



JUMBO
INTERACTIVE
THE RIGHT COMBINATION

Dividend Reinvestment Plan

Jumbo Interactive Limited

ACN 009 189 128

This document is important. If you are in doubt as to how to deal with it, please consult your stockbroker, bank manager, solicitor or other professional adviser immediately.

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Introduction

This booklet sets out the Rules governing the Dividend Reinvestment Plan (**DRP** or **Plan**). The establishment of the Plan was approved by Shareholders at the Annual General Meeting held on 15 November 2010.

The booklet also contains a summary of the DRP. The form to use if you wish to participate in the DRP or vary your participation in the DRP is enclosed with this booklet.

The DRP entitles Shareholders to some use or all of their cash dividend entitlement to subscribe for Shares. There is no obligation to participate in the DRP. Whilst some income tax implications (including capital gains tax) are noted on page 5 of the booklet, you should consult your legal or financial advisers if you have any questions regarding the taxation implications of the DRP.

Any queries regarding the implementation of, or participation in, the DRP may be directed to the Company Secretary, Bill Lyne, Level 1, 601 Coronation Drive, Toowong, Queensland 4066, Telephone: (07) 3831 3705.

Summary of Dividend Reinvestment Plan

Summary of the Dividend Reinvestment Plan (DRP)

Capitalised terms used in this summary have the same meaning as defined terms in the DRP terms and conditions.

Purpose

The purpose of the DRP is to provide holders of the Company's ordinary Shares with the opportunity of applying dividends declared by the Company to subscribe for the Company's Shares rather than receiving those dividends directly in the form of cash.

Duration - Modification, Suspension or Termination

The Directors intend that the DRP will be continued so that Shareholders who elect to participate can continue their participation unless a notice of variation or termination is given to the Company by a Shareholder. Directors have the right to modify, suspend or terminate the DRP at any time. Shareholders will be given notice of termination or any modification or suspension of the DRP.

Eligibility

Participation in the DRP is offered to all Shareholders who are residents of Australia and New Zealand. Participation is not currently offered to a Shareholder who is a citizen or resident of a place outside Australia and New Zealand, or a Shareholder acting on their behalf, to whom the Company may not lawfully make the offer or may not lawfully accept the offer.

Shareholders resident in a country outside Australia and New Zealand may, in the future, be able to participate in the DRP if legal advice, satisfactory to the Company, is provided to the Company by a Shareholder, at the Shareholders expense, that it is lawful for the Company to make the offer to participate in the DRP to all resident Shareholders of that country without complying with conditions or assuming potential liability which the Company considers unduly onerous.

Participation

It will be possible for Shareholders to elect to participate in the DRP in respect of all or part of their holding of the Company's Shares and, subject to the terms and conditions of the DRP, vary the level of participation or withdraw at any time.

Issue Price of DRP Shares

The number of Shares allotted under the DRP will be determined according to the formula set out in the rules of the DRP. The entitlement calculated under that formula shall be the number of Shares which the dividend would purchase at a discount of up to ten percent (10%) on a Share price based on the weighted average market price of the Company's Shares sold on the Integrated Trading System of the ASX on the first day on which those Shares are quoted ex dividend and the following four business days with respect to the relevant dividend.

Costs

The Shares subscribed for under the DRP will not be subject to brokerage, commissions, or other transaction costs. All administrative costs will be met by the Company.

Ranking of DRP Shares

Shares issued under the DRP will rank equally in every respect with the existing issued Shares of the Company.

DRP Records

Shareholders participating in the DRP will receive a statement at the time of each dividend payment. This statement will show full details of the amount of dividend entitlement, the number of Shares allotted and the corresponding subscription price.

Stock Exchange listing

Application will be made for all Shares subscribed for under the DRP to be listed for quotation on the official list of the ASX.

Taxation

The Company does not and cannot provide taxation advice to Shareholders and takes no responsibility for any taxation liabilities of Participants. Participants should obtain their own independent tax advice.

