

# *Government Gazette*

OF THE STATE OF  
NEW SOUTH WALES

**Number 7**  
**Friday, 17 January 2014**

Published under the authority of the Government by the Parliamentary Counsel

## OFFICIAL NOTICES

### Appointments

Department of Premier and Cabinet, Sydney  
15 January 2014.

#### CONSTITUTION ACT 1902

Ministerial Arrangements during the Absence of the Treasurer and Minister for Industrial Relations

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable A. J. CONSTANCE, M.P., Minister for Finance and Services, to act for and on behalf of the Treasurer and Minister for Industrial Relations on and from 19 January 2014, with a view to his performing the duties of the Honourable M. B. BAIRD, M.P., during his absence from duty.

BARRY O'FARRELL, M.P.,  
Premier

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## Roads and Maritime Services

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### ROADS ACT 1993

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Valla in  
the Nambucca Shire Council area

Roads and Maritime Services by its delegate declares,  
with the approval of Her Excellency the Governor, that  
the land described in the schedule below is acquired by  
compulsory process under the provisions of the Land  
Acquisition (Just Terms Compensation) Act 1991 for  
the purposes of the Roads Act 1993.

T D Craig  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

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#### SCHEDULE

ALL those pieces or parcels of Crown land situated in  
the Nambucca Shire Council area, Parish of Valley  
Valley and County of Raleigh, shown as Lots 3 and 4  
Deposited Plan 1188234, being parts of the land in  
Travelling Stock Reserve No 101 notified in the  
Government Gazette of 1 November 1880, folio 5626.

(RMS Papers: SF2013/153769; RO 10/317.1755)

## Department of Trade and Investment, Regional Infrastructure and Services

### COAL MINE HEALTH AND SAFETY ACT 2002

#### Instrument of Appointment

I, WILLIAM HUGHES, Acting Executive Director, Mineral Resources, Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 145(1)(b) of the Coal Mine Health and Safety Act 2002 (the Act), hereby appoint Franciscus Joseph VAN DIJK as an Inspector.

Dated this 14th day of January 2014.

WILLIAM HUGHES,  
Acting Executive Director,  
Mineral Resources,  
Department of Trade and Investment,  
Regional Infrastructure and Services  
(under subdelegation from Director-General  
of authority delegated by the Minister)

### MINE HEALTH AND SAFETY ACT 2004

#### Instrument of Appointment

I, WILLIAM HUGHES, Acting Executive Director, Mineral Resources, Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 127(1)(b) of the Mine Health and Safety Act 2004, hereby appoint Alexander Richard John WHITESIDE as an Inspector.

Dated this 14th day of January 2014.

WILLIAM HUGHES,  
Acting Executive Director,  
Mineral Resources,  
Department of Trade and Investment,  
Regional Infrastructure and Services  
(under subdelegation from Director-General  
of authority delegated by the Minister)

### MINERAL RESOURCES

NOTICE is given that the following applications have been received:

#### EXPLORATION LICENCE APPLICATIONS

(T14-1006)

No. 4960, SANDFIRE RESOURCES NL (ACN 105 154 185), area of 10 units, for Group 1, dated 10 January 2014. (Orange Mining Division).

(T14-1007)

No. 4961, THOMSON RESOURCES LTD (ACN 138 358 728), area of 67 units, for Group 1, dated 10 January 2014. (Coffs Harbour Mining Division).

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications have been granted:

#### EXPLORATION LICENCE APPLICATIONS

(T13-1130)

No. 4868, now Exploration Licence No. 8218, GOSSAN HILL GOLD LIMITED (ACN 147 329 833), Counties of Clarendon, Harden and Wynyard, Map Sheet (8427, 8527), area of 58 units, for Group 1, dated 8 January 2014, for a term until 8 January 2017.

(T13-1130)

No. 4868, now Exploration Licence No. 8219, GOSSAN HILL GOLD LIMITED (ACN 147 329 833), Counties of Clarendon, Harden and Wynyard, Map Sheet (8427, 8527), area of 42 units, for Group 1, dated 8 January 2014, for a term until 8 January 2017.

(T13-1152)

No. 4890, now Exploration Licence No. 8220, Christopher John HUGHES and Warwick Samuel HUGHES, County of Harden, Map Sheet (8528), area of 4 units, for Group 1, dated 10 January 2014, for a term until 10 January 2017.

(T13-1155)

No. 4893, now Exploration Licence No. 8216, PEEL MINING LIMITED (ACN 119 343 734), County of Manara, Map Sheet (7732), area of 16 units, for Group 1, dated 7 January 2014, for a term until 7 January 2017.

(T13-1157)

No. 4895, now Exploration Licence No. 8217, PEEL MINING LIMITED (ACN 119 343 734), County of Woore, Map Sheet (7733), area of 12 units, for Group 1, dated 7 January 2014, for a term until 7 January 2017.

