

PROMOTIONAL TERMS AND CONDITIONS																									
Golden Casket Instant Scratch-Its 2nd Chance Draw – Tasmania and Northern Territory																									
Item	Title	Term/Condition																							
Item 1	Promotion name	Instant Scratch-Its 2nd Chance Draw																							
Item 2	Other terms and conditions relevant to this Promotion	The Lott Membership Terms: thelott.com/about/terms-and-conditions																							
Item 3	Type of promotion	Trade Promotion																							
Item 4	Jurisdiction	Tasmania and Northern Territory																							
Item 5	Promoter	Golden Casket Lottery Corporation Limited ABN 27 078 785 449 of Level 8, 180 Ann Street Brisbane QLD 4000 (Golden Casket) The Promoter and its related bodies corporate are referred to as the Promoter Group																							
Item 6	Participating channel	Retail																							
Item 7	Promotion Period	<p>There are a total of 6 Promotion Periods (detailed below) which include one (1) for each calendar month commencing on 1 July 2024 to 31 December 2024 (inclusive). Each individual month (July, August, September, October, November and December) is referred to as a Promo Month.</p> <table border="1"> <thead> <tr> <th rowspan="2">Promo Month</th> <th colspan="2">Promotion Period</th> </tr> <tr> <th>Open Date</th> <th>Close Date</th> </tr> </thead> <tbody> <tr> <td>July</td> <td>00:00:01 on 1 Jul 2024</td> <td>23:59:59 on 31 Jul 2024</td> </tr> <tr> <td>August</td> <td>00:00:01 on 1 Aug 2024</td> <td>23:59:59 on 31 Aug 2024</td> </tr> <tr> <td>September</td> <td>00:00:01 on 1 Sep 2024</td> <td>23:59:59 on 30 Sep 2024</td> </tr> <tr> <td>October</td> <td>00:00:01 on 1 Oct 2024</td> <td>23:59:59 on 31 Oct 2024</td> </tr> <tr> <td>November</td> <td>00:00:01 on 1 Nov 2024</td> <td>23:59:59 on 30 Nov 2024</td> </tr> <tr> <td>December</td> <td>00:00:01 on 1 Dec 2024</td> <td>23:59:59 on 31 Dec 2024</td> </tr> </tbody> </table> <p>All references to time in these terms are a reference to Australian Eastern Standard Time (AEST).</p>	Promo Month	Promotion Period		Open Date	Close Date	July	00:00:01 on 1 Jul 2024	23:59:59 on 31 Jul 2024	August	00:00:01 on 1 Aug 2024	23:59:59 on 31 Aug 2024	September	00:00:01 on 1 Sep 2024	23:59:59 on 30 Sep 2024	October	00:00:01 on 1 Oct 2024	23:59:59 on 31 Oct 2024	November	00:00:01 on 1 Nov 2024	23:59:59 on 30 Nov 2024	December	00:00:01 on 1 Dec 2024	23:59:59 on 31 Dec 2024
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Item 8	Eligibility criteria	<p>For each Promo Month, entry is open to residents of Tasmania or the Northern Territory who are 18 years of age or older and who:</p> <ol style="list-style-type: none"> are an Account holder with The Lott during the Promotion Period they submit the Entry; and do not cease to be an Account holder with The Lott during the Promotion Period they submit the Entry and up to the Draw Date for that Promo Month; and have purchased an “eligible” non-winning Golden Casket Instant Scratch-Its Ticket within a Promotion Period (Eligible Ticket); and retained possession of the Eligible Ticket for verification purposes under Item 16. <p>(Eligible Entrant)</p>																							
Item 9	How to enter or play	To enter a Draw for a Promo Month, an Eligible Entrant must log onto the Promoter’s Website (thelott.com) during the Promotion Period in which the Eligible Ticket was purchased, proceed to the entry page, and enter the 2nd Chance Draw ENTRY CODE from an Eligible Ticket (Entry)																							

