

Share Your #Joyments Promotion

TERMS AND CONDITIONS

1. **Acceptance of Terms and Conditions:** Instructions and information on how to enter the Promotion form part of these Terms and Conditions. Taking part in this Promotion and posting an entry to Facebook, Instagram or Twitter is deemed acceptance of these Terms and Conditions.
2. **Type of Promotion:** This is a game of skill only and there is no element of chance involved in determining the winners of the Promotion. All eligible entries submitted during the Promotion Period will be individually judged based on the creative merit of describing their Joyment.
3. **Promoter:** The Promoter is:
 - (a) Golden Casket Lottery Corporation Limited (ABN 27 078 785 449) of 87 Ipswich Road, Woolloongabba QLD 4102, telephone 131 868 (QLD, TAS and NT);
 - (b) New South Wales Lotteries Corporation Pty Ltd (ABN 27 410 374 474) of 1 Figtree Drive, Sydney Olympic Park NSW 2127, telephone 131 868 (NSW & ACT);
 - (c) Tattersall's Sweeps Pty Ltd (ABN 99 081 925 662) of Level 1, 411 Collins Street, Melbourne VIC 3000, phone 131 868 (VIC); and
 - (d) Tatts Lotteries SA Pty Ltd (ABN 41 146 245 007) (as master agent for the Lotteries Commission of South Australia) of 87 Ipswich Road, Woolloongabba QLD 4102, telephone 131 868 (SA),

collectively referred to as the **Promoter**.

The Promoter and its related companies are referred to as the **Promoter Group**.

4. **Promotion Period:** Entry into the Promotion is open from 00:00:01 on 12 February 2017 until 23:59:59 on 11 March 2017 ("**Promotion Period**").
5. **Promotion Week:** The Promotion Period is composed of four **Promotion Weeks**:

Promotion Week	Promotion Week Start Date	Promotion Week End Date	Winner Announced
1	00:00:01 on 12 February 2017	23:59:59 on 18 February 2017	21 February 2017
2	00:00:01 on 19 February 2017	23:59:59 on 25 February 2017	28 February 2017
3	00:00:01 on 26 February 2017	23:59:59 on 4 March 2017	7 March 2017
4	00:00:01 on 5 March 2017	23:59:59 on 11 March 2017	14 March 2017

6. **Eligibility:** Entry into the Promotion is free.
 - 6.1 Entry is open to residents of QLD, NSW, ACT, VIC, TAS, NT and SA who are 18 years of age or older.
 - 6.2 Employees associated with the conduct of this Promotion are not eligible to enter or win any prize resulting from this Promotion.
7. **How to enter:**
 - 7.1 To enter the Promotion, entrants must complete one of the following entry methods during a Promotion Week:

(a) Instagram or Twitter

- (i) Access and login to their personal Instagram or Twitter account; and
- (ii) Upload a photo, photo and/or text based post to their personal account which includes the hashtag “#Joyment” or “#Joyments”.

(b) Facebook

- (i) Access and login to their personal Facebook account; and
- (ii) Go to a Golden Casket, NSW Lotteries, Tatts or SA Lotteries Facebook page and locate a #Joyments post;
- (iii) Comment on the post with a photo and text based post which includes the hashtag “#Joyment” or “#Joyments”.

(c) Website entry form

- (i) Access the <https://joyments.thelott.com> webpage;
- (ii) Locate the entry form on the webpage; and
- (iii) Complete the entry form in full.
- (iv) All entries become the property of the Promoter.

7.2 Entrants must ensure that their Instagram account is set to public (not private), their Facebook post is public and that their tweet is public in order to be eligible to participate. To enter the entrant must have the consent and permission of the owner(s) or any person (other than themselves) featured in an image uploaded or posted in accordance with (a) and (b) above.

