Lotterywest membership
Terms and Conditions

1 Definitions

1.1 In these terms and conditions unless the contrary intention appears:

**Act** means the Lotteries Commission Act 1990 (WA) (as amended);

**Account** means the Lotterywest membership account with Us;

**Application for Registration** means an application for registration as a Lotterywest member via the Lotterywest Website or Lotterywest App;

**Bonus dollars** means money granted by Lotterywest to the Lotterywest member and deposited in their E-wallet which may only be used by the Lotterywest member to purchase a Digital Entry and may not be withdrawn by the Lotterywest member;

**Deadline** means the day and time of day after which offers to purchase an Entry in a particular lottery draw will not be accepted by Lotterywest;

**Digital Entry** means an Entry via the Lotterywest Website, the Lotterywest App or the Self-serve Kiosk;

**Entry** means an entry or entries into lottery games conducted by Lotterywest pursuant to the Act;

**E-wallet** means a Lotterywest member’s individual electronic wallet for the storage of funds for, and winnings from, Entries, stored within their Account;

**Login details** means the Lotterywest members’ username, password and personal identification number (PIN);

**Loss** means:
(a) damage or loss, including direct loss, economic loss, loss of profits, property damage, death or personal injury, consequential or special damage, loss of use and loss of revenue;
(b) liability of any kind whatsoever, compensation, costs, charges, expenses, claims or other obligation, including:
   (i) the cost of defending or settling a claim; and
   (ii) legal fees on a solicitor-client basis; and
which occurs whether it arises:
(c) under contract, tort (including negligence), indemnity or otherwise; and
(d) directly or indirectly.

**Lotterywest** means Lotteries Commission of Western Australia, trading as Lotterywest ABN 78 531 150 466, 38 Station Street, Subiaco 6008 Western Australia;

**Lotterywest App** means the Lotterywest mobile application software for use on smartphones, tablets and other mobile devices;

**Lotterywest member** means a person who is lawfully entitled and is registered as a Lotterywest member to purchase a Digital Entry or make registered purchases in a Lotterywest Retail Store;

**Lotterywest membership** means membership as a Lotterywest member following acceptance of an Application for Registration;

**Lotterywest Player’s Card** means a card previously issued by Lotterywest to a person registering them as a Lotterywest subscriber with a player registration service number;

**Lotterywest Rules** means the Lotteries Commission (Authorised Lotteries) Rules 2016 (WA) (as amended) and such other rules made by Lotterywest for the conduct of public lottery games;
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**Lotterywest Retail Store** means an approved Lotterywest outlet for the conduct of a Lotterywest lottery;

**Lotterywest Website** is the Lotterywest website at www.lotterywest.wa.gov.au;

**Non-withdrawable balance** means money deposited by the Lotterywest member to their E-wallet, via Visa, Mastercard or debit card, which may only be used by the Lotterywest member to purchase a Digital Entry, and may not be withdrawn by the Lotterywest member;

**Notice** means a notice given in accordance with clause 4 of these terms and conditions;

**Online** means Entries purchased through the Lotterywest Website or the Lotterywest App;

**Physical Card** means a card issued by Lotterywest registering a person as a Lotterywest member with a Lotterywest membership number;

**Physical Entry** means an Entry purchased at a Lotterywest Retail Store at a Lotterywest retailer terminal, excluding a Digital Entry;

**Registration** means registration as a Lotterywest member;

**Self-exclusion** means the election by a Lotterywest member to block themselves from purchasing Digital Entries and **Self-exclude** and **Self-excluded** have similar meanings;

**Self-serve Kiosk** means a self-contained processing station at a Lotterywest Retail Store for the viewing or purchasing of Entries;

**Spending limit** means the maximum amount a Lotterywest member may spend on purchasing Entries in a particular period or per transaction;

**Stop Payment** means the stopping or cancelling of a payment that has not yet been processed;

**Third Party Identity Verification Service Provider** means a provider of identification verification services or a ‘credit reporting body’ as defined in the Privacy Act 1988 (Cwth);

**Us** and **We** means Lotterywest;

**Virtual Card** means a digital representation of Your Lotterywest membership card;

**Withdrawable balance** means money in a Lotterywest member’s E-wallet granted to the Lotterywest member from winnings or deposits made by the Lotterywest member via BPay, which may be withdrawn by the Lotterywest member;

**You** and **Your** means the Lotterywest member.
2 Introduction

2.1 Lotterywest is a statutory authority responsible for selling lottery games and distributing the proceeds for the benefit of the Western Australian community. We are the official state lottery for Western Australia and We manage and operate the Lotterywest Website, Lotterywest App and the Self-serve Kiosk.

