



BSG

AUSTRALIA

BINGO & FUNDRAISING



BSG Rewards NSW Promotion: Terms & Conditions

1. Background

- 1.1. BSG Rewards Promotion (**Promotion**) is a promotion conducted by Big Bucks Bingo Australia Pty Ltd (**Promoter**) under the Act in conjunction with Customers:
- (a) at certain participating venues operated by Customers in New South Wales (as determined by Customers at their discretion); and
- (b) for the benefit of the eligible Patrons.
- 1.2. By participating in the Promotion, eligible Patrons may win prizes from the Promoter and/or the Customer subject to these terms and conditions being met.

2. Definition and Interpretation

2. Definitions

2.1. Unless the context otherwise requires:

- (a) **Act:** means the *Public Lotteries Act 1996* (NSW).
- (b) **BSG Rewards Promotional Game:** has the meaning given to it under clause 4.
- (a) **Confidential Information:** means any information which by its nature is confidential, is received on the express or implied understanding that it is confidential, or is marked as being confidential. Confidential Information may include:
- (i) information about processes and policies, commercial operations, financial arrangements or affairs; or
- (ii) records,
- but does not include:
- (iii) information that is publicly known for reasons other than as a result of a breach of this Agreement; or
- (iv) any other information that is received through a third party and which is not governed by an obligation of confidence.
- (c) **Customer:** means any person, business, corporation or other entity in New South Wales who engages the Promoter to provide goods and services to help the Customer to offer Games of Chance to Patrons at certain participating venues.
- (d) **Excluded Person:** means:
- i. any employee, agent or contractor of the Customer who is rostered on to work during any scheduled BSG Rewards Promotional Game;
- ii. any employee, agent or officer of BSG Australia; or
- iii. any person who is an Immediate Family Member of any employee, agent or officer of BSG Australia.
- (e) **Games:** means a public lottery as defined by section 5 of Act and includes bingo, raffles, lucky draws or other games of chance to which section 5 applies. It includes Games sold by Customers at the following entry points:
- i. Charity Housie Bingo Sessions;
- ii. Club Bingo Sessions;
- iii. Club Raffles;
- (f) **Immediate Family Member:** means any person who has a relationship formed by blood, adoption or marriage with another and includes:
- i. spouses, ex-spouses or de-facto partners;
- ii. children;
- iii. parents;
- iv. grandparents;
- v. siblings;
- vi. in-laws;
- vii. aunts or uncles;
- viii. nieces or nephews;
- ix. first cousins.
- (g) **Intellectual Property:** means all registered and unregistered rights in Australia and throughout the world for:
- i. copyright;
- ii. trademarks or service marks;
- iii. designs;
- iv. patents;
- v. semiconductors or circuit layouts;
- vi. source codes and object codes;
- vii. trade, business or company names;
- viii. indications of source or appellations of origin;
- ix. trade secrets;
- x. know-how and Confidential Information;
- xi. the rights to registration of any of the above; and
- xii. the right to bring an action for infringement of any of the above;
- but excludes Moral Rights.
- (h) **Moral Rights:** means the moral rights conferred under the Copyright Act 1968 (Cth), including the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed.
- (i) **Patron:** means any Patron of the Customer who:
- i. is 18 years or older; and
- ii. plays Games conducted by the Customer at participating venues.
- (j) **Personal Information:** has the meaning given to it in our Privacy Policy.
- (k) **Privacy Policy:** means the Privacy Policy (as amended from time to time) governing the use of the Site which can be found at www.bsg.com.au/privacy-policy.
- (l) **Promoter:** means Big Bucks Bingo Australia Pty Ltd (ACN 40 138 912 526) having a principal place of business of 18 Duntroon Street, Brendale QLD 4500.
- (m) **Term:** means from 27/09/2021-25/09/2022.