7.3 The decision by the Promoter to accept or reject an entry is at the Promoter’s sole discretion and no correspondence will be entered into. Without limiting any of the provisions of the Terms of Use of the website (<https://joyments.thelott.com>), the Promoter requires that any entry must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trademarks or other third party materials (including but not limited to any copyrighted material, trade mark, logo or mark that identifies a brand) as it could result in the entrant being subject to legal liability. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or that the Promoter considers, in its sole discretion, to infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted for entry into the Promotion.

7.4 All entrants grant the Promoter an irrevocable, royalty free, non-exclusive, world-wide licence to use the content of their post for commercial purposes including marketing the Promoter’s goods and services.

8. **Game of Skill:** This is a game of skill only and there is no element of chance involved in determining the winners of the Promotion. All eligible entries submitted in a particular Promotion Week will be individually judged based on the creative merit of describing or depicting a personal Joyment.

9. **Number of entries:** There is no limit on the number of entries for an individual entrant.

10. **Judging:**

10.1 The winner for each Promotion Week will be determined by representatives of the Promoter. Each entry will be judged on the basis of uniqueness and creativity used in describing or depicting a Joyment.

10.2 Judging will be conducted within three days of each Promotion Week End Date at 87 Ipswich Road, Woolloongabba QLD 4102.

- 10.3 The best one (1) entry, as determined by the judges during each Promotion Week, will win a prize.
- 10.4 The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case any of the selected entries are deemed to be invalid or posted by an ineligible entrant.
- 10.5 The decision of the Promoter regarding the winners will be final and binding. No correspondence will be entered in to.
11. **Prizes:**
- 11.1 There is one (1) **Instant Scratch-Its Prize Pack** to be won each Promotion Week.
- 11.2 Each Instant Scratch-Its Prize Pack will contain a variety of Instant Scratch-Its tickets, selected from the current ticket range.
- 11.3 Each Instant Scratch-Its Prize Pack is valued at \$500. The total prize pool for the Promotion is \$2000.
- 11.4 If an Instant Scratch-Its Prize Pack (or element of the Prize Pack) is not available for any reason, the Promoter reserves the right to substitute the prize for another of similar value.
12. **Notification to prize winner:** The Promoter will attempt to notify each prize winner in writing via Facebook, Instagram or Twitter within two (2) days of judging. All reasonable attempts will be made to contact each winner. The Promoter may publish each winner's full name (or account name) on the Promoter's Facebook page, Instagram account or Twitter account. The Promoter may also announce or publish the initials and suburb or town of the prize winner in any media, including the Promoter's website.
13. **Verification of prize winner:** The Promoter will request photographic identification, or other identification acceptable to the Promoter, which confirms the entrant is 18 years of age or older.
14. **Delivery of prize:** Each of the prizes will be delivered to the prize winners as soon as practicable after the Promoter makes contact with the prize winners.
15. **No right to transfer prize:** The right to the prize is not transferable or assignable to another person, or redeemable for cash.
16. **Unclaimed prizes:** If a prize winner –
- (a) is unable to be contacted, which includes if the prize winner has not responded to the Promoter's attempts to contact the prize winner; or
 - (b) relinquishes their entitlement to claim a prize in writing; or
 - (c) is able to be contacted but fails to satisfy the verification requirements set out in clause 13,
- the Promoter may at its discretion select another prize winner which will be the entry judged to be the next best entry or conduct a further judging to select further entries (if necessary) to award the prize.
17. **Validity of entry:** The Promoter reserves the right, at any time, to verify the validity of an entry or disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion. The Promoter reserves the right to delete any comment or disqualify any entry which in the Promoter's view contravenes the Promoter's Terms of Use (<http://www.tattsgroup.com/legal/terms-of-use>), the Facebook Community Standards (<https://www.facebook.com/communitystandards>), The Twitter Rules (<https://twitter.com/rules>), or the Instagram Terms of Use (<https://help.instagram.com/478745558852511>).
18. **Computer System Issues:** No responsibility is accepted for late, lost or misdirected entries. The Promoter is not responsible for any problems or technical malfunction of any computer system or social network, software or internet difficulties, including any damage to an entrant's computer,

resulting from participation in the Promotion. The Promoter does not guarantee that a social network service will be available at all times during the Promotion Period, and the Promoter will not be held responsible in this regard. Any cost associated with accessing or submitting an entry is the entrant's responsibility.

