


**PROMOTIONAL TERMS AND CONDITIONS
60K GIVEAWAY**

Item	Title	Term/Condition																											
Item 1	Promotion name	60K GIVEAWAY																											
Item 2	Other terms and conditions a participant must agree to	News Corp Australia Privacy Policy available at https://preferences.news.com.au/privacy																											
Item 3	Type of promotion	Promotional Lottery in Queensland, Tasmania, Northern Territory (NT), New South Wales (NSW), Australian Capital Territory (ACT) and South Australia. Trade Promotion in Victoria.																											
Item 4	Jurisdiction	Queensland, Northern Territory, Tasmania, New South Wales, ACT, Victoria, South Australia																											
Item 5	Promoter	Each of: <ul style="list-style-type: none"> ○ For participants in Victoria – 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 Queensland, NT and Tasmania – Golden Casket Lottery Corporation Limited (ACN 078 785 449) Golden Casket ○ For participants in South Australia - Tatts Lotteries SA Pty Ltd (ACN 146 245 007) (SA Lotteries) as master agent for the Lotteries Commission of South Australia, together the Promoter Group .																											
Item 6	Participating channel	Retail																											
Item 7	Promotion Period	<p>The Promotion runs from Saturday, 19 September 2020 to Saturday, 26 September 2020 (inclusive) (Promotion Period). There is a Daily Draw on each calendar day of the Promotion Period, the Daily Draw Promo Periods are as follows:</p> <table border="1"> <thead> <tr> <th>Daily Draw Promo Period</th> <th>Open Date</th> <th>Close Date</th> </tr> </thead> <tbody> <tr> <td>First Saturday, 19 Sept 2020</td> <td>00:00:01 on 19 Sept 2020</td> <td>23:59:59 on 19 Sept 2020</td> </tr> <tr> <td>Sunday, 20 Sept 2020</td> <td>00:00:01 on 20 Sept 2020</td> <td>23:59:59 on 20 Sept 2020</td> </tr> <tr> <td>Monday, 21 Sept 2020</td> <td>00:00:01 on 21 Sept 2020</td> <td>23:59:59 on 21 Sept 2020</td> </tr> <tr> <td>Tuesday, 22 Sept 2020</td> <td>00:00:01 on 22 Sept 2020</td> <td>23:59:59 on 22 Sept 2020</td> </tr> <tr> <td>Wednesday, 23 Sept 2020</td> <td>00:00:01 on 23 Sept 2020</td> <td>23:59:59 on 23 Sept 2020</td> </tr> <tr> <td>Thursday, 24 Sept 2020</td> <td>00:00:01 on 24 Sept 2020</td> <td>23:59:59 on 24 Sept 2020</td> </tr> <tr> <td>Friday, 25 Sept 2020</td> <td>00:00:01 on 25 Sept 2020</td> <td>23:59:59 on 25 Sept 2020</td> </tr> <tr> <td>Second Saturday, 26 Sept 2020</td> <td>00:00:01 on 26 Sept 2020</td> <td>23:59:59 on 26 Sept 2020</td> </tr> </tbody> </table> <p>At the conclusion of the Promotion Period, there is a Major Prize Draw. Each entry received during the Daily Draw Promo Periods will be included in the Major Prize Draw. The Major Prize Draw Promo Period opens at 00:00:01 Australian Eastern Standard Time (AEST) on Saturday, 19 September 2020 and closes at 23:59:59 AEST on Saturday, 26 September 2020.</p>	Daily Draw Promo Period	Open Date	Close Date	First Saturday, 19 Sept 2020	00:00:01 on 19 Sept 2020	23:59:59 on 19 Sept 2020	Sunday, 20 Sept 2020	00:00:01 on 20 Sept 2020	23:59:59 on 20 Sept 2020	Monday, 21 Sept 2020	00:00:01 on 21 Sept 2020	23:59:59 on 21 Sept 2020	Tuesday, 22 Sept 2020	00:00:01 on 22 Sept 2020	23:59:59 on 22 Sept 2020	Wednesday, 23 Sept 2020	00:00:01 on 23 Sept 2020	23:59:59 on 23 Sept 2020	Thursday, 24 Sept 2020	00:00:01 on 24 Sept 2020	23:59:59 on 24 Sept 2020	Friday, 25 Sept 2020	00:00:01 on 25 Sept 2020	23:59:59 on 25 Sept 2020	Second Saturday, 26 Sept 2020	00:00:01 on 26 Sept 2020	23:59:59 on 26 Sept 2020
Daily Draw Promo Period	Open Date	Close Date																											
First Saturday, 19 Sept 2020	00:00:01 on 19 Sept 2020	23:59:59 on 19 Sept 2020																											
Sunday, 20 Sept 2020	00:00:01 on 20 Sept 2020	23:59:59 on 20 Sept 2020																											
Monday, 21 Sept 2020	00:00:01 on 21 Sept 2020	23:59:59 on 21 Sept 2020																											
Tuesday, 22 Sept 2020	00:00:01 on 22 Sept 2020	23:59:59 on 22 Sept 2020																											
Wednesday, 23 Sept 2020	00:00:01 on 23 Sept 2020	23:59:59 on 23 Sept 2020																											
Thursday, 24 Sept 2020	00:00:01 on 24 Sept 2020	23:59:59 on 24 Sept 2020																											
Friday, 25 Sept 2020	00:00:01 on 25 Sept 2020	23:59:59 on 25 Sept 2020																											
Second Saturday, 26 Sept 2020	00:00:01 on 26 Sept 2020	23:59:59 on 26 Sept 2020																											
Item 8	Eligibility criteria	Entry is open to residents of Australia, excluding WA, who are 18 years of age or older and have purchased: <ol style="list-style-type: none"> a. a copy of an Eligible Publication on a day during the Promotion Period or be a paying digital subscriber on a day in the Promotion Period and find the Promotion 																											

