

**PROMOTIONAL TERMS AND CONDITIONS**  
**Keno Win a TV & Entertainment Pack**

<b>Item</b>	<b>Title</b>	<b>Term/Condition</b>
Item 1	<b>Promotion name</b>	Keno Win a TV & Entertainment Pack
Item 2	<b>Other T&amp;Cs relevant to this Promotion</b>	n/a
Item 3	<b>Type of promotion</b>	Trade Promotion
Item 4	<b>Jurisdiction</b>	<ul style="list-style-type: none"> <li>▪ Queensland in retail venues</li> <li>▪ New South Wales (<b>NSW</b>) in retail venues</li> <li>▪ Australian Capital Territory (<b>ACT</b>) through keno.com.au or the Keno app (<b>Digital Channel/s</b>) and in retail venues</li> <li>▪ Victoria in retail venues</li> </ul>
Item 5	<b>Promoter</b>	<p><b>Tabcorp Holdings Limited</b> for and on behalf of its subsidiaries:</p> <ul style="list-style-type: none"> <li>▪ for participants in Queensland: Keno (QLD) Pty Ltd (ACN 071 366 446) (<b>Keno QLD</b>)</li> <li>▪ for participants in NSW: Keno (NSW) Pty Ltd (ACN 003 992 327) (<b>Keno NSW</b>)</li> <li>▪ for participants in ACT or participating through Digital Channels: Tabcorp ACT Pty Ltd (ACN 167 957 002) (<b>Keno ACT</b>)</li> <li>▪ for participants in Victoria: Tabcorp Investments No. 5 Pty Ltd (ACN 105 341 366) (<b>Keno VIC</b>)</li> </ul>
Item 6	<b>Participating Channel/s</b>	Retail venues in the Jurisdiction/s ( <b>Retail Venue/s</b> ) and Digital Channels
Item 7	<b>Promotion Period</b>	<p>12:00am AEDT on Sunday, 31 January 2021 to 11:59pm AEDT on Saturday, 27 February 2021.</p> <p>There are four (4) <b>Weekly Promotional Windows</b> during the Promotion Period:</p> <ol style="list-style-type: none"> <li>a. <b>First Promotional Window:</b> 12:00am AEDT on 31 January 2021 to 11:59pm AEDT on 6 February 2021.</li> <li>b. <b>Second Promotional Window:</b> 12:00am AEDT on 7 February 2021 to 11:59pm AEDT on 13 February 2021.</li> <li>c. <b>Third Promotional Window:</b> 12:00am AEDT on 14 February 2021 to 11:59pm AEDT on 20 February 2021.</li> <li>d. <b>Fourth Promotional Window:</b> 12:00am AEDT on 21 February 2021 to 11:59pm AEDT on 27 February 2021.</li> </ol>
Item 8	<b>Eligibility criteria</b>	<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;</li> <li>c. not be excluded (self-excluded or otherwise) from participation in the game of Keno or from a retail venue;</li> <li>d. satisfy the entry requirements stated in these Promotional Terms and Conditions.</li> </ol> <p><b>(Eligible Entrant)</b></p> <p>The Promoter reserves the right to request proof of eligibility, including photograph identification.</p>

