

**PROMOTIONAL TERMS AND CONDITIONS
TATTS CARD BONUS DRAW – JULY 2020 to JUNE 2021**

Item	Title	Term/Condition						
Item 1	Promotion name	Tatts Card Bonus Draw						
Item 2	Other terms and conditions relevant to this Promotion	Tatts Card (VIC/TAS) and Tatts Card (NT) Terms and Conditions, available from: https://www.thelott.com/about/terms-and-conditions .						
Item 3	Type of promotion	Promotional lottery						
Item 4	Jurisdiction	Tatts and Tatts NT						
Item 5	Promoter	Tattersall's Sweeps Pty Ltd (ABN 99 081 925 662) of 5 Bowen Crescent, Melbourne, Victoria, 3004 (VIC and TAS) and Tatts NT Lotteries Pty Ltd (ACN 146 244 984) of 5 Bowen Crescent, Melbourne, Victoria, 3004 (NT), telephone 131 868.						
Item 6	Participating channel	Retail and Digital						
Item 7	Promotion Period	The Promotion for each of the Games will be conducted on an individual monthly basis for the period commencing 1 July 2020 to 30 June 2021 (inclusive) (Promotion Period). Each individual month is referred to as a Promo Month . Entry to the Promotion is open from 00:00:01 on the first day of each Promo Month until 23:59:59 on the last day of each Promo Month. All references to time in these terms and conditions are a reference to Australian Eastern Standard Time.						
Item 8	Eligibility criteria	To be eligible to participate in the Players Club Bonus Draw, during the Promotion Period, an entrant must: a. be a resident of Victoria, Tasmania or Northern Territory; b. be 18 years of age or older; and c. have purchased an entry for TattsLotto, Monday & Wednesday Lotto, Powerball, Oz Lotto, Lucky Lotteries, Set for Life or Super 66 (each a Lottery Game) (Eligible Lottery Entry) either: <ul style="list-style-type: none"> • as a 'Tatts Club' card holder registered with the Promoter; or • via a 'Product Account' with the Promoter (as that term is defined in the Promoter Group's relevant terms and conditions listed in Item 2) with a linked Tatts Club card, (an Eligible Entrant).						
Item 9	How to enter	An Eligible Entrant will be automatically entered into the draw in a Promo Month for each Eligible Lottery Entry purchased as follows: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Entry type</th> <th>How Number of Promotion Entries is Calculated</th> </tr> </thead> <tbody> <tr> <td>Eligible Lottery Entry that is not a multi-week or multi-draw entry</td> <td>An Eligible Entrant receives one (1) entry into the draw for the Promo Month in which the draw closes, for each \$1.00 (or part thereof) of the value of the Eligible Entry.</td> </tr> <tr> <td>Eligible Lottery Entry that is a multi-week or multi-draw entry</td> <td>An Eligible Entrant receives one (1) entry into the Tatts Card Bonus Draw for each Eligible Lottery Entry relating to a respective Lottery Game within the Promo Month in which the first draw for that particular Lottery Game has closed (equivalent to each \$1.00 (or part thereof) of the total value of the Eligible Lottery Entries purchased). For example, a ten draw Eligible Lottery Entry ticket for Oz Lotto costing \$85.50 with the first draw closing in March for that respective Lottery Game (with subsequent draws closing in April and May) will receive 86 entries in the March Tatts Card Bonus Draw only.</td> </tr> </tbody> </table> If an Eligible Lottery Entry is cancelled, it will not be entered into the Tatts Card Bonus Draw.	Entry type	How Number of Promotion Entries is Calculated	Eligible Lottery Entry that is not a multi-week or multi-draw entry	An Eligible Entrant receives one (1) entry into the draw for the Promo Month in which the draw closes, for each \$1.00 (or part thereof) of the value of the Eligible Entry.	Eligible Lottery Entry that is a multi-week or multi-draw entry	An Eligible Entrant receives one (1) entry into the Tatts Card Bonus Draw for each Eligible Lottery Entry relating to a respective Lottery Game within the Promo Month in which the first draw for that particular Lottery Game has closed (equivalent to each \$1.00 (or part thereof) of the total value of the Eligible Lottery Entries purchased). For example, a ten draw Eligible Lottery Entry ticket for Oz Lotto costing \$85.50 with the first draw closing in March for that respective Lottery Game (with subsequent draws closing in April and May) will receive 86 entries in the March Tatts Card Bonus Draw only.
Entry type	How Number of Promotion Entries is Calculated							
Eligible Lottery Entry that is not a multi-week or multi-draw entry	An Eligible Entrant receives one (1) entry into the draw for the Promo Month in which the draw closes, for each \$1.00 (or part thereof) of the value of the Eligible Entry.							
Eligible Lottery Entry that is a multi-week or multi-draw entry	An Eligible Entrant receives one (1) entry into the Tatts Card Bonus Draw for each Eligible Lottery Entry relating to a respective Lottery Game within the Promo Month in which the first draw for that particular Lottery Game has closed (equivalent to each \$1.00 (or part thereof) of the total value of the Eligible Lottery Entries purchased). For example, a ten draw Eligible Lottery Entry ticket for Oz Lotto costing \$85.50 with the first draw closing in March for that respective Lottery Game (with subsequent draws closing in April and May) will receive 86 entries in the March Tatts Card Bonus Draw only.							
Item 10	Maximum Number of Entries	N/A						
Item 11	How to win	The winning entry for each draw will be determined by a random number generator.						
Item 12	Draw details	The Draw will occur on the third Tuesday of the month following the relevant Promo Month at 180 Ann Street, Brisbane QLD 4000. If this date falls on a public holiday, the draw will take place on the next business day. This is outlined on Schedule 1 attached.						
Item 13	Prize/s	Subject to Item 18, each Winner will receive a prize of \$1,000 (Prize).						

