

PROMOTIONAL TERMS AND CONDITIONS
Keno Second Chance Draw

Item	Title	Term/Condition
Item 1	Promotion name	Keno Second Chance Draw
Item 2	Other T&Cs relevant to this Promotion	N/A
Item 3	Type of promotion	Trade Promotion
Item 4	Jurisdiction	<ul style="list-style-type: none"> ▪ Queensland (QLD) in retail venues ▪ New South Wales (NSW) in retail venues via the Keno app ▪ Australian Capital Territory (ACT) in retail venues
Item 5	Promoter	<ul style="list-style-type: none"> ▪ for participants in Queensland: Keno (QLD) Pty Ltd (ACN 071 366 446) (Keno QLD) ▪ for participants in NSW: Keno (NSW) Pty Ltd (ACN 003 992 327) (Keno NSW) ▪ for participants in ACT: Keno (ACT) Pty Ltd (ACN 654 299 626) (Keno ACT)
Item 6	Participating Channel/s	Retail venues in each of the Jurisdiction/s and select digital channels (via the Keno App) in NSW.
Item 7	Promotion Period	<p>The Keno Second Chance Draw will run from 12:00am AEST on Monday 1st August 2022 to 11:59pm AEST on Sunday 30th June 2024.</p> <p>The Promotion will be run each month as follows during the Promotional Period:</p> <ul style="list-style-type: none"> ▪ August 2022: 12:00AM AEST Monday 1 August 2022 to 11:59PM AEST Wednesday, 31 August 2022. ▪ September 2022: 12:00AM AEST Thursday, 1 September 2022 to 11:59PM AEST Friday, 30 September 2022. ▪ October 2022: 12:00AM AEST Saturday, 1 October 2022 to 11:59PM AEDT Monday, 31 October 2022. ▪ November 2022: 12:00AM AEDT Tuesday, 1 November 2022 to 11:59PM AEDT Wednesday, 30 November 2022. ▪ December 2022: 12:00AM AEDT Thursday, 1 December 2022 to 11:59PM AEDT Saturday, 31 December 2022. ▪ January 2023: 12:00AM AEDT Sunday, 1 January 2023 to 11:59PM AEDT Tuesday, 31 January 2023. ▪ February 2023: 12:00AM AEDT Wednesday, 1 February 2023 to 11:59PM AEDT Tuesday, 28 February 2023. ▪ March 2023: 12:00AM AEDT Wednesday, 1 March 2023 to 11:59PM AEDT Friday, 31 March 2023. ▪ April 2023: 12:00AM AEDT Saturday, 1 April 2023 to 11:59PM AEST Sunday, 30 April 2023. ▪ May 2023: 12:00AM AEST Monday, 1 May 2023 to 11:59PM AEST Wednesday, 31 May 2023, and ▪ June 2023: 12:00AM AEST Thursday, 1 June 2023 to 11:59PM AEST Friday, 30 June 2023, ▪ July 2023: 12:00AM AEST Saturday, 1 July 2023 to 11:59PM AEST Monday, 31 July 2023. ▪ August 2023: 12:00AM AEST Tuesday, 1 August 2023 to 11:59PM AEST Thursday, 31 August 2023. ▪ September 2023: 12:00AM AEST Friday, 1 September 2023 to 11:59PM AEST Saturday, 30 September 2023. ▪ October 2023: 12:00AM AEST Sunday, 1 October 2023 to 11:59PM AEDT Tuesday, 31 October 2023. ▪ November 2023: 12:00AM AEDT Wednesday, 1 November 2023 to 11:59PM AEDT Thursday, 30 November 2023. ▪ December 2023: 12:00AM AEDT Friday, 1 December 2023 to 11:59PM AEDT Sunday, 31 December 2023. ▪ January 2024: 12:00AM AEDT Monday, 1 January 2024 to 11:59PM AEDT Wednesday, 31 January 2024. ▪ February 2024: 12:00AM AEDT Thursday, 1 February 2024 to 11:59PM AEDT Thursday, 29 February 2024. ▪ March 2024: 12:00AM AEDT Friday, 1 March 2024 to 11:59PM AEDT Sunday, 31 March 2024. ▪ April 2024: 12:00AM AEDT Monday, 1 April 2024 to 11:59PM AEST Tuesday, 30 April 2024. ▪ May 2024: 12:00AM AEST Wednesday, 1 May 2024 to 11:59PM AEST Friday, 31 May 2024, and ▪ June 2024: 12:00AM AEST Saturday, 1 June 2024 to 11:59PM AEST Sunday, 30 June 2024, <p>(each a Promotional Time).</p>
Item 8	Eligibility criteria	<p>To participate in the Promotion and be considered an Eligible Entrant, you must:</p> <ol style="list-style-type: none"> a. be 18 years of age or older; b. be an Australian resident; c. not be excluded (self-excluded or otherwise) from participation in the game of Keno or from a retail venue; d. satisfy the entry requirements stated in these Promotional Terms and Conditions. <p>The Promoter reserves the right to request proof of eligibility, including photograph identification.</p>

