

PROMOTIONAL TERMS AND CONDITIONS
INSTANT SCRATCH-ITS CASH VAULT \$50K PROMOTION

Item	Title	Term/Condition
1.	Promotion name	Instant Scratch-Its Cash Vault \$50K promotion
2.	Type of promotion	Promotional Lottery in Queensland (QLD), Tasmania (TAS), Northern Territory (NT), New South Wales (NSW), Australian Capital Territory (ACT) and South Australia (SA). Trade Promotion in Victoria (VIC).
3.	Jurisdiction	QLD, NT, TAS, NSW, ACT, VIC and SA (each, an Eligible Jurisdiction)
4.	Promoter	Each of: <ul style="list-style-type: none"> ○ For participants in VIC – Tattersall’s Sweeps Pty Ltd (ACN 081 925 662) (Tatts); ○ For participants in NSW/ACT – New South Wales Lotteries Corporation Pty Limited (ACN 142 890 195) (NSW Lotteries); ○ For participants in QLD, NT and TAS – Golden Casket Lottery Corporation Limited (ACN 078 785 449) Golden Casket; and ○ For participants in SA - Tatts Lotteries SA Pty Ltd (ACN 146 245 007) (SA Lotteries) as master agent for the Lotteries Commission of South Australia (collectively, the Promoter Group).
5.	Participating channel	Retail
6.	Promotion Period	The promotion opens at 00:00:01 (AEST) on Tuesday 2 May 2023 and closes on 11:59:59 (AEST) Sunday 3 September 2023.
7.	Eligibility criteria	<p>Entry is open to a resident of an Eligible Jurisdiction, who:</p> <ol style="list-style-type: none"> a. is 18 years of age or older; b. is a product account holder with a Promoter (Relevant Member) during the Promotion Period (and does not cease to be a product account holder at any time during the Promotion Period); and c. has purchased a valid Golden Casket, NSW Lotteries, Tatts or SA Lotteries’ Instant Scratch-Its \$5 Cash Vault ticket (game no. 7776) in the State or Territory in which they usually reside (Relevant ISI Ticket) (an Eligible Entrant). <p>Eligible Entrants must retain the Relevant ISI Ticket to be provided to the Promoter as proof of purchase at the relevant time after the Draw Date.</p> <p>To become a Relevant Member, you must:</p> <ul style="list-style-type: none"> • be an individual of 18 years of age or older; and • have registered and accepted the membership terms and conditions relevant to the membership program in the Relevant Member’s jurisdiction of residence (available on the Promoter’s Website).
8.	Draw details	The Draw will occur on Wednesday 6 September 2023 (Draw Date) at 10:00am (AEST) at 180 Ann Street, Brisbane QLD 4000. The winners will be drawn at random from all eligible entries using an electronic random number generator.

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9.	How to enter	To enter the Draw, Eligible Entrants must: <ul style="list-style-type: none"> (i) Scan the unique QR code located on the back of a Relevant ISI ticket; or (ii) log onto the Promoter's Website (as set out at item 18) during the Promotion Period, proceed to the Cash Vault Promotion entry page at thelott.com/cashvault; and <ul style="list-style-type: none"> (iii) enter the 2ND CHANCE ENTRY CODE from a Relevant ISI Ticket. For the avoidance of doubt, both winning and non-winning Relevant ISI Tickets may be used to enter the promotion.
10.	Maximum Number of Entries	Each Relevant ISI Ticket can only be used to enter the Draw once. However, an Eligible Entrant may enter the Draw multiple times using a different Relevant ISI Ticket per entry.
11.	How to win	The winner will be drawn at random from all eligible entries in accordance with Item 8.
12.	Total number and value of prizes	There is one cash prize for the Promotion Period of AUD \$50,000 (the Prize) .
13.	Notification of winners	The Promoter will attempt to notify the winner, using the contact information the winner has provided to the Promoter in their account with the Lott, as soon as practicable after the Draw.
14.	How to claim a prize	The first valid entry drawn in the Draw will win the Prize, subject to that Eligible Entrant providing to the Promoter when requested: <ul style="list-style-type: none"> a. the original Relevant ISI Ticket containing the 2ND CHANCE ENTRY CODE relating to that entry; b. photo identification or other identification acceptable to the Promoter which confirms that the entrant is 18 years of age or older; and c. a statutory declaration or prize claim form signed by a Justice of the Peace confirming details about the Eligible Entrant and their entry.
15.	Prize delivery	The Winner must nominate a bank account with an Australian authorised deposit-taking institution on the prize claim form and the Prize will be paid by electronic funds transfer to that nominated bank account.
16.	Prize specific conditions	n/a