For income tax purposes, dividends reinvested are treated by the Australian Taxation Office in the same manner as dividends received in cash. Any imputation credit attaching to the cash dividend is also available to resident Shareholders participating in the DRP. Shares received by resident Shareholders under the DRP will, in general, be subject to capital gains tax upon disposal regardless of whether the Shares in the Company in respect of which the relevant dividend has been paid were acquired by the Shareholders before, on, or after 20 September, 1985. The cost base of the Shares received under the DRP will be calculated for capital gains tax purposes on the basis that the Shares are acquired at a cost equal to the cash value of the dividend which is applied in subscribing for the Shares. Overseas residents are advised to make their own enquiries regarding any tax liability in their place of residence.

Note: Shareholders should read the detailed terms and conditions of the DRP set out in this booklet and not rely on this summary.

Summary of Choices for Ordinary Shareholders

The DRP will provide you with the option of receiving:

- (a) dividends as declared by the Company, whether franked, partially franked or unfranked in cash; or
- (b) dividends (whether franked, partially franked or unfranked) to be applied by way of subscription for ordinary Shares under the DRP; or
- (c) any combination of the above by Partial Participation.

The decision you take on these options will depend to some extent on:

- (a) your cash flow requirements and general investment strategy;
- (b) the acquisition date(s) of your underlying shareholding;
- (c) your general tax position;
- (d) the level of franking credits attaching to dividends; and
- (e) a consideration of the taxation consequences summarised on page 5.

Shareholders should consult their financial adviser if they have any difficulty coming to a view on the appropriate course of action to take.

DRP Terms and Conditions

1. Dividend Reinvestment Plan Rules

- 1.1 The following terms and conditions (**terms and conditions**) apply to the Dividend Reinvestment Plan (**DRP**) of Jumbo Interactive Limited ACN 009 189 128 (**Company**).

2. Duration of the DRP

- 2.1 The DRP is intended to be continued so that Shareholders who elect to participate will, as the DRP is at present constituted, continue to participate unless a notice of variation or termination is given to the Company. Directors have the right under clause 11 to modify, suspend or terminate the DRP at any time.

3. Participation in the DRP

- 3.1 Participation in the DRP is optional and not transferable. Participation is open to all holders of Shares in the capital of the Company except those Shareholders whose addresses (as they appear in the Share Register of the Company) are in countries where regulations make it impracticable, in the opinion of the Directors, for them to participate.

4. Application to Participate

- 4.1 Applications to participate in the DRP shall be made on the Notice of Election/Variation contained in this booklet, or in such other form as approved by the Directors supplied by the Company's Share Registry, and signed by the applicant. An application by joint holders must be signed by all holders. Subject to clause 10, upon receipt by the Company of a duly completed Notice of Election/Variation (in respect of one shareholding account only - see clause 5.2), participation in the DRP will commence on the next dividend Record Date.

5. Level of Participation

- 5.1 A Shareholder who is eligible for participation in the DRP shall specify on the Notice of Election/Variation the degree to which the Shareholder wishes to participate in the DRP:
- (a) **Full Participation** applies in respect of all of the Participant's shareholding from time to time however acquired (including under the DRP).
 - (b) **Partial Participation** applies in respect of a specific number of Shares nominated by the Participant (where fewer than the Participant's total shareholding) and:
 - (1) the Shares subsequently allotted to the Participant under the DRP; and
 - (2) any bonus Shares allotted to the Participant in respect of the Shares participating in the DRP provided that, where any such bonus Shares that would be allotted in respect of the Shares participating in the DRP include a fraction of a Share and the Participant holds Shares that do not participate in the DRP (**non-participating shares**), Partial Participation shall not apply in respect of the entitlement to that fraction and the fraction shall accrue to the bonus Shares which are allotted to the Participant in respect of the non-participating Shares.
 - (c) A signed Notice of Election/Variation received by the Company which does not indicate the degree of participation in the DRP will, without notice to the Shareholder, be invalid for any participation in the DRP and will be rejected.
 - (d) Where a signed Notice of Election/Variation specifies Partial Participation in the DRP, and the total number of Shares specified

for such Partial Participation exceeds the number of Shares registered in the name of the applicant at the Record Date, the Shares specified shall to the extent possible be taken in the first instance to be Shares participating in the DRP.

5.2 A separate Notice of Election/Variation must be delivered in relation to each shareholding account which a Shareholder wishes to nominate for Full Participation or Partial Participation. In these terms and conditions where the context permits, "Shareholder" and "Participant" refer to a Shareholder or Participant in respect of a single shareholding account.

