

Appendix 4 – Plan Summary

A summary of the principal terms of the Aristocrat’s SuperShare Plan (**Plan**) is set out below. The specific terms in respect of Purchased Shares and Matching Rights, including any vesting conditions will be contained in the Offer provided to an Eligible Employee.

To the extent of any inconsistency between the Plan and the Offer and this summary, the Plan and Offer will prevail. Capitalised terms used in this summary not otherwise defined have the meaning given to those terms in the Plan.

Eligibility

Under the Plan, the Board may, from time to time and at its absolute discretion invite an employee of the Company or a Group Company (Eligible Employee) to participate in the Plan.

The Board may determine at its absolute discretion that an application submitted in accordance with the Plan will not be accepted in whole or in part by the Company.

Terms and Conditions

The Board has the absolute discretion to set the terms and conditions (including conditions in relation to Vesting, and trading restrictions) on which it will deliver Purchased Shares or issue Matching Rights to participants in the Plan.

The Board will determine, the procedure for offering participation in the Plan (including the form, terms and content of any offer, and offer and acceptance procedure) in accordance with the rules of the Plan.

Offer to an Eligible Employee

An Offer to an Eligible Employee incorporates the operative terms and conditions in respect to:

- Numbers of Purchased Shares and Matching Rights that may be applied for;
- Vesting Conditions of Matching Rights;
- Details of any Trading Restrictions on Purchased Shares;
- Ending participation in the Plan; and
- Treatment of a Participant’s contributions on ceasing employment.

Becoming a Participant

On enrolling in the Plan, the Eligible Employee become a Participant.

Voting and dividend rights of Purchased Shares and Matching Rights

Matching Rights do not carry any voting or dividend rights.

Purchased Shares issued or transferred to Participants carry the same rights and entitlements as other issued Shares, including voting and dividend rights.

Shares delivered

Purchased Shares and Shares delivered on Vest of Matching Rights will be fully paid ordinary shares in the capital of the Company.

Ranking of Shares

Purchased Shares delivered in accordance with the Plan will rank equally with all existing Shares from the date of delivery of such Purchased Shares to the Participant. Shares delivered on Vest of Matching Rights will rank equally with all existing Shares.

Quotation

If other Shares are officially quoted on ASX at the time of grant, the Company must, within any time frame required by the Listing Rules, apply for official quotation of any Purchased Shares and Shares issued or delivered under this Plan.

Nominee

An Eligible Employee or Participant cannot transfer their right to purchase Purchased Shares under the Offer to anyone else and is not permitted to have Matching Rights issued, allotted or transferred to any other person or associated body corporate unless the Board, at its absolute discretion, determines otherwise.

Variation and adjustment of Purchased Shares and Matching Rights

Subject to all Applicable Laws and the Plan, the Board at its absolute discretion may also make such adjustments as it considers appropriate, to the number of Purchased Shares and Matching Rights; or the number of Shares that may be issued, on reorganisations in share capital, rights issue, sub-division, consolidation or reduction in share capital, a demerger, special dividends or other distribution in specie. .

Change of Control

Where a Change of Control occurs, or is about to occur, the Board at its absolute discretion will determine the manner in which all Matching Rights will be dealt with.

Amendments to Plan

Subject to provisions of the Plan and the Listing Rules, the Board may amend the Plan Rules, a performance condition or other terms of grant, including for the purpose of complying with Applicable Laws, the Constitution, or to address possible adverse tax implications for Participants generally or the Company or any subsidiary or to correct errors. Generally, the Plan Rules may not be amended if in the Board's opinion the amendment would materially reduce the rights of a Participant in respect of Matching Rights already granted.

Administration of Plan

The Board may administer the Plan or may delegate to a third party administrator. The Plan may also be operated by way of Trust. Where the Plan is operated by way of Trust, Shares will be held by the Trustee on the terms of the Plan as described in this summary.

Where the Plan is operated by way of Trust, and an Eligible Employee would like a copy of the Trust (the Deed), they may contact Peter Rodovitis (Peter.Rodovitis@aristocrat.com) who will provide a copy of the Deed at no charge and within a reasonable time.

Suspension or termination of the Plan

The Board may from time to time suspend the operation of the Plan. The Plan terminates and is wound up if an order is made or an effective resolution is passed for the winding up of the Company other than for the purpose of amalgamation or reconstruction; or if the Board determines that the Plan is to be wound up.

Schedules

Due to local laws, the Plan includes schedules that contain special terms for Participants who are resident in the US and California (Schedule 1), in the Philippines (Schedule 2), and in Israel (Schedule 3).

US Participants and California Participants

Schedule 1 is intended to satisfy all requirements of Rule 701 under the Securities Act of 1933 and § 25102(o) of the California Corporations Code with respect to offers and sale that would otherwise violate Federal and California securities law.

Philippine Participants

Schedule 2 operates such that no actual Company shares will be allocated. Rather a cash only equivalent of a Purchased Share or Matching Right will be delivered.

Israeli Participants

Schedule 3 is intended to operate to the extent necessary to comply with the requirements set by the Israeli law in general, and, in particular, with the provisions of the Israeli Income Tax Ordinance [New Version] 1961.