

**“TATTS CARD - WIN A GIFT CARD A WEEK PROMOTION”
TERMS AND CONDITIONS OF ENTRY**

1 Promotion

- 1.1 Promotion Period: Entry into the promotion commences at 00:00 Sunday 18 July, 2010 and ends at 23:59 on Saturday 14 August, 2010 (“**Promotion Period**”).
- 1.2 Weekly Bonus Draw: There will be four (4) Weekly Bonus Draws conducted according to the Weekly Bonus Draw Schedule in **clause 4.1**. Each Weekly Bonus Draw will be conducted in accordance with these terms and conditions by Tatts at 87 Ipswich Rd Woolloongabba, Qld.
- 1.3 Weekly Draw Period: This is the period of one week between 00:00 Sunday and 23:59 Saturday, during the Promotional Period according to the Weekly Bonus Draw Schedule in **clause 4.1**.
- 1.4 Participating Outlets: Participating Outlets are the operating premises of current Tatts Franchisees in Victoria, Tasmania, the Australian Capital Territory and the Northern Territory only and where applicable, the premises of the Promoter (“**Participating Outlets**”). Tatts Quick (7-Eleven) outlets are excluded.

2 Eligibility and entry

- 2.1 Automatic entry: Eligible entrants are automatically entered into a Weekly Bonus Draw by the Promoter.
- 2.2 Eligible entrants: Subject to any qualifications in these terms and conditions, an eligible entrant (referred to as “**Eligible Entrant**”) is a person who meets the following criteria. The person must:
- (a) be 18 years of age or older and be a Victorian, Tasmania, Australian Capital Territory or Northern Territory resident; and
 - (b) either:
 - (i) be the registered holder of a current Tatts Card according to Tatts records and renew that Tatts Card by paying the annual administration fee for either 1 year (\$7.70), 2 years (\$14.30) or 3 years (\$19.80) (including GST) at Participating Outlets during the Promotion Period; or,
 - (ii) purchase a new Tatts Card membership by paying the annual administration fee for either 1 year (\$7.70), 2 years (\$14.30) or 3 years (\$19.80) (including GST) at Participating Outlets during the Promotion Period.
- 2.3 Ineligible: The following limitations apply to eligibility (or continued eligibility) for this promotion:
- (a) employees of the Promoter (and/or its agents) who are directly involved with the conduct of the promotion and their immediate families including spouses, parents, siblings and children of any such employees and/or agents are ineligible to enter;
 - (b) a person who is the registered holder of a Tatts Card is not an Eligible Entrant where, prior to a Draw, that person asks the Promoter to suspend or deactivate his/her Tatts Card for any period which includes the date of the relevant Draw.
- 2.4 Number of entries: One (1) entry into a weekly bonus draw will be granted for each year of a Tatts Card membership renewed or purchased within a Weekly Draw Period, e.g. three years membership equals three entries into the promotion.

2.5 Allocation of entries into a promotional draw: Allocation of entries into a Weekly Bonus Draw will be based on the Weekly Draw Period in which membership fee is paid, as per the Draw Schedule in **clause 4.1**.

2.6 Cancelled Memberships: If you cancel your Tatts Card membership during the Promotion Period, we may cancel your entry in the promotional draw for that purchase. If you are a prize winner and subsequently cancel your Tatts Card, or demonstrate a history of this, you may be deemed ineligible and forfeit your entitlement to the prize. You may also be excluded from the remaining Weekly Bonus Draws.

2.7 Terms & Conditions: Entry into the promotion is subject to these terms and conditions.

3 Prizes

3.1 Number of Prizes: There are a total of four (4) prizes to be won. 1 prize will be won in each Weekly Bonus Draw.

3.2 Nature of Prizes: Each prize consists of a \$500 Coles Group & Myer Gift Card.

3.3 Gift Card Terms of Use: Prize winners will be subject to the Coles Group & Myer Gift Cards Terms of Use. Gift Cards are valid for 24 months from date of issue by Coles Group & Myer. Coles Group & Myer Gift Cards are redeemable at: Myer, Target, Baby Target, Target Country, Kmart, Kmart Tyre & Auto Service, Coles supermarkets, Coles Central, BI-LO, Pick 'n' Pay stores and Officeworks. Not redeemable at Coles Express, Harris Technology, Kmart New Zealand, Bill Express, Kphoto, ATMs/kiosks, online businesses and some sub-lets and licensees. For full Terms of Use visit giftcards.com.au or phone 1300 304 990.

3.4 Retail Value of Prizes: The total retail value of all prizes on offer in the promotion is \$2,000 (incl GST). "Retail value" means the retail price of the prizes as at May 2010.

4 The Draws

4.1 Weekly Bonus Draw Schedule: There will be 4 Weekly Bonus Draws conducted according to the draw schedule below.

Weekly Bonus Draw	Weekly Draw Period		Draw Date
	Start	End	
1	18 July, 2010, 00:00	24 July, 2010, 23:59	28 July, 2010, 13:00
2	25 July, 2010 00:00	31 July, 2010, 23:59	4 Aug, 2010, 13:00
3	1 Aug, 2010 00:00	7 Aug, 2010, 23:59	12 Aug, 2010, 13:00
4	8 Aug, 2010, 00:00	14 Aug, 2010, 23:59	18 Aug, 2010, 13:00

4.2 Draw Location: All draws will be conducted at 87 Ipswich Rd Woolloongabba, Qld 4103.

4.3 Drawing and determining of prize winners: The draws will be conducted by way of random computer generated selection from a database containing all entries automatically entered on behalf of an Eligible Entrant.