5.3 Where a Shareholder who holds Shares in one or more participatory shareholding accounts becomes the registered holder of additional Shares:

- (a) by reason of a transfer of Shares from another person; or
- (b) in consequence of an allotment of Shares pursuant to an acceptance of renounceable rights or an exercise of options, being rights or options which were transferred to the Shareholder from another person,

and the instrument of transfer relating to the transfer of Shares or the transfer of rights or options (as the case may be) which is lodged for registration with the Company fails to identify, or to identify correctly, an existing shareholding account of the Shareholder to which the transferred Shares or allotted Shares (as the case may be) are to be added, the Shares concerned will be allocated to a shareholding account of the Shareholder in respect of which the Shareholder does not participate in the DRP, and the Shares concerned shall not be taken to be DRP Shares for the purpose of the DRP.

5.4 To identify correctly a shareholding account, the name, address, account number (if any)

and account designation (if any) specified by the transferee in the instrument of transfer must be identical to the name, address and account designation specified in relation to that shareholding account in the Share Register.

- 5.5 The Directors in their sole discretion may consolidate any two or more participatory shareholding accounts of a Participant in the Share Register and the Shares in that consolidated account shall continue to be participating Shares according to the applications to participate in respect of those Shares.

6. Operation of the DRP

- 6.1 Each cash dividend which is payable to a Participant in respect of Shares subject to the DRP will, upon payment, be applied by the Company on the Participant's behalf in subscribing for additional Shares. However, any amount so payable on Shares which a Participant has nominated as participating in the DRP and which the Company is entitled to retain or otherwise has a charge over in accordance with the Constitution of the Company or other requirements of law will not be available for the purpose of participating in the DRP. In particular, if withholding tax is payable that tax will be deducted from the amount payable by way of dividend and only the balance applied in subscribing for Shares.
- 6.2 The Company will establish and maintain a DRP account for each Participant. At the time of each dividend payment, the Company will, for each Participant:
- (a) determine the amount of the dividend payable in respect of the participating Shares;
 - (b) determine (where applicable) the Australian withholding tax payable in respect of the dividend, and any other sum the Company is entitled to retain in respect of the Shares;

- (c) credit the amount in (a) above and debit any amount in (b) above to the Participant's DRP account;
- (d) determine the number of additional Shares in accordance with the formula in clause 6.3 below, to be acquired by using the amount in the Participant's DRP Account; and
- (e) subscribe for and on behalf and in the name of the Participant and allot that number of Shares to the Participant and debit the Participant's DRP account with the amount in the Participant's DRP account as the subscription amount.

6.3 The number of Shares to be acquired for the purposes of clause 6.2(d) shall be the whole number equal to, or where not a whole number, the nearest whole number above the value of the sum calculated by the formula:

$$X = \frac{S \times D}{C}$$

where:

- X is the number of Shares to be acquired for the purposes of clause 6.2(d)
- S is the number of Shares which participate in the DRP (**participating shares**) registered in the name of the shareholder as at the Record Date;
- D is the amount of the dividend (less any applicable withholding tax or other sum the Company is entitled to retain) in cents per share to which the participating shares will be entitled;
- C is an amount which is:

between 90% and 100%, as the Directors in their sole discretion may determine, of the VWAP for Shares in the capital of the Company, sold on

the Integrated Trading System of the ASX on the first day on which those Shares are quoted ex dividend and the following four business days in respect of the relevant dividend, adjusted if and as the Directors in their discretion so resolve.

7. Shares Subscribed for and Allotted under the DRP

- 7.1 Shares allotted under the DRP will rank equally in all respects with existing Shares on issue in the Company.
- 7.2 A Share allotted and issued to a Participant under the DRP will be registered:
 - (a) if the Shares already held by that Participant are registered on one register - on that register; or
 - (b) if the Shares already held by that Participant are registered on more than one register - on the register on which the greatest number of Shares are held.
- 7.3 Shares to be allotted under the DRP will be allotted within the time required by the Listing Rules of the ASX. A holding statement will be issued for the Shares so allotted accompanied by a statement recording the basis of the DRP allotment.
- 7.4 No brokerage, commissions, or other transaction costs will be payable by Participants in respect of the issue of Shares under the DRP.

