

**PROMOTIONAL TERMS AND CONDITIONS**  
**Golden Casket Scratch eClub – Birthday Draw – QLD, NT, TAS**

<b>THINGS YOU NEED TO KNOW</b>																																
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>TERM</b>																														
Item 1	<b>Promotion name</b>	Birthday Draw																														
Item 2	<b>Other terms relevant to this Promotion</b>	<a href="#">Thelott.com Membership Terms</a> <a href="#">Second Chance Draw Promotion Terms</a>																														
Item 3	<b>Type of promotion</b>	Trade Promotion																														
Item 4	<b>Jurisdiction</b>	Queensland, Tasmania, and the Northern Territory																														
Item 5	<b>Promoter</b>	Golden Casket Lottery Corporation Limited ABN 27 078 785 449 Level 8, 180 Ann Street Brisbane QLD 4000 Phone: 131 868 The Promoter and its related bodies corporate are referred to as the <b>Promoter Group</b>																														
Item 6	<b>Participating channel</b>	Retail																														
Item 7	<b>Promotion period</b>	<p>The Promotion will be conducted on an individual month basis for each calendar month of July, August, September, October, November and December 2020 (individually referred to as a Promotion Period or Promo Month). <b>All references to time in these terms are a reference to Australian Eastern Standard Time (AEST).</b></p> <p>The following details apply for each Promotion Period:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;"><b>Promo Month</b></th> <th colspan="2" style="text-align: center;"><b>Promotion Period</b></th> <th rowspan="2" style="text-align: center;"><b>Draw Date and Time</b></th> </tr> <tr> <th style="text-align: center;"><b>Open Date</b></th> <th style="text-align: center;"><b>Close Date</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"><b>July</b></td> <td style="text-align: center;">00:00:01 on 1 Jul 2020</td> <td style="text-align: center;">23:59:59 on 31 Jul 2020</td> <td style="text-align: center;">12:30:00 on 12 Aug 2020</td> </tr> <tr> <td style="text-align: center;"><b>August</b></td> <td style="text-align: center;">00:00:01 on 1 Aug 2020</td> <td style="text-align: center;">23:59:59 on 31 Aug 2020</td> <td style="text-align: center;">12:30:00 on 9 Sep 2020</td> </tr> <tr> <td style="text-align: center;"><b>September</b></td> <td style="text-align: center;">00:00:01 on 1 Sep 2020</td> <td style="text-align: center;">23:59:59 on 30 Sep 2020</td> <td style="text-align: center;">12:30:00 on 14 Oct 2020</td> </tr> <tr> <td style="text-align: center;"><b>October</b></td> <td style="text-align: center;">00:00:01 on 1 Oct 2020</td> <td style="text-align: center;">23:59:59 on 31 Oct 2020</td> <td style="text-align: center;">12:30:00 on 11 Nov 2020</td> </tr> <tr> <td style="text-align: center;"><b>November</b></td> <td style="text-align: center;">00:00:01 on 1 Nov 2020</td> <td style="text-align: center;">23:59:59 on 30 Nov 2020</td> <td style="text-align: center;">12:30:00 on 9 Dec 2020</td> </tr> <tr> <td style="text-align: center;"><b>December</b></td> <td style="text-align: center;">00:00:01 on 1 Dec 2020</td> <td style="text-align: center;">23:59:59 on 31 Dec 2020</td> <td style="text-align: center;">12:30:00 on 13 Jan 2021</td> </tr> </tbody> </table>	<b>Promo Month</b>	<b>Promotion Period</b>		<b>Draw Date and Time</b>	<b>Open Date</b>	<b>Close Date</b>	<b>July</b>	00:00:01 on 1 Jul 2020	23:59:59 on 31 Jul 2020	12:30:00 on 12 Aug 2020	<b>August</b>	00:00:01 on 1 Aug 2020	23:59:59 on 31 Aug 2020	12:30:00 on 9 Sep 2020	<b>September</b>	00:00:01 on 1 Sep 2020	23:59:59 on 30 Sep 2020	12:30:00 on 14 Oct 2020	<b>October</b>	00:00:01 on 1 Oct 2020	23:59:59 on 31 Oct 2020	12:30:00 on 11 Nov 2020	<b>November</b>	00:00:01 on 1 Nov 2020	23:59:59 on 30 Nov 2020	12:30:00 on 9 Dec 2020	<b>December</b>	00:00:01 on 1 Dec 2020	23:59:59 on 31 Dec 2020	12:30:00 on 13 Jan 2021
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Item 8	<b>Eligibility criteria</b>	<p>For each Promo Month, entry is open to residents of Queensland, Tasmania, and the Northern Territory, who are 18 years of age or older and who:</p> <ul style="list-style-type: none"> <li>a. are a Golden Casket Scratch eClub Member in the Promotion Period;</li> <li>b. do not cease to be a Golden Casket Scratch eClub Member at any time during the Promotion Period or up to the date of the Draw for that Promo Month;</li> <li>c. have provided the Promoter with his or her date of birth;</li> <li>d. have purchased an Eligible Golden Casket Instant Scratch-Its Ticket, and retain said ticket until after the Draw Date to provide to the Promoter as proof of purchase; and</li> <li>e. used the Eligible Ticket to validly enter the Second Chance Promotion during the month he or she was born.</li> </ul> <p><b>(Eligible Entrant)</b></p>
Item 9	<b>How to enter</b>	<p>An Eligible Entrant will be automatically entered into a Draw for a Promo Month (by way of example, the July 2020 Promo Month), if:</p> <ul style="list-style-type: none"> <li>(a) the Eligible Entrant has a valid entry in the Second Chance Promotion during Promotion Period (for the example, if the Member has entered the July 2020 Promo Month of the Second Chance Promotion); and</li> </ul> <p>the Eligible Entrant's month of birth (as provided during their Scratch eClub Account registration) is the same month of that Promo Month (for the example, if the Member's month of birth is July).</p>
Item 10	<b>Maximum Number of Entries</b>	An Eligible Entrant will only be entered into a Draw for a Promo Month once; regardless of how many valid entries they have in the Second Chance Promotion 'Promo Month' that directly correlates to the Promotion Period.
Item 11	<b>How to win</b>	A winner will be selected by random number generator.
Item 12	<b>Draw details</b>	<ul style="list-style-type: none"> <li>(a) The winning entry will be drawn randomly by computer. The Draw will occur on the second Wednesday of the month following the relevant Promo Month at 180 Ann Street Brisbane QLD 4000.</li> </ul> <p>If this date falls on a public holiday, the Draw will take place on the next business day.</p>
Item 13	<b>Prize/s</b>	There is one (1) Prize consisting of two hundred dollars (AU\$200) worth of Golden Casket Instant Scratch-Its Tickets available in each Promo Month listed at Item 7.
Item 14	<b>Total number and value of prizes</b>	There is one (1) Prize available each Promo Month.
Item 15	<b>Notification of winners</b>	The Promoter will attempt to notify the winner, using the contact information the winner has provided to the Promoter in his/her Scratch eClub account, within 7 days of the respective Draw.
Item 16	<b>How to claim a prize</b>	<p>For each Birthday Month, the Prize for that Birthday Month will be won by the Eligible Entrant whose entry is the first valid entry drawn in the respective Draw and who satisfies the following verification requirements in full by the stated timeframes:</p> <ul style="list-style-type: none"> <li>(1), producing to the Promoter when requested photo identification or other identification acceptable to the Promoter which confirms that the entrant is over 18 years of age, within 28 days of the date of the Promoter's written request; and</li> <li>(2), completing necessary documentation required by the Promoter for claiming a prize (eg, a prize claim form), within 28 days of the date of the Promoter's written request. The Promoter's decision as to the result of each Birthday Month Draw is final and no correspondence will be entered into.</li> </ul>

