

TERMS AND CONDITIONS
KENO – SMART HOME PROMOTION

PROMOTIONAL PERIOD and PROMOTER

1. The “Keno Smart Home” Promotion (**the Promotion**) will commence at 12:00am on 2 February 2020 [AEDT] and end at 11:59pm on 29 February 2020 [AEDT] (**the Promotional Period**).
2. The promoter in:
 - i. New South Wales, is Keno (NSW) Pty Ltd (ACN 003 992 327);
 - ii. Queensland, is Keno (QLD) Pty Ltd (ACN 071 366 446);
 - iii. Victoria, is Tabcorp Investments No.5 Pty Ltd (ACN 105 341 366); and
 - iv. the Australian Capital Territory, is Tabcorp ACT Pty Ltd (ACN 167 957 002), of Level 21, Tower 2, 727 Collins Street, Docklands, Victoria 3008, telephone (03) 9218 1002 (collectively referred to, as relevant in each jurisdiction, as the **Promoter**).
3. The Promotion will be conducted by the Promoter at all physical retail venues located in the States of New South Wales, Queensland, Australian Capital Territory and Victoria (**Participating Venues**) as well as digital channels operated by the Promoter in the Australian Capital Territory via website or application (**Keno Online**).
4. The Promotion will be conducted in the following Australian states and territories: New South Wales, Australian Capital Territory, Western Australia, Northern Territory, Tasmania, Victoria and Queensland.

ELIGIBILITY

5. In order to participate in the Promotion, persons must:
 - i. be 18 years of age or over;
 - ii. be an Australian resident;
 - iii. not be excluded (self-excluded or otherwise) from participation in the game of Keno or from a Participating Venue; and
 - iv. satisfy the entry requirements stated in these terms and conditions (**Terms**). (collectively, an **Eligible Participant**).

HOW TO ENTER

6. To enter the Promotion, an Eligible Participant must, during the Promotional Period:
 - i. Spend \$10.00 or more on the purchase of any Keno ticket at a Participating Venue or via Keno Online (**Qualifying Keno Ticket**) to go in to the draw to win the weekly prize (**the Prize**) for the weekly promotional window (**the Weekly Promotional Windows**) in which the Qualifying Keno Ticket is purchased:
 1. Between 12:00am on 2 February 2020 [AEDT] and 11:59pm on 8 February 2020 [AEDT] (**the First Promotional Window**);
 2. Between 12:00am on 9 February 2020 [AEDT] and 11:59pm on 15 February 2020 [AEDT] (**the Second Promotional Window**);
 3. Between 12:00am on 16 February 2020 [AEDT] and 11:59pm on 22 February 2020 [AEDT] (**the Third Promotional Window**);
 4. Between 12:00am on 23 February 2020 [AEDT] and 11:59pm on 29 February 2020 [AEDT] (**the Fourth Promotional Window**);
 - ii. If the Qualifying Keno Ticket is purchased from a Participating Venue via a Self-Service Terminal or Operator Terminal (collectively, **In-Venue Terminals**):
 1. The Eligible Participant must log on to keno.com.au (**the Keno Website**);
 2. Register their personal details:
 - a. Full name;
 - b. Date of birth;
 - c. Email address;
 - d. telephone number;

3. Register the value of the ticket purchase and Participating Venue from which the ticket was purchased; and
4. Scan or manually enter the serial number of the Qualifying Keno Ticket; or
- iii. If the Qualifying Keno Ticket is purchased via Keno Online:
 1. Eligible Participants will be required to opt into the Promotion, which will automatically enter them into the relevant prize draw for the Weekly Promotional Window whenever an eligible/qualifying ticket is purchased
 2. A maximum of three (3) Qualifying Keno Tickets can be entered per day. (collectively, **Qualifying Entries**).
7. All Qualifying Entries will go into the draw to win the weekly prize as relevant to the Weekly Promotional Window in which the Qualifying Entries were made.
8. A Qualifying Keno Ticket is only eligible for one (1) Qualifying Entry per Eligible Participant.
9. A Qualifying Keno Ticket purchased during one particular Weekly Promotional Window is eligible for use in any other Weekly Promotional Window.
10. If a Qualifying Keno Ticket is purchased via an In-Venue Terminal and the relevant details are entered into the Keno Website, and that Qualifying Keno Ticket is subsequently cancelled, the Qualifying Keno Ticket will no longer be eligible for entry into the Promotion (**a Void Ticket**).
11. A Keno ticket will not be eligible for the Promotion if it was purchased outside of the Promotional Period.
12. By participating in the Promotion, each Eligible Participant agrees to these Terms.

PRIZES

13. All Prizes will be awarded in the Promotion.
14. The total cumulative value of a Prize is \$25,000.
15. The total cumulative value of all Prizes for this Promotion is \$100,000.

