms and Conditions, the term "**immediate family**" means spouse (including de facto), parent, stepparent, grandparent, sibling, half sibling, child, stepchild and grandchild.

- 1.4 By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions.
- 1.5 Anyone who is not an Eligible Participant is not eligible to participate in the Promotion.

### **2. Term of Promotion**

The Promotion commences and ends on the dates and times specified in **Item 5** of the Schedule (**Promotion Period**).

### **3. How to Enter**

- 3.1 To enter the Promotion, an Eligible Participant must, during the Promotion Period satisfy the entry requirements set out in **Item 6** of the Schedule.
- 3.2 Any Eligible Participant who complies with clause 3.1 is an Eligible Entrant.

### **4. Selection of Winner**

One or more Eligible Entrants will be selected as the winner or winners of the Promotion, depending on the number of Prizes available to be won, using the process described in **Item 7** of the Schedule (**Winner**) at the address specified in **Item 7** of the Schedule on the time and date specified in **Item 8** of the Schedule (**Prize Draw**).

### **5. The Prize**

- 5.1 The Prize

- (a) The Winner will receive the prize described in **Item 9** of the Schedule (**Prize**). The total number of Prizes available to be won throughout the Promotion is specified in **Item 10** of the Schedule.
- (b) If the Prize is unavailable the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal or greater value and/or specification (subject to relevant State regulations).
- (c) The Winner must claim the Prize in accordance with **Item 11** of the Schedule.
- (d) The total value of the Prizes during the period of the permit number specified in **Item 18** of the Schedule will not exceed \$100,000.

## 5.2 Prize Specific Conditions

- (a) The Prize is subject to availability, must be taken as offered, cannot be transferred, or, in the case of non-cash prizes, cannot be exchanged for cash, and is subject to any prize specific conditions specified in **Item 12** of the Schedule.
- (b) 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 11** of the Schedule, then the Prize will be deemed to have been forfeited by that Winner. In that instance, an Unclaimed Prize Draw will be conducted in accordance with clause 11.

## 6. **Prize Winner Notification**

The Promoter will endeavour to notify the Winner that they have won the Prize by phone and email by the date specified in **Item 13** of the Schedule.

## 7. **Delivery of Prize**

The Promoter will deliver the Prize to the Winner within the timeframe and according to the method specified in **Item 14** of the Schedule.

## 8. **Tax Issues**

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

## 9. **Exclusion of Liability**

- 9.1 While the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with clause 7, 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, including (without limitation) the following:
- (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - (b) any theft, unauthorised access or third party interference;
  - (c) any entry or Prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) any variation in Prize or Prize value to that stated in these Terms and Conditions;
  - (e) any tax implications;
  - (f) the cancellation or postponement of an event which constitutes a Prize; and/or
  - (g) a Prize or use of a Prize.
- 9.3 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).
- 9.4 Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

## 10. Use of Personal Information / Marketing

- 10.1 The Promoter will collect, use and disclose an Eligible Entrant's Personal Information (as defined under the *Privacy Act 1988 (Cth)*) 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. The Eligible Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Eligible Entrant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Eligible Entrant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Eligible Entrant to participate in the Promotion.
- 10.2 By entering the Promotion, the Eligible Entrant consents to:

- (a) the Promoter collecting and using the Eligible Entrant's Personal Information in relation to the purposes referred to above;
- (b) 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;
- (c) the Promoter and Participating Venue 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 at the details in **Item 3** and the Participating Venue at the details in **Item 2**; 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 3**.

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

## **11. Unclaimed Prize Draw**

11.1 If a Prize is not claimed by the Winner by the date specified in **Item 11** of the Schedule, an unclaimed prize draw will be conducted on the date and time specified in **Item 15** of the Schedule at the address specified in **Item 7** of the Schedule, subject to any written directions from any regulatory authority (**Unclaimed Prize Draw**).

