

TERMS AND CONDITIONS KENO – WIN A MUSTANG

1. General Entry

- 1.1 Information on how to enter the promotion described in **Item 1** of the Schedule (**Promotion**), conducted at the venue or venues described in **Item 2** of the Schedule (each, a **Participating Venue or Channel**), and the terms and conditions of the Promotion are set out below and in the Schedule (**Terms and Conditions**).
- 1.2 The promoter's details are set out in Item 3 of the Schedule (**Promoter**).
- 1.3 Entry to the Promotion is open to participants who:
- (a) meet the Eligibility Criteria specified in **Item 4** of the Schedule;
 - (b) are aged 18 years and over who have NOT been excluded (whether self-excluded or otherwise) from a Participating Venue or Channel;
 - (c) participate in any Keno Classic or Keno Mega Millions at a Participating Venue or Channel by purchasing an entry into a Jackpot Game:
 - 7 Spot ticket;
 - 8 Spot ticket;
 - 9 Spot ticket;
 - 10 Spot ticket
 - Keno Superplays;
 - Keno Kwikpik;
 - Ways/Combination Bets
 - (d) reside in an Australian State or Territory where participation in Keno offered by the Promoter is legal;
 - (e) are not directors, officers and employees of the Promoter and its related bodies corporate;
 - (f) are not directors, officers and employees of contractors to the Promoter;
 - (g) are not immediate family of (e) or (f);
 - (h) are not residents of South Australia or New Zealand; and
 - (i) are not participating in Keno using a Keno NSW in-venue mobile App account.

(Eligible Participant).

For the purposes of these Terms and Conditions, the term "**immediate family**" means spouse (including de facto), parent, stepparent, grandparent, sibling, half sibling, child, stepchild and grandchild.

For the purposes of these Terms and Conditions, Heads or Tails, 1-6 and 15, 20 and 40 number games, Heads or Tails Margins, Roulette, and Racing **are not** Jackpot Games.

- 1.4 By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions.
- 1.5 Anyone who is not an Eligible Participant is not eligible to participate in the Promotion.

2. Term of Promotion

The Promotion commences and ends on the dates and times specified in **Item 5** of the Schedule (**Promotion Period**).

3. How to Enter

- 3.1 To enter the Promotion, an Eligible Participant must, during the Promotion Period satisfy the entry requirements set out in **Item 6** of the Schedule.
- 3.2 Any Eligible Participant who complies with clause 3.1 is an Eligible Entrant.

4. Selection of Winner

One or more Eligible Entrants will be selected as the winner or winners of the Promotion, depending on the number of Prizes available to be won, using the process described in **Item 7** of the Schedule (**Winner**) at the address specified in **Item 7** of the Schedule on the time and date specified in **Item 8** of the Schedule (**Prize Draw**).

5. The Prize

5.1 The Prize

- (a) The Winner will receive the prize described in **Item 9** of the Schedule (**Prize**). The total number of Prizes available to be won throughout the Promotion is specified in **Item 10** of the Schedule.
- (b) If the Prize is unavailable the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal or greater value and/or specification (subject to relevant State regulations).
- (c) The Winner must claim the Prize in accordance with **Item 11** of the Schedule.

5.2 Prize Specific Conditions

- (a) 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 unless stipulated in Item 9, and is subject to any prize specific conditions specified in **Item 12** of the Schedule.
- (b) 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 11** of the Schedule, then the Prize will be deemed to have been forfeited by that Winner. In that instance, an Unclaimed Prize Draw will be conducted in accordance with clause 11.

6. Prize Winner Notification

The Promoter will endeavour to notify the Winner that they have won the Prize by email by the date specified in **Item 13** of the Schedule.

7. Delivery of Prize

The Promoter will deliver the Prize to the Winner within the timeframe and according to the method specified in **Item 14** of the Schedule.

8. Tax Issues

Any taxes which may be payable as a consequence of the 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 and encourages each Winner to seek independent financial and tax advice.

9. Exclusion of Liability

- 9.1 While the Promoter will use all reasonable endeavours to arrange the delivery of the Prize in accordance with clause 7, 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, 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 or Prize value to that stated in these Terms and Conditions;
 - (e) any tax implications;
 - (f) the cancellation or postponement of an event which constitutes a Prize; and/or
 - (g) a Prize or use of a Prize.
- 9.3 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).
- 9.4 Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

10. Use of Personal Information / Marketing

- 10.1 The Promoter will collect, use and disclose an Eligible Entrant'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 Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Eligible Entrant (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.
- 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 for any purpose to which the Eligible Entrant has previously consented including but not limited to future promotional, marketing and publicity purposes;
 - (c) the Promoter and Participating Venue 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 at the details in **Item 3** and the Participating Venue at the details in **Item 2**; 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 3**.
- 10.3 Eligible Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

11. Unclaimed Prize Draw

- 11.1 If a Prize is not claimed by the Winner by the date specified in **Item 11** of the Schedule, an unclaimed prize draw will be conducted on the date and time specified in **Item 15** of the Schedule at the address

specified in **Item 7** of the Schedule, subject to any written directions from any regulatory authority (**Unclaimed Prize Draw**).