(T13-1170)

No. 4907, now Exploration Licence No. 8215, LACHLAN METALS PTY LTD (ACN 163 580 603), Counties of Harden and Murray, Map Sheet (8628), area of 100 units, for Group 1, dated 19 December 2013, for a term until 19 December 2016.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following application has been withdrawn:

#### EXPLORATION LICENCE APPLICATION

(T13-1092)

No. 4832, SANDFIRE RESOURCES NL (ACN 105 154 185), County of Bland and County of Gipps, Map Sheet (8330, 8430, 8431). Withdrawal took effect on 13 January 2014.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications for renewal have been received:

(14-0129)

Exploration Licence No. 5674, SILVER MINES LIMITED (ACN 107 452 942), area of 4 units. Application for renewal received 10 January 2014.

(T03-0058)

Exploration Licence No. 6181, CLANCY EXPLORATION LIMITED (ACN 105 578 756), area of 14 units. Application for renewal received 13 January 2014.

(07-0314)

Exploration Licence No. 7014, HILL END GOLD LIMITED (ACN 072 692 365), area of 2 units. Application for renewal received 14 January 2014.

(T11-0203)

Exploration Licence No. 7878, LFB RESOURCES NL (ACN 073 478 574), area of 86 units. Application for renewal received 13 December 2013.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

#### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(10-6504)

Exploration Licence No. 5359, MURRAY BASIN TITANIUM PTY LTD (ACN 082 497 827), Counties of Kilfera, Manara and Taila, Map Sheet (7429, 7430, 7529, 7530, 7531, 7630, 7631), area of 589 units, for a further term until 8 October 2015. Renewal effective on and from 13 January 2014.

(07-6082)

Exploration Licence No. 5864, TEMPLAR RESOURCES PTY LTD (ACN 085 644 944), Counties of Bland and Bourke, Map Sheet (8329, 8429), area of 23 units, for a further term until 28 May 2016. Renewal effective on and from 6 January 2014.

(07-0082)

Exploration Licence No. 6925, IRONBARK ZINC LIMITED (ACN 118 751 027), County of Beresford, Map Sheet (8725), area of 20 units, for a further term until 31 October 2015. Renewal effective on and from 6 January 2014.

(13-1379)

Exploration Licence No. 7332, FORTIUS MINES PTY LTD (ACN 140 151 917), Counties of Fitzroy and Raleigh, Map Sheet (9437, 9537), area of 76 units, for a further term until 16 April 2015. Renewal effective on and from 9 January 2014.

(T09-0150)

Exploration Licence No. 7449, CRISTAL MINING AUSTRALIA LIMITED (ACN 009 247 858), Counties of Perry, Wentworth and Windeyer, Map Sheet (7231, 7330, 7331, 7430, 7431), area of 439 units, for a further term until 4 February 2016. Renewal effective on and from 7 January 2014.

(T91-0381)

Mining Purposes Lease No. 97 (Act 1973), Gary Douglas STONE, Parish of Wallangulla, County of Finch, Map Sheet (8439-2-S), area of 2.46 hectares, for a further term until 21 June 2018. Renewal effective on and from 23 December 2013.

(T91-0383)

Mining Purposes Lease No. 98 (Act 1973), Gary Douglas STONE, Parish of Wallangulla, County of Finch, Map Sheet (8439-2-S), area of 1.69 hectares, for a further term until 21 June 2018. Renewal effective on and from 23 December 2013.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

#### REFUSAL OF APPLICATION FOR RENEWAL

NOTICE is given that the application for renewal in respect of the following authority has been refused:

(T09-0145)

Exploration Licence No. 7413, CENTRAL WEST GOLD NL (ACN 003 078 591), County of Clive, Map Sheet (9239), area of 8 units. The authority ceased to have effect on 9 January 2014.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

#### WITHDRAWAL OF APPLICATIONS FOR RENEWAL

NOTICE is given that the applications for renewal in respect of the following authorities have been withdrawn:

(T09-0114)

Exploration Licence No. 7408, CASTILLO COPPER LIMITED (ACN 137 606 476), County of King, Map Sheet (8628), area of 4 units. The authority ceased to have effect on 10 January 2014.

(T09-0115)

Exploration Licence No. 7412, CASTILLO COPPER LIMITED (ACN 137 606 476), County of Harden, Map Sheet (8628), area of 4 units. The authority ceased to have effect on 10 January 2014.

(T02-0283)

Mining Lease No. 1074 (Act 1973), Michelle Maree LEFEBVRE, Parish of Bywong, County of Murray, Map Sheet (8727-1-S), area of 24.34 hectares. The authority ceased to have effect on 2 January 2014.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

#### CANCELLATION OF AUTHORITIES AT REQUEST OF HOLDERS

NOTICE is given that the following authorities have been cancelled:

(T08-0205)

Exploration Licence No. 7268, ABX1 PTY LTD (ACN 139 790 364), County of Arrawatta, Map Sheet (9138, 9139), area of 23 units. Cancellation took effect on 8 January 2014.

