

The Lottery Corporation Standard Goods and Services Agreement



1. General

- 1.1 The terms and conditions set out in this agreement (“**Agreement**”) apply to the order for goods (“**Goods**”) or services (“**Services**”) placed by The Lottery Corporation as described in the attached purchase order (“**Purchase Order**”) with the supplier of the Goods or Services (“**Supplier**”).
- 1.2 They are to be read as in addition to any terms specified by The Lottery Corporation in the Purchase Order and/or any attachment to it that is expressly incorporated in writing. No other terms and conditions apply to this Purchase Order or to the Goods or Services under any circumstances except where:
 - (a) The Lottery Corporation first provides its agreement in writing; or
 - (b) these terms are replaced by a longer form agreement between the parties in which case the terms of that agreement will apply.
- 1.3 No amendments to this Agreement will be binding on the parties unless approved in writing by a The Lottery Corporation representative with the actual delegated authority to approve any such amendments as notified by The Lottery Corporation from time to time.

2. Offer and Acceptance

- 2.1 The Supplier is taken to have accepted a Purchase Order if it notifies The Lottery Corporation that it accepts the Purchase Order or delivers the Goods and/or Services described in the Purchase Order.
- 2.2 If the Supplier is unable or unwilling to accept the Purchase Order, it must notify The Lottery Corporation promptly. It may propose a variation to the Purchase Order, or offer other Goods and/or Services in substitution, but any such variation or substitution must be approved by The Lottery Corporation in writing before delivery.
- 2.3 The Purchase Order once accepted, combined with the terms and conditions of this Agreement and any terms and conditions in the Purchase Order and/or any attachment expressly incorporated in writing, will form a binding agreement between the parties.
- 2.4 If there is any inconsistency between this Agreement and a Purchase Order, this Agreement will prevail to the extent of the inconsistency.

3. Supply of Goods and Services

The Supplier must supply the Good and Services:

- 3.1 in accordance with all of the requirements of this Agreement and any applicable specifications set out in the Purchase Order;
- 3.2 at the specified Site(s); and
- 3.3 on or before the Delivery Date.

4. Compliance with laws and standards

The Supplier must perform all of its obligations under this Agreement in accordance with all applicable laws and standards.

5. Supplier terms

If the Supplier (or any person on the Supplier’s behalf) purports to impose upon The Lottery Corporation or incorporate into this Agreement any additional or varied terms by any means whatsoever, including in the Supplier’s delivery documentation or in any other notification purported to be provided or delivered by or on behalf of the Supplier, then such terms will be null and void and of no force or effect unless approved by The Lottery Corporation in writing.

6. No minimum purchase and non-exclusivity

- 6.1 The Lottery Corporation is:
 - (a) not required to; and
 - (b) has not represented and does not represent that it will,

order any particular, or minimum quantity of, Goods and/or Services, or any at all, from the Supplier, under this Agreement or otherwise.
- 6.2 This Agreement is non-exclusive. The Lottery Corporation may at any time acquire any goods and services, including goods and services identical or similar to the Goods and Services, from any third party.

7. Title and risk

- 7.1 Subject to clause 7.2:
 - (a) title in and to all Goods passes to The Lottery Corporation free of any encumbrance upon payment in full by The Lottery Corporation for the Goods; and
 - (b) risk of loss or damage to Goods resides with the Supplier until the Goods are delivered to The Lottery Corporation at the relevant Site.
- 7.2 If The Lottery Corporation rejects any Goods and title or risk has passed to The Lottery Corporation in accordance with clause 7.1, title or risk (as applicable) will pass back to the Supplier upon rejection.

8. Cost

- 8.1 If the parties agree in writing that Unit Cost for the Goods or Services are to be fixed for a certain period (“**Supplier Quote**”), the Supplier must ensure that the Unit Cost invoiced are consistent with the Supplier Quote.
- 8.2 Unless provided otherwise in a Purchase Order, all Unit Cost payable by The Lottery Corporation are, subject to clause 10 (GST), inclusive of all applicable taxes, charges and duties, and all other costs and charges connected with provision of the Goods and/or Services, including for packaging, shipping, carriage, insurance and delivery and any government or other taxes, duties, imposts or levies.

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8.3 Except as expressly provided in a Purchase Order, no Unit Cost or Extended Cost will be increased for any reason whatsoever without The Lottery Corporation's prior written consent.

