

# KENO CONNECT

## Terms of Use

### General

These Terms of Use (**Terms**) apply to the website owned and operated by The Lottery Corporation Pty Ltd or any related bodies corporate who are licensed to conduct Keno, under the domain name [www.KenoConnect.com.au](http://www.KenoConnect.com.au) (**the Website**).

By visiting the Website, you are bound by these Terms in addition to any other terms that are notified to you on the Website, including:

- specific and additional terms accessible that apply to specific sections of the Website;
- the privacy policy accessible at <https://www.keno.com.au/privacy> (**Privacy Policy**); and
- any other policy as determined by us,

collectively constituting a legally binding agreement between you and us.

To the extent of any inconsistency between these Terms and any additional terms, the Privacy Policy and any more specific terms shall override the general Terms to the extent of the inconsistency.

The Terms relate specifically to the access and use of the Website by a venue that is appointed as a Keno agent (**Keno Venue**) pursuant to a Keno agency agreement or similar agreement with us (**Keno Agency Agreement**).

### Access and Use

The Website is only intended for access and use by a Keno Venue and its staff or representatives authorised to access and use the Website. The Website is provided as an additional resource to Keno Venues. You must not permit any other person to use or exploit the Website without the permission from us.

By using, accessing, or reviewing the Website, you warrant to us that you have the authority to enter into an agreement with us on these Terms and that you have considered and agree to be bound by these Terms, as may be modified from time to time.

These Terms are current as at the date at the end of this web page. We reserve the right to make changes to the Terms from time to time, and it is your responsibility to read these Terms each time you use the Website to ensure that you are kept up to date. We will provide you with notification where we reasonably believe that any variation to these Terms will cause material detriment to you. If you do not agree to any of the Terms, please refrain from using the Website. By ~~agreeing~~ using the Website, you accept the current Terms.

We do not guarantee, represent, or warrant that your use of the Website will be uninterrupted, secure, or error-free.

### Access at the discretion of The Lottery Corporation

You acknowledge that your access to the Website is entirely at the discretion of us and that you may be refused access to the Website, or that access may be suspended, modified, or terminated for any reason whatsoever.

Without limiting the above, we expressly reserve the right to immediately terminate your access to the Website at any time if it decides, at its sole discretion, that you have breached these Terms or you have engaged in conduct that we consider inappropriate or unacceptable.

### IP Rights

All proprietary rights (including copyright, patent, trademark, trade secrets (**IP Rights**)) in all Website material (including forms, documents, incentives, promotions, marketing materials, reports,

videos and other material downloadable from the Website) (**Website Material**) are owned by or licensed to us.

The Website Material is protected by intellectual property laws. The Website Material is only intended for the use and benefit of Keno Venues and is only to be used, distributed, or shared for the purpose of operating a Keno business in accordance with a Keno Agency Agreement by a Keno Venue.

We grant you a limited, personal, non-exclusive, revocable license to use and access the Website Material solely for the use of the Keno Venue and for the benefit and of the Keno Venue's business on the following terms:

- a) you must not remove any of our copyright or other proprietary notice;
- b) you must not reproduce any Website Material without the prior written permission from us;
- c) you must not alter or modify any Website Material in any way whatsoever without prior written permission from us;
- d) you must not, in relation to any Website Material:
  - a. use it in a way that suggests that you are affiliated with, or endorsed by, us; and
  - b. distribute it in any way to third parties without prior written permission from us

Use of Website Material other than directly in relation to the operation of a Keno Venue's business is expressly prohibited without prior written permission from us.

### **Third party applications and websites**

We may provide you with access to third party tools, applications, and other services (e.g., regulator websites and Responsible Gambling resources) which may be hosted by a third-party provider (**Third Party Applications**). We are not responsible for any content on Third Party Applications, nor does it endorse or approve such applications. Any terms that apply to your use of any Third-Party Applications will be between you and the relevant third party.

We make no warranties or representations regarding the quality or accuracy of material available on websites controlled by third parties that you access via links or referrals from the Website (**Third Party Websites**), or that such material does not infringe the IP Rights of a third party.

Your use of any Third-Party Applications or Third-Party Websites is done so at your own risk and you should make your own enquiries before relying on them. All complaints, claims, concerns, or questions regarding Third Party Applications or Third-Party Websites should be directed to the third party.

### **Using the Website**

The Website and all Website Material is provided solely for the use of Keno Venues to benefit their Keno business operated in accordance with a Keno Agency Agreement, unless we otherwise expressly agree in writing. You must not use the Website to post, transmit, upload, or attempt to post, transmit or upload any content, materials, or information which:

- a) disrupts or interferes with any person or entity, or prevents any person or entity from accessing, using, or enjoying the Website;
- b) is offensive, obscene, unlawful, defamatory, harassing, threatening, menacing, discriminatory or otherwise inappropriate;
- c) infringes the IP Rights of any third party;
- d) collects, tracks, or solicits the personal information of others;
- e) is intended to spam, phishing, pharm, pretext, spider, crawl, or scrape any other person; or
- f) constitutes false or misleading information

(Collectively, **Acceptable Use Guidelines**).

Any breach of the Acceptable Use Guidelines may be grounds for suspension or termination of your access to the Website. We may take any appropriate action in respect of that breach.

### **Security and Privacy**

We may collect, hold, use and disclose your personal information in accordance with the *Privacy Act 1988* (Cth) and The Lottery Corporation Privacy Policy. Our privacy policy may be viewed here: <https://www.keno.com.au/privacy>.

We have granted you access to the Website and in doing so has issued you with a password that permits you to access various parts of the Website as a Keno Venue. You must protect the security of your password and ensure that it is not easy for others to guess. You must also protect the security of the email account used to register, as we may send password reminders to that account where we have been requested to do so via the Website and you are solely responsible for any use of the Website through such access, whether authorised or not.

### **Liability and Indemnity**

We have provided you access to the Website as an additional resource to Keno Venues. The Website Material includes generic information intended to assist Keno Venues and does not constitute advice.

We and our related parties (including but not limited to contractors, subcontractors, service providers, suppliers and licensors) are not liable, to the maximum extent possible under the applicable laws, for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence) or otherwise, arising from or out of your use of, or access to, the Website or Website Material, including, but not limited to, any errors or omissions in any content.

Nothing in these Terms limits, excludes, restricts, modifies, or purports to limit, exclude, restrict, or modify rights which you may have under the Australian Consumer Law. If you suffer any loss in connection with the Website, you must take all reasonable steps to minimise your loss, including notifying us without delay if there are steps, we can take to help minimise your loss.

You agree to indemnify us and our related parties in respect of any liability incurred by us for any loss, claim, damage (including all reasonable legal fees), howsoever caused, and suffered by us or our related parties due to, or arising out of, your breach of these Terms, or your use of the Website, including but not limited to, any breach of IP rights in connection with the Website.

### **Miscellaneous**

These Terms are effective unless and until terminated by us. Your sole recourse if you wish to terminate these Terms is to cease using the Website.

If the whole or any part of these Terms is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms continue to have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

Any failure by us to exercise or enforce any right or provision in relation to these Terms does not constitute a waiver of such right or provision. These Terms are governed by and construed in accordance with the laws of Victoria and both parties agree to the exclusive jurisdiction of the courts of Victoria.

Last updated: June 01, 2022.