

## Terms and Conditions for ordering Marketing Materials via Keno Connect

1. By ordering the promotion packs (available through the promotion tab on Keno Connect) (**Promotion Packs**) or other Keno marketing assets (together, **Marketing Materials**) the user of the Keno Connect website (**User**) and Venue agree to abide by these terms and conditions (**Terms and Conditions**).
2. The Venue warrants that the User is authorised and has the necessary permission and authority to order the Marketing Materials for and on behalf of the Venue.
3. The Venue must pay any applicable purchase price for the Marketing Materials as set out in these Terms and Conditions (**Purchase Price**).
4. Tabcorp Assets No.5 Pty Ltd, Keno (NSW) Pty Ltd, Tabcorp ACT Pty Ltd or Keno (QLD) Pty Ltd, as the case may be (together, **Tabcorp**) will deduct the full Purchase Price from the Venue's nominated bank account during the next reconciliation following the Venue's order of the Marketing Materials.
5. The Purchase Price is not refundable. The Venue agrees that once a Promotion Pack has been ordered, the Venue cannot withdraw its participation in the promotion to which the Promotion Pack relates (**Promotion**), including in the event of a change in Venue management.
6. The acceptance of a Venue's order for Marketing Materials and the Venue's ongoing participation in any Promotion are at Tabcorp's sole discretion.
7. The Marketing Materials will be available for download within 48 hours of the order and/or will be physically delivered within two weeks of the order. Any prizes for a Promotion (**Prizes**) will be delivered to the Venue within 5 weeks of the order.
8. Upon delivery of the Prize to the Venue, the Venue acknowledges and agrees that:
  - a. it holds the Prizes on behalf of Tabcorp;
  - b. it is solely responsible for the Prizes;
  - c. it will store or display the Prize safely and securely at the Venue;
  - d. it will maintain the condition of the Prize;
  - e. it will indemnify Tabcorp against any and all loss or damage to the Prizes.
9. The Venue must remove all Marketing Materials and any other point of sale material relating to a Promotion on the last day of the Promotion and must conduct the Prize draw in accordance with the terms and conditions governing the Promotion and in a manner that is honest, fair and ensures all entries have an equal chance of winning.
10. The Venue must, and must ensure that all Venue staff, follow all directions of Tabcorp.
11. The Venue and the User agree to:
  - a. comply with all directions communicated by Tabcorp regarding a Promotion and the Marketing Materials;
  - b. only use the Marketing Materials in accordance with Tabcorp's directions and solely for the purpose of promoting the Venue's Keno business;
  - c. ensure that the use of the Marketing Materials complies with legal and regulatory requirements relating to (but not limited to) gambling, liquor, advertising and trade practices legislation and regulation;
  - d. abide by any terms and conditions governing a Promotion;
  - e. provide Tabcorp with such information as Tabcorp reasonably requests within the timeframe requested in order to verify compliance with these Terms and Conditions or compliance with the terms and conditions governing a Promotion;
  - f. comply with all applicable laws, regulations, rules, industry codes, licences, directions by a regulatory authority and any other obligations imposed on the Venue;
  - g. not engage in conduct which is dishonest or may harm the reputation of Tabcorp or otherwise bring Tabcorp into disrepute; and

- h. not engage in conduct which may cause Tabcorp to breach any laws, regulations, rules, industry codes, licences, directions by a regulatory authority or other relevant obligations.
- 12. A Venue located in Queensland must not display any Marketing Materials that advertise winnings paid outside the premises or in an area of the premises that can be viewed from the outside.
- 13. The Venue is solely responsible for the quality of the Venue logo uploaded to include on the Marketing Materials, if applicable.
- 14. The Venue acknowledges and agrees that Tabcorp:
  - a. reserves the right to change the Marketing Materials offered via Keno Connect for purchase at any time without notice;
  - b. reserves the right to alter the Marketing Materials ordered at any time to rectify an error, comply with any laws, regulations, rules, industry codes, licences, directions by a regulatory authority or other relevant obligations; and
  - c. may withdraw or cancel a Promotion or Marketing Materials at any time at Tabcorp's sole discretion.
- 15. A Venue will cease to be eligible to participate in a Promotion if the Venue closes or ceases to offer Keno products.
- 16. Except for any implied condition or warranty 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**), Tabcorp 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, Tabcorp (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 a Promotion, a prize for a Promotion or the Marketing Materials.
- 17. The Venue agrees to indemnify Tabcorp against all loss, damages, claims, liability, or expenses incurred by or against Tabcorp arising directly or indirectly from any breach of these Terms and Conditions or the terms and conditions governing a Promotion or arising directly or indirectly from any act or omission of the Venue (including any negligence, unlawful conduct or wilful conduct) relating to these Terms and Conditions, the terms and conditions governing a Promotion, a Promotion or the Marketing Materials.
- 18. The Venue and User must ensure all Venue staff comply with these terms and conditions.
- 19. Tabcorp reserves the right to change these Terms and Conditions at any time by notifying the Venue in writing.
- 20. 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, Tabcorp reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and such decision will be final and binding.
- 21. These Terms and Conditions are governed by and will be construed in accordance with the laws in force in the State of Victoria, Australia and the parties agree to submit to the non-exclusive jurisdiction of courts of the State of Victoria.