		<p>Codeword for that day in the Relevant Newspaper. For the purposes of this clause, an Eligible Publication is a hard copy or digital print edition of any of the following newspapers published during the Promotion Period:</p> <ul style="list-style-type: none"> ▪ NSW: The Daily Telegraph, The Sunday Telegraph ▪ VIC: Herald Sun, Sunday Herald Sun, Geelong Advertiser ▪ QLD: The Courier-Mail, The Sunday Mail, Gold Coast Bulletin, Cairns Post, Townsville Bulletin, Toowoomba Chronicle ▪ SA: The Advertiser, Sunday Mail ▪ NT: NT News, Sunday Territorian ▪ TAS: The Mercury, Sunday Tasmanian <p>(each an Eligible Publication); and</p> <p>b. from the Promoter Group or an agent of the Promoter Group, a valid Instant Scratch-Its \$5 Live the Life Tropical (game no. 7856) or Live the Life Beach (game no. 7857) (Relevant ISI Ticket), on a given day during the Promotion Period (an Eligible Entrant).</p> <p>Eligible Entrants must retain both the Eligible Publication and Relevant ISI Ticket to be provided to the Promoter as proof of purchase at the relevant time after the Draw Date.</p>
Item 9	How to enter	<p>Each Eligible Publication contains a daily code word relevant to the Promotion (Promotion Codeword) and each Relevant ISI Ticket contains a unique code located under the  device (SYS Code).</p> <p>To enter the Daily Draw, Eligible Entrants must complete the online entry form at www.60kgiveaway.com.au (the Website) in accordance with the instructions on the Website including providing the Promotion Codeword and SYS Code during a Daily Draw Promo Period.</p> <p>An Eligible Entrant who completes the steps above during a Daily Draw Promo Period will automatically receive one (1) entry into the Major Prize Draw.</p> <p>All entries are deemed received at the time of receipt by the Promoter, not at the time of transmission by the entrant. The cost of accessing the promotional website will be dependent on the participant's Internet Service Provider.</p>
Item 10	Maximum Number of Entries	<p>Individuals may submit multiple entries throughout the Promotion Period subject to the following conditions:</p> <ol style="list-style-type: none"> a. Each Relevant ISI Ticket and Eligible Publication can only be used to enter the Draw once. b. An Eligible Entrant may enter the Draw multiple times using unique Relevant ISI Tickets and Eligible Publications per entry. <p>For the avoidance of doubt, an individual may submit an entry for one or more unique Relevant ISI Tickets in any given day of the Promotion Period provided the individual has purchased at least one (1) Eligible Publication on that day.</p>
Item 11	How to win	<p>The winner of each prize will be, for that prize draw, the first valid entry drawn by the Promoter by random number generator.</p>
Item 12	Draw details	<p>The Daily Draw will occur at 12:30pm (AEST) on the next business day immediately after the Daily Draw Promo Period (Daily Draw Date) at 180 Ann Street, Brisbane QLD 4000. For example, the Friday and Second Saturday Daily Draw Promo draw will be held on Monday, 28 September 2020 at 12.30pm (AEST).</p> <p>The Major Prize Draw will occur at 12.30pm (AEST) on Monday, 28 September 2020 (Major Draw Date) at 180 Ann Street, Brisbane QLD 4000.</p>
Item 13	Prize/s	<p>There are eight daily cash prizes for the Promotion Period of AUD \$5,000.00 (the Daily Prize).</p> <p>There is one major cash prize for the Promotion Period of AUD \$20,000.00 (the Major Prize).</p>
Item 14	Total number and value of prizes	<p>There are nine (9) prizes. The total value of Prize/s is \$60,000.00 (inc GST) as at 14 July 2020.</p>