**PROMOTIONAL TERMS AND CONDITIONS
TATTS CARD BONUS DRAW – JULY 2020 to JUNE 2021**

Item	Title	Term/Condition
Item 14	Total number and value of prizes	There is one prize of \$1,000 for each Promo Month in the Promotion Period. One prize of \$1,000 will be awarded for each of the twelve individual monthly promotions. The total prize value for each Promo month is \$12,000.
Item 15	Notification of Winners	A Winner will be notified by telephone, mail, email or other means of electronic communication as soon as practicable after the relevant monthly draw. The Promoter may also announce or publish the initials and suburb or town of the Winner in any media, including the Promoter's website.
Item 16	How to claim a prize	Within three (3) months of the date of the draw, an Eligible Entrant must: (1) produce to the Promoter, if requested, photographic identification or other identification acceptable to the Promoter that confirms the entrant is over 18 years of age; and (2) if requested, complete a statutory declaration witnessed by a Justice of the Peace (or as applicable) confirming details about the entrant and his/her entry. The Promoter's decision as to the result of each monthly draw is final and no correspondence will be entered into.
Item 17	Prize delivery	The prizes will be payable by electronic funds transfer into the bank account or into the Tatts or Tatts NT Product Account, as detailed in the Tatts Card membership register.
Item 18	Prize specific conditions	The Prize is subject to the Lotteries (Promotional Lottery) Rules.
Item 19	Unclaimed prize draw details	If a prize winner is unable to be contacted within three (3) months after the date of the relevant monthly 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 at the same place as the original draw as are necessary [at least three (3) months after the date of the original draw] in order to distribute any unclaimed prizes, as determined by the Promoter in its absolute discretion, subject to any directions given by a responsible authority under any relevant regulation.
	Promoter's Website and contact phone number	www.thelott.com
	Authorised under	<i>Gambling Regulation Act 2003 (Vic), Gambling Regulations 2015 (Vic), Gaming Control Act 1993 (NT), Gaming Control (Community Gaming) Regulations 2006 (NT), Gaming Control Act 1993 (Tas), Gaming Control Regulations 2014 (Tas), Rules of Authorised Lotteries (Vic), Rules of Authorised Lotteries (Tas) and Rules of Authorised Lotteries (NT).</i>

