

TERMS AND CONDITIONS KENO – WIN A MUSTANG

PROMOTIONAL PERIOD and PROMOTER

1. Information on how to enter the “Win a Mustang” promotion (**Promotion**) forms part of these terms and conditions (**Terms and Conditions**). The Promotion comprises of a one-off Prize draw, as described below in these Terms and Conditions.
2. The Promotion commences at 4:30am AEST on Tuesday 1 June 2018 and ends at 5:00am AEST on Sunday 1 July 2018, subject to the dates of the Prize draw outlined in clause 10 below (**Promotional Period**).
3. Tabcorp ACT Pty Ltd (ACN 167 957 002) is the promoter of the Promotion in the Australian Capital Territory, Keno (NSW) Pty Ltd (ACN 003 992 327) is the promoter of the Promotion in New South Wales, Keno (QLD) Pty Ltd (ACN 071 366 446) is the promoter of the Promotion in Queensland and Tabcorp Investments No 5 Pty Ltd (ACN 105 341 366) is the promoter of the Promotion in Victoria (together, the **Promoter**). The address of the Promoter is Level 21, Tower 2, 727 Collins Street, Docklands Victoria 3008.

ELIGIBILITY

4. In order to participate in the Promotion, persons must be:
 - (a) 18 years of age or over;
 - (b) an Australian resident in the Australian Capital Territory, New South Wales, Queensland or Victoria;
 - (c) a Keno customer; and
 - (d) must satisfy the entry requirements stated in these Terms and Conditions, (an **Eligible Participant**).
5. By entering and/or participating in the Promotion, each Eligible Participant agrees to abide by these Terms and Conditions.
6. Directors, management and employees of the Promoter or its related bodies corporate, 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

7. To enter into the Promotion, an Eligible Participant must, during the Promotional Period:
 - (a) purchase, play and win the 7, 8, 9 or 10 Spot Jackpot within the Promotional Period (**Qualifying Keno Ticket**) at a participating venue from a Keno Self Service Terminal or an Operator Terminal (**Entry**);
 - (b) Each Eligible Entrant who wins a Jackpot during the Promotional Period by matching all of 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
 - (c) For the avoidance of doubt, the following Keno ticket types are **not** Qualifying Keno Tickets for the purposes of this promotion:
 - i Heads or Tails,

- ii 1-6 and 15, 20 & 40 number games,
- iii Heads or Tails Margins;
- iv Roulette;
- v Racing,

each of the above not being eligible for entry into this Promotion.

- (d) After completing a valid Entry due to winning a Jackpot with a Qualifying Keno Ticket, the Eligible Participant must, during the Promotional Period, scan their Qualifying Keno Ticket at the Keno Operator Terminal and inform the Keno Operator of their jackpot win (after which the entry becomes a **Qualifying Entry**).
- (e) 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
- (f) If more than one Eligible Entrant wins the Jackpot during the Promotional Period, both winners will be eligible to go into the draw
- (g) If an Eligible Entrant wins more than one Jackpot on one ticket, one entry will be submitted for each Jackpot Win
- (h) All Qualifying Entries will also go into the draw for the Prize.
- (i) The number of Qualifying Entries per Eligible Participant is subject to the following:
 - i only Qualifying Entry permitted per Qualifying Keno Ticket; and
 - ii each entry must be in accordance with the entry requirements.

PRIZES

- 8. The total prize pool is \$66,011.84 (including GST).

Prize Details

- 9. The Prize for the Promotion is:
 - a one FORD MUSTANG 5.0L TiVCT V8 6SPEED AUTOMATIC FASTBACK MODEL NO:SFMX9A1 (2017) Race Red Paint / EBONY LEATHER Trim (**Mustang**) valued at up to \$66,011.84 (value may vary depending on delivery state/territory); OR
 - b if the Prize winner notifies the Promoter (within 14 days of the Prize draw) that he/she would prefer cash *instead of* the Mustang, \$50,000 cash.(the **Prize**)

PRIZE DRAW

Prize Winners

- 10. The Prize winner will be drawn by random computerised draw of Qualifying Entries on Monday 9 July 2018 at 11am at the Zinc Group, Level 4 / 48 Chippen Street, Chippendale NSW 2008 Australia, via a random generated electronic draw operated by Zinc Group.
- 11. The Prize winner will be notified using the contact details provided for the Qualifying Entry within 4 days of the Prize draw. The Prize Winner must then claim the prize by contacting the Promoter to accept the Prize within 2 weeks of notification.

12. If applicable, any colour, specification and options relating to the Mustang will be at the sole discretion of the Prize supplier. If a Prize winner selects to receive the Mustang he/she may indicate a preference for colour, specification or options. Any additional costs associated with such preferences shall be the sole responsibility of the Prize winner.
13. If the Prize Winner has not claimed the Prize within two (2) weeks of notification, the Prize Winner will be deemed to have forfeited any entitlement to the Prize. If required, a redraw will occur at 10:00am AEST on 10 September 2018 at the Zinc Group, Level 4 / 48 Chippen Street, Chippendale NSW 2008 Australia. The redraw winner will be selected in the same way as the prize winner was selected in the original Prize draw. The prize redraw winner will be notified that they have won the Prize by email at the details provided with the Qualifying Entry.

General information on Prizes

14. There will be no compensation payable if a Prize winner is unable to use their prize.
15. 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 Prize, in which case a redraw under clause 13 will apply.
16. Unless otherwise stated in these Terms and Conditions, all costs associated with a Prize and other ancillary costs are the responsibility of the Prize winner.

GENERAL

17. The prize must be taken as offered, cannot be varied or transferred and may be subject to additional terms and conditions of the Prize supplier. 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 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).
18. 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.
19. Information on how to enter forms part of these Terms and Conditions. Participation in the Promotion by an Eligible Participant (and acceptance of a prize by a winner) confirms their acceptance of the Terms and Conditions governing the Promotion.
20. The Promoter reserves the right, at any time, to:
 - a. request a winner provide proof of age and identity prior to awarding a prize;
 - b. verify the validity of entries and Eligible Participants (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 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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Printing errors or other quality control matters will not invalidate an otherwise valid prize claim.
30. 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 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.

31. 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.
32. 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.
33. Any enquiries should be directed to the Promoter.
34. 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.
35. ACT Permit Number TP 18/00843.1
36. NSW Permit Number LTPS/18/24705.