9. Payment of the Charges

- 9.1 The Supplier may only render invoices following the successful completion of the Services or successful delivery of the Goods in accordance with this Agreement.
- 9.2 The Lottery Corporation is not required to pay for any Goods or Services until all requirements of this Agreement have been satisfied in respect of those Goods or Services and a valid and correctly rendered tax invoice has been delivered to The Lottery Corporation by the Supplier.
- 9.3 A tax invoice is correctly rendered if:
- (a) the amount claimed in the invoice is due for payment in accordance with the applicable Purchase Order;
 - (b) it references the Purchase Order reference number, the name of The Lottery Corporation Contact, the name of The Lottery Corporation entity that issued the Purchase Order and the contact details of the Supplier;
 - (c) it is accompanied by any verifying documentation required by The Lottery Corporation;
 - (d) the Supplier has complied with its obligations under this Agreement as at the date of the invoice;
 - (e) the invoice is a tax invoice in the proper form for the purposes of GST; and
 - (f) it is addressed to the relevant member of The Lottery Corporation Group and forwarded to the billing address specified in the applicable Purchase Order.
- 9.4 Upon receipt of a correctly rendered tax invoice, The Lottery Corporation will pay to the Supplier all undisputed Charges within 30 days of receipt of such invoice.
- 9.5 If any part of a tax invoice is found to have been incorrectly rendered after payment has been made by The Lottery Corporation, then to the extent that it has been incorrectly rendered, any underpayment or overpayment will be recoverable by or from the Supplier, as the case may be.
- 9.6 Without limiting recourse to any other available means, The Lottery Corporation may set off or deduct from any amounts due to the Supplier all or any part of any monies owed by the Supplier to The Lottery Corporation for any reason.
- 9.7 If The Lottery Corporation disputes the amount of any invoice, The Lottery Corporation may, on written notice to the Supplier, withhold or suspend payment of any disputed part of the invoice until the dispute is resolved.
- 9.8 The Supplier must continue to perform the Supplier's obligations under this Agreement in the event of a dispute about a tax invoice, while that dispute is resolved.

9.9 The Lottery Corporation must:

- (a) pay any undisputed Charges in accordance with clause 9.4; and
- (b) promptly pay any disputed amounts that are subsequently found to be correctly payable.

9.10 If the Supplier fails to provide The Lottery Corporation with an invoice within 12 months of the date on which it provides any Goods and/or Services to The Lottery Corporation, the Supplier waives any right to claim any payment from The Lottery Corporation in respect of those Goods and/or Services.

10. GST

- 10.1 Unless otherwise expressly stated, the amount of any consideration specified in this Agreement or in a Purchase Order does not include any amount for Goods and Services Tax.
- 10.2 If a supply under this Agreement is subject to GST, the recipient must pay to the Supplier an additional amount equal to the applicable GST in respect of the Taxable Supply (as defined in the GST Act) (except to the extent that the consideration is expressed to be inclusive of GST).
- 10.3 The additional amount is payable at the same time as the consideration for the supply is payable or is to be provided. However, the recipient need not pay the additional amount until the Supplier gives the recipient a tax invoice or an adjustment note.
- 10.4 If the additional amount differs from the amount of GST payable by the Supplier, the parties must adjust the additional amount.
- 10.5 If a party is entitled to be reimbursed or indemnified under this Agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party, or to which the representative member for a GST group of which the other party is a member, is entitled to an Input Tax Credit (as defined in the GST Act).
- 10.6 Notwithstanding any other provision in this Agreement, the recipient is not required to pay the amount referred to in clause 10.2 unless it has received a tax invoice in respect of the supply within three (3) years and 11 months after the end of:
- (a) the first calendar month in which any of the consideration for the supply is provided; or
 - (b) if an invoice is issued prior to the provision of any of the consideration for the supply, the calendar month in which the invoice issued.

11. Intellectual Property

- 11.1 As between The Lottery Corporation and the Supplier, The Lottery Corporation owns all Intellectual Property Rights in and to any materials and information provided to the Supplier by or on behalf of The Lottery Corporation under or in connection with this Agreement ("The Lottery Corporation Materials").
- 11.2 The Supplier is permitted to use The Lottery Corporation Materials only to the extent necessary for the provision

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of the Goods and Services under this Agreement. The Supplier must on demand by The Lottery Corporation, return all The Lottery Corporation Materials to The Lottery Corporation or destroy all copies of The Lottery Corporation Materials as directed by The Lottery Corporation when no longer required by the Supplier for such purposes.