- 11.2 The Unclaimed Prize Draw will be conducted in the same manner as under clause 4 and **Item 7** of the Schedule, with all Eligible Entrants (except for the Winner) eligible for the Unclaimed Prize Draw. The Promoter will endeavour to notify the winner of the Unclaimed Prize Draw (**Supplementary Winner**) by phone and email by the date specified in **Item 16** of the Schedule.
- 11.3 In the event that for any reason, the Supplementary Winner does not accept the Prize by the date specified in **Item 17** of the Schedule, then the Prize will be forfeited by the Supplementary Winner and there will not be any further unclaimed prize draws carried out by the Promoter, and no Prize will be awarded.

12. General Conditions

- 12.1 The Promoter, its employees, officers, agents, and its related bodies corporate are not responsible for and will not be liable for:
- (a) any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
 - (b) any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by a Prize or resulting from acceptance, possession, use, or misuse of a Prize, or from participation in the Promotion or downloading material from any website operated by the Promoter; or
 - (c) any printing or typographical errors in any materials associated with the Promotion.
- 12.2 The Promoter reserves the right, in its sole discretion, to:
- (a) cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention or other causes beyond the reasonable control of the Promoter;
 - (b) disqualify and refuse to award a Prize to any Eligible Entrant who engages in offensive, illegal or objectionable conduct in respect of this Promotion or otherwise brings the Promotion and/or the Promoter into disrepute (as determined by the Promoter);
 - (c) disqualify and refuse to award a Prize to any Eligible Entrant who tampers with the entry process, submits an entry that is not in accordance with these Terms and Conditions or breaches these Terms and Conditions;
 - (d) cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and
 - (e) request that the Winner or Supplementary Winner (as applicable) provides proof of age, identity or proof of residency at the nominated Prize delivery address.
- 12.3 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.
- 12.4 It is a condition of accepting a Prize that the Winner or Supplementary Winner (as applicable) may be required to 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.
- 12.5 Decisions of the management of the Promoter are final. 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, subject to any regulator direction to the contrary, such decision will be final and binding.
- 12.6 In the event that the Winner or Supplementary Winner (as applicable) is identified as a minor, self-excluded patron, involuntarily excluded patron or any other person who is in breach of these Terms and Conditions (the **Refused Winner**), the Promoter reserves the right to refuse to allow the Winner or Supplementary Winner (as applicable) to take part in, or receive, any or all aspects of a Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.

12.7 These Terms and Conditions are governed by and must be construed in accordance with the laws in force in the jurisdiction specified in **Item 18**. 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.

SCHEDULE			
Item 1	Promotion	Keno Win a Mustang	see clause 1.1
Item 2	Participating Venue or Channel	<p>(a) All Keno retail venues in New South Wales, the Australian Capital Territory (ACT), Queensland, and Victoria; and</p> <p>(b) Online for customers registered with Tabcorp ACT Pty Ltd who play via keno.com.au and/or the Keno App in the ACT.</p>	see clause 1.1
Item 3	Promoter	<p>Tabcorp ACT Pty Ltd in the Australian Capital Territory</p> <p>Keno (QLD) Pty Ltd in Queensland</p> <p>Keno (NSW) Pty Ltd & Club Keno Holdings Pty Ltd in New South Wales</p> <p>Tabcorp Investments No. 5 Pty Ltd in Victoria</p>	see clause 1.2
Item 4	Eligibility Criteria	<p>To be eligible to enter the Promotion, an Eligible Participant must, during the Promotion Period:</p> <p>(a) Purchase a Keno ticket for a Jackpot Game from a Keno Self Service Terminal, or an Operator Terminal, or online via the Keno App at a Participating Venue or Channel,</p> <p>(b) For the avoidance of doubt, all other Keno tickets, are not Qualifying Keno Tickets and are ineligible to win a Prize.</p> <p>(c) There is no limit to the number of Entries per Eligible Entrant.</p> <p>(d) Each Eligible Entrant who wins a Jackpot during the Promotional Period by matching all their Keno numbers on their Qualifying Keno Ticket (Jackpot Win) will be eligible to go into the draw to win a Prize, subject to these Terms and Conditions (Winner).</p> <p>(e) To go into the draw, the Winner must, during the Promotional Period, scan their Qualifying Keno Ticket at a Self Service Terminal or via the Keno Operator at the Operator Terminal and inform the Keno Operator of their Jackpot Win (Prize Claim).</p> <p>(f) If more than one Eligible Entrant wins the Jackpot during the Promotional Period, both winners will be eligible to go into the draw</p> <p>(g) If an Eligible Entrant wins more than one Jackpot on one ticket, one entry will be submitted for each Jackpot Win</p> <p>(h) When a Jackpot Winner informs a Keno Operator of their Jackpot Win, the Keno Operator will contact Tabcorp's Service Support Centre (SSC) to confirm the Jackpot Win was for a game played on a Qualifying Keno Ticket. Upon confirmation that the ticket is a Qualifying Keno Ticket and that the Eligible Entrant is a Jackpot Winner, SSC will capture the Winner's details from the Keno Operator including name, address and telephone number.</p> <p>(i) The SSC will notify Keno Sales & Marketing team at Level 19, Tower 2, 727 Collins Street, Docklands VIC 3008 of the Winner's details and add the Jackpot Winner to the Prize Draw.</p>	see clause 1.3
Item 5	Promotion Period	<p>Promotion Commencement: 00:00:01 [AEST] on Monday, 3 June 2019.</p> <p>Promotion End: 11:59:59 [AEST] on Sunday, 30 June 2019.</p>	see clause 2