11.2 The Unclaimed Prize Draw will be conducted in the same manner as under clause 4 and **Item 7** of the Schedule, with all Eligible Entrants (except for the Winner) eligible for the Unclaimed Prize Draw. The Promoter will endeavour to notify the winner of the Unclaimed Prize Draw (**Supplementary Winner**) by phone and email by the date specified in **Item 16** of the Schedule.

11.3 In the event that for any reason, the Supplementary Winner does not accept the Prize by the date specified in **Item 17** of the Schedule, then the Prize will be forfeited by the Supplementary Winner and there will not be any further unclaimed prize draws carried out by the Promoter, and no Prize will be awarded.

## **12. General Conditions**

12.1 The Promoter, its employees, officers, agents, and its related bodies corporate are not responsible for and will not be liable for:

- (a) any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
- (b) any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by a Prize or resulting from acceptance, possession, use, or misuse of a Prize, or from participation in the Promotion or downloading material from any website operated by the Promoter; or
- (c) any printing or typographical errors in any materials associated with the Promotion.

12.2 The Promoter reserves the right, in its sole discretion, to:

- (a) cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention or other causes beyond the reasonable control of the Promoter;
- (b) disqualify and refuse to award a Prize to any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion or otherwise brings the Promotion and/or the Promoter into disrepute (as determined by the Promoter);
- (c) disqualify and refuse to award a Prize to any Eligible Participant who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions or breaches these Terms and Conditions;
- (d) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and
- (e) request that the Winner or Supplementary Winner (as applicable) provides proof of age, identity or proof of residency at the nominated Prize delivery address.

12.3 In the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right (unless doing so would be prohibited by any law including the consumer guarantees set out in the Consumer Guarantees) to cancel, terminate, modify or suspend the Promotion subject to any written directions from any relevant regulatory body.

12.4 It is a condition of accepting a Prize that the Winner or Supplementary Winner (as applicable) may be required to sign any legal documentation as and in the form required by the Promoter and/or Prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

12.5 Decisions of the management of the Promoter are final. No correspondence will be entered into. To the extent that a situation or issue arises for which these 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.

12.6 In the event that the Winner or Supplementary Winner (as applicable) is identified as a minor, self excluded patron, involuntarily excluded patron or any other person who is in breach of these Terms and Conditions (the **Refused Winner**), the Promoter reserves

the right to refuse to allow the Winner or Supplementary Winner (as applicable) to take part in, or receive, any or all aspects of a Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.

12.7 These Terms and Conditions are governed by and must be construed in accordance with the laws in force in the jurisdiction specified in **Item 18**. The Promoter and each Eligible Participant 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.

**Authorised under the permit number specified in Item 19 of the Schedule.**

<b>SCHEDULE</b>			
<b>Item 1</b>	<b>Promotion</b>	Spend \$20 or more on Keno to enter	see clause 1.1
<b>Item 2</b>	<b>Participating Venue</b>	Murwillumbah Services Memorial Club	see clause 1.1
<b>Item 3</b>	<b>Promoter</b>	The Promoter of the Promotion at each Participating Venue: in Victoria, is Keno (VIC) Pty Ltd (ACN 105 341 366); in New South Wales, is Keno NSW Pty Ltd (ACN 003 992 327); in the Australian Capital Territory, is Tabcorp ACT Pty Ltd (ACN 167 957 002); and in Queensland, is Keno (QLD) Pty Ltd (ACN 071 366 446),  of Level 21, 727 Collins Street, Docklands, Victoria 3008, telephone (03) 9246 6010.	see clause 1.2
<b>Item 4</b>	<b>Eligibility Criteria</b>	To be eligible to enter the Promotion, a person must: satisfy the entry requirements listed in item 6 of the Schedule.	see clause 1.3
<b>Item 5</b>	<b>Promotion Period</b>	Promotion Commencement: 10:00 AM Sunday, September 4, 2022 Promotion End: 10:00 PM Saturday, October 15, 2022	see clause 2
<b>Item 6</b>	<b>Entry Requirements</b>	To enter the Promotion, an Eligible Participant must during the Promotion Period: (a) Spend \$20 or more on Keno to enter, spend must be on the purchase of a ticket for any Keno game ( <b>Qualifying Keno Ticket</b> ) at the Participating Venue (excludes tickets purchased online, if relevant) and collect an entry form automatically issued by the terminal when purchasing the Qualifying Keno Ticket ( <b>Entry Form</b> ); (b) Complete the Entry Form with their contact details (including full name, telephone number, email and postal address); and (c) Place that Entry Form into the allocated Promotion entry box at the Participating Venue where the Qualifying Keno Ticket was purchased, ( <b>Eligible Entry</b> ).  For the avoidance of doubt: (d) a person who has cancelled their Qualifying Keno Ticket is not an Eligible Entrant and is not entitled to win a Prize.	see clause 3.1