3. Promotional Game Entry

- 3.1. Patrons will win an entry into the Promotion (**Promotional Games**) when all of the following conditions are satisfied:
- (a) the Patron is not an Excluded Person; and
- (b) the Patron acquires a ticket to play one or more Games conducted by the Customer at the participating venue; and
- (c) the Game is one for which Promotion applies (**Entry Game**) in that:
- i. the ticket for the Entry Game includes official branding saying the Promotion will be triggered once clause 3.1(d) is satisfied; or
- ii. the Patron receives a separate ticket for the Entry Game with official branding saying the Promotion will be triggered once clause 3.1(d) is satisfied; and
- (d) the Patron plays the Entry Game and in doing so, wins the opportunity to participate in the Promotional Game by:
- i. for bingo, the Patron is the first person to get a full house (i.e. 15 numbers) in the lowest number of calls; or
- ii. for raffles, lucky draws or other Entry Games to which the Promotion applies, the Patron is the first person to win that Entry Game and satisfies all other conditions and rules needed to trigger and play the Promotion.

4. Promotional Game – How to Play

Ticket Information

- 4.1. Each ticket for the Promotional Game whether they be printed on a separate ticket or on a clear identifiable part of an Entry Game ticket (e.g. the underside of the Entry Game ticket) will contain six games.

Prizes

- 4.2. For each Promotional Game, entrants will receive the opportunity to win different prizes which include:
- (a) **Major:** \$1,000;
- (b) **Maxi:** \$500;
- (c) **Minor:** \$100;
- (d) **Feature:** \$250 which is only available when the feature screen is triggered; or
- (e) Prizes up to but no more than 2 x \$1,000 (Major Symbol) can be won; prizes up to but no more than 24 x \$500 (Maxi Symbol) can be won (i.e. a maximum of 24); and prizes up to but no more than 250 x \$100 prizes (Mini symbol) can be won (i.e. a maximum of 250); At the end of the lottery all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool being exceeded.
- (f) The total prize pool is up to \$55,000 per quarter for the whole of NSW.

Bonus

- 4.3. The Bonus:
- (a) Is a discretionary accumulated jackpot that is added to the Major prize;
- (b) Accumulates weekly at \$1,000 a week from the second week onwards, but is capped at a maximum of \$49,000
- (c) If the Bonus is available and it is won, the Major prize remains at \$1,000 and the Bonus prize reverts to \$0.

How to Play

- 4.4. In order to play the Promotional Game, entrants need to match five identical symbols on their ticket. For example:
- (a) five matching major symbols wins the Major prize;

- (b) five matching maxi symbols wins the Maxi prize; or
- (c) five matching minor symbols wins the Minor prize.

- 4.5. The number of symbols generated for each prize level is dependent on the number of tickets sold for the relevant Entry Game triggering the Promotion.
- 4.6. The symbols needed to play for the Promotional Game will be:
- (a) randomly assigned to numbers on the 90 number electronic display board before the Entry Game starts; and
- (b) checked with those entrants who satisfy clause 3 once the Entry Game has finished.
- 4.7. Winners will be notified by mail, email or telephone and have their name published at www.bsgrewards.com.au

Multiple Prize Winning Tickets

- 4.8. Multiple prize wins in the same Promotional Game on the same ticket are not allowed. If a Patron has a multiple prize winning ticket, only the highest level prize will be paid.

Multiple Winners

- 4.9. If a Promotional Game produces multiple winners of the same prize, the prize will be divided equally among the multiple winners. For example:
- (a) **Single winner:** prize is awarded to the individual valid ticket.
- (b) **Multiple Winners of same level prize:** relevant prize is divided equally among the multiple winners.
- (c) **Multiple winners of different level prizes:** prizes are awarded to individual valid tickets.

Feature Game

- 4.10. The entrant will be eligible to play the feature game providing the feature symbol is matched against a number on the winning ticket.
- 4.11. For the feature game, before the Promotional Game begins one feature symbol will be randomly assigned to a number on the electronic display board.
- 4.12. If the feature symbol is matched against a number on the winning ticket, the feature screen will launch automatically and will randomly display match to win symbols.
- 4.13. If the entrant successfully collects all five feature symbols they will win the Second Chance Feature prize.
- 4.14. The total prize pool for the feature game will be a maximum of 20 x \$250 prizes per quarter for the whole of New South Wales.

Unclaimed Prizes

- 4.15. If any prize is not claimed within 14 days of the Promoter announcing the winner, that prize will be forfeited and included in the Promoter's unclaimed prizes draw to be held on 08/01/2023.
- 4.16. The unclaimed prizes draw will be a random draw conducted by the Promoter at their principal place of business where the first number drawn will identify the winner.
- 4.17. Patrons can register for the unclaimed prizes draw at www.bsgrewards.com.au.
- 4.18. If there is more than one prize available to be won during the unclaimed prizes draw, prizes will be drawn in order from the largest prize to the smallest prize.

