

PROMOTIONAL TERMS AND CONDITIONS
Keno Win a Tinny

Item	Title	Term/Condition
Item 1	Promotion name	Keno Win a Tinny
Item 2	Other T&Cs relevant to this Promotion	n/a
Item 3	Type of promotion	Trade Promotion
Item 4	Jurisdiction	The Promotion will be conducted by the Promoter at selected retail venues located in the below states: <ul style="list-style-type: none"> ▪ Queensland in retail venues ▪ New South Wales (NSW) in retail venues A full list of participating venues is located at Annexure A (Participating Venue/s)
Item 5	Promoter	The Lottery Corporation Limited for and on behalf of its subsidiaries: <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)
Item 6	Participating Channel/s	Retail venues in the Jurisdiction/s listed in Annexure A (Participating Venue/s)
Item 7	Promotion Period	12:00am AEST on Sunday 7 th August to 11:59pm AEST on Sunday 4 th September 2022
Item 8	Eligibility criteria	To participate in the Promotion, you must: <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. (Eligible Entrant) The Promoter reserves the right to request proof of eligibility, including photograph identification.
Item 9	How to enter	An Eligible Entrant must, during the Promotion Period: <ol style="list-style-type: none"> a. Spend \$10.00 or more on the purchase of a Keno ticket at a Participating Venue (Qualifying Keno Ticket). The following are not Qualifying Keno Ticket/s: <ol style="list-style-type: none"> i. A Keno ticket purchased in conjunction with any other offer; ii. A Keno ticket purchased that is subsequently cancelled; and/or iii. A Keno ticket purchased outside of the Promotion Period; and b. Complete the entry form provided to the Eligible Entrant by the Participating Venue, registering: <ol style="list-style-type: none"> i. his or her full name, email address, and telephone number; and ii. any further information required of the entry form; and c. Place the completed entry form into the designated prize draw barrel at the Participating Venue. Where an Eligible Entrant completes each of steps a. to c., he or she will receive one (1) entry into the draw for the chance to win the Major Prize (Qualifying Entry). The Eligible Entrant acknowledges and agrees that the Participating Venue collects the Qualifying Entry and any personal information it contains for and on behalf of the Promoter.
Item 10	Maximum Number of Entries	A Qualifying Keno Ticket is only eligible for one (1) Qualifying Entry per Eligible Entrant. There are no limits to the number of entries a customer can make into the promotion.
Item 11	How to win	Minor Prize All participating venues (Annexure A) will undertake a random barrel draw in venue to decide the winner of a Minor Prize. Major Prize The Lottery Corporation Limited will undertake a random barrel draw to decide the Participating Venue that will give away the Major Prize. The Participating Venue drawn will then conduct a second random barrel draw in venue to determine the winner of the Major Prize. The Promoter has absolute discretion and will make any final determination required in relation to whether a Qualifying Keno Ticket is eligible for the Promotion. The Promoter may delegate that absolute discretion to the manager of each Participating Venue.