- 11.3 All Intellectual Property Rights subsisting in materials of any kind developed by the Supplier, but excluding any pre-existing rights and materials of the Supplier, under or in connection with this Agreement or the provision of the Goods or the Services vest immediately in The Lottery Corporation upon creation. The Supplier hereby irrevocably and unconditionally assigns to The Lottery Corporation all such Intellectual Property Rights.
- 11.4 The Supplier grants The Lottery Corporation a non-exclusive, irrevocable, perpetual, transferrable, sub-licensable, royalty-free licence to use any pre-existing rights, third party Intellectual Property Rights and materials to the extent necessary to enjoy the full benefit of the Services or the Goods as intended.
- 11.5 The Supplier warrants that none of the Goods or Services or their use or exploitation by The Lottery Corporation or any licensee or successor in title of The Lottery Corporation will infringe the Intellectual Property Rights or moral rights of any person. In the case of third party Intellectual Property Rights, if the Supplier is unable itself to grant a licence as contemplated by clause 11.4, then the Supplier will procure for The Lottery Corporation from the relevant third party a licence on the same terms (or substantially the same) at no additional cost to The Lottery Corporation.

12. Access

- 12.1 On reasonable notice and during The Lottery Corporation's working hours, The Lottery Corporation will use reasonable endeavours to provide the Supplier with access to the relevant location of The Lottery Corporation to enable the Supplier to deliver the relevant Goods and/or Services.
- 12.2 When providing Services at or delivering Goods to The Lottery Corporation's premises, the Supplier agrees to comply with The Lottery Corporation Policies and any other policies and procedures of The Lottery Corporation relating to workplace health and safety, safety and security in effect at those premises, as notified by The Lottery Corporation, and with all reasonable directions given by any Personnel of The Lottery Corporation.

13. Labour Hire Licensing

- 13.1 Where Labour Hire Licensing laws and standards apply to the Supplier, at all times that the Supplier provides any Services or Goods to The Lottery Corporation, it must ensure that it and any subcontractor that it engages to provide the Services or Goods hold all licences required under the:
- (a) *Labour Hire Licensing Act 2017 (SA)*;
 - (b) *Labour Hire Licensing Act 2018 (Vic)*;
 - (c) *Labour Hire Licensing Act 2017 (Qld)*; and

- (d) any other similar or corresponding legislation which applies:
 - (i) federally; or
 - (ii) in any State or Territory of Australia ("**Labour Hire Licence**").

- 13.2 The Supplier will, if requested by The Lottery Corporation, provide The Lottery Corporation with a current copy of each Labour Hire Licence that it, or its subcontractor, is required to hold.
- 13.3 The Supplier indemnifies each of The Lottery Corporation Indemnified from and against, and agrees to reimburse and compensate them for, any and all loss, damage, cost, expense or liability (including legal fees on a full indemnity basis) suffered or incurred by any of them at any time in relation to or in connection with any breach of clause 13.1 or 13.2 of these terms by:
- (a) the Supplier; or
 - (b) any subcontractor that the Supplier engages.

14. Acts and omissions of Personnel

The Supplier:

- 14.1 must ensure that none of its Personnel does or omits to do anything which if done or omitted to be done by the Supplier would be a breach of this Agreement; and
- 14.2 will at all times be responsible for any and all acts or omissions of any of its Personnel as if they were acts or omissions of the Supplier.

15. The Lottery Corporation Group members

- 15.1 The Supplier acknowledges and agrees that:
- (a) Goods and Services provided under this Agreement may be for the benefit of The Lottery Corporation and for the benefit of other members of The Lottery Corporation Group; and
 - (b) a breach of this Agreement or negligence associated with the delivery of Goods or Services, or any other actionable conduct by the Supplier, may result in loss or damage being suffered or incurred by members of The Lottery Corporation Group (other than The Lottery Corporation) who are receiving the Goods and Services.
- 15.2 The parties agree that:
- (a) all Procurement Claims between a member of The Lottery Corporation Group (including The Lottery Corporation) and the Supplier or any of the Supplier's Related Bodies Corporate may only take place or be made between The Lottery Corporation and the Supplier; and
 - (b) the Supplier will indemnify The Lottery Corporation for any Loss suffered by a member of The Lottery Corporation Group (other than The Lottery Corporation) in connection with a Procurement Claim:
 - (i) which the member of The Lottery Corporation Group would have been entitled to recover under the terms of this

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Agreement had it been a party to this Agreement in place of The Lottery Corporation; and

- (ii) for which the Supplier is or would have been liable under the laws applicable to the recovery of damages for such Loss (and not on an indemnity basis, except to the extent that the Loss would have been recoverable under an indemnity (other than this indemnity) contained in this Agreement).

