

**TERMS AND CONDITIONS
KENO SECOND CHANCE DRAW**

PROMOTIONAL PERIOD and PROMOTER

1. The “Keno Second Chance Draw” Promotion (the **Promotion**) will commence at 12:00 AM AEDT on 1 September 2020 and end at 11:59 PM on 30 June 2021 (**the Promotional Period**).
2. The Promotion will be run each month as follows during the Promotional Period:
 - a) September 2020: 12:00AM AEST Tuesday, 1 September 2020 to 11:59PM AEST Wednesday, 30 September 2020;
 - b) October 2020: 12:00AM AEST Thursday, 1 October 2020 to 11:59PM AEDT Saturday, 31 October 2020;
 - c) November 2020: 12:00AM AEDT Sunday, 1 November 2020 to 11:59PM AEDT Monday, 30 November 2020;
 - d) December 2020: 12:00AM AEDT Tuesday, 1 December 2020 to 11:59PM AEDT Thursday, 31 December 2020;
 - e) January 2021: 12:00AM AEDT Friday, 1 January 2020 to 11:59PM AEDT Sunday, 31 January 2021;
 - f) February 2021: 12:00AM AEDT Monday, 1 February 2020 to 11:59PM AEDT Sunday, 28 February 2021;
 - g) March 2021: 12:00AM AEDT Monday, 1 March 2020 to 11:59PM AEDT Wednesday, 31 March 2021;
 - h) April 2021: 12:00AM AEDT Thursday, 1 April 2020 to 11:59PM AEST Friday, 30 April 2021;
 - i) May 2021: 12:00AM AEST Saturday, 1 May 2020 to 11:59PM AEST Monday, 31 May 2021; and
 - j) June 2021: 12:00AM AEST Tuesday, 1 June 2020 to 11:59PM AEST Wednesday, 30 June 2021,(collectively, the **Promotional Times**).
3. The promoter in:
 - i. New South Wales, is Keno (NSW) Pty Ltd (ACN 003 992 327);
 - ii. Queensland, is Keno (QLD) Pty Ltd (ACN 071 366 446);
 - iii. Victoria, is Tabcorp Investments No.5 Pty Ltd (ACN 105 341 366); and
 - iv. the Australian Capital Territory, is Tabcorp ACT Pty Ltd (ACN 167 957 002),each of Level 21, Tower 2, 727 Collins Street, Docklands, Victoria 3008, telephone (03) 9218 1002 (collectively referred to, as relevant in each jurisdiction, as the **Promoter**).
4. The Promotion will be conducted by the Promoter for all Keno tickets purchased at retail outlets located in the States of New South Wales, Victoria, Queensland and the Australian Capital Territory (**Retail Tickets**).

ELIGIBILITY

5. In order to participate in the Promotion, persons must:
 - i. be 18 years of age or over;
 - ii. be an Australian resident;
 - iii. not be excluded (self-excluded or otherwise) from participation in the game of Keno or from a venue participating in the Promotion (a **Participating Venue**);

- iv. not be a resident of South Australia or New Zealand; and
 - v. satisfy the entry requirements stated in these terms and conditions **(Terms)**,
(collectively, an **Eligible Participant**).
6. By participating in the Promotion, each Eligible Participant agrees to these Terms and Conditions.

HOW TO ENTER

7. To enter the Promotion, an Eligible Participant must, during the Promotional Period:
- i. purchase a Retail Ticket during a Promotional Time (**Qualifying Ticket**);
 - ii. irrespective of whether the Qualifying Ticket yields a winning result, enter the Qualifying Ticket:
 1. at the website *win.secondchance.keno.com.au* (**Website**); or
 2. for NSW digital account holders, at the Keno App (**App**); and
 - iii. register the relevant details, including:
 1. name;
 2. email address;
 3. telephone number;
 4. Participating Venue where the Qualifying Ticket was purchased; and
 5. the serial number on the Qualifying Ticket via telephone camera, computer camera or by manual entry,(collectively, a **Qualifying Entry**).
8. A Qualifying Ticket must be entered into the Website or App in accordance with Rule 7 during the relevant Promotional Time in which it was purchased (i.e. a Qualifying Ticket purchased during August 2020 will only be eligible for the draw of the Promotion for the month of August 2020).
9. A Qualifying Ticket is only valid for one Qualifying Entry.
10. A Qualifying Entry will be invalidated if the relevant Qualifying Ticket is cancelled.
11. For the avoidance of all doubt, the Promotion does not rely on the Eligible Participant holding a winning entry to the Keno game purchased.
12. There is no limit as to the number of Qualifying Entries that may be made in the Promotion by one Eligible Participant.