5. Intellectual Property

- 5.1. To the fullest extent permitted by law, all Intellectual Property subsisting in any material connected with the Promotion or any Promotional Games that are played during the Promotion belongs to or are licensed to the Promoter.
- 5.2. Customers and Patrons must not publish, adapt, distribute to third parties, amend or make any copy of any part of any material which contains Intellectual Property belonging to the Promoter without the Promoter's prior written consent.
- 5.3. By conducting and entering this Promotion, Customers and Patrons agree that they will not do anything that interferes with or breaches the Intellectual Property rights of:
- (a) the Promoter; or
- (b) any third party who licenses Intellectual Property that is incorporated into material used for the Promotion.

6. Confidential Information

- 6.1. The Promoter must ensure that Confidential Information is kept confidential and is not disclosed to any person except:
- (a) to its employees, officers, agents, contractors and sub-contractors to the extent needed for the Promotion;
- (b) where disclosure is authorised or required by law; or
- (c) with the disclosing party's consent.
- 6.2. The Promoter must ensure that all Confidential Information is:
- (a) kept reasonably secure; and
- (b) only used for purposes for which it is originally disclosed.

7. Personal Information

- 7.1. The Promoter's Privacy Policy applies to all Personal Information that is collected, stored and used in connection with the Promotion.
- 7.2. If requested, the Promoter will provide an electronic copy of the Privacy Policy to Patrons if requested.
- 7.3. When managing, maintaining, storing and transferring information (including Personal Information), the Promoter agrees that it will:
- (a) do all things reasonably necessary to ensure the Personal Information is kept secure;
- (b) only use Personal Information for the purpose for which it is disclosed; and
- (c) notify Patrons if there has been a breach of data security and do all things reasonably necessary to remedy the breach.
- 7.4. By entering the Promotions, prize winners also consent to the publishing of their name and the suburb of residence on www.bsgrewards.com.au to notify Patrons of the prize winners in circumstances where:
- (a) the prize winner is absent; and
- (b) the prize is still able to be won in the prize winner's absence (e.g. Second Chance Promotional Draw; Unclaimed Prize Draw).
- 7.5. By participating in the promotion, Patrons authorise the Promoter and its employees, agents and contractors to collect and disclose their Personal Information for purposes related to:
- (a) conducting the promotion; and
- (b) providing information about products and services of the Promoter until such time as the Patron asks the Promoter not to provide further information.
- 7.6. Prize winners may be asked by the Promoter to participate in publicity associated with the Promotion but will have the right to elect whether or not they want to participate in that publicity.

8. Exclusions and Disclaimers

Disqualification

- 8.1. The Promoter reserves the right, at any time, to verify the validity of an entry or disqualify any Patron who:
- (a) submits an entry that is not in accordance with these terms and conditions;
- (b) who tampers with the entry process.
- 8.2. The decision to verify, validate or disqualify an entry is in the Promoter's absolute discretion.

Late Entries

- 8.3. No responsibility is accepted for late, lost or misdirected entries.

Technical Difficulties

- 8.4. The Promoter (at its absolute discretion) is not responsible for any problems or technical malfunction of any computer system, software or internet difficulties or other errors, including:
- (a) any damage to a Patron's software, hardware or device used to participate in the Promotion;
- (b) any damage or technical difficulties with any software, hardware, system or device used by the Customer or the Promoter in connection with the Promotion;
- (c) any third party interference, virus, infection, virus, bugs, fraud, technical failures, power failures or hack that compromises the integrity of any software, hardware, system or device that is used in connection with the Promotion;
- (d) any unforeseen cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion;
- (e) any printing errors for any tickets resulting any damage or defect that is captured by 8.4(a)-(d); or
- (f) operator error by any Customer or Patron.
- 8.5. Any prizes that are won when clause 8.4 is applicable are null and void.
- Promoter's Decisions**
- 8.6. Any decisions made by the Promoter (at their absolute discretion) under this clause are final and binding.