

23 November 2005

Dear Shareholder

Invitation to participate in the Jumbo Shareholder Share Purchase Plan

The Board of Directors of Jumbo Corporation Limited (the **Company** or **Jumbo**) has approved the introduction of a Shareholder Share Purchase Plan (the **Plan**). **The Plan entitles Eligible Shareholders in the Company, irrespective of the size of their shareholding, to purchase up to \$5,000 worth of fully paid ordinary shares in the capital of the Company (Shares), free from all brokerage and commissions (Offer).**

A Reward to Shareholders

A number of shareholders have expressed an interest in participating in future capital raisings. Accordingly, and as part of our continuing relationship with shareholders, the Board is pleased to offer to all Eligible Shareholders (as defined below) an opportunity to participate in the initial Offer under the Plan.

This letter sets out the terms and conditions of the Offer which is being made on this occasion under the Plan and how to apply for Shares under the Offer. The terms and conditions of the Plan are set out in the accompanying Terms and Conditions and an Application Form is also enclosed. No brokerage or commission will be payable by Eligible Shareholders who choose to participate in the Offer. All Offers under the Plan are non renounceable.

The Offer has been structured to comply with Australian Securities & Investments Commission Class Order 02/831 which enables the Company to offer the Shares without a prospectus.

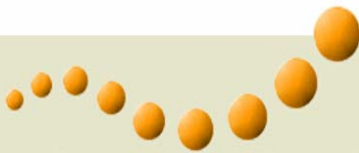
Shareholders Eligible to Participate in the Plan

The right to participate in the Offer under the Plan is available exclusively to shareholders who are registered as holders of Shares in the Company as at 5pm (EST) on the record date, 18 November 2005, and whose registered address is in Australia or New Zealand (**Eligible Shareholders**).

If nominees or trustees are expressly noted on the register of members of the Company as holding Shares on behalf of a named beneficiary, such nominees or trustees are also entitled to participate in the Offer for each occasion on which they are separately recorded as a nominee or trustee for a different beneficiary named on that register.

Jumbo's Current Activities

Jumbo has recently expanded into online lotteries and betting exchanges as detailed in our recent announcements to ASX which are available on the ASX website. Funds raised from this Offer under the Plan will be used to progress new projects in these areas as well as for



Jumbo Corporation Ltd

ABN: 66 009 189 128

PO Box 7118

Riverside Centre

Brisbane QLD, 4000

Ph: +61 7 3831 3705

Fax: +61 7 3831 9720

general operations. These new projects are designed to capitalise on new opportunities in the online lotteries and betting exchange areas.

The Company's online lottery business operates primarily through the popular www.ozlotteries.com website where customers can purchase games such as OzLotto and Powerball. Efforts have been made to expand this site and to attract new customers primarily from overseas locations. Jumbo promotes the Betexware Betting Exchange Software Application (www.betexware.com) and has submitted applications for its own betting exchange licence in Australia and overseas.

Price of Shares under the Offer

The purchase price of the new Shares being offered on this occasion under the Plan has been set at **6 cents per Share**. This represents a discount of approximately 10% to the weighted average market price of the Shares on ASX during the 5 days on which trades in the Shares occurred immediately prior to announcing the Offer. It is also less than the market price of Shares in the 10 days prior to the Record Date.

Subscription and Application Procedure

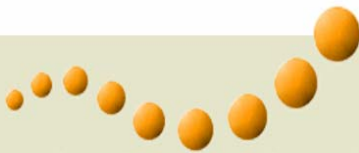
If you would like to participate in the Offer, please return your completed Application Form, together with your cheque for the subscription monies for the number of Shares you wish to acquire, to Computershare on or before the **Closing Date of 5pm (EST) on 20 January 2006**. The Directors of the Company may elect to close the Offer at an earlier date without notice.