Prizes

16. A total of four (4) Prizes will be awarded in the Promotion.
17. A maximum of one (1) Prize may be won by an Eligible Participant (**a Prize Winner**) and they will not be eligible to win any further or additional Prizes.
18. Whilst multiple Qualifying Entries into the Promotion are permitted, a Prize Winner that has a Qualifying Entry drawn resulting in the award of a Prize will no longer be eligible to win the Prize with that same Qualifying Entry.
19. Unless otherwise stated in these Terms, all costs associated with the Prizes and other ancillary costs are the responsibility of the winner of the relevant Prize, including but not limited to insurance/s, taxes, fuel, maintenance and costs associated with taking delivery of the Prize (as relevant and as the case may be, subject to the Prize awarded).

The Prizes

20. For each of the First, Second, Third and Fourth Promotional Window, the Prize is five (5) x \$5,000 gift cards (from leading consumer technology and home appliance retailers, selected at the Promoter's discretion), to be confirmed by the weekly winner upon claiming their prize
21. The draw for the Prize in respect of the First Promotional Window will be conducted at 11.00am on 10 February 2020 [AEDT].
22. The draw for the Prize in respect of the Second Promotional Window will be conducted at 11.00am on 17 February 2020 [AEDT].
23. The draw for the Prize in respect of the Third Promotional Window will be conducted at 11.00am on 24 February 2020 [AEDT].
24. The draw for the Prize in respect of the Fourth Promotional Window will be conducted at 11.00am on 2 March 2020 [AEDT].

General information on Prizes

25. If the Promoter reasonably suspects that a Winner is not an Eligible Participant, has breached these Terms or has acted improperly to increase their chances of winning a Prize, the Promoter reserves the right to refuse to award the Prize.

SELECTION OF WINNER

26. 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.
27. For each Weekly Promotional Window, the Promoter will conduct a computerised randomly generated barrel draw to award a Prize.
28. 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.
29. All Prizes will be drawn at 11:00am [AEDT] on the Monday following the conclusion of the previous Weekly Promotional Window.
30. All Prizes will be drawn by The Zinc Group, Level 4, 48 Chippen Street Chippendale NSW 2008.

Prizes Winners

31. Within five (5) business days following the relevant prize draw, the Promoter will contact the relevant Prize Winners (as relevant to the draw conducted in respect of the preceding Weekly Promotional Window) by phone and e-mail.
32. Prize Winners will receive email correspondence to the address supplied in the winning Qualifying Entry to confirm acceptance of the relevant Prize. This email correspondence will also provide instructions in relation to how a Prize Winner may claim the relevant Prize.
33. The Prize Winner must claim the relevant Prize by way of written acceptance to the Promoter within three (3) weeks from the date of which the Promoter contacts the Prize Winner.
34. In the event that validation or verification of the relevant prize winner does not occur, or the winner does not claim their prize, a redraw will occur four (4) weeks following the initial draw for the relevant Weekly Promotional Window.
35. Details of Prize winners will be published at www.keno.com.au within the next 10 business days after the confirmation email has been sent to the Minor Prize Winner, for a period of at least 28 days after their respective Prize win dates.

GENERAL

36. 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 Guarantee**), 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).
37. The Promoter will not be responsible or liable if for any reason beyond its reasonable control a Prize is unavailable. The Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the 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.
38. Information on how to enter the Promotion, and the Prize itself, form 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.
39. Directors, management and employees of the Promoter or any of the Tabcorp group of companies or any venue or any agencies associated with the Promotion, and all members of their respective immediate families, are not eligible to enter in 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.
40. The Promoter reserves the right, at any time, to:
 - a) request the Winner provide proof of age and identity prior to awarding the Prize;
 - b) verify the validity of entries and Eligible Participant (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 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 the Prize.
 41. Identification considered suitable for verification is at the discretion of the Promoter. The Winner may be required to complete a statutory declaration to confirm their eligibility to accept the Prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
 42. 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.
 43. 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.
 44. 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.
 45. As a condition of accepting a Prize, the 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.
 46. 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.
 47. 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 Entrant 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. Eligible Participants should direct any request to access, update or correct their

Personal Information to the Promoter using the contact details set out above. All entry forms become the property of the Promoter.

48. 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.
49. 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.
50. Any taxes which may be payable as a consequence of the Winner receiving the Prize are the sole responsibility of the 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.
51. Any enquiries should be directed to the Promoter.
52. The laws of the state of New South Wales govern the Promotion. The Promoter and each Eligible Participant submits to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia in respect of all matters arising out of these Terms and Conditions.

State/Territory	Permit Number
ACT	TP 19/04702
NSW	LTPS 19/40209