15.3 Nothing in this clause 15 limits or restricts a member of The Lottery Corporation Group bringing a Procurement Claim directly against the Supplier to the extent that The Lottery Corporation is unable to obtain compensation from the Supplier under the indemnity in clause 15.2(b) on behalf of The Lottery Corporation Group member.

16. Supplier indemnity

The Supplier indemnifies each of The Lottery Corporation Indemnified from and against, and agrees to reimburse and compensate them for, any and all loss, damage, cost, expense or liability (including legal fees on a full indemnity basis) suffered or incurred by any of them at any time in relation to or in connection with any of the following:

- 16.1 any fraud by the Supplier or any of its Personnel;
- 16.2 any breach by the Supplier or any of its Personnel of any applicable laws;
- 16.3 any Claim against any of The Lottery Corporation Indemnified alleging that any Goods or Services infringe the Intellectual Property Rights or moral rights of any person;
- 16.4 any negligent act or omission of the Supplier or any of its Personnel;
- 16.5 any trespass committed by the Supplier or by any of its Personnel under or in connection with this Agreement;
- 16.6 personal injury, death, or loss of or damage to real or tangible personal property caused by the Supplier or by any of its Personnel under or in connection with this Agreement, or caused in any way by any Goods or provided under this Agreement; and
- 16.7 any liability arising from any breach by the Supplier or any of its Personnel of clauses 18 (Confidentiality), 19 (Privacy) and 20 (PCI DSS).

17. Insurance

- 17.1 The Supplier will arrange and maintain, at its cost, the following insurance:
- (a) Public and Products Liability Insurance of at least \$10,000,000 per event.
 - (b) Professional Indemnity Insurance of at least \$10,000,000 per event.
 - (c) Cyber Security Insurance (to the extent applicable) of at least \$5,000,000 per event (or any lesser amount agreed by The Lottery Corporation).

- (d) Employee compensation insurance as required by law.

- 17.2 Such insurance must commence on the Commencement Date and continue for a period of three (3) years after expiry or termination (for whatever reason) of the last Purchase Order.
- 17.3 The Supplier must, if requested, provide The Lottery Corporation with satisfactory evidence that it has complied with this clause 17.

18. Confidentiality

- 18.1 The Supplier must not disclose or use any Confidential Information except for the purposes of performing its obligations under this Agreement.
- 18.2 The Supplier may only disclose Confidential Information:
- (a) to its legal or financial advisers, to obtain advice; or
 - (b) as required or authorised by law (except to the extent the requirement can be excluded or limited by contract or by a confidentiality obligation); or
 - (c) with The Lottery Corporation's prior written consent; or
 - (d) as required by the listing rules of any stock exchange (if applicable).

19. Privacy

- 19.1 If, as a result of this Agreement, the Supplier is able to access any information about identifiable individuals held by or on behalf of The Lottery Corporation or any of The Lottery Corporation's Group members, then the Supplier must:
- (a) ensure that any collection, use, disclosure or transfer by the Supplier of Personal Information in connection with the performance of its obligations under this Agreement complies with the *Privacy Act 1988* (Cth) ("**Privacy Act**") and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information (including the Australian Privacy Principles, as if it were regulated by the Privacy Act and The Lottery Corporation's privacy policy, which is available at www.thelotterycorporation.com/privacy;
 - (b) ensure that the Supplier and its Personnel will only collect, use, hold, store, transfer and disclose Personal Information as permitted under this Agreement and only to the extent necessary to perform its obligations under this Agreement;
 - (c) take all reasonable steps to ensure that the Personal Information accessed or held by it in connection with this Agreement is protected against misuse, interference and loss, and from unauthorised access, modification and disclosure;
 - (d) comply with any other privacy code or policy which has been adopted by The Lottery Corporation and copies of which have been

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provided to the Supplier as if it were bound by that code or policy;