PRIZES

13. There are fifty (50) prizes available to be won during the Promotion (**Prizes**).
14. A Prize will be awarded by way of random number generated electronic draw (**Monthly Draw**) that selects five (5) Qualifying Entries for the corresponding Promotional Time for that month (**Monthly Winners**).
15. Each Prize is \$1,000 in value.
16. The Prizes will be awarded by way of bank transfer to a nominated bank account or via cheque sent by post to a nominated mailing address of the winners.
17. The total prize pool for the Promotion is \$50,000.
18. A Monthly Winner will not be eligible to win more than one (1) Prize.
19. If the Promoter reasonably suspects that a Monthly Winner:
- i. is not an Eligible Participant;
 - ii. has breached these Terms and Conditions; or
 - iii. has acted improperly to increase their chances of winning a Prize,

the Promoter reserves the right to refuse to award the Prize to that Monthly Winner.

SELECTION OF WINNERS

20. The Monthly Draw will be conducted within ten (10) business days following the final day of the relevant Promotional Time. The Monthly Draws are subject to change but are planned to occur as follows:
 - i. **September Monthly Draw:** 11:00am AEST Tuesday 6 October 2020
 - ii. **October Monthly Draw:** 11:00am AEDT Thursday 5 November 2020
 - iii. **November Monthly Draw:** 11:00am AEDT Thursday 3 December 2020
 - iv. **December Monthly Draw:** 11:00am AEDT Monday 11 January 2021
 - v. **January Monthly Draw:** 11:00am AEDT Wednesday 3 February 2021
 - vi. **February Monthly Draw:** 11:00am AEDT Wednesday 3 March 2021
 - vii. **March Monthly Draw:** 11:00am AEST Wednesday 7 April 2021
 - viii. **April Monthly Draw:** 11:00am AEST Wednesday 5 May 2021
 - ix. **May Monthly Draw:** 11:00am AEST Thursday 3 June 2021
 - x. **June Monthly Draw:** 11:00am AEST Monday 5 July 2021
21. The Monthly Draws will be conducted on behalf of the Promoter by The Zinc Group at Level 4/48 Chippen Street, Chippendale, New South Wales.
22. In the event a validation/verification process fails, or a Monthly Winner does not claim their Prize, the Promoter will conduct a redraw in accordance with Clause 26 (a **Redraw**). Any required Redraw will occur at 11:00 AM local time at the location noted at Clause 21.

CLAIMING PRIZES

23. All Monthly Winners will be notified that they have won a Monthly Prize by telephone (via the telephone number supplied on the Website or the App as part of their Qualifying Entry) within three (3) days of the Monthly Draw.
24. If the Promoter or their agent is unable to contact the Monthly Winners selected from the relevant Monthly Draw, the Promoter or their agent will contact the Monthly Winners via the email address supplied in the Qualifying Entry.
25. All Monthly Winners will be required to claim their Monthly Prize in writing (by email, via the email address supplied by the Monthly Winners as part of their Qualifying Entry) as instructed by the Promoter within fourteen (14) days of the Monthly Draw.
26. If a Monthly Winner fails to claim the relevant Monthly Prize in accordance with Clause 25, the relevant Monthly Prize will be subject to a Redraw procedure on the next business day which will also be a random number generated electronic draw.