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Item 9	<b>How to enter</b>	<p>An Eligible Entrant must, during the Promotion Period:</p> <ol style="list-style-type: none"> <li>a. Spend \$10.00 or more on the purchase of a Keno ticket at a Participating Channel (<b>Qualifying Keno Ticket</b>). The following are not Qualifying Keno Ticket/s: <ol style="list-style-type: none"> <li>i. A Keno ticket purchased with Keno Reward Dollars, Keno Reward Games, and/or in conjunction with any other offer is not a Qualifying Keno Ticket;</li> <li>ii. A Keno ticket purchased in a Retail Venue that is subsequently cancelled; and/or</li> <li>iii. A Keno ticket purchased outside of the Promotion Period.</li> </ol> </li> <li>b. If the Qualifying Keno Ticket is purchased from a Retail Venue, the Eligible Entrant must visit win.keno.com.au (<b>Promotion Website</b>) and complete the entry form registering: <ol style="list-style-type: none"> <li>i. his or her full name, email address, and telephone number;</li> <li>ii. the value of the Qualifying Keno Ticket;</li> <li>iii. the Retail Venue;</li> <li>iv. the serial number of the Qualifying Keno Ticket; and</li> <li>v. any further information required of the entry form.</li> </ol> </li> <li>c. If the Qualifying Keno Ticket is purchased through a Digital Channel, an Eligible Entrant is required to opt into the Promotion, which will enter the first three (3) Qualifying Keno Tickets purchased per day into the relevant prize draw for the Weekly Promotional Window whenever a Qualifying Keno Ticket is purchased.</li> </ol> <p>Where an Eligible Entrant completes step a. plus either step b. or c., he or she will receive one (1) entry into the draw to win the Prize for the Weekly Promotional Window in which the Qualifying Keno Ticket was purchased.</p>
Item 10	<b>Maximum Number of Entries</b>	<p>A Qualifying Keno Ticket is only eligible for one (1) Qualifying Entry per Eligible Entrant. If the Qualifying Keno Ticket is purchased via a Digital Channel, a maximum of three (3) Qualifying Keno Tickets can be entered per day with unique Qualifying Keno Tickets. However, an Eligible Entrant may only win once during the Promotion.</p>
Item 11	<b>How to win</b>	<p>All Qualifying Entries, irrespective of the method of purchase) will only be entered into the relevant Weekly Promotional Window during which the Qualifying Keno Ticket was entered and will not carry on into any subsequent draw.</p> <p>For each Weekly Promotional Window, the Promoter will conduct a computerised randomly generated barrel draw to award a Prize.</p> <p>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.</p>
Item 12	<b>Draw details</b>	<p>All Prizes will be drawn at 11:00am AEDT on the Monday following the conclusion of the previous Weekly Promotional Window.</p> <p>All Prizes will be drawn by The Zinc Group, Level 4, 48 Chippen Street, Chippendale NSW 2008.</p>
Item 13	<b>Prize/s</b>	<p>Two (2) Prize Packs will be awarded during each Weekly Promotional Window.</p> <p>The Prize Pack consists of:</p> <ul style="list-style-type: none"> <li>▪ 1 x Hisense 75" ULED 4K SERIES Q8 – RRP \$3,699.00</li> <li>▪ 1 x Hisense 3.1 SOUND BAR – HS312 – RRP \$699.00</li> <li>▪ 2 x Sony Wireless Noise Cancelling Headphones WH-1000XM4 – RRP \$499.00</li> <li>▪ 1 x Fetch Mighty TV box – RRP \$449.00</li> <li>▪ 1 x Netflix Voucher – RRP \$150</li> <li>▪ 1 x Stan Voucher – RRP \$150</li> <li>▪ 1 x Kayo Voucher – RRP \$150</li> <li>▪ 1 x Amazon Prime Voucher – RRP \$150</li> <li>▪ 2 x Spotify Voucher (valued at \$72 each) – RRP \$144</li> <li>▪ \$3,500 gift card for one of Australia's leading consumer technology and home appliance retailers</li> </ul> <p><b>(Prize Pack)</b></p>
Item 14	<b>Total number and value of prizes</b>	<p>There are eight (8) Prize Packs, with a total value of \$80,712.00 RRP.</p>

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<b>Item</b>	<b>Title</b>	<b>Term/Condition</b>
Item 15	<b>Notification of Winners</b>	Prize 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.  Prize Winners' details will be published at keno.com.au.
Item 16	<b>How to claim a prize</b>	A Prize Winner will receive email correspondence to the address supplied in the entry with instructions as to how to claim the Prize Pack.  A Prize 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	<b>Prize delivery</b>	After a Prize Winner has accepted his or her prize, the Prize Pack will be delivered to the Prize Winner's nominated delivery address within four (4) weeks.
Item 18	<b>Prize specific conditions</b>	No part of a Prize Pack is redeemable for cash. Vouchers are subject to terms and conditions.
Item 19	<b>Unclaimed prize draw details</b>	(a) Unclaimed Prize Draw: any Unclaimed Prize Draw will occur on or about four (4) weeks after the relevant Draw. (b) Location: The Zinc Group, Level 4, 48 Chippen Street, Chippendale NSW 2008. (c) Winner of unclaimed prize will be notified by email or telephone within 5 business days following the relevant Unclaimed Prize Draw.
	<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 Authority: TP/00157 ACT Permit: ACT TP 20/01702

## 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 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.