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Item	Title	Term/Condition
Item 12	Draw details	Minor Prize Draws will be undertaken in participating venues at 4:00 pm AEST on Monday 5 th September 2022. Major Prize Draw will be undertaken by The Lottery Corporation Limited Level 21, Tower 2, 727 Collins Street, Docklands, Victoria 3008, telephone (03) 9218 1002 at 11:00am AEDT on Monday 5 th September 2022. The Participating Venue draw to decide the winner of the Major Promotion will occur at 4:00pm AEDT Sunday 11 th September 2022.
Item 13	Prize/s	<u>Minor Prize</u> 1 x Shimano Pack which includes a 27L Cooler Day Pack, Shimano Medium Lure Bag with 3 Lure Boxes, Shimano Symetre 662 Bream Estuary Spin Rod and SY2500 Spin Reel. <u>Major Prize</u> 1 X Vee-Sheet, 1 X Signalling Mirror, 4 X Standard Pfd1 , 1 X Small Tie Down , 1 X 4Lb Sand Anchor Kit 30M , 1 X Engine Flushers, 2 X Telescopic Paddles, 1 X Safety Kit Bag, 1 X 2022 Quintrex F390 Outback Explorer (2) L/S TALS749S13 T Light Alloy Short 749 ATM S 13” L/Skid Suzuki DF25ATHL.
Item 14	Total number and value of prizes	There are a total of 77 Minor Prizes to be won, for a total value of \$26,795.23 ex GST. There is 1 Major Prize to be won, for a total value of \$12,750 ex GST.
Item 15	Notification of Winners	Prize winners (winners) will be notified by telephone and/or email using the contact information provided in his or her entry to the Promotion within 5 business days of the relevant Draw. Winners' details will be published at keno.com.au.
Item 16	How to claim a prize	A Winner must claim the Prize within 3 weeks of the relevant Prize Draw. If, after making reasonable efforts, the Promoter cannot contact the Winner or the Winner has not claimed the Prize within 3 weeks, the Winner will be deemed to have forfeited any entitlement to the Prize.
Item 17	Prize delivery	After a Winner has accepted his or her prize, the Prize will be delivered to the Winner's nominated delivery address within four (4) weeks.
Item 18	Prize specific conditions	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.
Item 19	Unclaimed prize draw details	(a) Unclaimed Prize Draw: any Unclaimed Prize Draw will occur on or about four (4) weeks after the relevant Draw. (b) Location: The Lottery Corporation Limited Level 21, Tower 2, 727 Collins Street, Docklands, Victoria 3008 (c) Winner of unclaimed prize will be notified by email or telephone within 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	NSW Authority TP/01890

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 conditions that a change to these terms if 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 in 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](#) 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.

Annexure A

Full List of Participating Venues:

Venue Name	Address	Postcode	State
Saltbar, Kingscliff	Lot 4 Of Lot 921, Bells Boulevard	2487	NSW
The Royal Hotel Nundah	1259 Sandgate Road	4012	QLD
Brighton Hotel	196 Brighton Terrace	4017	QLD
Taigum Tavern	217 Beams Road	4018	QLD
Redcliffe Tavern	34 Anzac Ave	4020	QLD
Crown Hotel - Lutwyche	442-446 Lutwyche Road	4030	QLD
Bonny View Tavern	2077 Gympie Road	4036	QLD
Everton Park Hotel	101 Flockton Street	4053	QLD
Finnigans Chin Keperra	577 Settlement Road (Great Western Shopping Centre)	4054	QLD
Kenmore Tavern	841 Moggill Road	4069	QLD
Jindalee Hotel	Cnr Sinnamon & Goggs Roads	4074	QLD
Oxley Hotel	Cnr Ipswich & Oxley Rds	4075	QLD
Diamonds Hotel Motel	Cnr Freeman & Rudd Sts	4077	QLD
Salisbury Hotel	668 Toohey Road	4107	QLD
Browns Plains Hotel	64 Browns Plains Road	4118	QLD
Hotel HQ	21 Kingston Road	4119	QLD
Mansfield Tavern	Wecker Road	4122	QLD
Newnham Hotel	516 Newnham Road	4122	QLD
Fitzys Hotel & Convention Centre	Cnr Pacific Highway & Bryants Road	4129	QLD
Club Hotel - Waterford	Cnr Kingston & Loganlea Roads	4133	QLD
Fitzzy's Waterford	24 Albert Street	4133	QLD
Carindale Hotel	Cnr Bedivere Street & Carindale Street	4152	QLD
Koala Tavern	Lot 7 Moreton Bay Road	4157	QLD
Birkdale Tavern	Shop 1-5, 180 Birkdale Road	4159	QLD
Cleveland Tavern (Dicey Reilys)	22-28 Shore Street	4160	QLD
Cleveland Sands Hotel	Cnr Middle & Bloomfield Streets	4163	QLD
Cannon Hill Tavern (Eleven 17)	11-17 Southgate Avenue	4170	QLD
Beenleigh Tavern	124 Distillery Road	4207	QLD
Coomera Lodge Hotel	Maudsland Road	4210	QLD
Hope Island Tavern	87 - 97 Broadwater Ave	4212	QLD
Options Tavern	Shop 1109 Westfield Shopping Centre"	4212	QLD
Wallaby Hotel	45 Railway Street	4213	QLD
Runaway Bay Tavern	Lae Drive	4216	QLD
Ferry Road Tavern	Cnr Cotlew St & Ferry Rd	4217	QLD
Lansdowne Road Tavern	3420 Gold Coast Highway	4217	QLD
Burleigh Town Tavern	Cnr Pacific Highway & Tallebudgera Creek Road	4220	QLD
Diamonds Tavern	221 Christine Avenue	4226	QLD
Spring Lake Hotel	1/1 Spring Lake Boulevard	4300	QLD
Mi Hi Tavern	26 Fernvale Road	4305	QLD
Portadown Hotel	135 Herries Street	4350	QLD
Commonwealth Hotel - Roma	75 Wyndham Street	4455	QLD