19. **Liability:** The Promoter, Facebook, Instagram and Twitter will not be liable for any loss or damage or personal injury suffered or sustained in relation to the Promotion or a prize except for any liability which cannot be excluded by law.
20. **Force Majeure:** If the Promoter is prevented from or delayed in performing an obligation by Force Majeure then the obligation is suspended during, but for no longer than, the period the Force Majeure continues and any further period that is reasonable in the circumstances. "**Force Majeure**" means an event beyond the reasonable control of the Promoter, which occurs without the fault or negligence of the Promoter.
21. **Delay or modification to conduct of the Promotion:** Subject to obtaining the approval from the regulator (if applicable), the Promoter reserves the right to delay or modify any aspect of this Promotion if for any reason it is not capable of running as planned (including without limitation, 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) but only to the extent necessary to overcome the issue that is affecting the running of the promotion as planned.
22. **Changes to the Terms and Conditions:** If the Promoter reasonably considers that a change to these Terms and Conditions is likely to –
 - (a) benefit entrants; or
 - (b) be of no material detriment to entrants,

the Promoter can make the change and may place a notification on the Promoter's website (<https://joyments.thelott.com>).

23. **Privacy:**
 - 23.1 The Promoter Group is authorised to collect certain pieces of personal information for the purpose of conducting the Promotion.
 - 23.2 By participating in the Promotion, an entrant authorises the Promoter Group, and contractors and agents of the Promoter Group, to access, collect and use the personal information collected about the entrant, and disclose personal information about the entrant, to the Promoter Group and its contractors and agents (which may include disclosure to financial institutions, lawyers, auditors, IT service providers, mail service providers, marketing service providers, market research companies, selling agents) and gaming and other regulators, for the purposes of –
 - (a) conducting the Promotion;
 - (b) providing the entrant with information about products and services of the Promoter Group. Such information may be provided electronically, or by contacting the entrant by telephone or other means, until such time as the entrant asks the Promoter not to provide further information;
 - (c) publishing the name of the prize winner via electronic communications and on the Promoter's websites(s), Facebook page(s), Instagram account(s) and Twitter account(s) on the day following the selection of the winners; and
 - (d) disclosing the initial(s), surname and suburb or town of a prize winner to selected media outlets as well as the Promoter's website. A prize winner may be asked by the Promoter to participate in publicity associated with the Promotion. The prize winner will have the right to elect whether or not to participate in that publicity.

24. **Failure to provide personal information:** If an entrant does not provide the personal information requested, or if an entrant provides inaccurate information, the entrant cannot participate in the Promotion and will not receive information about products and services of the Promoter Group. The Promoter's Privacy Policy, available at www.tattsgroup.com/legal/privacy, contains further information about how you may access and seek a correction of your personal information, how you may complain about privacy related matters and information about how your complaint will be dealt with. For privacy related queries, please contact 131 868 or privacyofficer@tattsgroup.com.
25. **No association with Facebook, Instagram or Twitter:** Facebook, Instagram and Twitter membership, pages, applications and use of these platforms generally is subject to their prevailing terms and conditions of use available at <https://www.facebook.com/policies>, <https://help.instagram.com/478745558852511>, and <https://twitter.com/tos> respectively. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Entrants understand that they are providing their information to the Promoter and not to Facebook, Instagram and Twitter. Entrants are solely responsible and liable for the content of their Uploads and any other information they transmit to other internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook, Instagram and Twitter and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of their participation of the Promotion. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to Facebook, Instagram and Twitter.
26. **Time:** Unless stated otherwise, all references to time in these Terms and Conditions are a reference to Australian Eastern Standard Time (**AEST**).