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Item 10	Maximum Number of Entries	An Eligible Entrant may make one (1) Entry in the Draw open for each Eligible Ticket purchased.														
Item 11	How to win	The winner will be the first drawn Entry as selected by a random number generator (Winner).														
Item 12	Draw details	<p>The Draw for each Promo Month will occur on the date and time specified below.</p> <table border="1"> <thead> <tr> <th>Promo Month</th> <th>Draw Date and Time</th> </tr> </thead> <tbody> <tr> <td>July</td> <td>09:15:00 on 15 Aug 2024</td> </tr> <tr> <td>August</td> <td>09:15:00 on 11 Sep 2024</td> </tr> <tr> <td>September</td> <td>09:15:00 on 9 Oct 2024</td> </tr> <tr> <td>October</td> <td>09:15:00 on 13 Nov 2024</td> </tr> <tr> <td>November</td> <td>09:15:00 on 11 Dec 2024</td> </tr> <tr> <td>December</td> <td>09:15:00 on 8 Jan 2025</td> </tr> </tbody> </table> <p>The Draw for each Promo Month will take place at 180 Ann Street Brisbane QLD 4000.</p>	Promo Month	Draw Date and Time	July	09:15:00 on 15 Aug 2024	August	09:15:00 on 11 Sep 2024	September	09:15:00 on 9 Oct 2024	October	09:15:00 on 13 Nov 2024	November	09:15:00 on 11 Dec 2024	December	09:15:00 on 8 Jan 2025
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Item 13	Prize/s	For each Promo Month, there will be (1) one prize of \$1,000 (Prize).														
Item 14	Total number and value of prizes	For each Promo Month, there is one (1) Prize available to be won. The total value of the Prizes for each Promo Month is \$1,000.														
Item 15	Notification of Winners	<p>As soon as practicable after the respective Promo Month Draw, the Winner:</p> <ol style="list-style-type: none"> will be contacted by the Promoter using the contact information (email and/or phone number) recorded during registration when becoming an Account holder with The Lott (unless updated via their account settings); and may be announced or published (initials, suburb or town) in any media, including the Promoter's Website. 														
Item 16	How to claim a prize	<p>To claim their Prize, a Winner must produce on request to the Promoter:</p> <ol style="list-style-type: none"> the original Eligible Ticket containing the 2nd Chance Draw ENTRY CODE used to submit the winning Entry; photo identification or other identification acceptable to the Promoter which confirms that the Winner is 18 years of age or older; and complete statutory declaration or prize claim form provided by the Promoter. <p>Each Winner must claim the Prize within three (3) months of notification in accordance with Item 15. If, after making reasonable efforts, the Promoter cannot contact a Winner or a Winner has not claimed the Prize within 3 months, the Winner will be deemed to have forfeited any entitlement to the Prize.</p>														
Item 17	Prize delivery	<p>A Prize will be delivered by:</p> <ol style="list-style-type: none"> electronic funds transfer to a winner's nominated bank account; or cheque posted to a Winner's nominated mailing address (if this option is available to the Promoter). 														
Item 18	Prize specific conditions	N/A														
Item 19	Unclaimed prize draw details	<p>The Promoter will draw substitute winners on the Draw Date for each Promo Month.</p> <p>The substitute winner will be notified as soon as practicable after the Winner is deemed to have forfeited their Prize in accordance with Item 16. The substitute winner will be contacted by the Promoter using the contact information (email and/or phone number) recorded during registration when becoming an Account holder with The Lott (unless updated via their account settings). Their details will also be published on thelott.com.</p>														

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Item 20	Promotion specific definitions	<p>Account holder with The Lott is a natural person who is 18 years of age or older and who has registered and accepted The Lott Membership Terms and Conditions available at thelott.com.</p> <p>Golden Casket Instant Scratch-Its Ticket/s means the scratch off instant lottery products conducted and sold by the Promoter in Queensland, Northern Territory and Tasmania.</p> <p>A Golden Casket Instant Scratch-Its Ticket is “eligible” if it is:</p> <ol style="list-style-type: none"> a. valid; b. for a game listed on the entry page for this Promotion on the Promoter’s Website; and c. non-winning.
Item 21	Promoter’s Website and contact phone number	<p>www.thelott.com</p> <p>Phone: 131 868</p>
Item 22	Authorised under	Gaming Control (Community Gaming) Regulations (NT) and Gaming Control Act 1993 (Tas).

1. General

- 1.1. These 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. The Promoter may change these terms to reflect changes to the mechanics by which the Promotion will be run, for example changes to the methods of entry, or the Promotional Period. If the Promoter reasonably considers that such a change to these terms is 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 materially detrimental to Eligible Entrants, it will make the change and place a notification on the Promoter's Website. For Eligible Entrants who have entered the Promotion prior to the date of the change, and provided their email address to the Promoter on entry, those Eligible Entrants will be notified of the change at those contact details.

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 or directors of the Promoter Group (or any other persons) who are directly involved with the Promotion or with determining the outcome of the Promotion; and
 - b. agents of the Promoter and employees or directors of those agents.
- 2.4. The Promoter may:
 - 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; or
 - 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 and any copyright subsisting in the entries become and remain the property of the Promoter, who may publish any entry of a Winner as contemplated by clause 10.2(c) below.
- 3.3. Unless due to any negligence or other default by the Promoter, 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.
- 3.4. Any cost associated with accessing or submitting an entry is that entrant's responsibility.
- 3.5. The Promoter may 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 reasonable 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 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 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. 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. Where Prizes are supplied by third parties (for example, a holiday), to the maximum extent permitted by law the Promoter is only responsible for procuring the provision of the Prize, but is not responsible for the conduct of the supplier in fulfilling that Prize. The Winner of such a Prize may be required to sign legal documentation giving effect to this clause 6.8 in greater detail, before being entitled to receive the Prize.

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 or in outlet(s) or venue(s).
- 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 is 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. The Promoter's commitments to you in relation to the Promotion, are as set out in these Terms and Conditions. The Promoter only accepts liability in relation to such matters for breach of the commitments it makes in these Terms and Conditions, or where such liability arises due to the Promoter's negligence, wilful misconduct, or for liability that cannot be excluded under the Australian Consumer Law (including the Consumer Guarantees, and liability the Promoter may have in connection with representations or other communications made prior to or during the Promotion Period where such liability cannot be limited or excluded).
- 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 available at the following website <https://www.thelotterycorporation.com/privacy> 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
 - the Promoter using (or permitting authorised third parties to use) each Winner's entry, 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.

- 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. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the Terms and Conditions or their application are unclear, the Promoter reserves the right to make a decision regarding such situation or issue acting in good faith 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.