(T11-0167)

Exploration Licence No. 7981, GOLD FIELDS AUSTRALASIA PTY LTD (ACN 087 624 600), County of Narromine, Map Sheet (8532, 8533), area of 9 units. Cancellation took effect on 8 January 2014.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

**TRANSFER**

(13-3743)

Mining Lease No. 1641 (Act 1992), formerly held by NORTH MINING LIMITED (ACN 000 081 434) has been transferred to CMOC MINING PTY LIMITED (ACN 164 997 317). The transfer was registered on 3 January 2014.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

**PART CANCELLATIONS**

NOTICE is given that the following authorities have been cancelled in part:

(10-7539)

Exploration Licence No. 2513, PERILYA BROKEN HILL LIMITED (ACN 099 761 289).

Description of area cancelled:

An area of 3 units has been cancelled. For further information contact Titles Branch.

Part cancellation took effect on 17 December 2013.

The authority now embraces an area of 24 units.

(06-6587)

Exploration Licence No. 2743, PERILYA BROKEN HILL LIMITED (ACN 099 761 289).

Description of area cancelled:

An area of 6 units has been cancelled. For further information contact Titles Branch.

Part cancellation took effect on 17 December 2013.

The authority now embraces an area of 30 units.

(12-5785)

Exploration Licence No. 6689, PERILYA BROKEN HILL LIMITED (ACN 099 761 289).

Description of area cancelled:

An area of 8 units has been cancelled. For further information contact Titles Branch.

Part cancellation took effect on 17 December 2013.

The authority now embraces an area of 25 units.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

**REQUEST FOR CANCELLATION OF AUTHORITY**

(T09-0113)

Exploration Licence No. 7426, CASTILLO COPPER LIMITED (ACN 137 606 476), County of Beresford, Murray and Cowley, area of 33 units. Application for cancellation was received on 8 January 2014.

(06-4147)

Exploration Licence No. 6727 by THOMSON RESOURCES LTD (ACN 138 358 728), Counties of Killara and Landsborough, area of 20 units. Application for cancellation was received on 9 January 2014.

(06-7045)

Exploration Licence No. 6721 by THOMSON RESOURCES LTD (ACN 138 358 728), County of Fitzgerald, area of 11 units. Application for cancellation was received on 9 January 2014.

(06-7046)

Exploration Licence No. 6720 by THOMSON RESOURCES LTD (ACN 138 358 728), County of Fitzgerald, area of 6 units. Application for cancellation was received on 9 January 2014.

The Hon. ANTHONY ROBERTS, M.P.,  
Minister for Resources and Energy

## PRIMARY INDUSTRIES

### GAME AND FERAL ANIMAL CONTROL ACT 2002

#### Notice of Declaration of Public Lands Available for Hunting Game Animals

I, KATRINA ANN HODGKINSON, M.P., Minister for Primary Industries, give public notice of a declaration made under section 20 of the Game and Feral Animal Control Act 2002 (“the Act”). On 14 January 2014, I declared that game animals on the public land described below may be hunted by persons duly licensed under the Act and in accordance with the terms set out in the declaration until 3 February 2024.

The declaration can be accessed via the NSW Department of Primary Industries website [www.dpi.nsw.gov.au](http://www.dpi.nsw.gov.au).

#### State Forests

Airly, Albert, Attunga, Avon River, Awaba, Bachelor, Back Creek, Back Yamma, Badja, Bagawa, Bago, Balgay, Ballengarra, Banyabba, Baradine, Barcoongere, Barrington Tops, Belanglo, Bellangry, Ben Bullen, Benandarah, Benbraggie, Bermagui, Bibblewindi, Billapaloola, Billilimbra, Bimbi, Bingara, Binya, Blenheim, Blow Clear West, Boambee, Bodalla, Bolaro, Bom Bom, Bombala, Bonalbo, Bondi, Bondo, Boona, Boonanghi, Boonoo, Boorabee, Boorook, Boundary Creek, Bourbah, Bowman, Boyben, Boyne, Braemar, Brassey, Breeza, Bretts, Bril Bril, Broken Bago, Brother, Bruces Creek, Buckenbowra, Buckingbong, Buckra Bendinni, Bulahdelah, Bulbodney, Bulga, Bulls Ground, Bungabbee, Bungawalbin, Bungongo, Burrawan, Butterleaf, Bylong, Cairncross, Camira, Campbells Island, Canbelego, Candole, Canobolas, Carabost, Carawandool, Cargelligo, Carrai, Carwong, Cathcart, Chaelundi, Cherry Tree, Chichester, Clandulla, Clive, Clouds Creek, Clyde, Collombatti, Comboyne, Comleroy, Conapaira East, Conapaira South, Coneac, Conglomerate, Coolangubra, Coomore Creek, Cooperook, Cope, Copeton, Coricudgy, Corrabare, Corringale, Cowal, Cowarra, Craigie, Culgoora, Cumbil, Cumbine, Curraburrama, Currambene, Currowan, Dalmorton, Dampier, Diehappy, Dingo, Divines, Dog Rocks, Doona, Doubleduke, Doyles River, Dungeree, East Boyd, East Cookeys Plains, Ellangowan, Ellis, Enfield, Essington, Etoo, Euglo South, Euligal, Eurabba, Ewingar, Flat Rock, Forest Land, Fosterton, Fullers, Ganmain, Gibberagee, Gibraltar Range, Gilgunnia, Gilgurry, Gillenbah, Gilwarny, Girard, Girilambone, Giro, Gladstone, Glen Allen, Glen Elgin, Glenbog, Glenugie, Glenwood, Gnupa, Grahway, Grange, Green Hills, Gunningbland, Gurnang, Hampton, Hanging Rock, Heaton, Hyland, Ingalba, Ingebirah, Irishman, Jacks Creek, Jellore, Jenolan, Johns River, Kalateenee, Kandos, Kangaroo River, Kerewong, Kerringle, Kew, Keybarbin, Kinross, Kippara, Kiwarrak, Knorrit, Koondrook, Lachlan Range, Lansdowne, Leard, Lester, Lidsdale, Lorne,

