

| PROMOTIONAL TERMS AND CONDITIONS Keno Golf Promotion | | |
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| Item | Title | Term/Condition |
| Item 1 | Promotion name | Keno Golf Promotion |
| Item 2 | Other terms and conditions relevant to this Promotion | N/A |
| Item 3 | Type of promotion | Trade Promotion |
| Item 4 | Jurisdiction | The Promotion will be conducted by the Promoter at participating physical retail venues located in the State of Victoria (Participating Venues). For full list of Participating Venues please refer to Annexure A. |
| Item 5 | Promoter | Keno: Victoria - Tabcorp Investments No. 5 Pty Ltd (ACN 105 341 366) (Keno VIC) |
| Item 6 | Participating channel | Retail |
| Item 7 | Promotion Period | Promotion will commence at 12:00am AEDT Sunday 28 th February 2021 and conclude at 11:59pm AEDT Saturday 27 th March 2021 |
| Item 8 | Eligibility criteria | In order to participate in the Promotion, persons must: <ol style="list-style-type: none"> 1. be 18 years of age or over; 2. be an Australian resident; 3. not be excluded (self-excluded or otherwise) from participation in the game of Keno or from a Participating Venue; and 4. satisfy the entry requirements stated in these terms and conditions (Terms). (collectively, an Eligible Participant). |
| Item 9 | How to enter or play | To enter the Promotion, an Eligible Participant must, during the Promotional Period: <ol style="list-style-type: none"> a) Spend \$10.00 or more on any Keno Ticket at Participating Venue during the Promotional Period (Qualifying Keno Ticket); and b) complete an entry form (including name, phone number, address and e-mail address) provided by a Participating Venue where the Eligible Participant purchases a Qualifying Keno Ticket; and c) place their completed entry form into the designated prize draw barrel at the Participating Venue (Entry). |
| Item 10 | Maximum Number of Entries | One Entry per Qualifying Keno Ticket is permitted. There is no maximum number of tickets to be entered into the draw to win. |
| Item 11 | How to win | Prize winners are determined by each Venue Manager (or their authorised delegate) at the relevant Participating Venue where the entrant submitted their Entry. The Venue Manager will determine the winner by drawing (at random) an Entry from the relevant Venue's designated prize draw barrel. |
| Item 12 | Draw details | All prizes will be drawn at 5.00pm on Monday 29 March 2021 [AEDT] (Draw Date), at each of the Participating Venues. |
| Item 13 | Prize/s | There is one (1) prize that can be won at each eligible venue. Each prize pack is valued at \$493. Each Prize Pack consists of: <ul style="list-style-type: none"> • 1 x Titleist [Cart 15 or Hybrid 14] Golf Bag • 1 x Titleist Cap • 1 x Keno Branded Golf Umbrella • 1 x Keno Branded Golf Balls (Box 1 Dozen) • 1 x Keno Branded Golf Towel |
| Item 14 | Total number and value of prizes | There are a total of 465 x individual prize packs, with a combined value of \$229,245, available to be won throughout the Promotional Period. |

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| Item 15 | Notification of Winners | The Venue Manager will determine the winner by drawing (at random) an Entry from the relevant Venue's designated prize draw barrel at 5.00pm on Monday 29 March 2021 AEDT (Draw Date). If a Prize winner is not present on the Draw Date, Venues will attempt to notify winners that they have won a Prize within two (2) days of the Draw Date, by contacting the relevant winner by phone and by email to the email address provided on the winning Entry. |
| Item 16 | How to claim a prize | Prize winners must claim at the venue where their entry was drawn. Prize winners do not have to be in attendance when the promotion is drawn. |
| Item 17 | Prize delivery | Winners must collect their prize from the venue. Delivery to the customer is not included in the promotion. To collect their prize, winners must provide identification to the Venue Manager whereby the prize pack will be awarded. |
| Item 18 | Prize specific conditions | Prizes are not redeemable for cash. |
| Item 19 | Unclaimed prize draw details | In the event a Prize remains unclaimed for a period of thirteen (13) days from the Draw Date, or the winner cannot be validated or verified, the Prize will be redrawn on the date that is fourteen (14) days from the Draw Date. 5.00pm on 12 April 2021 AEDT. |
| | Promoter's Website and contact phone number | www.keno.com.au Contact Number - 03 9868 2494 |
| | Authorised under | No permit required |

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 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 of 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.