

PROMOTIONAL TERMS AND CONDITIONS		
\\$1 Million Rush		
Item	Title	Term/Condition
Item 1	Promotion name	\$1 Million Rush
Item 2	Other T&Cs relevant to this Promotion	Keno Rules NSW Keno Online Account Terms and Conditions
Item 3	Type of promotion	Trade Promotion
Item 4	Jurisdiction	New South Wales (NSW)
Item 5	Promoter	Keno (NSW) Pty Ltd (ACN 003 992 327)
Item 6	Participating Channel/s	Retail venues in the Jurisdiction which sells entries in games of Keno conducted by the Promoter ( <b>Participating Venue</b> ).
Item 7	Promotion Period/s	<p>There are 28 Promotion Periods which include 1 for each calendar day between 10:00 AEDT Monday 30<sup>th</sup> October 2023 and 22:00 AEDT Sunday 26<sup>th</sup> November 2023. For the avoidance of doubt, each of the below constitute a Promotion Period:</p> <ol style="list-style-type: none"> <li>1. 10:00 AEDT to 22:00 AEDT Monday 30<sup>th</sup> October 2023;</li> <li>2. 10:00 AEDT to 22:00 AEDT Tuesday 31<sup>st</sup> October 2023;</li> <li>3. 10:00 AEDT to 22:00 AEDT Wednesday 1<sup>st</sup> November 2023;</li> <li>4. 10:00 AEDT to 22:00 AEDT Thursday 2<sup>nd</sup> November 2023;</li> <li>5. 10:00 AEDT to 22:00 AEDT Friday 3<sup>rd</sup> November 2023;</li> <li>6. 10:00 AEDT to 22:00 AEDT Saturday 4<sup>th</sup> November 2023;</li> <li>7. 10:00 AEDT to 22:00 AEDT Sunday 5<sup>th</sup> November 2023;</li> <li>8. 10:00 AEDT to 22:00 AEDT Monday 6<sup>th</sup> November 2023;</li> <li>9. 10:00 AEDT to 22:00 AEDT Tuesday 7<sup>th</sup> November 2023;</li> <li>10. 10:00 AEDT to 22:00 AEDT Wednesday 8<sup>th</sup> November 2023;</li> <li>11. 10:00 AEDT to 22:00 AEDT Thursday 9<sup>th</sup> November 2023;</li> <li>12. 10:00 AEDT to 22:00 AEDT Friday 10<sup>th</sup> November 2023;</li> <li>13. 10:00 AEDT to 22:00 AEDT Saturday 11<sup>th</sup> November 2023;</li> <li>14. 10:00 AEDT to 22:00 AEDT Sunday 12<sup>th</sup> November 2023;</li> <li>15. 10:00 AEDT to 22:00 AEDT Monday 13<sup>th</sup> November 2023;</li> <li>16. 10:00 AEDT to 22:00 AEDT Tuesday 14<sup>th</sup> November 2023;</li> <li>17. 10:00 AEDT to 22:00 AEDT Wednesday 15<sup>th</sup> November 2023;</li> <li>18. 10:00 AEDT to 22:00 AEDT Thursday 16<sup>th</sup> November 2023;</li> <li>19. 10:00 AEDT to 22:00 AEDT Friday 17<sup>th</sup> November 2023;</li> <li>20. 10:00 AEDT to 22:00 AEDT Saturday 18<sup>th</sup> November 2023;</li> <li>21. 10:00 AEDT to 22:00 AEDT Sunday 19<sup>th</sup> November 2023;</li> <li>22. 10:00 AEDT to 22:00 AEDT Monday 20<sup>th</sup> November 2023;</li> <li>23. 10:00 AEDT to 22:00 AEDT Tuesday 21<sup>st</sup> November 2023;</li> <li>24. 10:00 AEDT to 22:00 AEDT Wednesday 22<sup>nd</sup> November 2023;</li> <li>25. 10:00 AEDT to 22:00 AEDT Thursday 23<sup>rd</sup> November 2023;</li> <li>26. 10:00 AEDT to 22:00 AEDT Friday 24<sup>th</sup> November 2023;</li> <li>27. 10:00 AEDT to 22:00 AEDT Saturday 25<sup>th</sup> November 2023; and</li> <li>28. 10:00 AEDT to 22:00 AEDT Sunday 26<sup>th</sup> November 2023.</li> </ol>
Item 8	Eligibility criteria	<p>To participate in the Promotion, you must:</p> <ol style="list-style-type: none"> <li>a. be 18 years of age or older;</li> <li>b. be an Australian resident; and</li> <li>c. not be excluded (self-excluded or otherwise) from participation in the game of Keno or from a Participating Venue.</li> </ol> <p>The Promoter reserves the right to request proof of eligibility, including photograph identification.</p> <p><b>(Eligible Entrant)</b></p>