20. General

- 20.1. These further terms and conditions (**General Promotional Terms and Conditions**) govern your participation in the Promotion and must be read together with:
- the Tatts Card Bonus Draw Terms and Conditions in the table above; and
 - instructions and information on how to enter the Promotion.
- 20.2. Any capitalised term used in these General Promotional Terms and Conditions have the same meaning given to it in the Tatts Card Bonus Draw Terms and Conditions, unless otherwise defined. A reference to a numbered *Item* in these General Promotional Terms and Conditions is a reference to the corresponding Item in the Tatts Card Bonus Draw Terms and Conditions.
- 20.3. By entering, entrants accept the General Promotional Terms and Conditions, including those incorporated by reference in Item 2. To the extent of any inconsistency between the Tatts Card Bonus Draw Terms and Conditions and the terms contained in paragraphs 20 to 30, the Tatts Card Bonus Draw Terms and Conditions prevail.
- 20.4. If the Promoter reasonably conditions that a change to these terms if likely to:
- 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
 - be considered detrimental to Eligible Entrants, it will make the change and place a notification on the Promoter's Website.

21. Eligibility restrictions

- 21.1. Entry to the Promotion is free.
- 21.2. Entry to the Promotion is open to participants who meet the Eligibility Criteria set out in Item 8 (**Eligible Entrant**).
- 21.3. The following persons are not eligible to enter the Promotion:
- employees of the Promoter Group who are directly involved with the Promotion; and
 - agents of the Promoter and employees of those agents.
- 21.4. The Promoter may at its absolute discretion:
- disqualify any Eligible Entrant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
 - 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;
 - request a winner to provide proof of age, identity or proof of residency, or any other proof of eligibility.

22. Entries

- 22.1. 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.

- 22.2. All entries become property of the Promoter.
- 22.3. 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.
- 22.4. 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.
- 22.5. Any cost associated with accessing or submitting an entry is that entrant's responsibility.
- 22.6. 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.

23. How to win

- 23.1. 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**).

24. Conduct of the Draw

- 24.1. 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.

25. Prizes

- 25.1. 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.
- 25.2. 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 and specification of the original Prize (subject to relevant state regulations).
- 25.3. 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.
- 25.4. If the Winner complies with paragraph 25.3 and is not disqualified under paragraph 0, the prize will

be delivered to the Winner in accordance with Item 17.

- 25.5. The right to a prize is not transferable or assignable to another person.
- 25.6. 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).
- 25.7. 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.
- 25.8. 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.

26. Notification to Winner/s

- 26.1. 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.
- 26.2. 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.

27. Force Majeure

- 27.1. 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.
- 27.2. 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.

28. Liability

- 28.1. 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.
- 28.2. 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.
- 28.3. 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.

29. Privacy

- 29.1. 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.
- 29.2. 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.

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

30. Other

30.1. 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.

30.2. Unless otherwise specified, all references to time in these terms are a reference to Australian Eastern Standard Time (AEST).

30.3. Unless the contrary intention appears, a reference in these terms, the Tatts Card Bonus Draw 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.

30.4. 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.

30.5. 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.

30.6. 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.

Tatts Card Bonus Draw – Schedule of Draws

Effective 1 July 2020 – 30 June 2021

Promo Month	Open Date for Particular Promo Month	Close Date for Particular Promo Month	Date and Time of Prize Draws for Promo Month (AEST)
1	Start of 1st July 2020	End of 31st July 2020	11am Tuesday 18th August 2020
2	Start of 1st August 2020	End of 31st August 2020	11am Tuesday 15th September 2020
3	Start of 1st September 2020	End of 30th September 2020	11am Tuesday 20th October 2020
4	Start of 1st October 2020	End of 31st October 2020	11am Tuesday 17th November 2020
5	Start of 1st November 2020	End of 30th November 2020	11am Tuesday 15th December 2020
6	Start of 1st December 2020	End of 31st December 2020	11am Tuesday 19th January 2021
Promo Month	Open Date for Particular Promo Month	Close Date for Particular Promo Month	Date and Time of Prize Draws for Promo Month (AEST)
7	Start of 1st January 2021	End of 31st January 2021	11am Tuesday 16th February 2021
8	Start of 1st February 2021	End of 28th February 2021	11am Tuesday 16th March 2021
9	Start of 1st March 2021	End of 31st March 2021	11am Tuesday 20th April 2021
10	Start of 1st April 2021	End of 30th April 2021	11am Tuesday 18th May 2021
11	Start of 1st May 2021	End of 31st May 2021	11am Tuesday 22nd June 2021
12	Start of 1st June 2021	End of 30th June 2021	11am Tuesday 20th July 2021