Lower Bucca, Lower Creek, Lowes Mount, Malara, Manna, Mannus, Maragle, Marara, Marengo, Maria River, Masseys Creek, Matong, Mcdonald, Mcpherson, Medowie, Mejum, Merrinele, Merriwindi, Meryla, Miandetta, Micalong, Middle Brother, Minnon, Mistake, Mogo, Momo, Moogem, Moonpar, Moruya, Mount Belmore, Mount Boss, Mount David, Mount Marsh, Mount Mitchell, Mount Nobby, Mount Pikapene, Mount Tilga, Mount Topper, Mullions Range, Mulyandry, Mumbulla, Mundaroo, Murda, Murraguldrie, Murreh, Myall River, Myrtle, Nadgee, Nalbaugh, Nambucca, Nana Creek, Nangerybone, Narraway, Nerang Cowal, Nerong, Neville, Newfoundland, Newnes, Newry, North Branch, North Brooman, Nowendoc, Nowra, Nulla-Five Day, Nullica, Nullo Mountain, Nundle, Nungatta, Nymboida, Oakes, Oakwood, Olney, Orara East, Orara West, Orr, Ourimbah, Palmer, Pappinbarra, Parkhurst, Pennsylvania, Penrose, Perricoota, Pilliga East, Pilliga West, Pine Brush, Pine Creek, Pokolbin, Pullabooka, Putty, Queens Lake, Quegobla, Ramornie, Ravensworth, Red Hill, Riamukka, Roseberg, Roses Creek, Royal Camp, Sandgate, Scotchman, Severn, Shallow Crossing, Sheas Nob, South Brooman, Southgate, Spring Ridge, Stewarts Brook, Strahorn, Styx River, Sugarloaf, Sunny Corner, Tabbimoble, Tailby, Talgong, Tallaganda, Tallegar, Tamban, Tanja, Tantawangalo, Taratta, Tarkeeth, Termeil, Terrible Billy, Thorndale, Thumb Creek, Timbillica, Tomalla, Torrington, Tottenham, Towamba, Tuckers Nob, Tuckland, Tuggolo, Tumut, Turon, Uffington, Upsalls Creek, Vickery, Viewmont, Vittoria, Vulcan, Wallaroo, Wallingat, Wandella, Wandera, Wang Wauk, Warraderry, Washpool, Watagan, Way Way, Weddin, Wedding Bells, Wee Jasper, Weelah, Wharfdale, Whiporie, Wilbertroy, Wild Cattle Creek, Wingello, Wittenbra, Wolgan, Woomargama, Wyrra, Yadboro, Yambulla, Yarratt, Yathong, Yerriyong, Yessabah.

#### Notes:

- (a) Section 5 (1) of the Act defines a game animal as any animal specified in Schedule 3 to the Act that is living in the wild.
- (b) Section 18 of the Act requires a person to hold a restricted game hunting licence to hunt game animals on declared public land (there are limited exemptions to this requirement in section 17).
- (c) Section 20 (10) of the Act provides that a declaration under section 20 does not confer authority for anything that is inconsistent with the requirements of any other Act or law.

KATRINA ANN HODGKINSON, M.P.,  
Minister for Primary Industries



## LANDS

**DUBBO CROWN LANDS OFFICE**  
**45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830**  
**Phone: (02) 6883 3300      Fax: (02) 6884 2067**

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedules hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedules.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

**SCHEDULE 1**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Allan Edward QUAYLE (re-appointment). Graeme William PURVIS (re-appointment). Heather June COOKE (new member).	Bearbong Recreation Reserve Trust.	Reserve No.: 60762. Public Purpose: Public recreation. Notified: 2 November 1928. File No.: 08/2845.