8. Variation to or Termination of Participation

- 8.1 A Participant may at any time vary the degree of participation or may terminate participation in the DRP by giving written notice to the Company in a form prescribed by the Company (using the Notice of Election/Variation). To be effective in relation to a forthcoming dividend, notice must be received by the Company prior to the Record Date.

- 8.2 Participation in the DRP will be terminated on the receipt by the Company of written notice of the death of a Participant, including with whom such Participant has a joint participation (unless the remaining joint Participant(s) notifies the Company to the contrary).
- 8.3 Where a Participant disposes of all of his or her Shares, that participation in the DRP will terminate on the date of the last transaction registered by the Company.

9. Reduction where no Notice Given

- 9.1 Where a Participant with limited participation in the DRP disposes of part of his or her holding of Shares and does not notify the Company otherwise, the Shares being disposed of will, to the extent possible, be taken in the first instance to be Shares not participating in the DRP.

10. Applications and Notices

- 10.1 Applications and notices shall be in writing and in such form as the Company may from time to time prescribe. Such applications and notices will be effective on receipt by the Company subject to:
- (a) these terms and conditions;
 - (b) in the case of applications, acceptance by the Directors in their absolute discretion; and
 - (c) receipt by the Company prior to the Record Date of a forthcoming dividend if such application or notice is to apply to that dividend. Applications and notices received after that date will be effective for the following dividend.
- 10.2 Subject to clause 11 whenever applicable by reason of the suspension of the DRP pursuant to that clause, the entries which have been made in relation to a shareholding account in the Share

Register at any time pursuant to these terms and conditions shall be conclusive in determining whether or not a Share is participating in the DRP and accordingly taken to be a DRP Share at that time for the purposes of these terms and conditions, and whether the Shareholder of the Share at that time has the corresponding rights which attach under these terms and conditions to a DRP Share. Neither the Company, nor any of its officers or employees, shall be liable in any way whatsoever to Shareholders for errors or omissions in the making of entries in relation to a shareholding account pursuant to these terms and conditions.

11. Modification, Suspension and Termination of The DRP

- 11.1 may be modified, suspended or terminated by the Directors at any time and, in particular, but without limitation, may be extended:
- (a) to the holders of convertible loan securities and to holders of other classes of shares in the Company; and
 - (b) to provide Shareholders with the right to acquire additional Shares for cash under these terms and conditions.
- 11.2 In the case of a modification, existing Participants will continue under the modified DRP unless the Company is notified to the contrary on a Notice of Election/Variation.
- 11.3 Notice of any modification, suspension or termination made by the Directors shall be given by the Company to its Shareholders in such manner as the Directors may in their discretion determine and, in particular, but without limitation, may be given by advertisement published in any newspaper circulating generally in the city of Brisbane.
- 11.4 The accidental omission to give notice of modification, suspension or termination to any

Participant or the non-receipt of any notice by any Participant will not invalidate the modification, suspension or termination of the DRP.

12. ASX Listing

12.1 The Company will promptly apply for the Shares allotted under the DRP to be listed for quotation on the official list of the ASX and such other official exchange or exchanges as may from time to time have accepted the Shares in the Company for listing.

13. Taxation

13.1 The Company takes no responsibility for any taxation liabilities of Participants in the DRP.

14. Administration of DRP

14.1 This DRP will be administered by the Directors who shall have the power to:

- (a) determine appropriate procedures for administration of the DRP consistent with these terms and conditions;
- (b) resolve conclusively all questions of fact or interpretation in connection with the DRP;
- (c) delegate to any one or more persons, for such period and on such conditions as they may determine, the exercise of any of their powers or discretions arising under the DRP; and
- (d) amend or add to these terms and conditions.

15. General

15.1 The DRP and its operations will be governed by the laws of the State of Queensland and each Participant submits to the exclusive jurisdiction of the courts of that State. The Company reserves the right to waive strict compliance with any of the terms and conditions of the DRP.

16. Definitions and Interpretation

16.1 Definitions

In this booklet:

ASX means ASX Limited ABN 98 008 624 691.

Company means Jumbo Interactive Limited ACN 009 189 128.

Corporations Act means the Corporations Act 2001 (Cth) (as amended from time to time).