- (e) comply with any of The Lottery Corporation's directions that are consistent with the laws, codes and policies referred to in clauses 19.1(a) and 19.1(d) above;
- (f) promptly notify The Lottery Corporation of any request made by such an individual for access to the information;
- (g) as soon as reasonably practicable, notify The Lottery Corporation in writing and give full details if the Supplier becomes aware that a disclosure, misuse, modification, interference or loss of, or other unauthorised access to, Personal Information accessed or held by the Supplier has occurred ("**Data Breach**");
- (h) if a Data Breach occurs:
 - (i) promptly co-operate with The Lottery Corporation and provide all reasonable assistance at no additional cost to identify the cause of the Data Breach and to remedy the Data Breach;
 - (ii) not provide any information or notice to the Australian Information Commissioner or any other Government Agency or to any individual in respect of the Data Breach without The Lottery Corporation's prior written consent; and
- (i) co-operate with The Lottery Corporation in the resolution of any complaint under, or relating to, any of the laws, codes or policies referred to in clauses 19.1(a) and 19.1(d) above.

19.2 The Lottery Corporation will comply with the Privacy Act and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information.

20. PCI DSS

If, as a result of this Agreement, the Supplier engages in payment card processing, or is able to access any data of customers of The Lottery Corporation or any members of The Lottery Corporation Group, the Supplier must do all things necessary to:

- 20.1 comply with the PCI Standard;
- 20.2 ensure that it does not act, or fail to act, in any manner which causes The Lottery Corporation to breach the PCI Standard, and

the Supplier acknowledges that such data is both Confidential Information and Personal Information.

21. Security

The Supplier must:

- 21.1 implement and maintain all technical and organisational measures necessary to protect The Lottery Corporation's data against misuse, loss, unauthorised use, access, processing, modification or disclosure as may be required to protect The Lottery Corporation's

Confidential Information against misuse and unauthorised use; and

- 21.2 comply with all of The Lottery Corporation's security and office regulations and policies when on The Lottery Corporation's premises or accessing any of The Lottery Corporation's computer systems or data.

22. Term

This Agreement takes effect on the Commencement Date and continues until the expiration date specified in the relevant Purchase Order unless terminated earlier in accordance with the terms of this Agreement.

23. Dispute Resolution

- 23.1 Neither party will commence court proceedings or action against the other party under or in connection with this Agreement ("**Dispute**") (other than where urgent interlocutory relief is required) unless it has first attempted to resolve the dispute in accordance with this clause 23.
- 23.2 The parties will attempt to resolve any Dispute as follows:
 - (a) either party may notify the other party in writing of the occurrence of a Dispute ("**Dispute Notice**") and the parties must meet within five (5) Business Days from the date of the Dispute Notice or such other time as agreed to discuss and attempt to resolve the Dispute; and
 - (b) failing resolution of the Dispute within 10 Business Days after the first meeting between the parties in accordance with clause 23.2(a), the parties may agree to refer the Dispute for mediation to be conducted in accordance with the Australian Disputes Centre ("**ADC**") mediation guidelines and with a mediator as agreed by the parties or, failing agreement, as appointed by the ADC in accordance with the ADC guidelines. If the parties fail to agree through the mediation process within 30 days of the appointment of the mediator, either party may commence legal proceedings.
- 23.3 The parties must continue to perform their obligations under this Agreement while any Dispute is being resolved in accordance with this clause 23, except that where the Dispute relates to an invoice, The Lottery Corporation may, in accordance with clause 9.7 (Payment of the Charges), withhold payment of the disputed portion of the invoice until the Dispute is resolved.

24. Termination - breach and insolvency

A party may terminate this Agreement immediately by giving written notice to the other party, while preserving to itself whatever rights may have accrued to it, upon occurrence of any of the following events:

- 24.1 where the other party commits a breach of this Agreement which is not capable of being remedied;
- 24.2 where the other party has committed a breach of this Agreement which is capable of remedy, and has not

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remedied the breach within 30 days of receipt of written notice of the breach; and/or

24.3 where the other party commits an act of insolvency, comes under any form of insolvency administration, or novates, assigns or otherwise deals with its rights under this Agreement without the first party's consent.

25. Termination for convenience

25.1 The Lottery Corporation may terminate this Agreement in whole or in part at any time for convenience by giving the Supplier 14 days' written notice.

25.2 The Lottery Corporation may terminate this Agreement at any time for convenience with immediate effect by giving the Supplier written notice if directed or required to do so by any regulatory authority.