2.2 The Lotterywest Rules governing the lottery games conducted by Lotterywest are made in accordance with the Act.

2.3 These terms and conditions apply to all aspects of Your transactions with Us.

2.4 By making an Application for Registration or making an offer to purchase an Entry, You represent to Us that You have read, understood and accept that You will be bound by these terms and conditions.

2.5 Registration as a Lotterywest member occurs only when We accept Your Application for Registration.

2.6 A Lotterywest membership entitles You to purchase an Entry that will be registered to Your Account.

2.7 If You require assistance with or explanation of any of these terms and conditions, We advise that You seek expert independent legal advice.

3 Warning, warranty and indemnity

3.1 When You make an Application for Registration and each time You make an offer to purchase an Entry from Us, You warrant to Us that You are legally entitled to:

   (a) make an Application for Registration; and
   (b) deposit funds with Us; and
   (c) purchase the Entry and to receive winnings from Us; and
   (d) that all of the above will not in any way violate any applicable laws of Your place of residence or the jurisdiction in which You are located when transacting with Us.

3.2 We do not agree to:

   (a) accept Your Application for Registration; or
   (b) to accept Your deposit of funds; or
   (c) to accept Your offer to purchase an Entry; or
   (d) to pay You any winnings,

   whilst You are prohibited by any applicable law from any such activity. In accepting Your Entry, Application for Registration or deposit of funds, or paying You any winnings, We are relying on this warranty.
3.3 When You make an Application for Registration You provide Us with certain information. It is Your responsibility to inform Us of any changes to the information You have given Us.

3.4 We rely on this information You provide to Us being true and correct and not misleading. If the information is untrue, incorrect or misleading in any way, We may do any or all of the following:
   (a) cancel Your Registration;
   (b) cancel any Entry purchased by You or offers to purchase an Entry from You, and We may retain (or recover from You) the value of that Entry and any winnings paid to You; or
   (c) We may suspend or exclude You from being able to make any further purchases of an Entry.

3.5 By making an Application for Registration, You authorise Us to make such enquiries at our discretion to verify the personal information provided by You.

4 Our agreement with You and the applicable law

4.1 When You make an Application for Registration, You are making an offer to Us in Western Australia to enter into an agreement with You on these terms and conditions.

4.2 If we accept Your Application for Registration, an agreement between You and Us is formed in Western Australia, based on these terms and conditions and governed by the laws of Western Australia and subject to the exclusive jurisdiction of the courts of Western Australia.

4.3 Every time You offer to purchase an Entry from us, You are doing so in Western Australia pursuant to these terms and conditions and we are accepting that offer in Western Australia.

4.4 These terms and conditions and our agreement with You may be varied at any time in the following manner:
   (a) We will provide a Notice setting out the variation and the date on which it will take effect;
   (b) The Notice will be posted by Us on the Lotterywest Website; and
   (c) You will be deemed to have received the Notice at the time that it is posted on the Lotterywest Website.

4.5 When You offer to purchase an Entry from Us after You are deemed to have received a Notice referred to in clause 4.4, You are doing so in accordance with these terms and conditions as varied by the Notice.

4.6 We further reserve the right, without providing a Notice, to amend the Lotterywest Website pages and other procedures and information on or accessible from the Lotterywest Website.
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5 Responsibility for Your Lotterywest membership Account and security

5.1 You are responsible for all of the obligations arising out of or in relation to Your Registration and Your Lotterywest membership.

5.2 When We accept Your Application for Registration, We will send You an email to the email address specified in Your Application for Registration, with details to complete Your Registration.