Please note that the **maximum investment** per Eligible Shareholder is \$5,000 (representing 83,334 Shares at a price of 6 cents per share) and the **minimum investment** is \$1,000 (representing 16,667 Shares at 6 cents per share). Eligible Shareholders who wish to obtain more than the minimum investment of \$1,000 must apply in multiples of \$1,000 up to the maximum investment of \$5,000. The **maximum investment** that each Eligible Shareholder may apply for will remain \$5,000 even if a shareholder receives more than one Offer (whether in respect of a joint holding or because the shareholder has more than one holding under a separate account). Fractional entitlements will be rounded up to the nearest whole number of Shares.

Additional Information

The Offer cannot be transferred and the Directors of the Company reserve the right to reject any application over \$5,000. Holding statements for Shares allotted under the Plan will be despatched no later than 15 business days after the Closing Date of the Offer. Application for quotation of the Shares on ASX will be made immediately following the issue of those Shares.

In accordance with the requirements of the ASX Listing Rules, the Offer of Shares under the Plan must not exceed 30% of the Company's current issued capital. For the purposes of this initial Offer, the Board has decided to limit the number of Shares which can be issued on this occasion to a total of 48 million Shares (being 14.9% of the number of Shares currently on



Jumbo Corporation Ltd

ABN: 66 009 189 128
PO Box 7118
Riverside Centre
Brisbane QLD, 4000

Ph: +61 7 3831 3705
Fax: +61 7 3831 9720

issue). If all shareholders applied for the maximum investment, the total number of Shares which could be applied for under the Offer would be 150 million Shares. **As the Offer is limited to a maximum of 48 million Shares, in the event of oversubscriptions Shares will be allocated to Eligible Shareholders on a pro-rata basis.** If the Company rejects or scales back an application or purported application, the Company will promptly return to the shareholder the relevant application monies, without interest.

On the day the Company announced the Offer, Shares traded on ASX in the price range of 6.9 cents to 7.5 cents. The market price of Shares may rise and fall between the date of the Offer and the date that any shares are issued to you as a result of your acceptance of this Offer. This means that the subscription price you pay for Shares may exceed the market price of the Shares at the date of allotment of the Shares under this Offer. The Board recommends that you obtain your own financial advice in relation to the Offer and consider, without limitation, price movements of Shares prior to accepting the Offer.

Shortfall

In the event that less than the maximum number of 48 million Shares are applied for pursuant to the Offer, the shortfall may be placed at the discretion of the Directors (or so much of the shortfall as may be issued without shareholder approval in accordance with the ASX Listing Rules).

Indicative Timetable

Record Date	18 November 2005
Offer sent to shareholders and Offer opens	23 November 2005
Offer closes	20 January 2006
Issue of Shares under the Plan	27 January 2006
Quotation of Shares on ASX	28 January 2006
Despatch of holding statements for Shares under the Plan	By 10 February 2006

These dates are indicative only. The Company may vary the dates and times of the Offer without notice. Accordingly, shareholders are encouraged to submit their Application Forms as early as possible.

Should you wish to discuss this matter with the Company, please do not hesitate to contact the writer on 07 3831 3705 or by email to mike@jumbocorporation.com

Yours faithfully

Mike Veverka
Managing Director

SHARE PURCHASE PLAN TERMS AND CONDITIONS

This document sets out the Terms and Conditions of the Jumbo Corporation Limited Share Purchase Plan. These Terms and Conditions are binding on any Eligible Shareholder completing the relevant application form in respect of an Offer under the Plan.

1 Definitions

In this Plan, unless the context otherwise indicates:

ASX means Australian Stock Exchange Limited ACN 008 624 691;

Acceptance Period means the period commencing on the date on which Offers under the Plan are sent to Eligible Shareholders and ceasing on the Closing Date;

business day means a day other than a Saturday or Sunday on which Australian banks are open for business in Brisbane, Queensland;

Board means the board of directors of the Company;

Closing Date means the date specified as such in an Offer or such later date as may be determined by the Board;

Company means Jumbo Corporation Limited ABN 66 009 189 128;

Eligible Shareholders means members of the company eligible to participate in the Offer as determined under clause 2.1;

market price has the meaning given to that term in the Listing Rules of ASX;