White Bull Tavern	43 Station Street	4455	QLD
Diamonds Tavern, Kallangur	Building B, 1450 Anzac Avenue	4503	QLD
Woodpecker Bar & Grill	1-3 Facer Road	4505	QLD
Morayfield Tavern	146-150 Morayfield Road	4506	QLD
Bribie Island Hotel	25 Sylvan Beach Esplanade	4507	QLD
Mango Hill Tavern	Cnr Anzac Ave and Halpine Drive	4509	QLD
Caboolture Sundowner Hotel Motel	Corner Aerodrome Drive and Bribie Island Road	4510	QLD
Currimundi Hotel Motel	32 Buderim Street	4551	QLD
Kings Beach Tavern	43 Burgess Street	4551	QLD
Chancellor Park Tavern	20 Chancellor Village Boulevard	4556	QLD
Sands Tavern	Plaza Drive	4558	QLD
Royal Mail Hotel - Tewantin	120 Poinciana Avenue	4565	QLD
Old Bundy Tavern	20 Quay St	4670	QLD
Club Hotel - Gladstone	1 Tank St	4680	QLD
Leichhardt Hotel	Corner Denham and Bolsover Street	4700	QLD
Berserker Tavern	368 Dean St	4701	QLD
Commercial Hotel Clermont	80 Capella St	4721	QLD
Grand Hotel Clermont	Cnr Capella & Daintree Streets	4721	QLD
Capella Hotel	63 Peakdowns Highway	4723	QLD
Kooyong Motor Hotel	1 Harbour Road	4740	QLD
Boomerang Motor Hotel	307 Nebo Rd	4740	QLD
Metropolitan Hotel Motel - Mackay	17 Gordon St	4740	QLD
Cannonvale Reef Gateway Hotel Motel	Shute Harbour Road	4802	QLD
Jubilee Tavern	Cnr Shute Harbour & Loop Roads	4802	QLD
Hotel Allen	Cnr Eyre and Gregory Streets	4810	QLD
Royal Hotel - Townsville	56 Stagpole Street	4810	QLD
Mansfield Hotel	743 Flinders Street	4810	QLD
Tom's Tavern	186 Nathan Street	4814	QLD
Commonwealth Hotel Innisfail	135 Edith Street	4860	QLD
Grafton Hotel	143 Bruce Highway	4869	QLD
Barron River Hotel	37 Stratford Parade	4870	QLD
Dunwoody's	317 Sheridan Street	4870	QLD
Mt Sheridan Tavern	6/106 Barnard Drive, Mount Sheridan Plaza	4870	QLD
Trinity Beach Hotel	Moore Street	4879	QLD
Palm Cove Tavern	Cnr Viewers Road & Oliva Street	4879	QLD
Anthill Hotel	79 Byrnes Street	4880	QLD