Directors means the directors of the Company.

DRP or **Plan** means dividend reinvestment plan.

Full Participation means all the Participant's dividend will be applied towards the DRP.

Partial Participation means an election by a Participant to only apply some of his or her dividend towards the DRP.

Participant means a Shareholder whose application to participate in the Plan in respect of a particular shareholding has been accepted by the Directors.

Record Date means the date the Company determines Shareholders entitlement to payment of a dividend.

Shareholder means a shareholder of the Company and **Shareholders** has the corresponding meaning.

Shares means fully paid ordinary Shares in the Company.

Share Register means the register of Shares on issue and managed by the Share Registry.

Share Registry means Computershare Investor Services Pty Limited.

VWAP means the average of the daily volume weighted average price of all sales of fully paid Company Shares recorded on ASX during the pricing period, not including:

- (a) any transaction classified under the ASX Market Rules as a "Special Crossing";
- (b) crossings prior to the commencement of normal trading or during the closing phase and after hours adjust phase;
- (c) any overseas trades or trades pursuant to the exercise of options over Shares; or
- (d) any overnight crossings.

How to Participate or Vary your Participation in the DRP

1. Notification of your requirements under the DRP can be accepted only if submitted on the appropriate form. Accordingly, you must first obtain a "Notice of Election/Variation" form. This may be obtained by contacting the Company's Share Registry, Computershare Investor Services Pty Limited, on 1300 552 270 or +61 3 9415 4000 (Outside Australia).

Alternatively, Shareholders can also register for the DRP and update other details of their shareholding on the Share Registry's website (www.computershare.com.au).

2. Instructions for completing the form are contained on the form. If you are making your election on line at www.computershare.com.au, please follow the prompts. Before proceeding any further you should carefully read the DRP rules, seek financial advice if necessary and decide on your desired level of participation in the DRP.

3. **Check the Form Carefully**

Forms not completed correctly will be rejected. Where no previous notice has been given, you will receive cash dividends. If a previous notice has been given, that notice will continue to apply.

4. **Send the completed form to the Company**

To ensure that your election/variation is effective for the next dividend, the "Notice of Election/Variation" form must be received by the Company's Share Registry on or prior to the next dividend Record Date.

Notes

1. **Election not Required**

Shareholders will receive dividends as declared by the Company in cash unless they elect to participate in the Plan for some (or all) of their Shares. If you do not wish to participate in the DRP you will not need to return this Notice.

2. **Election in Excess of Holding**

Where a Notice of Election/Variation specifies Partial Participation and the total number of Shares specified exceeds the number of Shares registered in the Shareholder's name at the Record Date, participation in the DRP will be limited to the number of Shares held by the Participant.

3. **DRP**

Shares allotted to a Shareholder under the DRP will automatically be added to the Shares participating in the DRP.

4. **Fractional Entitlement**

Fractions of a Share arising from the calculation of entitlements under the DRP will be rounded up to the nearest whole number. Therefore, no credit will be carried forward to the next dividend and no amount will be payable to Shareholders upon disposal of their holdings.

5. **Disposal of Shares by Participants**

In the absence of notification to the contrary where a Shareholder with Partial Participation in the DRP disposes of part of his or her shareholding, the Shares disposed of will be taken, in the first instance, to be Shares not participating in the DRP.

6. **Separate Shareholding Accounts**

Shareholders holding Shares in more than one shareholding account must complete a separate Notice of Election/Variation in respect of each shareholding account. The Shareholder code for each such holding is shown on your dividend advice or on your holding statement.

7. **Eligibility**

Shareholders whose registered addresses are in countries other than Australia and New Zealand may be restricted from participating. Such Shareholders who may wish to participate in the DRP should make their own enquiries as to whether they are eligible.

8. **Address for Lodgement**

Your completed Notice of Election/Variation must be forwarded to the Company's Share Registry:

Computershare Investor Services Pty Limited
GPO Box 2975, Melbourne VIC 3001

For full details of the dividend selection options please refer to the Company's Dividend Reinvestment Plan booklet. The DRP is regulated by the Company's Constitution and by the Rules of the DRP. Nothing contained in this Notice is intended to modify or otherwise affect the Constitution or the Rules.