**Term of Office**

For a term commencing 1 March 2014 and expiring 28 February 2019.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Stephen Patrick HORAN (new member). Barrie Francis BATTEN (re-appointment). Grahame John SMITH (re-appointment). Ross Stanley BARDEN (re-appointment).	Gilgandra Showground Trust.	Reserve No.: 78945. Public Purpose: Showground and racecourse. Notified: 5 October 1956. File No.: DB80 R 155-002.

**Term of Office**

For a term commencing 1 March 2014 and expiring 28 February 2019.

**GOULBURN OFFICE**  
**159 Auburn Street, Goulburn NSW 2580**  
**(PO Box 2215, Dangar NSW 2309)**  
**Phone: (02) 4824 3700 Fax: (02) 4822 4287**

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedules hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedules.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Geoffrey John SLAVIN (re-appointment). Kim Laurice LANG (re-appointment). Lorraine Cynthia HARDMAN (re-appointment). James Bruce WILLIAMS (re-appointment). David John TAYLOR (re-appointment).	Bendick Murrell Recreation Reserve Trust.	Reserve No.: 85951. Public Purpose: Public recreation. Notified: 16 September 1966. File No.: GB80 R 109-002.

Term of Office

For a term commencing 16 January 2014 and expiring 15 January 2019.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Kevin John MILLER (re-appointment). Russell John ADAMS (new member). Robyn Elaine HANNIS (re-appointment). Darrell William HANNIS (re-appointment). Glenda Eva CHOWN (re-appointment).	Reids Flat Recreation Reserve Trust.	Reserve No.: 60976. Public Purpose: Public recreation. Notified: 22 February 1929. File No.: GB80 R 290-003.

Term of Office

For a term commencing the date of this notice and expiring 16 January 2019.

**NOTICE OF PURPOSE OTHER THAN THE  
 DECLARED PURPOSE PURSUANT TO  
 SECTION 34A (2) OF THE  
 CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 520847).	Reserve No.: 97454. Public Purpose: Future public requirements. Notified: 28 September 1984. File No.: 13/13047.



**GRAFTON OFFICE**  
**49-51 Victoria Street, Grafton NSW 2460**  
**(PO Box 2185, Dangar NSW 2309)**  
**Phone: 1300 886 235 Fax: (02) 6642 5375**

**ERRATUM**

In the notification appearing in the *New South Wales Government Gazette* of 20 December 2013, Folio 5828, under the heading "Alteration of Corporate Name of Reserve Trust" should refer to "Schedule 1" in lieu of "Schedule I".

File No.: GF89 R 66.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

**Description**

*Parish – Glen Innes; County – Gough;*  
*Land District – Glen Innes;*  
*L.G.A. – Glen Innes Severn Shire*

Road Closed: Lot 1, DP 1190097.

File No.: 08/10674.

**Schedule**

On closing, the land within Lot 1, DP 1190097 remains vested in the State of New South Wales as Crown land.

**Description**

*Parishes – Bunna and Bulyeroi; County – Jamison;*  
*Land District – Narrabri; L.G.A. – Narrabri*

Road Closed: Lot 2, DP 1190503.

File No.: 07/5967.

**Schedule**

On closing, the land within Lot 2, DP 1190503 remains vested in the State of New South Wales as Crown land.

**Description**

*Parishes – Ulmarra, Lavadia and Clarenza;*  
*County – Clarence;*  
*Land District – Grafton; L.G.A. – Clarence Valley*

Road Closed: Lots 3-4, DP 1190872.

File No.: 07/6218.

**Schedule**

On closing, the land within Lots 3-4, DP 1190872 remains vested in the State of New South Wales as Crown land.

**Description**

*Parishes – Clarenza, Ulmarra and Lavadia;*  
*County – Clarence;*  
*Land District – Grafton; L.G.A. – Clarence Valley*

Road Closed: Lots 1-2, DP 1190872.

File No.: GF05 H 868.

**Schedule**

On closing, the land within Lots 1-2, DP 1190872 remains vested in the State of New South Wales as Crown land.

**Description**

*Parishes – Bulyeroi and Bunna; County – Jamison;*  
*Land District – Narrabri; L.G.A. – Narrabri*

Road Closed: Lot 1, DP 1190503.

File No.: 07/5967.

**Schedule**

On closing, the land within Lot 1, DP 1190503 remains vested in the State of New South Wales as Crown land.

**Description**

*Parish – Comboyne; County – Macquarie;*  
*Land District – Comboyne;*  
*L.G.A. – Port Macquarie-Hastings*

Road Closed: Lot 2, DP 1183223.

File No.: 07/3250.

**Schedule**

On closing, the land within Lot 2, DP 1183223 remains vested in the State of New South Wales as Crown land.

**Description**

*Parish – Selwyn; County – Wynyard;*  
*Land District – Tumbarumba; L.G.A. – Tumut*

Road Closed: Lot 1, DP 1191269.

File No.: 12/05077.