5.3 You must enter Your Login details in order to access Your Account details and offer to purchase a Digital Entry.

5.4 It is Your entire responsibility to ensure that Your Login details or Your answers to Your security questions for Your Account are not disclosed to any other person.

6 General Registration Information

6.1 To register for Lotterywest membership You must either:

   (a) complete and submit the Application for Registration via the Lotterywest Website; or
   (b) download the Lotterywest App and follow the prompts on the sign up page to register for Your Lotterywest membership.

6.2 You may only make an Application for Registration if:

   (a) You are an individual person;
   (b) You are at least 16 years of age;
   (c) You have a Western Australian residential or business address;
   (d) You have an email address that is not already registered for a Lotterywest membership;
   (e) You have an authorised financial institution account;
   (f) You do not currently have an Account (multiple Accounts for a single individual are not permitted); and
   (g) Lotterywest has not blocked, suspended or cancelled Your Lotterywest Player’s Card, Play Online membership or previous Lotterywest membership.

   Information and procedures on proof of identification, age and residence requirements are included on the Lotterywest website at ‘Registration’ and ‘Frequently Asked Questions’ (FAQ).

6.3 Registration for Lotterywest membership is available at no charge.

6.4 Upon Lotterywest acceptance of Your Application for Registration, We will open an Account for You with an E-wallet in Your name only. You will be able to make deposits into Your E-wallet and purchase an Entry from Us using funds in Your E-wallet via Your Account.
6.5 Registration automatically qualifies You for a Virtual Card. You will receive a Virtual Card by default, which can be accessed via your Account on the Lotterywest App or the Lotterywest Website. You may also request Lotterywest to mail a Physical Card to You by logging on to the Lotterywest Website then go to ‘my account’, select ‘my card’ and follow the prompts to ‘request a Physical Card’. Otherwise, You can contact Customer Service on 133 777 or email hello@lotterywest.wa.gov.au.

6.6 Lotterywest membership is not transferable.

7 Verification of Lotterywest membership

7.1 When You submit an Application for Registration, Your identification will be verified through a Third Party Identity Verification Service Provider.

7.2 In order to verify Your identity, We may disclose Your name, residential address and date of birth to a Third Party Identity Verification Service Provider and ask the Third Party Identity Verification Service Provider to provide an assessment of whether the personal information provided matches (in whole or in part) personal information contained in reports in the possession or control of the Third Party Identity Verification Service Provider to assist in verifying Your identity. The Third Party Identity Verification Service Provider may prepare and provide Us with such an assessment and may use Your personal information including the names, residential addresses and dates of birth contained in reports from the service provider of You and other individuals for the purposes of preparing such an assessment. Any assessment provided by a Third Party Identity Verification Service Provider will only be used by Us for the purpose of verifying Your identity.

7.3 As part of the Registration process You may be directed to the Third Party Identity Verification Service Provider’s website, where you will be requested to provide information for the verification of your identity.

7.4 Once the verification process is complete and successful, We will send You an email, to the email address You have provided to Us, with details of Your temporary password to enable You to login and complete Your Registration. You will have up to 21 days to complete Your Registration after which Your Registration will be cancelled. We will remind You, via email, within 21 days to complete Your Registration as follows:

(a) Initial reminder: 2 days;
(b) Secondary reminder: 7 days;
(c) Third reminder: 14 days;
(d) Registration cancelled: 21 days.

8 Depositing Funds into Your Lotterywest membership Account

8.1 A Lotterywest member can deposit funds into their E-wallet by using BPAY® (using funds from a transaction account at an authorised deposit taking institution) or by depositing funds directly into their E-wallet using a Visa or Mastercard credit card or debit card.
8.2 Some financial institutions may treat funds transferred from a credit card as a cash advance and charge interest and/or fees from the time of transfer. It is Your responsibility to check with Your financial institution to clarify how they deal with credit card transfers of funds to your E-wallet.