Offer means a non renounceable offer of Shares to Eligible Shareholders made pursuant to and under the terms of this Plan;

Plan means the Jumbo Corporation Limited Shareholder Share Purchase Plan established in accordance with these Terms and Conditions as approved by the Board from time to time;

Purchase Price means the subscription price for each Share determined in accordance with clause 5 and specified in each Offer;

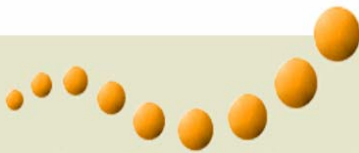
Record Date means the date for determining a person's eligibility to participate in an Offer as may be determined by the Board;

Shares mean fully paid ordinary shares in the Company; and

Terms and Conditions means these terms and conditions as amended from time to time.

2. Eligibility to participate

2.1 Those members of the Company who will be eligible to apply for Shares under an Offer are those who:



- (a) are recorded in the Company's register of members at 5pm (EST) on the relevant Record Date for that Offer; and
 - (b) have an address (as recorded in the Company's register of members) in Australia or New Zealand or any other jurisdiction in which, in the reasonable opinion of the Board, it is lawful and practical for the Company to offer and issue Shares under the Offer..
- 2.2 An Offer does not constitute an offer in any jurisdiction in which, or to any person to whom, it would not be lawful to make such an offer.

3. Operation of the Plan

- 3.1 Participation in the Plan by Eligible Shareholders is optional and is subject to these Terms and Conditions.
- 3.2 All Offers made under the Plan are non renounceable. This means that Eligible Shareholders may not transfer their right to any Shares offered under the Plan to another person.
- 3.3 Each Eligible Shareholder is solely responsible for obtaining any government or regulatory approvals and consents necessary for that Eligible Shareholder to participate in the Plan.

4. Application forms

- 4.1 The Company will not accept an application form from an Eligible Shareholder unless:
- (a) the application form is fully and correctly completed and is received during the Acceptance Period; and
 - (b) the Eligible Shareholder provides the appropriate application monies to accompany the application form.
- 4.2 The maximum amount of Shares which any Eligible Shareholder may subscribe for under the Plan in any consecutive 12 month period must not exceed A\$5,000 worth of Shares (based on the Purchase Price per Share for each relevant Offer). The Board of the Company may also determine in its discretion the minimum amount of Shares and the multiples of Shares which Eligible Shareholders may apply for in an Offer under the Plan.
- 4.3 In respect of application monies received from Eligible Shareholders, the Company will, within 10 business days after the end of the Acceptance Period:
- (a) credit the Eligible Shareholder with so much of the application monies as does not exceed \$5,000 when added to all other application monies, if any, received from the Eligible Shareholder in the preceding 12 months pursuant to the Plan; and
 - (b) return to the Eligible Shareholder, without interest, so much of the application monies, if any, received from them which is in excess of the amount referred to in paragraph (a) above.

5. Calculation of Purchase Price of Shares under the Plan

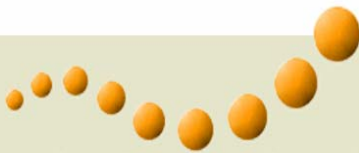
- 5.1 The Purchase Price of Shares under an Offer will be determined by the Board and must be less than the market price, but not less than 80% of the average market price of the Shares on ASX over the 5 days on which sales in the Shares were recorded on ASX either immediately before the date on which the Company announced its intention to make the Offer or before the date on which the issue was made (as determined by the Company).
- 5.2 By accepting an Offer and applying for Shares under the Plan, each Eligible Shareholder acknowledges that although the Purchase Price is at a discount to the market price of the Company's Shares on ASX during the period described in clause 5.1, the Shares are a speculative investment and the price of the Shares quoted on ASX may change between the date of the Offer and the date of issue of the Shares and that the value of the Shares received under this Plan may rise or fall accordingly.