Item 6	Entry Requirements	To enter the Promotion, an Eligible Participant must during the Promotion Period purchase a Qualifying Keno Ticket and complete all the steps outlined in Item 4.	see clause 3.1
Item 7	Selection of Winner and location of Prize Draw	<p>a) A Winner will be selected by random generated electronic draw.</p> <p>b) Location of Prize Draw: Level 19, Tower 2, 727 Collins Street, Docklands, Victoria 3008</p> <p>c) Under the supervision of an independent scrutineer.</p>	see clause 4
Item 8	Time and date of Prize Draw	11:00:00 [AEST] on Monday, 1 July 2019	see clause 4
Item 9	Prize	<p>(a) The Prize for the Promotion is a Ford Mustang 5.0L V8 10 Speed, Automatic Fastback Red (or another colour at the Promoter's absolute discretion) valued at up to \$74,192.25 (Prize) provided by a car dealer of the Promoter's choice; OR</p> <p>(b) if the Prize Winner notifies the Promoter within 7 days of claiming the Prize that he/she would prefer cash <i>instead of</i> Prize, the Prize may be exchanged for \$50,000 cash (Cash Prize).</p>	see clause 5.1(a)
Item 10	Total Number of Prizes	There is a total of one (1) Prize to be won.	see clause 5.1(a)
Item 11	Method and time frame for claiming a Prize	<p>The Winner must claim the Prize within 3 months after the relevant Prize Draw. If, after making reasonable efforts, the Promoter cannot contact the Winner or the Winner as not claimed the Prize, within 3 months after the Prize Draw, the Winner will be deemed to have forfeited any entitlement to the Prize.</p> <p>(a) Time of Unclaimed Prize Draw: 11:10:00 [AEST] on 1 October 2019.</p> <p>(b) Location of Unclaimed Prize Draw: Level 19, Tower 2, 727 Collins Street, Docklands, Victoria 3008</p>	See clause 5.1(c)
Item 12	Prize specific conditions	The Prize, including specifications outlined at Item 9, are subject to availability and provided "as is" by a car dealer of the Promoter's discretion. In the alternative, the Cash Prize is awarded "as is".	see clause 5.2(a)
Item 13	Notification of Winner	The Winner will be notified by or on behalf of the Promoter that they have won a Prize within 2 days of the Prize Draw by email at the details provided with the entry.	see clause 6
Item 14	Timeframe and delivery method of Prize	The Prize will be delivered to the Winner. If the Winner elects to redeem the Cash Prize instead of the Prize, the Cash Prize will be paid either by cheque posted to the Winner or by electronic funds transfer to an Australian bank account nominated by the Winner.	
Item 15	Date and time of Unclaimed Prize Draw	3 months after the date specified in Item 11.	see clause 11.1
Item 16	Notification of Supplementary Winner	The Winner will be notified by or on behalf of the Promoter that they have won a Prize within 2 days of the Prize Draw.	see clause 11.2
Item 17	Acceptance date for Supplementary Winner	If, after making reasonable efforts, the Promoter cannot contact the Supplementary Winner within 3 months after the Unclaimed Prize Draw, the Supplementary Winner will be deemed to have forfeited any entitlement to the Prize.	see clause 11.3
Item 18	Jurisdiction	New South Wales, Australian Capital Territory, Victoria, and Queensland	see clause 12.7
Item 19	Permit numbers	NSW Permit Number LTPS/19/34776 ACT Permit Number 19-34776	