8.3 Minimum and maximum deposit limits for Your E-wallet and E-wallet balance limits apply. The permitted minimum deposit to Your E-wallet is $10. The permitted maximum deposit to Your E-wallet, per deposit, is $500. The maximum amount of funds that can be held in Your E-wallet is $5,000. If Your E-wallet balance exceeds $5,000 You will not be able to purchase an Entry until You reduce Your balance to $5,000 or less. You cannot withdraw any funds that you have transferred into Your E-wallet via credit card.

8.4 Interest is not paid on funds or prizes held in Your E-wallet.

8.5 Deposits to your E-wallet cannot be made at Lotterywest Retail Stores.

8.6 No credit is available on Your Account and E-wallet. It is Your responsibility to ensure that there are sufficient cleared funds in Your E-wallet in advance to cover all of Your transactions.

9 Purchasing a Physical Entry

9.1 The following conditions apply to purchase a Physical Entry using Your Lotterywest membership:

(a) The Lotterywest member must present their Physical Card or Virtual Card at the Lotterywest Retail Store to purchase or cancel an Entry;
(b) On receipt by Us of Your offer to purchase an Entry, the Lotterywest gaming system will process Your offer and, where possible, We may accept Your offer to purchase an Entry. If We confirm acceptance of Your offer, We will provide You with relevant details relating to the Entry; and
(c) Clauses 10.5 and 10.6 apply.

9.2 A Lotterywest member:

(a) cannot set their own Spending limit for the purchase of Physical Entries; and
(b) must comply with the Lotterywest Spending limit of $100,000 per transaction for the purchase of Physical Entries.

10 Purchasing a Digital Entry

10.1 The following conditions apply to purchase a Digital Entry using Your Lotterywest membership:

(a) There must be sufficient funds in Your E-wallet to enable purchase of the Entry;
(b) The purchase must not result in the total of the purchases made by You in any seven (7) consecutive day period exceeding $500 via Online purchases and $5,000 via Self-serve Kiosk purchases;
(c) You must not be Self-excluded; and
(d) Your Account must not be suspended, blocked or closed.

10.2 When You click on the “Purchase” button on the Lotterywest Website, Self-serve Kiosk or Lotterywest App, You are offering to purchase the Entry selected and You give Us the authority to debit Your E-wallet with the cost of the Entry.

10.3 When purchasing a Digital Entry, the order in which funds will be drawn from Your E-wallet to pay for the Entry will be:
(a) Bonus dollars (if applicable);
(b) Non-withdrawable balance; then
(c) Withdrawable balance.

10.4 On receipt by Us of Your offer to purchase an Entry, the Lotterywest gaming system will process your offer and, where possible, We may accept Your offer to purchase an Entry. If We confirm acceptance of Your offer, We will provide You with relevant details relating to the Entry.

10.5 Offers from You to purchase an Entry must be received by the Lotterywest gaming system prior to the Deadline. We may, in our absolute discretion, decline an offer to purchase an Entry if it is received by the Lotterywest gaming system after the Deadline.

10.6 Lotterywest is not liable for loss of any nature (including loss of chance) that results from a delay;
(a) In transferring funds from an authorised financial institution account to an E-wallet; or
(b) In processing the purchase of an Entry; or
(c) In transferring funds from an E-wallet to an authorised financial institution account.

10.7 It is Your responsibility to satisfy Yourself before purchasing an Entry that all the details of the Entry shown on the relevant screen of the Lotterywest App, Lotterywest Website or Self-serve Kiosk are correct. A Lotterywest member cannot cancel their own Digital Entry after purchase of the Digital Entry.

10.8 Lotterywest will use reasonable endeavours to ensure (but does not guarantee) that Lotterywest members can purchase a Digital Entry 24 hours a day, 7 days a week.

10.9 Lotterywest members will only be able to purchase an Entry via the Self-serve Kiosk using their Lotterywest membership when the Self-serve Kiosk is in operation, regardless of the Lotterywest Retail Store operating or trading hours.
11 Prizes

11.1 We will send an email to Your nominated email address if You win a prize equal to or over $50.00 advising You to check Your Account. This does not apply to 1st Prizes or Division 1 prizes.

