

TERMS AND CONDITIONS
KENO – \$1 MILLION CASH GIVEAWAY

PROMOTIONAL PERIOD and PROMOTER

1. Information on how to enter this Keno “\$1 million Cash Giveaway” promotion (“**Promotion**”) forms part of these terms and conditions (“**Terms and Conditions**”).
2. The Promotion commences at 10:00am AEST on Thursday, 8 June 2017 and ends at 11:59pm AEST on Monday, 3 July 2017 (“**Promotional Period**”).
3. Keno (NSW) Pty Ltd ACN 003 992 327 is the promoter of the Promotion at all New South Wales Keno venues (each a “**Participating Venue**”) (“**Promoter**”). The registered address of the Promoter is 5 Bowen Crescent, Melbourne, Victoria 3004.

ELIGIBILITY

4. In order to participate in the Promotion, persons must be over 18 years of age, an Australian resident, and NOT have been excluded (whether self-excluded or otherwise) from participation in the game of Keno or excluded from a Participating Venue and must satisfy the entry requirements stated in these Terms and Conditions (an “**Eligible Participant**”).
5. For the avoidance of doubt, people who purchase a Keno ticket online are not eligible to enter this Promotion.
6. By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions.
7. Directors, management and employees of the Promoter or its related bodies corporate or any venue or any agencies associated with the Promotion, and all members of their respective immediate families are not eligible to enter 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.

HOW TO ENTER

8. To enter the Promotion, an Eligible Participant must during the Promotional Period purchase from a Keno Self Service Terminal or an Operator Terminal at a Participating Venue, any Keno ticket that is for a minimum of \$10.00 per Keno game (“**Qualifying Keno Ticket**”).
9. For the avoidance of doubt:
 - a. a Keno ticket that is a Combination Bet entry, Superplay entry, or Keno Roulette entry will not be a Qualifying Keno Ticket; and
 - b. Keno tickets purchased online, are not Qualifying Keno Tickets and are ineligible to win a Prize.
10. Any Eligible Participant who complies with clause 8 is an **Eligible Entrant**.

PRIZES

11. The prize for the Promotion is a share of up to \$1 million in cash which will be awarded as either \$1, \$2, \$5, \$10, \$20, \$50 or \$10,000 cash (each a “**Prize**”).
12. There are a total of up to 458,005 Prizes to be won across all Participating Venues. The maximum total aggregate value of the Prizes to be won during the Promotional Period is

up to \$1,000,000, to be shared amongst up to 458,005 winning Eligible Entrants. The number of Prizes available to be won are as follows:

AMOUNT	QTY	TOTAL AMOUNT
\$1	250,000	\$250,000
\$2	155,000	\$310,000
\$5	40,000	\$200,000
\$10	10,000	\$100,000
\$20	2,000	\$40,000
\$50	1,000	\$50,000
\$10,000	5	\$50,000

PRIZE DRAWS

Prize Winners

13. The Keno system will randomly select up to 458,005 winners during the Promotional Period.
14. After the Keno game(s) applicable to the relevant Qualifying Keno Ticket have finished (and the applicable Keno draw(s) have concluded), an Eligible Entrant can determine whether they have been selected from the Keno system to win a Prize by scanning their Qualifying Keno Ticket at the Keno Self Service Terminal or via an operator at a Keno Operator Terminal.
15. If the Qualifying Keno Ticket entitles an Eligible Entrant to a Prize (“**Winner**”), the Keno Self Service Terminal will show the Prize as a credit, add the Prize to a Winner’s regular Keno winnings (if any) and the Eligible Entrant can select to use the credit or receive a voucher or if at an Operator Terminal, the operator will notify the Eligible Entrant that they have won a Prize.
16. Each Winner using a Keno Self Service Terminal that selects to receive a voucher must immediately collect the voucher and take it to an Operator Terminal to redeem the cash value of the Prize. Each Winner using an Operator Terminal will be awarded the cash value of the Prize by the operator. The cash value of the Prize may be awarded in the form of cash or a cheque (subject to the Keno Rules).
17. A Winner will be awarded their Prize in addition to any regular Keno winnings that their Qualifying Keno Ticket may entitle them to (that is, if that Qualifying Keno Ticket is a winning Keno ticket).
18. Each Winner will be awarded the Prize by the Participating Venue.

General information on Prizes

19. If the Promoter reasonably suspects that a Winner is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning a Prize, the Promoter reserves the right to refuse to award a Prize to that Winner, and the Winner will be deemed to have forfeited any entitlement to their applicable Prize.
20. If a Winner forfeits their entitlement to a Prize, there will be no redraw for that Prize. However, the Promoter may, in its absolute discretion, identify another time to give away that or any other remaining Prize.
21. A Winner is responsible for their Qualifying Keno Ticket. The Promoter accepts no responsibility for lost, stolen or damaged Qualifying Keno Tickets.

GENERAL

22. All Prizes must be taken as offered and cannot be varied. All Prizes are not transferable. 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) (the “**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).
23. The Promoter will not be responsible or liable if for any reason beyond its reasonable control, a Prize (or part of any Prize) is unavailable. The Promoter, in its discretion, reserves the right to substitute a Prize (or that part of a 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.
24. Information on how to enter, and the Prize itself, form part of these Terms and Conditions. Participation in the Promotion by an Eligible Entrant (and acceptance of a Prize by a Winner) confirms their acceptance of the Terms and Conditions governing the Promotion.
25. The Promoter reserves the right, at any time, to:
 - c. request a Winner provide proof of age and identity prior to awarding a Prize;
 - d. verify the validity of entries and Eligible Entrants (including an Eligible Entrant’s identity, age and place of residence) and to disqualify any Eligible Entrant whose entry is not in accordance with these Terms and Conditions or who tampers with any entry process; and
 - e. refuse to award the relevant Prize if the Promoter reasonably suspects that the Winner is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning any Prize in this Promotion.
26. Identification considered suitable for verification is at the discretion of the Promoter. A Winner may be required to complete a statutory declaration to confirm their eligibility to accept a Prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
27. 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.
28. Except as specified otherwise in these Terms and Conditions, if for any reason a Winner does not redeem the Prize or an element of the Prize at the time, or within the time period stipulated by the Promoter, then the Prize or that element of the Prize will be forfeited.
29. 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.
30. 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.

31. As a condition of accepting a Prize, a 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.
32. In relation to all activities connected with the Promotion, the Winner will refrain from expressing a negative or disparate view of the Promoter, its operations and any of its related bodies corporate.
33. 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.
34. Printing errors or other quality control matters will not invalidate an otherwise valid Prize claim.
35. 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.
36. 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.
37. Any further taxes which may be payable as a consequence of a 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 or Prize and encourages each Winner to seek independent financial and tax advice.
38. Any enquiries should be directed to the Promoter.
39. The Terms and Conditions are governed by and must be construed in accordance with the laws in force in the respective jurisdiction of each Promoter. The Promoter and each

Eligible Participant in each respective jurisdiction submits to the jurisdiction of the courts of the respective jurisdiction of each Promoter and the Commonwealth of Australia in respect of all matters arising out of the Terms and Conditions.

40. NSW Permit No LTPS/17/14473