26. Consequences of termination

26.1 In the event of the termination of this Agreement for any reason, The Lottery Corporation will be entitled to a refund of any Charges paid in advance for Goods and/or Services that the Supplier has not delivered or provided.

26.2 In the event of termination of this Agreement under clause 25 (Termination for convenience), the Supplier will be entitled upon termination to payment of:

- (a) any monies outstanding for Services performed or Goods delivered prior to termination; and
- (b) the Supplier's reasonable actual and direct out-of-pocket expenses to the date of termination, as approved by The Lottery Corporation. The Supplier must reasonably mitigate any such costs claimed from The Lottery Corporation.

26.3 In no event will amounts to be paid by The Lottery Corporation under clause 26.2 exceed the value of the Charges payable for the Goods and Services terminated.

26.4 In the event of termination of this Agreement for any reason, the only amounts payable by The Lottery Corporation to the Supplier under this Agreement are those referred to in clause 26.2. The Lottery Corporation will not be liable to pay the Supplier under this Agreement any amount by way of early termination charges or compensation for loss of prospective revenue or profit suffered in connection with such termination or arising from The Lottery Corporation's breach of this Agreement.

26.5 No new Purchase Order may be ordered under this Agreement after termination or expiry of this Agreement.

27. Warranties

27.1 The Supplier warrants that:

- (a) Goods and Services will conform to all of the requirements of this Agreement;
- (b) Services will be provided with due care and skill and to a standard that reasonably would be expected from a service provider in the same position the Supplier;
- (c) Goods will:

- (i) conform to any sample provided;
- (ii) be of merchantable quality and free from defects;
- (iii) be fit for purpose; and
- (iv) be free from viruses or other disruptive codes that may damage The Lottery Corporation, its systems or its data; and

(d) Goods and/or Services come with guarantees that cannot be excluded under the Australian Consumer Law.

27.2 If any Goods or Services do not comply with clause 27.1, then the Supplier will, at The Lottery Corporation's request and at no additional cost to The Lottery Corporation:

- (a) in the case of Services, to the extent practicable, promptly provide the Services again; and
- (b) in the case of Goods, promptly rectify the non-conforming Goods or replace them with goods that meet the requirements of clause 27.1.

27.3 Alternatively, and at The Lottery Corporation's discretion, The Lottery Corporation may:

- (a) elect to receive defective Goods or Services at a reduced price, such price to be agreed between the parties, having regard to the nature of the relevant defect or non-conformance; or
- (b) reject any defective Goods or Services, in which case the Supplier will refund to The Lottery Corporation in full all Charges paid in respect of those Goods or Services and cancel the Purchase Order.

28. Compliance with The Lottery Corporation Policies

In performing its obligations under this Agreement, the Supplier will at all times comply with any and all applicable policies of The Lottery Corporation that are advised to the Supplier from time to time.

29. Human rights compliance

29.1 The Supplier must:

- (a) not engage in any conduct which is inconsistent with recognised international human rights, including as outlined in the United Nations' Guiding Principles on Business and Human Rights, and the Voluntary Principles on Security and Human Rights (and in the event of any ambiguity, discrepancy or inconsistency in or between these documents, the highest standard applies);
- (b) not engage in Modern Slavery; and
- (c) ensure that it has reasonable policies and/or reasonable processes in place intended to comply with clauses 29.1(a) and 29.1(b) in any of its operations and supply chains.

29.2 Upon entering into this Agreement, and at any time during the term of this Agreement when requested to do

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so in writing by The Lottery Corporation, the Supplier must:

- (a) co-operate with any due diligence process being conducted by The Lottery Corporation (or any third-party contractor appointed by the Supplier) of the Supplier's operations and/or supply chains; and
- (b) provide any information reasonably requested by The Lottery Corporation for this purpose.

29.3 The Supplier must notify The Lottery Corporation promptly, and in any event no later than four (4) days upon becoming aware of any actual or potential breach of clause 29.1(a) or 29.1(b).

30. Regulatory

- 30.1 The Supplier will at all times comply with all laws, legislation and regulations that are applicable to performance by the Supplier of its obligations under this Agreement and agrees to comply with any requirements under the applicable laws, legislation and regulations as amended and in force from time to time.
- 30.2 For example, if this Agreement is a "controlled contract" within the meaning of section 62 (Definitions) of the *Public Lotteries Act 1996* (NSW) (a "**Controlled Contract**"), a "related agreement" within the meaning of Schedule 3 of the *Lotteries Act 1997* (Qld) (or any other similar agreements regulated within Australian jurisdiction), the Supplier agrees to comply with any requirements under such legislation as may from time to time be notified to it by The Lottery Corporation, and agrees to provide any information and access to its premises and records that any regulatory authority having jurisdiction under such legislation may require or request.