GENERAL

27. The Promoter is not responsible for a lost, stolen or damaged Prize. 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) (the **Consumer Guarantee**), 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).
28. The Promoter will not be responsible or liable if for any reason beyond its reasonable control the Prize is unavailable. The Promoter, in its discretion,

reserves the right to substitute the Prize (or that part of the Prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to the Consumer Guarantees and to any written directions from a regulatory authority.

29. Information on how to enter the Promotion, and the Prize itself, form part of these Terms and Conditions. Participation in the Promotion by an Eligible Participant (and acceptance of a Prize by a Monthly Winner) confirms their acceptance of these Terms and Conditions governing the Promotion.
30. Directors, management and employees of the Promoter or any of the Tabcorp group of companies or any venue or any agencies associated with the Promotion, and all members of their respective immediate families, are not eligible to enter in the Promotion. For the purposes of these Terms and Conditions, "immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, brother, sister, step-brother or step-sister.
31. The Promoter reserves the right, at any time, to:
 - a) request a Monthly Winner to provide proof of age and identity prior to awarding the Prize;
 - b) verify the validity of entries and Eligible Participant (including an Eligible Participant's identity, age and place of residence) and to disqualify any Eligible Participant whose entry is not in accordance with these Terms and Conditions or who tampers with any entry process; and
 - c) refuse to award the Prize if the Promoter reasonably suspects that a Monthly Winner is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning the Prize.
32. Identification considered suitable for verification is at the discretion of the Promoter. The Monthly Winners may be required to complete a statutory declaration to confirm their eligibility to accept the Prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
33. 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.
34. Decisions of the management of the Promoter are final and binding. 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 such decision will be final and binding.
35. By entering the Promotion, each Eligible Participant consents to the Promoter using (or permitting authorised third parties to use) the Eligible Participant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.

36. As a condition of accepting a Prize, a Monthly Winner must 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.
37. In relation to all activities connected with the Promotion, the Monthly Winners will refrain from expressing a negative or disparate view of the Promoter, its operations and any of its related bodies corporate.
38. The Promoter will collect, use and disclose the Eligible Participant'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 Participant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Eligible Participant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Eligible Participant does not provide the Promoter with the Personal Information requested by the Promoter, the Promoter may not permit the Eligible Participant to participate in the Promotion. By entering the Promotion, the Eligible Participant consents to the Promoter: (a) collecting and using the Eligible Participant's Personal Information in relation to the purposes referred to above; and (b) where considered necessary by the Promoter, disclosing the Eligible Participant's Personal Information to third parties, including, but not limited to, Prize suppliers or regulatory authorities and for any purpose to which the Eligible Participant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Eligible Participants should direct any request to access, update or correct their Personal Information to the Promoter using the contact details set out above. All entry forms become the property of the Promoter.
39. 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 the 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 value to that stated in these Terms and Conditions; (e) any tax implications; (f) the cancellation or postponement of an event which constitutes the Prize; and/or (g) a Prize or use of a Prize.

40. 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 printing. Promotional pictures may not represent the actual Prizes.
41. Any taxes which may be payable as a consequence of the Winner receiving the Prize are the sole responsibility of the Winner. The Promoter accepts no responsibility for any tax implications that may arise from the Promotion or Prize and encourages the Monthly Winners to seek independent financial and tax advice.
42. Any enquiries should be directed to the Promoter.
43. For the Promoter in the State of New South Wales, the rules and laws of New South Wales govern the Promotion. For the Promoter in the State of Queensland, the rules and laws of Queensland govern the Promotion. For the Promoter in the State of Victoria, the rules and laws of Victoria govern the Promotion. For the Promoter in the Australian Capital Territory, the rules and laws of the Australian Capital Territory govern the Promotion.
44. The Promoter and each Eligible Participant submits to the jurisdiction of the courts in the relevant state in which the Promotion operates and the Commonwealth of Australia in respect of all matters arising out of these Terms.
45. NSW TP/00157.
46. ACT Permit Number TP 20/001003.