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17.	Unclaimed prize draw details	<p>Unclaimed prizes – SA, NT, QLD, NSW, ACT, TAS If the Winner fails to claim the Prize within the relevant time period as prescribed under the relevant lottery regulation, , the Prize will be treated as unclaimed prize money.</p> <p>Unclaimed prizes – VIC If the Winner fails to claim the prize within three (3) months, an Unclaimed Prize Draw will be held as follows: (a) Draw: 10:00am (AEST) on Wednesday 6 December 2023. (b) Location: 180 Ann Street, Brisbane, QLD</p> <p>The Promoter will attempt to notify the Winner of an unclaimed prize, using the contact information the Winner has provided to the Promoter in their account with the Lott, as soon as practical after the Unclaimed Prize Draw. Their details will also be published on thelott.com/cashvault.</p>
18.	Promoter's Website and Contact number	<p>www.thelott.com/cashvault Phone: 131 868</p>
19.	Authorised under	<ul style="list-style-type: none"> ▪ <i>Lotteries Rule 2010</i> (QLD) and <i>Lotteries Act 1997</i> (QLD) with respect to QLD, TAS and the NT; ▪ Instant Lotteries Rules and the <i>Public Lotteries Act 1996</i> (NSW) with respect to NSW and the ACT; ▪ Lotteries (Promotional Lotteries) Rules and the <i>State Lotteries Act 1966</i> (SA) with respect to SA; and ▪ <i>Gambling Regulations 2015</i> (VIC) with respect to VIC.
20.	Other general terms and conditions relevant to this Promotion	<p>These terms and conditions must be read in conjunction with:</p> <ul style="list-style-type: none"> • the Lott's general terms and conditions which can be accessed via https://www.thelott.com/about/terms-and-conditions (General Account Terms and Conditions); and • the terms and conditions relating to the participation in the Promotion (Terms of Participation) attached to these Promotional Terms and Conditions as Schedule 1.

Schedule 1 TERMS OF PARTICIPATION

1. General

- 1.1. These Terms of Participation govern your participation in the Promotion and must be read together with:
- a. the Promotional Terms and Conditions; and
 - b. the General Account Terms and Conditions, (together, the **Full Terms and Conditions**).
- 1.2. Any capitalised term used in these Terms of Participation have the same meaning given to it in the Promotional Terms and Conditions, unless otherwise defined. To the extent of any inconsistency between the Promotional Terms and Conditions and these Terms of Participation, the Promotional Terms and Conditions prevail.
- 1.3. By entering the Promotion, Eligible Entrants accept the Full Terms and Conditions.
- 1.4. If the Promoter reasonably considers that 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 detrimental to Eligible Entrants, it will make the change and place a notification on the Promoter's Website.

2. Eligibility restrictions

- 2.1. 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, franchisees of the Promoter and employees of those agents and franchisees.
- 2.2. 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 the Full 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. All entries become property of the Promoter.
- 3.2. 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.

- 3.3. Any cost associated with accessing or submitting an entry is that entrant's responsibility.
- 3.4. 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. Conduct of the Draw

- 4.1. If the date/s set out in relation to any Draw/s falls on a public holiday, the Draw will take place on the next business day at the same time.

5. Prizes

- 5.1. 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 otherwise stipulated in the Promotional Terms and Conditions.
- 5.2. 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 of the original Prize and specification (subject to relevant state regulations).
- 5.3. The winner must claim the Prize in accordance with the Promotional Terms and Conditions. Failure to do so will result in forfeiture of any right or entitlement of that winner to the relevant Prize.
- 5.4. The right to a prize is not transferable or assignable to another person.
- 5.5. 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).
- 5.6. 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.
- 5.7. 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.

6. Force Majeure

- 6.1. If 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 directions from any relevant regulatory body.

- 6.2. 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.

7. Liability

7.1. While the Promoter will use all reasonable endeavours to arrange the delivery of the Prize, 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.

7.2. 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.

7.3. Nothing in these Terms of Participation affect, nor is intended to affect, any rights that an Eligible Entrant might have that are not able to be excluded under applicable Australian consumer protection laws.

8. Privacy

8.1. 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.

8.2. By entering the Promotion, the Eligible Entrant consents to:

- a. the Promoter collecting and using the Eligible Entrant's Personal Information in relation to the purposes referred to above;

- b. 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;
- c. 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. 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.

8.3. Eligible Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

9. Other

9.1. These Terms of Participation 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 **Error! Reference source not found.**, 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.

9.2. All references to time in the Full Terms and Conditions are a reference to Australian Eastern Standard Time (AEST), unless otherwise specified.

9.3. Unless the contrary intention appears, a reference in the Full Terms and Conditions or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$, or \$ is a reference to the lawful currency of Australia.

9.4. Decisions of the Promoter are final. No correspondence will be entered into. To the extent that a situation or issue arises for which the Full Terms and Conditions make no provision or 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.

9.5. Where the Promotion is communication 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.

9.6. Any taxes which may be payable as a consequence of the 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 the winner to seek independent financial and tax advice.