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Item	Title	Term/Condition
Item 9	How to enter	<p>To enter the Promotion, an Eligible Entrant must, during the Promotion Period:</p> <ol style="list-style-type: none"> 1. Purchase a Keno ticket during the Promotional Period (Qualifying Keno Ticket); 2. Irrespective of whether the Qualifying Ticket yields a winning or losing result, enter the Qualifying Ticket: <ol style="list-style-type: none"> a) for QLD and ACT players via the website win.secondchance.keno.com.au (Website); or b) for NSW players, via the Keno App (App); <ol style="list-style-type: none"> 1. Download and open the Keno app on their mobile device 2. Scan the eligible Keno ticket into the Keno app; 3. Enter contact details into the entry form and tap submit. <ol style="list-style-type: none"> i. Future entries will be automatically entered into the draw automatically. <p>Where an Eligible Entrant completes each of steps above, they will receive one (1) entry into the draw for the chance to win a Monthly Prize (Qualifying Entry).</p> <p>A Qualifying Keno Ticket must be entered into the Website or App in accordance with this Rule 9 during the relevant Promotional Time in which it was purchased (i.e., a Qualifying Keno Ticket purchased during September 2022 will only be eligible for the draw of the Promotion for the month of September 2022).</p>
Item 10	Maximum Number of Entries	A Qualifying Keno Ticket is only eligible for one (1) Qualifying Entry. There are no limits to the number of entries a customer can make into the promotion.
Item 11	How to win	<p>All Qualifying Entries will only be entered into the relevant Monthly Prize Draw during which the Qualifying Keno Ticket was entered and will not carry on into any subsequent draw.</p> <p>For each Monthly Prize Draw, the Promoter will conduct a computerised randomly generated barrel draw to award a Prize.</p>
Item 12	Draw details	<p>The Monthly Prize Draw will be conducted within ten (10) business days following the conclusion of a Promotional Time. Each Monthly Prize Draw will select five (5) Qualifying Entries (Winners). Five (5) additional Qualifying Entries will also be drawn as reserve winners should a Winner fail to accept their prize.</p> <p>The Monthly Draws will be conducted on behalf of the Promoter by The Zinc Group at Level 3, Suite 312, 50 Holt Street, Surry Hills, NSW, 2010.</p> <p>The Monthly Draws are planned to occur as follows:</p> <ul style="list-style-type: none"> ▪ August Monthly Draw: 11:00am AEST Monday 5 September 2022 ▪ September Monthly Draw: 11:00am AEDT Tuesday 4 October 2022 ▪ October Monthly Draw: 11:00am AEDT Thursday 3 November 2022 ▪ November Monthly Draw: 11:00am AEDT Monday 5 December 2022 ▪ December Monthly Draw: 11:00am AEDT Monday 9 January 2023 ▪ January Monthly Draw: 11:00am AEDT Monday 6 February 2023 ▪ February Monthly Draw: 11:00am AEDT Monday 6 March 2023 ▪ March Monthly Draw: 11:00am AEST Tuesday 4 April 2023 ▪ April Monthly Draw: 11:00am AEST Tuesday 2 May 2023 ▪ May Monthly Draw: 11:00am AEST Monday 5 June 2023 ▪ June Monthly Draw: 11:00am AEST Tuesday 4 July 2023 ▪ July Monthly Draw: 11:00am AEST Wednesday 2 August 2023 ▪ August Monthly Draw: 11:00am AEST Monday 4 September 2023 ▪ September Monthly Draw: 11:00am AEDT Tuesday 3 October 2023 ▪ October Monthly Draw: 11:00am AEDT Thursday 2 November 2023 ▪ November Monthly Draw: 11:00am AEDT Monday 4 December 2023 ▪ December Monthly Draw: 11:00am AEDT Monday 8 January 2024 ▪ January Monthly Draw: 11:00am AEDT Monday 5 February 2024 ▪ February Monthly Draw: 11:00am AEDT Monday 4 March 2024 ▪ March Monthly Draw: 11:00am AEDT Tuesday 2 April 2024 ▪ April Monthly Draw: 11:00am AEST Thursday 2 May 2024 ▪ May Monthly Draw: 11:00am AEST Monday 3 June 2024 ▪ June Monthly Draw: 11:00am AEST Tuesday 2 July 2024