**Schedule**

On closing, the land within Lot 1, DP 1191269 remains vested in the State of New South Wales as Crown land.

**NOTICE OF PURPOSE OTHER THAN THE  
 DECLARED PURPOSE PURSUANT TO  
 SECTION 34A (2) OF THE  
 CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedules, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedules.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

## SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 522947).	Reserve No.: 9160. Public Purpose: Public buildings. Notified: 1 June 1889. File No.: 13/13932.

## SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 522947).	Reserve No.: 9171. Public Purpose: Water. Notified: 1 June 1889. File No.: 13/13932.

## SCHEDULE 3

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 522947).	Reserve No.: 10393. Public Purpose: Preservation of graves. Notified: 30 November 1889. File No.: 13/13932.

## SCHEDULE 4

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 522947).	Reserve No.: 10397. Public Purpose: Road purposes. Notified: 30 November 1889. File No.: 13/13932.

## SCHEDULE 5

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 522947).	Reserve No.: 10399. Public Purpose: Water. Notified: 30 November 1889. File No.: 13/13932.

## SCHEDULE 6

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 522947).	Reserve No.: 10400. Public Purpose: Water. Notified: 30 November 1889. File No.: 13/13932.

## SCHEDULE 7

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 522947).	Reserve No.: 752399. Public Purpose: Future public requirements. Notified: 29 June 2007. File No.: 13/13932.

**HAY OFFICE**  
**126 Lachlan Street (PO Box 182), Hay NSW 2711**  
**Phone: (02) 6990 1800 Fax: (02) 6993 1135**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

Description

*Parish – Tooronga; County – Dowling;  
 Land District – Lake Cargellico; L.G.A. – Lachlan*

Road Closed: Lot 2, DP 1178518.  
 File No.: 08/8188.

Schedule

On closing, the land within Lot 2, DP 1178518 remains vested in the State of New South Wales as Crown land.

Description

*Parishes – Tooronga and Whoyeo; County – Dowling;  
 Land District – Lake Cargellico; L.G.A. – Lachlan*

Road Closed: Lot 1, DP 1178518.  
 File No.: 08/8187.

Schedule

On closing, the land within Lot 1, DP 1178518 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Bolagamy; County – Gipps;  
 Land District – Wyalong; L.G.A. – Bland*

Road Closed: Lot 1, DP 1178515.  
 File No.: 10/15205.

Schedule

On closing, the land within Lot 1, DP 1178515 remains vested in the State of New South Wales as Crown land.

Description

*Parishes – Mills and Honuna;  
 Counties – Sturt and Nicholson;  
 Land District – Hay; L.G.A. – Carrathool*

Road Closed: Lot 1, DP 1172482.  
 File No.: HY90 H 420.

Schedule

On closing, the land within Lot 1, DP 1172482 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Brobenah; County – Cooper;  
 Land District – Narrandera; L.G.A. – Narrandera*

Road Closed: Lot 1, DP 1170065.  
 File No.: 10/18364.

Schedule

On closing, the land within Lot 1, DP 1170065 remains vested in the State of New South Wales as Crown land.

**MAITLAND OFFICE**  
**141 Newcastle Road, East Maitland NSW 2323**  
**(PO Box 2215, Dangar NSW 2309)**  
**Phone: (02) 1300 886 235 Fax: (02) 4934 2252**

**NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO  
SECTION 34A (2) OF THE  
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Grazing (Relevant Interest – Section 34A Licence – RI 523634).	Reserve No.: 753216. Public Purpose: Future public requirements. Notified: 29 June 2007. File No.: 13/14532.

**MOREE OFFICE**  
**Frome Street (PO Box 388), Moree NSW 2400**  
**Phone: (02) 6752 5055 Fax: (02) 6752 1707**

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedules hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedules.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

**SCHEDULE 1**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
John William FORSYTH (re-appointment).	Croppa Creek Public Recreation Reserve Trust.	Reserve No.: 83986. Public Purpose: Public recreation. Notified: 14 September 1962. File No.: ME79 R 17.
James Alexander Comer DONALDSON (re-appointment).		
Damien Lawrence TIMMINS (re-appointment).		
Geoffrey Allan CRUICKSHANK (new member).		
Wendy Lou FORSYTH (re-appointment).		

**Term of Office**

For a term commencing the date of this notice and expiring 16 January 2019.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Kenneth Raymond TURNER (re-appointment).	Warialda Rail Public Recreation Reserve Trust.	Reserve No.: 55457. Public Purpose: Public recreation. Notified: 26 May 1922. File No.: ME81 R 88.

**Term of Office**

For a term commencing the date of this notice and expiring 11 February 2015.

**NEWCASTLE OFFICE**  
**437 Hunter Street, Newcastle NSW 2300**  
**(PO Box 2215, Dangar NSW 2309)**  
**Phone: (02) 1300 886 235 Fax: (02) 4925 3517**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

Description

*Parish – Mingelo; County – Narromine;  
 Land District – Parkes; L.G.A. – Parkes*

Road Closed: Lot 1, DP 1178082.  
 File No.: 09/00635.

