

- a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- "includes" in any form is not a word of limitation; and
- a reference to "\$" or "dollar" is to Australian currency.

38. "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
39. "Membership Terms" mean the Players Club membership terms contained in this document as amended from time to time.
40. "NSW Lotteries" means New South Wales Lotteries Corporation Pty Ltd (ACN 142 890 195).
41. "NSW Lotteries Outlets" means a retailer appointed by NSW Lotteries.
42. "Rules" means the rules made by NSW Lotteries for the conduct of public lotteries.
43. "Tatts Group" means Tatts Group Limited (ACN 108 686 040) and its related bodies corporate (as that term is defined in the Corporations Act).
44. "You" and "your" means you, the Players Club member.
45. "We", "us" and "our" means NSW Lotteries.



PLAYERS CLUB GIVES YOU MORE

Players Club has been designed so you can get the most out of NSW Lotteries.

Here are some of the benefits of being a member:

PRIZE PROTECTION

Players Club gives you piece of mind so if you win a prize, big or small, and forget to check it, we will notify you.

- We'll contact you if you win a major prize
- We'll mail you unclaimed minor prizes 8 weeks after the draw date
- Prize Alert – Your agent will tell you if you have unclaimed minor prizes after swiping your card

THE 2ND CHANCE DRAW

Each month one lucky Players Club member will win \$1,000. To enter simply go to – nswlotteries.com.au/playersclub-2ndchance and enter your Ticket Serial Number (TSN) for each non-winning ticket* and we'll give you an entry into the monthly draw.

PLAYERS CLUB TIME REWARDS

If you enter the 2nd chance draw, as a bonus, for every year you have had your Players Club membership, we'll automatically give you a 2nd chance draw entry e.g. if you've been a member for 5 years you get 5 entries etc.

PLAY AND SAVE YOUR FAVOURITE ENTRIES

To save you filling out forms each time you play, you can save your favourite numbers on your card. Just let your agent know and they will organise it for you. It's that simple.

PLAYERS CLUB MEMBER ONLY PROMOTIONS

There are regular member only promotions that you can enter. Just go to nswlotteries.com.au/playersclub to find out about the latest offers.

RESULTS AND NEWS EMAIL SERVICE

Have results to any games you choose emailed directly to your inbox. Register at nswlotteries.com.au/emailsSignup

*Excluding Instant Scratchie tickets.



New South Wales Lotteries Corporation Pty Ltd ACN 142 890 195

Players Club Membership Terms

1. These are the Membership Terms applicable to Players Club membership. They are important and should be read carefully by you.
2. You agree to the Players Club Membership Terms either expressly (e.g. when you expressly accept them as part of the registration process) or implicitly (e.g. when you make use of your Players Club Card to enter a lottery or otherwise make use of the benefits or services available to Players Club members).
3. If you are asked to accept these Membership Terms in respect of your existing Players Club membership then your acceptance acknowledges that the Membership Terms replace those which applied to your existing membership, to the extent that they are different.
4. Players Club membership is only available to persons 18 years of age or older.
5. Your right to make use of your Players Club membership to participate in a lottery (e.g. the use of your Players Club Card to purchase an entry) is conditional upon your compliance with these Membership Terms.
6. To use (and continue to use) a Players Club Card and to participate (and continue to participate) as a member, you must, when requested by us or a NSW Lotteries Outlet, pay the activation fee and the annual administration fee as set by us. These fees are non-refundable. Details regarding the activation and annual administration fees set by us can be found at NSW Lotteries Outlets and at nswlotteries.com.au. We will notify you of any change to the fees.
7. We may request either a statutory declaration of ownership or the original entry ticket be produced prior to the payment of any prize registered on a Players Club Card.
8. A prize of \$1,000 or less registered to your Players Club card and not claimed within 8 weeks of the relevant draw will be paid by cheque to you or by free ticket certificates, and forwarded by ordinary post (or, for free ticket certificates, by ordinary post or email (if provided)) to the address recorded for you on our lottery system file. A nominal handling fee inclusive of GST may be deducted from those prize payment cheques of \$1,000 or less. We will give you notice of the introduction or increase of any fee at least 30 days before the change.
9. If a prize exceeding \$10,000 is registered to your Players Club card, we will personally notify you by mail or telephone within (5) days of the relevant draw date, at the postal address or the telephone number registered to the Players Club card.
10. Prizes exceeding \$1,000 (other than prizes exceeding \$20,000) registered to your Players Club card will be paid by cheque to you and forwarded by ordinary post to the address recorded for you on our lottery system file, no later than 14 days after the relevant draw date.

