PROMOTIONAL TERMS AND CONDITIONS SATURDAY LOTTO MEGADRAW PROMOTION		
Item	**Title**	**Term/Condition**
Item 1	**Promotion name**	Saturday Lotto Megadraw Social Media Competition
Item 2	**Other terms and conditions relevant to this Promotion**	n/a
Item 3	**Type of promotion**	Trade Promotion
Item 4	**Jurisdiction**	Australia wide, excluding Western Australia
Item 5	**Promoter**	• For residents of Queensland, the Promoter is: Golden Casket Lottery Corporation Limited (ABN 27 078 785 449) • For residents of Victoria, Tasmania and the Northern Territory, the Promoter is: Tattersall's Sweeps Pty Ltd (ABN 99 081 925 662) • For residents of New South Wales and the Australian Capital Territory, the Promoter is: New South Wales Lotteries Corporation Pty Limited (ABN 27 410 374 474 ACN 142 890 195) • For residents of South Australia, the Promoter is: Tatts Lotteries SA Pty Ltd (ABN 41 146 245 007) (as master agent for the Lotteries Commission of South Australia)
Item 6	**Participating channel**	n/a
Item 7	**Promotion Period**	12:00pm AEST 6 December 2024 to 12:00pm AEST 12 December 2024
Item 8	**Eligibility criteria**	Entry is open to persons residing in Queensland, New South Wales, Victoria, Northern Territory, South Australia, Australian Capital Territory and Tasmania who are 18 years of age or older.
Item 9	**How to enter**	The Promoter will post on Facebook and Instagram on 12 December 2024: *For a chance to WIN one of 30x Maxi QuickPicks into the draw, tell us what you'd do if you won a share of $30 MILLION.* (the **Promotion Question**) To enter, Eligible Entrants should must: 1. comment their answer to the Promotional Question on the Post on Facebook OR Instagram, AND 2. follow @TheLott on Instagram and Facebook.
Item 10	**Maximum Number of Entries**	Each Eligible Entrant may only enter into the Promotion once.
Item 11	**How to win**	The Promoter will judge all entries and decide the Winner(s) based on the most creative and memorable answer as determined in the Promoter's sole discretion. Determination of the winner by the Promoter is final and binding. No correspondence will be entered into.
Item 12	**Draw details**	1pm AEST on Thursday, 12 December 2024 180 Ann Street, Brisbane, QLD
Item 13	**Prize/s**	The Prize comprises: 30x Saturday Lotto Maxi QuickPicks worth $42.10 each into the $30 Million Megadraw (draw 4535) on 4 January 2025.
Item 14	**Total number and value of prizes**	There are 30 Prizes valued at $42.10 each.
Item 15	**Notification of Winners**	The Promoter will notify the winners by direct message on Facebook or Instagram. Promoter may also announce or publish the initials and suburb or town of the prize winner in any media, including the Promoter's Website.
Item 16	**How to claim a prize**	The Winner must claim the Prize within 24 hours of being notified by the Promoter that they are the Winner. The Winner will need to provide their name, proof of age, and contact details to be sent the prize via mail. If, after making reasonable efforts, the Promoter cannot contact the Winner or the Winner has not claimed the Prize within 24 hours, a Winner will be deemed to have forfeited any entitlement to the Prize and a redraw will occur in accordance with Item 19.
Item 17	**Prize delivery**	The Prize will be delivered to the prize winner via mail or deposited into their online accounts.
Item 18	**Prize specific conditions**	(a) Prize for a maximum of 30 people (b) If the Prize, or any part of the Prize, is not available for any reason, the Promoter reserves the right to substitute the prize for another of similar value. (c) The Prize is not transferable nor redeemable for cash. (d) The Prize is provided by the Promoter
Item 19	**Unclaimed prize draw details**	If a Winner is unable to be contacted and/or fails to claim the Prize within 24 hours of being notified by the Promoter that they are the Winner, then that person's right to the Prize is forfeited. The Promoter will choose a substitute Winner, who will be subject to the conditions noted above.
	Promoter's Website	www.thelott.com

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Item	**Title**	**Term/Condition**
	Authorised under	*Game of Skill – no permits required*

20. General

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

a. the Promotional Terms and Conditions in the table above (**Schedule**); and
b. instructions and information on how to enter the Promotion.

20.2. 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.

20.3. 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 20 to 30, the Schedule prevails.

20.4. 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.

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:

a. agents of the Promoter and employees of those agents.

21.4. 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.

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 the 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 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, 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:

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 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 in 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:

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 using the details in Item 5 or by following the "unsubscribe" prompts shown on any material received.

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 Schedule 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.