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Item 13	Prize/s	There are a total of five (5) Prizes to be awarded every month across the Promotion Period (each a Monthly Prize). Each Monthly Prize is a choice of one of the following (at the Winner's election): (a) \$1,000 deposited directly into a bank account nominated by the Winner; or (b) \$1,000 Visa gift card.
Item 14	Total number and value of prizes	There are One Hundred and Fifteen (115) Monthly Prizes available to be won during the Promotion. The total prize pool for the Promotion is \$115,000.
Item 15	Notification of Winners	Monthly Prize Winners will be notified by telephone and/or email using the contact information provided in their entry to the Promotion within 5 business days of the relevant Monthly Prize Draw. Winners' details will be published at keno.com.au.
Item 16	How to claim a prize	A Winner must claim their Monthly Prize within two (2) weeks of the relevant Monthly Prize Draw by written acceptance. If, after making reasonable efforts, the Promoter cannot contact the Winner or the Winner has not claimed their Monthly Prize within two (2) weeks, the Winner will be deemed to have forfeited any entitlement to the Monthly Prize.
Item 17	Prize delivery	The Prize will be delivered to the Winner by: (a) way of bank transfer to a nominated bank account within 4 weeks of prize acceptance; or (b) way of email to an email address nominated by the Winner within 4 weeks of prize acceptance (gift card only).
Item 18	Prize specific conditions	A Winner will not be eligible to win more than one (1) Monthly Prize. Gift cards will be subject to terms and conditions available through the providers website and on the relevant prize.
Item 19	Unclaimed prize draw details	In the event a Monthly Prize is not claimed by a Winner, the Promoter will refer to the five (5) additional qualifying entries drawn as reserve winners in the order drawn.
	Promoter's Website and contact phone number	www.keno.com.au PH: 03 9868 2494
	Authorised under	NSW TP/01890 ACT TP 22/01071.3

1. General

- 1.1. These 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. The Promoter may change these terms to reflect changes to the mechanics by which the Promotion will be run, for example changes to the methods of entry, or the Promotion Period. If the Promoter reasonably considers that such 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 materially detrimental to Eligible Entrants, it will make the change and place a notification on the Promoter's Website. For Eligible Entrants who have entered the Promotion prior to the date of the change, and provided contact details to the Promoter on entry via a digital channel, those Eligible Entrants will be notified of the change at those contact details.

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 or directors of the Promoter Group (or any other persons) who are directly involved with the Promotion or with determining the outcome of the Promotion; and
 - b. agents of the Promoter and employees of those agents.
- 2.4. The Promoter may:
 - 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; or

- 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 and any copyright subsisting in the entries become and remain the property of the Promoter, who may publish any entry of a Winner as contemplated by clause **Error! Reference source not found.(Error! Reference source not found.)** below.
- 3.3. Unless due to any negligence or other default by the Promoter, 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.
- 3.4. Any cost associated with accessing or submitting an entry is that entrant's responsibility.
- 3.5. The Promoter may 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 reasonable 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 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 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. 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. Where Prizes are supplied by third parties (for example, a holiday), to the maximum extent permitted by law the Promoter is only responsible for procuring the provision of the Prize, but is not responsible for the conduct of the supplier in fulfilling that Prize. The Winner of such a Prize may be required to sign legal documentation giving effect to this clause **Error! Reference source not found.** in greater detail, before being entitled to receive the Prize.

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 or in outlet(s) or venue(s).
- 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:
 - a. if Item 19 specifies that the prize will be treated as unclaimed prize money pursuant to relevant lottery regulation, the relevant law applies; or
 - b. 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. The Promoter's commitments to you in relation to the Promotion, are as set out in these Terms and Conditions. The Promoter only accepts liability in relation to such matters for breach of the commitments it makes in these Terms and Conditions, or where such liability arises due to the Promoter's negligence, wilful misconduct, or for liability that cannot be excluded under the Australian Consumer Law (including the Consumer Guarantees, and liability the Promoter may have in connection with representations or other communications made prior to or during the Promotion Period where such liability cannot be limited or excluded)
- 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](#) 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:
 - 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

- c. the Promoter using (or permitting authorised third parties to use) each Winner'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.

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. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the Terms and Conditions are unclear or their application are unclear, the Promoter reserves the right to make a decision regarding such situation or issue acting in good faith 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.