11.2 All prizes relating to Digital Entries, other than 1st Prizes or Division 1 prizes, will be credited to Your E-wallet within 24 hours of the dividends being released for that draw in which the prize was won.

11.3 Prizes won from Digital Entries cannot be claimed at a Lotterywest Retail Store.

11.4 1st Prizes or Division 1 prizes are subject to provisional payout periods, validation periods and claim procedures as set out in the Lotterywest Rules.

11.5 Prizes won via Entries (other than Digital Entries) purchased at a Lotterywest Retail Store via a terminal using a Lotterywest membership can be claimed at a Lotterywest Retail Store within 35 days from the draw date. If the prize is not claimed within 35 days from the draw date, We will automatically pay the prize into Your E-wallet, or if You have specified an authorised financial institution account for automatic payment, to that account.

11.6 Prize payments may be delayed during public holidays.

11.7 We reserve the right to reverse or place a Stop Payment on any payment that is issued to You or to temporarily block Your Lotterywest membership if we consider that payment or continuance of Your Lotterywest membership is illegal or constitutes an offence.

11.8 We further reserve the right to withhold payment of any nature and to void all winnings on an Entry if the Lotterywest member registration details are false or misleading.

11.9 Lotterywest may publish the name and address of any Lotterywest member who wins a prize unless the Lotterywest member informs Us in writing that their name and address may not be published.

11.10 Notwithstanding anything in these terms and conditions, if We pay a prize to Your E-wallet by mistake, You will reimburse Us the amount of the prize upon demand. We will notify You as soon as possible upon becoming aware of any error in the payment of a prize.

12 Withdrawing funds from Your E-wallet

12.1 You can only make withdrawals from Your Withdrawable balance in Your E-wallet to Your nominated financial institution transaction account. You can withdraw the full amount available in Your Withdrawable balance but the permitted minimum withdrawal limit is $10. Transfer of funds may take up to 3 working days.

12.2 You cannot withdraw funds from the Bonus dollars and Non-withdrawable balance in Your E-wallet. Such funds can only be used to purchase an Entry.
12.3 Prizes or funds withdrawn from Your E-wallet cannot be transferred to a credit card. They must be transferred to a transaction account at an authorised financial institution.

13 Suspension or closure of Your Lotterywest membership Account

13.1 We may suspend or close Your Account at any time without notice and without giving You any reason.

13.2 If Your Account is closed, Lotterywest will remit to You any amount payable by law.

13.3 Except as otherwise stated in these terms and conditions, in the event of death, the balance of Your Account will automatically form part of Your deceased estate. Claimants will be required to supply proof of entitlement in a form acceptable to Us.

13.4 You may close Your Account at any time, provided that all lottery draws in which You have purchased an Entry with your Lotterywest membership have taken place and Your E-wallet balance is reduced to zero (0).

13.5 If You have funds remaining in Your Non-withdrawable balance or Bonus dollars in Your E-wallet, and You wish to close Your Account, You will need to contact Lotterywest Customer Services. Contact details are available on the Lotterywest Website.

14 Responsible gaming and self-exclusion

14.1 Lotterywest is committed to responsible gaming and provides an online link to Problem Gambling Helpline information from the Lotterywest Website. Contact details are available by clicking on the ‘Play Responsibly’ link on the Lotterywest Website.

14.2 You may request to be excluded or blocked from purchasing an Entry at any time by completing and submitting a request to Self-exclude, which is accessible from the ‘My Account’ section, under ‘Manage Account’ on the Lotterywest Website upon login. Once Self-exclusion procedures have been completed and accepted by Us, a Self-excluded Lotterywest member will not be able to purchase a Digital Entry or an Entry at a Lotterywest Retail Store using Your Lotterywest membership for the duration of the nominated Self-exclusion period.

14.3 We may in our absolute discretion permanently exclude You from purchasing an Entry in which case We will remit the balance of Your E-wallet to Your nominated financial institution account, and terminate or block Your Account.

14.4 Spending limits apply to Your Lotterywest membership. You may set Your own Spending limit for purchases of Entries, provided that Your Spending limit is under the Lotterywest Spending limit set out in clause 10.1, via the ‘My Account’ section, under ‘Financial’ on the Lotterywest Website.