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Item 17	<b>Prize delivery</b>	A Prize will be posted to a winner's postal or residential address; or, if the Promoter agrees, a winner may collect the prize from the Promoter's place of business.
Item 18	<b>Prize specific conditions</b>	n/a
Item 19	<b>Unclaimed prize draw details</b>	If a prize winner: (a) is unable to be contacted, which includes if the prize winner has not responded to the Promoter's attempts to contact the prize winner; or (b) is able to be contacted but fails to satisfy Item 8, within 3 months after the Draw, then that person's right to the prize is forfeited and the prize will be entered into an unclaimed prize draw. The Promoter may conduct such further draws in order to distribute the unclaimed prize, as determined by the Promoter in its absolute discretion.
Item 20	<b>Promotion specific definitions</b>	<b>Scratch eClub Member</b> is an individual 18 years of age or older and who has registered and accepted the membership terms and conditions of the Promoter's Website relevant to the Scratch eClub in their jurisdiction of residence. <b>Golden Casket Instant Scratch-Its Ticket/s</b> means the scratch off instant lottery products conducted and sold by the Promoter in Queensland, Northern Territory and Tasmania. A Golden Casket Instant Scratch-Its Ticket is "eligible" if it is: a. valid; b. for a game listed on the entry page for this Promotion on the Promoter's Website; and c. non-winning. <b>Golden Casket Scratch eClub</b> means the Scratch eClub by Golden Casket.
Item 21	<b>Promoter's Website</b>	<a href="http://www.thelott.com">www.thelott.com</a>
Item 22	<b>Authorised under</b>	<i>Charitable and Non-Profit Gaming Act 1999 (QLD)</i>