Schedule

On closing, the land within Lot 1, DP 1178082 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Lynch; County – Canbelego;  
 Land District – Nyngan; L.G.A. – Bogan*

Road Closed: Lot 1, DP 1190807.  
 File No.: 12/02814.

Schedule

On closing, the land within Lot 1, DP 1190807 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Umbiella; County – Roxburgh;  
 Land District – Rylstone; L.G.A. – Lithgow*

Road Closed: Lots 1-3, DP 1174619.  
 File No.: 11/09316.

Schedule

On closing, the land within Lots 1-3, DP 1174619 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Wentworth; County – Narromine;  
 Land District – Dubbo; L.G.A. – Narromine*

Road Closed: Lot 1, DP 1181773.  
 File No.: 12/01982.

Schedule

On closing, the land within Lot 1, DP 1181773 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Mulyandry; County – Forbes;  
 Land District – Forbes; LGA – Forbes*

Road Closed: Lot 1, DP 1191183.  
 File No.: 08/0180 : NB.

Schedule

On closing, the land within Lot 1, DP 1191183 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Warratra; County – Wellington;  
 Land District – Mudgee; L.G.A. – Mid-Western Regional*

Road Closed: Lot 4, DP 1181778.  
 File No.: 10/17308: NB.

Schedule

On closing, the land within Lot 4, DP 1181778 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Kickabil; County – Ewenmar;  
 Land District – Dubbo; L.G.A. – Gilgandra*

Road Closed: Lots 2-5, DP 1179857.  
 File No.: 09/11120.

Schedule

On closing, the land within Lots 2-5, DP 1179857 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Beaufort; County – Bathurst;  
 Land District – Blayney; L.G.A. – Blayney*

Road Closed: Lot 1, DP 1191462.  
 File No.: 13/03751.

Schedule

On closing, the land within Lot 1, DP 1191462 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Merigan; County – Murray;  
 Land District – Queanbeyan; L.G.A. – Palerang*

Road Closed: Lots 1-14, DP 1186367 (subject to easements and right of carriageway created by Deposited Plan 1186367).

File No.: 10/03907 : BA.

Schedule

On closing, the land within Lots 1-8 and 10-14, DP 1186367 remains vested in the State of New South Wales as Crown land.



On closing, the land within Lot 9, DP 1186367 becomes vested in the State of New South Wales as Crown land.

Council's Reference: DEV.2006.0356.

—————  
Description

*Parish – Bolaro; County – Lincoln;  
Land District – Dunedoo Central; L.G.A. – Warrumbungle*

Road Closed: Lot 1, DP 1191573.

File No.: 09/01955.

Schedule

On closing, the land within Lot 1, DP 1191573 remains vested in the State of New South Wales as Crown land.

—————  
Description

*Parish – Minore; County – Narromine;  
Land District – Dubbo; L.G.A. – Dubbo*

Road Closed: Lot 1, DP 1181779.

File No.: 11/04040.

Schedule

On closing, the land within Lot 1, DP 1181779 remains vested in the State of New South Wales as Crown land.

—————  
Description

*Parish – Yetholme; County – Roxburgh;  
Land District – Bathurst; L.G.A. – Bathurst Regional*

Road Closed: Lots 1 and 2, DP 1189485.

File Nos: 13/04453 and 13/04451.

Schedule

On closing, the land within Lots 1 and 2, DP 1189485 remains vested in the State of New South Wales as Crown land.

—————  
Description

*Parishes – Wargundy and Talbragar; County – Bligh;  
Land District – Dunedoo; L.G.A. – Warrumbungle*

Road Closed: Lots 1-2, DP 1190813.

File No.: 10/08442.

Schedule

On closing, the land within Lots 1-2, DP 1190813 remains vested in the State of New South Wales as Crown land.

**NOTICE OF PUBLIC PURPOSE PURSUANT  
TO SECTION 34A (2) (B) OF  
THE CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve specified in Column 1 of the Schedules is to be occupied for the additional purpose specified in Column 2 of the Schedules.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

—————  
SCHEDULE 1

*Column 1*

Reserve No.: 755552.  
Public Purpose: Future  
public requirements.  
Notified: 29 June 2007.  
Parish: Newry.  
County: Raleigh.

*Column 2*

Communication facilities.

—————  
SCHEDULE 2

*Column 1*

Reserve No.: 65587.  
Public Purpose: Camping  
and travelling stock.  
Notified: 8 November 1935.  
Parish: Carrathool.  
County: Sturt.

*Column 2*

Communication facilities.

**NOWRA OFFICE**  
**5 O’Keefe Avenue (PO Box 309), Nowra NSW 2541**  
**Phone: (02) 4428 9100      Fax: (02) 4421 2172**

**APPOINTMENT OF CORPORATION TO  
MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Shellharbour City Council.	Windang Island (R.1004829) Reserve Trust.	Reserve No.: 1004829. Public Purpose: Public recreation and coastal environmental protection. Notified: 11 July 2003. File No.: NA03 R 16.