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nswlotteries.com.au

HAVE FUN & PLAY RESPONSIBLY

Think! About your choices. Call Gambling Help 1800 858 858 gamblinghelp.nsw.gov.au

NSW Lotteries

11. If a prize of \$20,000 or more is registered to your Players Club Card you will be required to submit the original entry ticket to us prior to payment being made. Payment will be made either by cheque in person at our offices, or, if we agree (at our absolute discretion) by cheque forwarded by registered or express post or by electronic funds transfer.
12. Prize cheques for which a 'stop payment' is placed at your request, or which have been cancelled, returned or re-issued as a result of your failure to keep your details current, may incur additional handling/service fees to cover any costs imposed on us by third parties, including those fees charged by the bank of issue, and may be deducted from the value of the prize.
13. Prize winning lottery tickets are bearer documents and any prize payment by us to a person surrendering a winning lottery ticket shall discharge any liability we have in respect of that winning lottery ticket, irrespective of whether the lottery ticket is registered to a particular Players Club member or not.
14. We assume no responsibility or liability for lost or stolen tickets and under no circumstances shall registration as a Players Club member entitle a person to whom a winning ticket is registered to claim a prize previously paid by us to a person surrendering a winning ticket to us or a NSW Lotteries Outlet. If your ticket is lost or stolen you should tell us immediately. If you tell us in adequate time and before the prize is claimed, we may be able to stop payment of the prize.
15. Notwithstanding anything else in the Membership Terms, if a prize is registered to your Players Club Card by mistake (e.g. if you are not the true owner of the ticket but the ticket has been mistakenly registered to your Players Club Card) and we pay you the prize, you are to reimburse us the amount of that prize upon demand. Where it comes to our attention that we have paid you a prize in error, we will notify you as soon as possible.
16. It is your responsibility to ensure that the personal details and address provided to us by you for recording on our lottery system file are correct, complete and accurate at all times, and not misleading or likely to mislead. You must promptly notify us of all changes. In order to effect some changes, you may be required to complete a change of details form made available by us. You acknowledge that we rely on this information provided by you to, amongst other things, send you prize payments.
17. The accessibility and operation of the Players Club membership program relies on internet technologies outside of our control. We do not guarantee continuous accessibility, uninterrupted operation or any particular standard of performance of this service.
18. The Players Club Card remains our property. We reserve the right to withdraw the card and terminate the Players Club membership program at any time and to pay out any prize moneys which may be outstanding, in accordance with the Rules, by giving you at least 30 days' notice. You may continue to use your Players Club Card in accordance with the Membership Terms during the notice period. Where we withdraw your Players Club Card in accordance with this section, no fees or charges will be payable by you and you will be entitled to claim a pro rata refund of the administration fee for any remaining period of membership after the date of termination.
19. If you have committed a material breach of any of the Membership Terms, including for example, if we become aware or reasonably believe that your Players Club Card may have been used to facilitate or is connected with unlawful, suspicious or fraudulent transactions or has been misused, or been subject to unauthorised use we may, without limitation to such other rights and remedies we may have, terminate your membership. We will notify you as soon as possible of the termination.
20. Except to the extent that guarantees under the Australian Consumer Law cannot be excluded, we will not be liable for any errors or omissions in respect of numbers stored on our lottery system or any inability to record or retrieve numbers stored on your Players Club Card or to otherwise access our lottery system for any purpose, save to the extent that such errors, omissions or inability arise from our negligence or wilful misconduct or that of any of our officers, employees or agents. It remains your responsibility to check that numbers and/or entry details recorded on lottery tickets are correct at the time of issue.
21. Except to the extent that guarantees under the Australian Consumer Law cannot be excluded, Players Club membership is at your own risk and you relieve us of any liability to you whatsoever (whether in contract, tort or otherwise) for any loss or damage suffered by you as a result of your membership or as a result of your use or attempted use or reliance on any information, service or facility provided to you as a Players Club member, save to the extent that such loss or damage arises from our negligence or wilful misconduct (or that of any of our officers, employees or agents).
22. It is a condition of membership that you consent and authorise us to collect, use and disclose information supplied by you on your application for registration and other information which we collect in relation to you and your membership for the purposes described in the Membership Terms. If you do not provide the required information, we cannot process your application for registration. Your personal information will be dealt with in accordance with Tatts Group's Privacy Policy which is available for inspection at www.tattsgroup.com/legal/privacy.