## **TERMS OF ENTRY**

### **1. General**

- 1.1. These Terms of Entry govern your participation in the Promotion and must be read together with:
  - a. The Things You Need To Know; and
  - b. instructions and information on how to enter the Promotion.
- 1.2. The Things You Need To Know defines certain terminology used in these terms. To the extent of any inconsistency between the Things You Need To Know and these terms, the Things You Need To Know prevails.
- 1.3. By entering, entrants accept these terms and those contained in Item 2.

### **2. Eligibility**

- 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 Entrants**).
- 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.

### **3. How to enter**

- 3.1. To enter, Eligible Entrants should follow the steps outlined in Item 9.
- 3.2. 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.
- 3.3. All entries become property of the Promoter.
- 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 the entrant/s responsibility.
- 3.6. The Promoter may, in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a 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.

### **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. The winner/s will receive the Prize described in Item 13. The total number of Prize/s available to be won in the Promotion Period is specified in Item 14.
- 6.2. 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 non-cash prizes, cannot be exchanged for cash unless stipulated in in Item 13.
- 6.3. If the Prize/s is unavailable, the Promoter, in its absolute discretion, reserves the right to substitute the Prize with one to the equal or greater value and/or specification (subject to relevant state regulations).
- 6.4. The winner must claim the prize in accordance with Item 16. If a winner does not complete the steps outlined in Item 16, he or she will forfeit any right or entitlement to the prize.
- 6.5. The Promoter reserves the right, at any time, to verify the validity of an entry or disqualify any entrant who submits an entry that is not in accordance with these terms or who tampers with the entry process. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion.
- 6.6. If the winner complies with paragraph 6.3 and is not disqualified under paragraph 6.4, the prize will be delivered to winners in accordance with Item 17.
- 6.7. The right to a prize is not transferable or assignable to another person.

## **7. Notification to prize winners**

- 7.1. The winner/s will be notified as stated in Item 15 using the contact details provided to the Promoter on entry.
- 7.2. The Promoter may also announce or publish the initials and suburb of the winner/s in any media, including the Promoter's Website.
- 7.3. 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:
  - a. if Item 19 specifies that the prize will be treated as unclaimed prize money pursuant to relevant lottery regulation, the relevant law applies; or
  - b. if Item 19 specifies that an Unclaimed Prize Draw may be conducted, the prize will deemed to have been forfeited by that winner.

## **8. Changes to Terms of Entry**

- 8.1. 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.

## **9. Delay or modification or Force Majeure**

- 9.1. Subject to obtaining approval from the regulator (if applicable), the Promoter reserves the right to delay or modify any aspect of this Promotion if for any reason it is not capable of running as planned (including without limitation, by reason of infection by computer virus, bugs, tampering, fraud, technical failures, power failures, or due to any other causes unforeseen or beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion), but only to the extent necessary to overcome the issue that is affecting the running of the Promotion as planned.
- 9.2. If the Promoter is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances. **Force Majeure** means an event beyond the reasonable control of the Promoter, which occurs without the fault or negligence of the Promoter.

## 10. Liability

- 10.1. 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.
- 10.2. 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, 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 or Prize value to that stated in these Terms and Conditions;
  - e. any tax implications;
  - f. the cancellation or postponement of an event which constitutes a Prize; and/or
  - g. a Prize or use of a Prize.
- 10.3. 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).
- 10.4. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that an Eligible Participant might have that are not able to be excluded under applicable Australian consumer protection laws.

## 11. Privacy

- 11.1. The Promoter will collect, use and disclose an Eligible Entrant'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 Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Eligible Entrant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Eligible Participant 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.
- 11.2. 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 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 3**.
- 12.3 Eligible Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

## 12. Other

- 12.1. These Terms and Conditions are governed by and must be construed in accordance with the laws in force in the jurisdiction specified in <https://www.thelott.com/about/terms-and-conditions>. 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.
- 12.2. Unless the contrary intention appears, a reference in these terms, the Things You Need To Know or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$, or \$ is a reference to the lawful currency of Australia.
- 12.3. Decisions of the Promoter are final. 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, subject to any regulator direction to the contrary, such decision will be final and binding.
- 12.4. 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.