6. Terms of issue of Shares under the Plan

- 6.1 Shares will not be allotted under the Plan unless and until all necessary shareholder approvals or relevant ASX waivers are obtained to ensure that that the issue of the Shares under the Plan does not contravene any laws or the ASX Listing Rules.
- 6.2 The Company reserves the right to allot fewer or no Shares than a shareholder applies for pursuant to an Offer if the necessary shareholder approval for issue of the Shares is not obtained or if the Company believes that the allotment of those Shares would otherwise contravene any law or ASX Listing Rule. In the event that the Company is not permitted to issue all the Shares offered as a result of any law or ASX Listing Rule, the Company will use its best endeavours to allocate Shares to Eligible Shareholders applying for Shares on a pro-rata basis or on some other equitable basis as may be determined by the Board.
- 6.3 Shares to be issued under the Plan will be issued as soon as reasonably practicable after the Closing Date specified for the relevant Offer and holding statements will be despatched within the period allowed under the ASX Listing Rules.
- 6.4 Shares issued under the Plan will rank equally in all respects with the existing Shares in the Company from the date of issue.
- 6.5 The Company will apply for quotation on ASX of Shares issued under the Plan, within the period prescribed by the ASX Listing Rules.

7. Modification and termination of the Plan

- 7.1 The Board may at any time resolve to modify, suspend or terminate the Plan and any or all of the Terms and Conditions.



- 7.2 The Board may at any time prescribe the manner in which notice to shareholders of any modification, suspension or termination will be given or deemed to have been given to shareholders including, without limitation, by an announcement by the Company to ASX which notice will be effective immediately on the giving of that notice in the manner prescribed by the Board. The omission to give notice of any modification, suspension, or termination of the Plan to any shareholder or the non receipt of any such notice by a shareholder or the failure of ASX to receive such notice will not invalidate the modification, suspension or termination of the Plan.

8. Dispute resolution

The Board may resolve any dispute concerning the Plan in any manner it thinks fit or adopt any administrative procedures in relation to the Plan as it deems appropriate. The decision of the Board will be conclusive and binding on the parties to the dispute or the Eligible Shareholders or both, as the case may be.

9. General

- 9.1 This Plan will be administered by the Board (or a committee of the Board) which will have an absolute discretion to:
- (a) determine appropriate procedures for administration of the Plan consistent with the Terms and Conditions;
 - (b) resolve conclusively all questions of fact or interpretation arising in connection with the Terms and Conditions or implementation of this Plan;
 - (c) waive strict compliance with any provision of these Terms and Conditions; and
 - (d) delegate to any one or more persons for such period and on such conditions as they may determine, the exercise of their powers or discretions under the Terms and Conditions or implementation of this Plan.
- 9.2 Any notice regarding Shares issued under the Plan will be sent to the address of the holder as recorded in the register of members maintained by the Company or the share registry.
- 9.3 These Terms and Conditions are governed by and construed in accordance with the laws for the time being in force in the State of Queensland.

Please return completed form to:
Computershare Investor Services Pty Limited
GPO Box 523 Brisbane
Queensland 4001 Australia
Enquiries (within Australia) 1300 552 270
(outside Australia) 61 3 9415 4000
Facsimile 61 7 3237 2152
web.queries@computershare.com.au
www.computershare.com

A

000001
000
SAM
MR JOHN SMITH 1
FLAT 123
123 SAMPLE STREET
THE SAMPLE HILL
SAMPLE ESTATE
SAMPLEVILLE VIC 3030

Securityholder Reference Number (SRN)



I 1234567890 I N D

Use a black pen.
Print in CAPITAL letters
inside the grey areas.

A	B	C	1	2	3
---	---	---	---	---	---

Share Purchase Plan Application Form

Securityholders eligible to participate in the Share Purchase Plan ("SPP") may select one only of the following offers to purchase shares in Jumbo Corporation Ltd

Offer Closes: 5pm EST on 20 January 2006

Securityholder Entitlement details	
Subregister	XXX,XXX,XXX
Record Date	XXX,XXX,XXX

To be completed by Securityholder

B I/We wish to apply for the value of shares set out below in accordance with the terms and conditions of the Share Purchase Plan, as set out in the accompanying letter dated 23 November 2005.