31. No agency

Nothing contained or implied in this Agreement constitutes a party the partner, agent, joint venturer or legal representative of the other party for any purpose or creates any partnership, agency or trust, and neither party has any authority to bind the other party in any way.

32. Conflict of interest

- 32.1 The Supplier must exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with The Lottery Corporation's best interests.
- 32.2 The Supplier's obligations under this clause 32 apply to the activities of the Supplier's Personnel in their relations with The Lottery Corporation's Representatives and/or any third parties associated with this Agreement (as well as their families).
- 32.3 The Supplier must immediately notify The Lottery Corporation in writing of any and all breaches of this clause 32 upon becoming aware of those breaches.
- 32.4 The Supplier is prohibited from making any offer of any gratuity in any form, whether by way of payment, discount, rebate, offer, gift or benefit (tangible or intangible) to any Representative of The Lottery

Corporation or of any member of The Lottery Corporation Group.

- 32.5 The Supplier must disclose to The Lottery Corporation as soon as practical all commissions, royalties or other direct or indirect financial or other interests or benefits of any kind that it has received or may become entitled to receive from any third party in connection with the Supplier's performance of its obligations under this Agreement ("**Third Party Benefits**").
- 32.6 In each case where a Third Party Benefit is disclosed by the Supplier, the Parties will discuss and agree how that Third Party Benefit should be treated. If no agreement is reached, the Third Party Benefit will be passed on to The Lottery Corporation in full by the Supplier.

33. Personal Property Securities Act

- 33.1 If The Lottery Corporation determines that this document (or a transaction in connection with it) is or contains a security interest for the purposes of the *Personal Property Securities Act 2009* (Cth) ("**PPSA**"), The Lottery Corporation may make any registration or notification under the PPSA in connection with the security interest and the Supplier may not make an amendment or demand in respect of that registration.
- 33.2 To the extent the law permits:
 - (a) The Lottery Corporation need not comply with, and the Supplier may not exercise rights under, any provisions of Chapter 4 of the PPSA that may be contracted out of; and
 - (b) the Supplier waives its rights to receive any notice that is required by the PPSA (but this does not prohibit The Lottery Corporation from giving such a notice).
- 33.3 Despite anything else in this document, neither party may disclose any information in connection with this document under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.

34. Jurisdiction and governing law

- 34.1 This Agreement is governed by the laws in force in the State of Queensland and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction and courts of appeal from them.
- 34.2 Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

35. Entire agreement

- 35.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and contains all of the representations, warranties and agreements of the parties.
- 35.2 This Agreement supersedes all prior negotiations, contracts, arrangements, understandings and agreements concerning such subject matter.

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36. Variation and waiver

A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

37. Severability

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

38. Counterparts

This Agreement may consist of a number of copies, each signed by one or more parties to the Agreement, and may be exchanged by an electronic document signing platform. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed will be the date of the Agreement.

39. Electronic signing

This Agreement may be signed electronically. The parties agree that any digital or electronic signatures (including pdf or electronically imaged signatures provided via a digital signature provider) appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

40. Survival

- 40.1 Clauses 10 (GST), 11 (Intellectual Property), 18 (Confidentiality), 19 (Privacy), 20 (PCI DSS), 21 (Security), 31 (No agency), 34 (Jurisdiction and governing law), 35 (Entire agreement) and this clause 40 (Survival) survive the expiry or termination (for whatever reason) of this Agreement, together with any other clauses that by necessary implication survive such expiry or termination.
- 40.2 The Supplier's obligations under clauses 16 (Supplier indemnity), 27 (Warranties) and 30 (Regulatory) survive the expiry or termination (for whatever reason) of this Agreement.

41. Definitions

In this Agreement:

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Business Day means 8am to 6pm Monday to Friday, excluding public holidays, in the place specified in a Purchase Order.

Charges means the charges payable by The Lottery Corporation for Goods and Services, as detailed in a Purchase Order or in the Particulars, as applicable.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

Commencement Date means the date specified on the Purchase Order.