15 Legal proceedings and Western Australian jurisdiction

15.1 You submit to the exclusive jurisdiction of the courts of Western Australia.
15.2 You agree not to seek to stay or terminate any proceedings brought in Western Australia on the grounds that the forum is not convenient or is less appropriate than some other forum.

15.3 You agree not to challenge any application made by Us to stay any proceedings brought in any other jurisdiction.

16 **Privacy policy – use of personal information**

16.1 We collect information about You from the Application for Registration and from Your transactions. This information may include Your name, contact details, date of birth, identification details and details relating to Your transactions and use of the Lotterywest Website. We collect this information for the purposes of assessing and processing Applications for Registration, for general administration purposes, for carrying out marketing, market research, research, planning, product development, and administration of Your Account.

16.2 By becoming a Lotterywest member You consent to us contacting You by email, SMS or other means of electronic communication to provide You with information about upcoming events, promotions, new products and services and other similar opportunities.

16.3 You have the right to opt out of receiving marketing communications from Us.

16.4 You will usually be entitled to gain access to information which We hold about You, except in certain circumstances specified by law. If You wish to gain access to such information You can contact Us. We may charge a fee for providing You with access to Your personal information.

16.5 If You do not provide all of the information requested in the Application for Registration, except for those marked “optional”, We cannot process the Application for Registration.

16.6 We may report any suspicious activity with Your Account to relevant authorities without notice to You.

16.7 All records of information collected by Us by means of the Lotterywest Website, the Lotterywest App and the Self-serve Kiosk shall become and remain our property.

16.8 We use analytical tools to help track links You visit before, during and after the Lotterywest Website as well as overall activity on the Lotterywest Website and Lotterywest App. We use this information to change or improve the Lotterywest Website and Lotterywest App and Your experience on the Lotterywest Website and the Lotterywest App.

17 **Privacy policy – disclosure of personal information to third parties**

17.1 We are committed to protecting Your personal information at all times. This means any information We collect from You is securely transmitted and stored. We will comply with our Privacy Policy on the Lotterywest Website.
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17.2 You authorise Us to disclose the information provided by You to Us in Your Application for Registration or subsequent hereto, to relevant financial institutions, Third Party Identity Verification Service Providers and our agents, contractors and sub-contractors for the purpose of validating and obtaining authorisation for any deposits made by You, validating Your identity and for marketing, market research, research, planning and product development.

17.3 We are not liable for any breach of the Privacy Act or use or misuse of a Lotterywest member’s personal information by relevant financial institutions, Third Party Identity Verification Service Providers, Lotterywest agents and sub-contractors, or any other person to whom personal information is sent.

17.4 We will also disclose Your personal information if required to do so by law or by any State or Commonwealth Government agency or department.

18 Security Policy

18.1 We value the security of Your information. We take numerous steps and precautions to ensure the security and privacy of Your information.

18.2 Lotterywest membership systems are designed and operated at high levels of security.

18.3 We use Extended Validation (EV) SSL, the highest standard in the internet security industry for website authentication, to secure Your online transactions with Us.

18.4 We will not access Your credit card details. Your credit card details will not be part of our operational system. All credit card transactions are secure and processed by BPOINT®, via the Commonwealth Bank of Australia.

19 General

19.1 A decision or determination of Lotterywest in relation to a draw or Entry and the declaration and payment of prizes under these terms and conditions and the Lotterywest Rules is final and binding on Lotterywest members.

19.2 We own or are licensed to use the copyright in all of the content on the Lotterywest Website, the Lotterywest App and the Self-serve Kiosk and by accessing the Lotterywest Website, the Lotterywest App or the Self-serve Kiosk, downloading lottery results or purchasing a Digital Entry, You acknowledge our ownership and license.

19.3 No content on the Lotterywest Website, the Lotterywest App or the Self-serve Kiosk may be reproduced without Lotterywest consent and You agree that You will not interfere with or modify the Lotterywest Website, the Lotterywest App or the Self-serve Kiosk or create other material from the Lotterywest Website, the Lotterywest App or the Self-serve Kiosk.