Item 15	Notification of Winners	Winner/s will be notified by telephone or email using the contact information provided in his or her entry to the Promotion within 3 business days of the Draw. Winners' names will also be published on thelott.com and 60kgiveaway.com.au
Item 16	How to claim a prize	<p>The first valid entry drawn in each of the Daily Draw and Major Prize Draw will win the prize relevant to the Draw, subject to that Eligible Entrant providing to the Promoter if requested:</p> <ol style="list-style-type: none"> the original Relevant ISI Ticket containing the SYS CODE relating to that entry; proof of purchase of the Eligible Publication; photo identification or other identification acceptable to the Promoter which confirms that the entrant is 18 years of age or older; and a statutory declaration or prize claim form witnessed by a Justice of the Peace confirming details about the Eligible Entrant and his or her entry. <p>In order to receive any cash prizes, the name provided by the entrant in his or her entry must be the same as the name of an eligible bank account into which a cheque can be deposited. If a winning entry does not contain this information, then the Promoter may not be able to distribute the prize to the winner.</p>
Item 17	Prize delivery	The Winner must nominate a bank account on the prize claim form and the Prize will be paid by electronic funds transfer to that nominated bank account.
Item 18	Prize specific conditions	Not applicable.
Item 19	Unclaimed Prize Draw details	<p>If the Winner resides in South Australia, Northern Territory, Queensland, New South Wales, Australian Capital Territory, or Tasmania, the prize will be treated as unclaimed prize money pursuant to relevant lottery regulation.</p> <p>If the Winner resides in Victoria, an Unclaimed Prize Draw will be held as follows:</p> <ol style="list-style-type: none"> Draw: 12:30pm (AEST) on 27 December 2020. Location: 180 Ann Street, Brisbane, QLD The Promoter will attempt to contact the Winner of unclaimed prize by email/telephone within three (3) business days of the Unclaimed Prize Draw and his/her details will be published on thelott.com
	Promoter's Website and contact phone number	www.thelott.com Ph: 131 868
	Authorised under	<ul style="list-style-type: none"> ▪ Lotteries Rule (QLD) in Queensland, Tasmania and the NT ▪ Instant Lotteries Rule in New South Wales and the ACT ▪ Lotteries (Promotional Lotteries) Rule in South Australia ▪ <i>Gambling Regulations 2015</i> (VIC) in Victoria

1. General

1.1. These Promotional Terms and Conditions govern your participation in the Promotion and must be read together with:

- a. the terms/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. If the Promoter reasonably conditions 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. Entry to the Promotion is free once the Eligible Entrant has purchased the Relevant ISI Ticket and Eligible Publication.

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 of the Promoter Group and Nationwide News Pty Limited (ABN 98 008 438 828) who are directly involved with the Promotion; and
- b. agents, franchisees of the Promoter/s and employees of those agents and franchisees.

2.4. 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 these Terms and Conditions;
- 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 become property of the Promoter.

3.3. 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.

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 that entrant's responsibility.

3.6. 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.

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 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.

6.2. If the Prize/s is unavailable, the Promoter, in its absolute discretion, 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. 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).
- 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. 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.

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.
- 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. 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 and Nationwide News Pty Limited (ABN 98 008 438 828) 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) and Nationwide News Pty Limited (ABN 98 008 438 828) 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.
- 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. Nationwide News Pty Limited (ABN 98 008 438 828) will collect, use and disclose an Eligible Entrant's personal information (as defined under the *Privacy Act 1988* (Cth)) (**Personal Information**) for and on behalf of the Promoter in accordance with the News Corp Australia Privacy Policy available at Item 2. The Promoter will collect, use and disclose an Eligible Entrant's **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.
- 10.2. By entering the Promotion, the Eligible Entrant acknowledges and consents to:
- Nationwide News Pty Limited (ABN 98 008 438 828) collecting the Eligible Entrant's Personal Information for the Promoter and Nationwide News Pty Limited (ABN 98 008 438 828) to use 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;

- c. the Promoter and Nationwide News Pty Limited (ABN 98 008 438 828) 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.

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. 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.

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.