Confidential Information means all information, regardless of form, that is disclosed:

- (a) by one party (the **Discloser**), or on its behalf by any Representative of the Discloser;
- (b) in connection with the Approved Purpose;
- (c) to the other party (the **Recipient**), either directly or via the Recipient's Representatives;
- (d) prior to or after the date of this Agreement; and
- (e) with a marking that indicates it is proprietary or confidential, by its nature is confidential or which the Recipient knows, or ought to know, is confidential,

and all copies, notes and other records prepared by the Recipient based on or incorporating any of that information, but does not include information that:

- (f) is or becomes public knowledge other than by breach of this Agreement;
- (g) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or
- (h) has been independently developed or acquired by the Recipient.

Confidential Information includes the existence and terms of this Agreement and the fact that discussions or negotiations have occurred or may occur between the parties. It also includes the Discloser's manuals, trade secrets, accounts, books, ledgers, financial and other records (including non-public historical financial details), employee and customer details, drawings, know-how, techniques, systems, systems information, procedure manuals, business and marketing plans, projections and forecasts of financial performance, current, future and potential business operations, plans and strategies, concepts not reduced to material form, and intellectual property owned or used by the Discloser under licence of any nature whatsoever.

Data Beach has the meaning as described in clause 19.1(g) (Privacy).

Delivery Date means any date and time for delivery of Goods or Services specified in a Purchase Order, or as otherwise agreed between the parties from time to time.

Extended Cost means the Unit Cost multiplied by the quantity of items provided by the Supplier to The Lottery Corporation.

Goods means the goods to be provided by the Supplier to The Lottery Corporation under and in accordance with this Agreement and the applicable Purchase Order.

Government Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

GST has the meaning given in the GST Act.

The Lottery Corporation Standard Goods and Services Agreement



GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the same meaning as defined in the GST Act.

Intellectual Property Rights means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, trade marks, designs, circuit layouts, trade secrets, know-how, confidential information, plant breeders rights, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Labour Hire Licence has the meaning given in clause 13.1 (Labour Hire Licensing).

Loss means all loss, liability, damages and expenses (including legal fees).

Modern Slavery means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, child labour, forced marriage, involuntary servitude, debt bondage, human trafficking or other slavery-like exploitation under applicable anti-slavery and human trafficking laws, statutes, codes and international conventions from time to time in force.

PCI Standard means the Payment Card Industry Data Security Standard issued from time to time by the Payment Card Industry Security Standards Council (or any replacement entity) together with the associated regulations and guidelines.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth) and includes Personal Information disclosed by The Lottery Corporation or collected or generated by the Supplier under or in connection with this Agreement.

Personnel of a party includes that party's officers, employees, agents, contractors, consultants and representatives.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Procurement Claim means any Claim relating to or arising out of this Agreement or the provision of Goods or to a member of The Lottery Corporation Group, and any other actionable conduct (including negligence) whatsoever.

Purchase Order means a purchase order issued by The Lottery Corporation under this Agreement which is accepted.

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Representative of a party includes an employee, agent, officer, director, auditor, adviser, partner, consultant, joint venturer or sub-contractor of that party.

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement, notice or arrangement having a similar effect, including any 'security interest' as defined in the PPSA.

Services means the services to be provided by the Supplier to The Lottery Corporation under and in accordance with this Agreement and any applicable Purchase Order.

Site means any location for delivery by the Supplier of Goods, or provision by the Supplier of Services, as specified in a Purchase Order or as otherwise directed by The Lottery Corporation.

Supplier means the entity specified at on the Purchase Order.

Supplier Quote has the meaning as described in clause 8.1 (Cost).

Term means the term of this Agreement.

Taxable Supply has the same meaning as defined in the GST Act.

The Lottery Corporation means the member of The Lottery Corporation Group that is specified on the relevant Purchase Order.

The Lottery Corporation Group means:

- (a) The Lottery Corporation;
- (b) The Lottery Corporation's Related Bodies Corporate; and
- (c) all bodies corporate, trusts, joint ventures or other business associations (including alliances) in which The Lottery Corporation or a Related Body Corporate of The Lottery Corporation has a shareholding or participation interest of at least 30%.

The Lottery Corporation Indemnified means each The Lottery Corporation Group member and all of their Personnel.

The Lottery Corporation Materials has the meaning given in clause 11.1 (Intellectual Property).

Supplier Quote has the meaning given in clause 8.1 (Cost).

Unit Cost means the cost of producing the Goods and/or Services by the Supplier and as described in a Purchase Order.