19.4 While considerable care has been taken in compiling and updating content on the Lotterywest Website, the Lotterywest App and the Self-serve Kiosk, We do not guarantee accuracy of such content.
19.5 The Lotterywest Website and the Lotterywest App may contain links to other sites not operated by Us. We do not control those sites and are not responsible for their content. Such links do not indicate Lotterywest endorsement or support of any goods, services or content on those sites and We will not be liable to any person for any goods, services or content which may be purchased or accessed through links to the Lotterywest Website or the Lotterywest App where supplied by Us.

19.6 We cannot and do not guarantee that files available for downloading from the Lotterywest Website or the Lotterywest App will be free of viruses and/or codes that may corrupt or destruct properties. Lotterywest members are responsible for implementing virus checking and other processes to prevent any such corruption or destruction. Files are downloaded and used by Lotterywest members at their own risk.

19.7 We do not guarantee continuous accessibility, uninterrupted operation or any particular standard of performance of internet technologies in relation to the Lotterywest Website, Lotterywest App or Self-serve Kiosk.

19.8 To the extent permitted by law, Lotterywest and the State of Western Australia and their respective officers, members, employees, agents, and contractors (together the “indemnified parties”) shall not be liable for, and You release and indemnify the indemnified parties from and against any and all Loss which the indemnified parties may suffer or incur whether directly or indirectly, arising from or in connection with Your Lotterywest membership, Your use of the Lotterywest Website, the Lotterywest App and the Self-serve Kiosk or any other website which Lotterywest owns, any breach of these terms and conditions or Your act or omission, including negligence, unlawful conduct or wilful misconduct.

19.9 We may at any time and without notice to You assign any or all of our rights and duties under these terms and conditions and our agreement with You. Your Registration is personal to You, and You may not transfer, assign or otherwise deal with Your rights and obligations under these terms and conditions and our agreement with You.

20 Lotterywest Player’s Card and Play Online Membership

20.1 Holders of a Lotterywest Player’s Card may upgrade to a Lotterywest membership by following the links on the Lotterywest Website. Following successful verification by Lotterywest as a Lotterywest member, that Lotterywest Player’s Card will expire. Any other Lotterywest Player’s Cards held by the person may be used pursuant to clause 20.3 until cancelled pursuant to clause 20.4 of these terms and conditions.

20.2 If a person holds both a Lotterywest Player’s Card and a Play Online membership:

(a) their Play Online membership will be automatically upgraded to a Lotterywest membership;

(b) their Lotterywest Player’s Card cannot be upgraded to a Lotterywest membership; and

(c) their Lotterywest Player’s Card can continue to be used pursuant to clause 20.3 until cancelled pursuant to clause 20.4 of these terms and conditions.
20.3 Until 1 July 2018 (or such other date as notified by Lotterywest), or the holder of a Lotterywest Player’s Card upgrades to a Lotterywest membership, whichever occurs earlier, the holder of a Lotterywest Player’s Card may:

(a) continue to purchase Entries, other than Digital Entries;
(b) store 20 sets of favourite numbers per lottery game except Super66; and
(c) enjoy prize protection provided under the Lotterywest Player’s Card.

20.4 From 1 July 2018 (or such other date as notified by Lotterywest), all Lotterywest Player’s Cards will be cancelled.

20.5 A person will not be able to purchase a Digital Entry via the Self-serve Kiosk with a Lotterywest Player’s Card.

20.6 Upon upgrade to a Lotterywest membership from a Lotterywest Player’s Card or Play Online Membership, You acknowledge and accept that these terms and conditions apply to Your Lotterywest membership.

21 **Lotterywest Rules**

21.1 The rules governing each lottery in which Lotterywest members can purchase an Entry through their Lotterywest membership are contained in the Lotterywest Rules which are made under the Act. Links to the Lotterywest rules are provided on the Lotterywest Website.

21.2 To the extent of any inconsistency between these terms and conditions and the Lotterywest Rules or the Act, the Lotterywest Rules and the Act will prevail.

These terms and conditions were last updated September 2017.