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<b>Item 9</b>	<b>How to enter</b>	<p>1. Subject to Item 9(2), to receive <b>one</b> (1) entry into a Promotion Period, an Eligible Entrant must, during that Promotion Period, purchase a Keno ticket to the value of \$10.00 or more from a Participating Venue (<b>Qualifying Entry</b>).</p> <p>2. The following purchases are not a Qualifying Entry:</p> <p>(a) a Keno ticket purchased that is subsequently cancelled; or</p> <p>(b) a Keno ticket purchased outside of a Promotion Period.</p> <p>3. For the avoidance of doubt, subject to compliance with these Terms and Conditions an Eligible Entrant will hold a Qualifying Entry even if the Qualifying Entry does not win a prize in the corresponding Keno Game.</p> <p>For the purpose of this Item, "Keno Game" means the competition styled "Club Keno" or "Keno" conducted under the Public Lotteries Act 1996 (NSW) by the Promoter.</p>																																													
<b>Item 10</b>	<b>Maximum Number of Entries</b>	<p>There is no limit as to the number of Qualifying Entries that may be made in the Promotion.</p> <p>A Qualifying Entry is only eligible to win one (1) Prize. Multiple prizes will not be awarded for a single Qualifying Entry.</p>																																													
<b>Item 11</b>	<b>How to win</b>	<p>Winners will be determined as follows:</p> <p>(a) The Keno host software (<b>Keno Host</b>) will be configured to randomly select (on a daily basis) at least one (1) Keno Game during each Promotion Period (<b>Selected Keno Games</b>).</p> <p>(b) From each Keno Selected Game, the Keno Host will determine 1 or more Qualifying Entries.</p> <p>(c) Qualifying Entries selected in accordance with Item 11(b) will be a Winner.</p> <p>For the purpose of this Item, Keno Game means the competition styled "Club Keno" or "Keno" conducted under the Public Lotteries Act 1996 (NSW) by the Promoter.</p>																																													
<b>Item 12</b>	<b>Draw details</b>	<p>The Selected Keno Games will be determined at the commencement of each Promotional Period.</p> <p>The Keno Host will select Winner/s on the commencement of each Selected Keno Game.</p> <p>The Keno Host system is located at NextDC Brisbane, 454 St Pauls Terrace, Fortitude Valley, Brisbane, Queensland 4006</p>																																													
<b>Item 13</b>	<b>Prize/s</b>	<p>There are eight (8) tiers of prizes available to be won across all Promotion Periods. The prize/s available for each Promotion Period and each Selected Keno Game will be selected at random in accordance with Item 11 by the Keno Host.</p> <table border="1"> <thead> <tr> <th><b>Tier</b></th> <th><b>Prize Value (AUD)</b></th> <th><b>Weekly Quantity</b></th> <th><b>Total Quantity</b></th> <th><b>Total Value (AUD)</b></th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td>\$10,000</td> <td>1</td> <td>4</td> <td>\$40,000</td> </tr> <tr> <td><b>2</b></td> <td>\$1,000</td> <td>7</td> <td>28</td> <td>\$28,000</td> </tr> <tr> <td><b>3</b></td> <td>\$500</td> <td>35</td> <td>140</td> <td>\$70,000</td> </tr> <tr> <td><b>4</b></td> <td>\$100</td> <td>140</td> <td>560</td> <td>\$56,000</td> </tr> <tr> <td><b>5</b></td> <td>\$50</td> <td>385</td> <td>1,540</td> <td>\$77,000</td> </tr> <tr> <td><b>6</b></td> <td>\$20</td> <td>1,750</td> <td>7,000</td> <td>\$140,000</td> </tr> <tr> <td><b>7</b></td> <td>\$10</td> <td>7,000</td> <td>28,000</td> <td>\$280,000</td> </tr> <tr> <td><b>8</b></td> <td>\$5</td> <td>15,456</td> <td>61,824</td> <td>\$309,120</td> </tr> </tbody> </table>	<b>Tier</b>	<b>Prize Value (AUD)</b>	<b>Weekly Quantity</b>	<b>Total Quantity</b>	<b>Total Value (AUD)</b>	<b>1</b>	\$10,000	1	4	\$40,000	<b>2</b>	\$1,000	7	28	\$28,000	<b>3</b>	\$500	35	140	\$70,000	<b>4</b>	\$100	140	560	\$56,000	<b>5</b>	\$50	385	1,540	\$77,000	<b>6</b>	\$20	1,750	7,000	\$140,000	<b>7</b>	\$10	7,000	28,000	\$280,000	<b>8</b>	\$5	15,456	61,824	\$309,120
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<b>Item 14</b>	<b>Total number and value of prizes</b>	<p>There are Ninety-Nine Thousand and Ninety-Six (99,096) Prizes to be awarded across all Promotion Periods. The total value of the prize pool across all Promotion Periods is \$1,000,120.</p>																																													
<b>Item 15</b>	<b>Notification of Winners</b>	<p>Eligible Entrants must scan their Qualifying Entry at a self service terminal, via the Keno App or with an operator to determine if they are a Winner. Winners will be notified via messaging on the operator terminal, self-service terminal or via the Keno App after scanning.</p>																																													