<b>Item 7</b>	<b>Selection of Winner and location of Prize Draw</b>	<p>(a) A Winner will be selected by: the Venue Manager of each Participating Venue randomly selecting an Eligible Entry from the entry box at the Participating Venue.</p> <p>(b) Location of Prize Draw: the Participating Venue</p> <p>(c) Location of Unclaimed Prize Draw: the Participating Venue</p>	see clause 4
<b>Item 8</b>	<b>Time and date of Prize Draw</b>	<p>There will be one (1) Prizes Drawn during the Promotion Period:</p> <p>(a) Prize 1 Draw 10:00am, Monday, October 17, 2022</p>	see clause 4
<b>Item 9</b>	<b>Prize</b>	<p>(a) Prize Drawn on Monday, October 17, 2022 - Spinwave Robot Vac (b) The total Prize value is: RRP \$699.00</p>	see clause 5.1(a)
<b>Item 10</b>	<b>Total Number of Prizes</b>	There is a total of one (1) Prizes to be won	see clause 5.1(a)
<b>Item 11</b>	<b>Method and time frame for claiming a Prize</b>	The Winner must claim the Prize within 3 months after the Prize Draw. If, after making reasonable efforts, the Promoter cannot contact the Winner or the Winner as not claimed the Prize within 3 months after the Prize Draw, the Winner will be deemed to have forfeited any entitlement to the Prize.	See clause 5.1(c)
<b>Item 12</b>	<b>Prize specific conditions</b>	<p>(a) All costs associated with the Prize (not mentioned in the Prize inclusions), including but not limited to any taxes, insurance and any other ancillary costs are the responsibility of the Winner.</p> <p>(b) The Prize must be used in accordance with these Terms and Conditions and with the terms of conditions of the third party supplier.</p>	see clause 5.2(a)
<b>Item 13</b>	<b>Notification of Winner</b>	<p>The Winner will be notified by or on behalf of the Promoter that they have won a Prize within 2 days of the Prize Draw.</p> <p>The Winners of the Promotion will be published on <a href="http://www.keno.com.au">www.keno.com.au</a> for a period of 28 days.</p>	see clause 6
<b>Item 14</b>	<b>Timeframe and delivery method of Prize</b>	The Winner is required to collect the Prize from the Participating Venue within 28 days of the Prize Draw.	
<b>Item 15</b>	<b>Date and time of Unclaimed Prize Draw</b>	(a) Time and date of Unclaimed Prize Draw 1: 10:00am, Wednesday, January 18, 2023	see clause 11.1



<b>Item 16</b>	<b>Notification of Supplementary Winner</b>	The Supplementary Winner will be notified by or on behalf of the Promoter that they have won a Prize within 2 days of the Unclaimed Prize Draw.  The Winners of the Promotion will be published on <a href="http://www.keno.com.au">www.keno.com.au</a> for a period of 28 days.	see clause 11.2
<b>Item 17</b>	<b>Acceptance date for Supplementary Winner</b>	If, after making reasonable efforts, the Promoter cannot contact the Supplementary Winner within 3 months after the Unclaimed Prize Draw, the Supplementary Winner will be deemed to have forfeited any entitlement to the Prize.	see clause 11.3
<b>Item 18</b>	<b>Jurisdiction</b>	NSW	see clause 12.7
<b>Item 19</b>	<b>Permit number</b>	LTPM/19/05035	