The total cost of all shares purchased by an eligible shareholder must not exceed \$5,000.

Please mark one box only

Offer A	Offer B	Offer C	Offer D	Offer E
<input checked="" type="checkbox"/> \$1000 OR <input type="checkbox"/> 16,667	<input checked="" type="checkbox"/> \$2000 OR <input type="checkbox"/> 33,334	<input checked="" type="checkbox"/> \$3000 OR <input type="checkbox"/> 50,000	<input checked="" type="checkbox"/> \$4000 OR <input type="checkbox"/> 66,667	<input checked="" type="checkbox"/> \$5000 OR <input type="checkbox"/> 83,334

I/We enclose my/our payment for the amount shown above being payment of \$0.06 per new share. I/We hereby authorise you to register me/us as the holder(s) of the shares allotted to me/us, and I/we agree to be bound by the Constitution of the company.

C Enter your contact details

Contact Name	Telephone Number - Business Hours / After Hours
<input type="text"/>	(<input type="text"/>) <input type="text"/>

Cheque details - Make your cheque or bank draft payable to Jumbo Share Offer

Drawer	Cheque Number	BSB Number	Account Number	Amount of cheque
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A\$ <input type="text"/>

The directors reserve the right to make amendments to this form where appropriate. Please refer to the lodgement instructions overleaf.
This form may not be used to effect an address change. Please contact Computershare Investor Services Pty Limited on 1300 552 270 for an appropriate form, or download a Change of Address Notification form from www.computershare.com

See back of form for completion guidelines



How to complete this form

Acceptance of the Share Purchase Plan offer

A Registration Name(s)

Your name and address as it appears on the Register of Jumbo Corporation Ltd.

B The Offer

You can apply for shares to a maximum value of \$5000 in the denominations provided.

C Contacts Details

Enter your contact details. These are not compulsory but will assist us if we need to contact you.

D Payment

Make your cheque or bank draft payable to Jumbo Share Offer in Australian currency and cross it Not Negotiable. Your cheque or bank draft must be drawn on an Australian Bank.

Complete the cheque details in the boxes provided. The total amount must agree with your selection made in selection B.

Cheques will be processed on the day of receipt and as such, sufficient cleared funds must be held in your account as cheques returned unpaid may not be re-presented and may result in your Share Purchase Plan Form being rejected. Pin (do not staple) your cheque(s) to the Share Purchase Plan Form where indicated. Cash will not be accepted. Receipt for payment will not be forwarded.

This is an important document and requires your immediate attention. If you are in any doubt about how to deal with it, please consult your financial or other professional advisor.

Jumbo Corporation Ltd Share Purchase Plan

Lodgement of Share Purchase Plan

Share Purchase Plan Forms must be received at the Brisbane office of Computershare Investor Services Pty Limited by no later than 5pm EST on 20 January 2006. Return the Share Purchase Plan Form to:

Computershare Investor Services Pty Limited
GPO Box 523
Brisbane QLD 4001

OR
Computershare Investor Services Pty Limited
Level Nineteen
307 Queen Street
Brisbane QLD 4000

Privacy Statement

Personal information is collected on this form by Computershare Investor Services Pty Limited ("CIS"), as registrar for securities issuers ("the issuer"), for the purpose of maintaining registers of securityholders, facilitating distribution payments and other corporate actions and communications. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. If you would like details of your personal information held by CIS, or you would like to correct information that is inaccurate, incorrect or out of date, please contact CIS. In accordance with the Corporations Act 2001, you may be sent material (including marketing material) approved by the issuer in addition to general corporate communications. You may elect not to receive marketing material by contacting CIS. You can contact CIS using the details provided on the front of this form or E-mail privacy@computershare.com.au

If you have any enquiries concerning the Share Purchase Plan Offer please contact Computershare Investor Services Pty Limited on telephone 1300 552 270.

012004 - V2

TBA

JUM

Please return the completed form in the envelope provided, or to the address opposite:

Computershare Investor Services Pty Limited
GPO Box 523
Brisbane QLD 4001
Australia