23. Information about you which is provided by you on your application for registration is used by us to assess and process membership registrations and to inform you of prizes won by you. The information is also used for the purposes of carrying out marketing, planning, product development, administration and conduct of the Players Club program and research. You consent and authorise us to also disclose this information to our agents, contractors and to other companies in the Tatts Group so they can use it and disclose it to their agents and contractors, for the purposes of marketing, planning, product development, administration and conduct of the Players Club program and research. We may also disclose this information to any person who is the bearer of a lottery ticket that is registered to your Players Club Card, for the purposes of the administration and conduct of the Players Club program. We may also disclose your Players Club Card number on the customer display screen when you choose to use your Players Club Card during a lottery transaction. It is a condition of membership that you consent to these uses and disclosures of your information by us. When submitting your membership registration, you can elect to not have your name disclosed when announcing major prize winners. You will usually be entitled to gain access to information which we hold about you, except in certain circumstances specified by legislation. We may charge a fee for our reasonable costs in providing you with access to your personal information.
24. By becoming a Players Club member you consent to us contacting you by email and/or SMS to provide you with information about upcoming events, promotions, new products and services or other similar opportunities including payment of free prize tickets. Each time we contact you with direct marketing, we will provide you with the opportunity to opt-out from receipt of direct marketing activities and we will promptly act on your request to opt-out. If you do not wish to receive these communications, you can opt-out of any or all of them at any time by contacting us.
25. We may vary any of the Membership Terms by getting your consent or complying with this section. The steps we must take depend on the type of variation. If we reasonably consider that any change to the Membership Terms is likely to benefit you or be of immaterial detriment to you, we can make the change immediately and do not need to notify you. We will notify you of any other change to the Membership Terms either by (at our election) mail to an address provided to us by you, sent by us at least 30 days prior to the change occurring, or by email to the email address provided to us by you, sent by us at least 30 days prior to the change occurring. The notification will specify the date of commencement of the change to the Membership Terms. If you consider that any change to the Membership Terms is detrimental to you, you may terminate your membership without any fees or charges, and we will payout any prize moneys which may be outstanding, in accordance with the Rules.
26. Where we are required or permitted to give you a notice under the Membership Terms, we may do so, if the notice is about a variation of the Membership Terms, by complying with section 25, or otherwise, in any way, including by giving you the information in person (whether it be provided by us or our agents), or giving you the information by telephone, mail, email or any other form of communication using the contact details you give to us, or making the information available at nswlotteries.com.au.
27. Where we give you notice:
 - in person, it is taken to be received by you at the time we give it;
 - by mail, it is taken to be received by you on the day after posting;
 - by email, it is taken to be received by you when the email is sent, regardless of any response to the email; and
 - by making information available on nswlotteries.com.au, it is taken to be received by you at the time the information is made available on nswlotteries.com.au
28. Where you are required or permitted to give us a notice under the Membership Terms, you may do so by giving us the notice by:
 - mail addressed to Locked Bag 7, Coorparoo DC QLD 4151; or
 - email to customersupport@nswlotteries.com.au
29. Where any law requires or permits us to give information to you, you consent to that information being given by an electronic communication.
30. We shall not be bound by any rule or agreement made between group entrants.
31. We may assign our rights and obligations under the Membership Terms to other companies in the Tatts Group and we will give you notice no later than 30 days after any such assignment occurs. Otherwise, we may assign our rights and obligations by giving you notice in accordance with section 26. If you consider that the assignment is detrimental to you, you may terminate your membership without any fees or charges, and we will pay out any prize moneys which may be outstanding, in accordance with the Rules.
32. The Membership Terms are to be read in conjunction with the Rules governing our lottery games which are available for inspection at nswlotteries.com.au and at NSW Lotteries Outlets. In the event of any conflict between the Membership Terms and the Rules, the Rules will prevail to the extent necessary to resolve the conflict.
33. Nothing in the Membership Terms affects your rights under the Australian Consumer Law. Our services come with guarantees that cannot be excluded under the Australian Consumer Law.
34. The laws of New South Wales govern the Membership Terms. Each of us submits to the jurisdiction of the courts of the State of New South Wales.
35. Any non-enforcement by us of any of our rights under the Membership Terms will not constitute a waiver of those rights. Any waiver by us of any of our rights under the Membership Terms will not constitute a waiver on any subsequent occasion.
36. There are sections in the Membership Terms which cross reference or link to information on nswlotteries.com.au. Unless the context otherwise requires, that cross reference or link is not intended to make the cross referenced or linked information a part of the Membership Terms.
37. In the Membership Terms:
 - headings are for convenience only and do not affect interpretation;
 - "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;