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<b>Item 16</b>	<b>How to claim a prize</b>	<p>Each Winner must claim a Prize within 12 months' of the relevant Promotion Period.</p> <p>A Winner may claim their Prize:</p> <ul style="list-style-type: none"> <li>(a) by scanning their Qualifying Entry at a self service terminal located at a Participating Venue (<b>Self Service Terminal</b>) and following the screen prompts to obtain a cash voucher; or</li> <li>(b) by requesting a Keno operator at a Participating Venue to scan their Qualifying Entry and requesting payment (<b>Keno Operator Terminal</b>); or</li> <li>(c) by scanning their Qualifying Entry via the Keno App and electing to deposit the Prize into their Keno Account.</li> </ul> <p>For the purpose of this item, "Keno Account" means an account held with the Promoter in accordance with the Keno Online Account Terms and Conditions available on the Promoter's website.</p>
<b>Item 17</b>	<b>Prize delivery</b>	<p>The method of Prize delivery will be dependent on how the Winner has elected to claim their Prize.</p> <ul style="list-style-type: none"> <li>(a) If a Prize is claimed via a Self Service Terminal, the Winner must take the cash voucher to a Keno Operator Terminal for payment.</li> <li>(b) If a Prize is claimed via a Keno Operator Terminal, the Winner will receive payment of the Prize from the operator up to the Participating Venue's advertised cash payout limit. Amounts exceeding the Participating Venue's cash payout limit will be paid directly to the Winner by the Promoter within 3 weeks by way of crossed cheque.</li> <li>(c) If a Prize is claimed via the Keno App, the Winner can elect to withdraw their funds to a linked bank account*.</li> </ul> <p>* The Winner must have satisfied the Promoter's identity verification requirements in order to withdraw funds from a Keno Account to a linked bank account via the Keno App (refer to the Keno Online Account Terms and Conditions).</p>
<b>Item 18</b>	<b>Prize specific conditions</b>	Not Applicable.
<b>Item 19</b>	<b>Unclaimed prize draw details</b>	Unclaimed prizes will be dealt with as unclaimed prize money pursuant to the <i>Public Lotteries Act 2007</i> (NSW).
	<b>Promoter's Website and contact phone number</b>	<a href="http://www.keno.com.au">www.keno.com.au</a> PH: 03 9868 2494
	<b>Authorised under</b>	NSW TP/01890

## 1. General

- 1.1. These Terms and Conditions govern your participation in the Promotion and must be read together with:
  - a. the 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 Promotional Period. If the Promoter reasonably considers that such a change 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 10.2(c) 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 6.8 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 (available at [www.thelotterycorporation.com/privacy](http://www.thelotterycorporation.com/privacy)) 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 entry

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 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.