To determine the prize winners, the following process will be followed –

- (a) For each Weekly Bonus Draw, One (1) entry will be drawn along with additional entries at random from all entries entered into the Promotion pursuant to **clause 2** and **clause 4.1** above. The prize winner will be the Eligible Entrant who is the holder of the first one (1) drawn entry and
- (b) If an Eligible Entrant who is the holder of the first drawn entry is subsequently deemed to be ineligible for the promotion (and does not meet the requirements set out in clause 2) then the next entry drawn will be used to identify the prize winner. This process will be continued until a prize winner has been drawn and confirmed.

However, if all of the entries drawn are deemed ineligible to win the Prize in accordance with the process set out above, then Tatts will redraw the Prize as soon as practicable in accordance with its rights set out in clause 8 on the basis that an entry that has been drawn as a winning entry is ineligible and is unable to satisfy the Terms and Conditions for the Promotion.

5 Prize notification and delivery

5.1 Notification: The Promoter will use the contact details recorded in the Tatts Card membership registry to notify the prize winner by mail and/or telephone or email of their win pursuant to clause 8.

5.2 Initials & suburb: The Promoter will publish the initials and suburb or town of the 4 confirmed prize winners in "The Australian" on Wednesday 8 September, 2010 and on the Tatts websites www.tattersalls.com.au and www.lotto.com.au.

6 Publicity

6.1 Consent: Aside from the Promoter announcing or publishing initials of a prize winner in accordance with clause 5.2 above, the name of the prize winner will not be published without the consent of the prize winner.

6.2 Participation in Publicity: A prize winner may be asked by the Promoter to participate in publicity (e.g. press, radio or television coverage) associated with the promotion. The prize winner will have the right to elect whether or not to participate in that publicity.

7 Provision of Prizes

7.1 Delivery of prizes to prize winners: For each prize, unless the Promoter considers the address of the prize winner is incorrect, the prize will be automatically sent by registered mail using the contact details recorded in Tatts Card membership registry within 1 week of the draw date for each draw detailed in **clause 4.1** unless other arrangements for collection of the prize are made.

7.2 Prizes not convertible to cash: A prize cannot be converted to a cash payment in lieu of the prize.

7.3 Non-transferable: The right to a prize is not transferable or assignable without the prior approval of the Promoter.

7.4 Claim verification: Entitlement to a prize is subject to and conditional upon the prize winner's prize claim being verified by the Promoter. This may include the prize winner being required to provide proof of identity and/or other relevant details acceptable to the Promoter.

8 Unclaimed Prize Draw

If a winning Eligible Entrant cannot be contacted using the contact details recorded in Tatts Card member registry within 90 days of the Weekly Bonus Draw Date they will be deemed to have forfeited their entitlement to the Prize. In these circumstances a redraw will be held at 15:00 on 24 November, 2010 at 87 Ipswich Rd, Woolloongabba QLD for any unclaimed prizes. The Promoter reserves the right to redraw any Prizes in the event that a winner of a Prize is not able to satisfy these Terms and Conditions, or forfeits or fails to accept their Prize. These Terms and Conditions apply to a winner of a redraw for a Prize just as if they were a winner of the original Draw.

9 Limitation of liability / risk

Subject to any statutory provisions that cannot be negated by the Promoter, the Promoter excludes any and all liability to each Eligible Entrant (in contract, tort or otherwise whatsoever) for any breach by the Promoter of its obligations to the Eligible Entrant relating to or arising from this promotion, including but not limited to, liability for any problems with or technical malfunction of the lottery system and communication network or any late, lost, incomplete, misdirected, incorrectly submitted, illegible, delayed or corrupted entries.

The Promoter shall not be liable for any loss, damage or personal injury whatsoever which is suffered or sustained (including but not limited to indirect or consequential loss) as a result of taking a prize except for any liability which cannot be excluded by law.

10 Privacy

Personal information of Eligible Entrants is obtained from the Tatts Card Membership database and will be used for the purpose of determining and contacting prize winner and may be used by the Promoter for future marketing purposes, including direct mail promotional marketing, or publicity purposes. By entering into the promotion, Eligible Entrants consent to the use of their personal information for this purpose unless and until such request is otherwise withdrawn in writing. The Promoter complies with the Australian National Privacy Principles. Eligible Entrants can gain access to the personal information held by the Promoter by phoning or writing to the Promoter.

11 Promoter

"**The Promoter**" is Tattersalls Sweeps Pty Ltd (ACN 081 925 662), 615 St Kilda Road, Melbourne, Victoria, Australia.

12 Force Majeure

The Promoters will not be responsible for any act, omission, failure or delay by the Promoter which is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike and other acts which are not reasonably within the control of the Promoter.

13 Delay / modification

The Promoter reserves the right to delay or modify this promotion, including any Draw, if for any reason any aspect of the promotion is not capable of running as planned (including, without limitation, either 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).

14 General

The Promoter expressly reserves the right to resolve any discrepancies, disputes or otherwise unforeseen circumstances as it deems fit and the Promoter's decision will be final and binding upon every person who enters the promotion. No correspondence will be entered into. The Promoter expressly reserves the right to change or alter these Terms and Conditions at any time. Participation in the promotion is deemed acceptance of these Terms and Conditions.

15 Interpretation

Reference in these Terms and Conditions to "Tatts Sweeps" or "Tatts" or "Tattersall's" is to Tattersall's Sweeps Pty Ltd (ACN 081 925 662) of 615 St Kilda Road Melbourne Victoria, Australia. Reference to the singular includes the plural and vice versa and reference to a person includes a corporation or other body or entity and vice versa. References to time are to local time in Victoria, Australia. Any reference to this promotion is to the promotion the subject of these Terms and Conditions.

16 Permits

Permit No ACT TP 10/02729.1