For a term commencing 17 January 2014.

**NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO  
SECTION 34A (2) OF THE  
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Access (Relevant Interest – Section 34A Licence – RI 522278).	Reserve No.: 750223. Public Purpose: Future public requirements. Notified: 29 June 2007. File No.: 13/13666.

**ORANGE OFFICE**  
**92 Kite Street (PO Box 2146), Orange NSW 2800**  
**Phone: (02) 6391 4300 Fax: (02) 6362 3896**

**NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO  
SECTION 34A (2) OF THE  
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedules, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedules.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

**SCHEDULE 1**

<i>Column 1</i>	<i>Column 2</i>
Environmental Protection and Sustainable Grazing (Relevant Interest – Section 34A Licence RI 509727).	Reserve No.: 53155. Public Purpose: Quarry. Notified: 31 January 1919. File No.: 12/03815.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>
Environmental Protection and Sustainable Grazing (Relevant Interest – Section 34A Licence – RI 509727).	Reserve No.: 750393. Public Purpose: Future public requirements. Notified: 29 June 2007. File No.: 12/03815.

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedules hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedules.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

**SCHEDULE 1**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Bruce Roland SLADE (re-appointment). Raymond Mark PENFOLD (re-appointment). Robert Walter PIEFKE (re-appointment).	Bland Recreation Reserve Trust.	Reserve No.: 50687. Public Purpose: Public recreation. Notified: 19 May 1915. File No.: OE81R49-002.

Term of Office

For a term commencing the date of this notice and expiring 16 January 2019.

**SCHEDULE 2**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Neville CONDON (new member). Jeffrey Peter RICHARDSON (new member). Philip Charles WALMSLEY (new member). Donald James FORSYTH (re-appointment). Lisa Yvette EASTAWAY (new member). Emma Maree LIEBICH (new member). Murray Lawrence MITTON (new member).	Grenfell Showground Trust.	Reserve No.: 57168. Public Purpose: Public recreation and showground. Notified: 27 June 1924.  Reserve No.: 47889. Public Purpose: Agricultural hall. Notified: 19 June 1912. File No.: OE80 R 192.

Term of Office

For a term commencing 27 February 2014 and expiring 26 February 2019.

**SCHEDULE 3**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Geoffrey Russell PARKER (re-appointment). Robert Bruce O'NEILL (re-appointment). Margaret Therese BRIEN (re-appointment). Brett Warrick George MILL (re-appointment). Edman Johnson BRIEN (Jim) (re-appointment).	Murga Parkland Reserve Trust.	Reserve No.: 1003128. Public Purpose: Public recreation. Notified: 22 March 2002. File No.: OE02 R 3.

Term of Office

For a term commencing the date of this notice and expiring 16 January 2019.

**SYDNEY METROPOLITAN OFFICE**  
**Level 12, Macquarie Tower, 10 Valentine Avenue, Parramatta 2150**  
**(PO Box 3935, Parramatta NSW 2124)**  
**Phone: (02) 8836 5300 Fax: (02) 8836 5365**

**ORDER – AUTHORISATION OF ADDITIONAL  
PURPOSE UNDER SECTION 121A**

PURSUANT to section 121A of the Crown Lands Act 1989, I authorise by this Order, the purpose specified in Column 1 to be an additional purpose to the declared purpose of the reserves specified opposite thereto in Column 2 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Government Purposes (Part – 25 square metres of Lot 7301, DP 1163733).	Dedication No.: 500254. Public Purpose: Public recreation and community purposes. Notified: 3 May 1957. File No.: 11/11241.

**TAMWORTH OFFICE**  
**25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340**  
**Phone: (02) 6764 5100      Fax: (02) 6766 3805**

**NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO  
SECTION 34A (2) OF THE  
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Building and Storage Area (Relevant Interest – S34A Licence – RI 521148).	Reserve No.: 87679. Public Purpose: Girl guides. Notified: 20 February 1970. File No.: 13/13177.

**TAREE OFFICE**  
**98 Victoria Street (PO Box 440), Taree NSW 2430**  
**Phone: (02) 6591 3500 Fax: (02) 6552 2816**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

Description

*Parish – Ulmarra; County – Clarence;  
 Land District – Grafton; L.G.A. – Clarence Valley*

Road Closed: Lot 2, DP 1173932.  
 File No.: 07/6205.

Schedule

On closing, the land within Lot 2, DP 1173932 remains vested in the State of New South Wales as Crown land.

Description

*Parish – North Lismore; County – Rous;  
 Land District – Lismore; L.G.A. – Lismore*

Road Closed: Lot 1, DP 1191180.  
 File No.: GF06 H 67.

Schedule

On closing, the land within Lot 1, DP 1191180 remains vested in the State of New South Wales as Crown land.

**APPOINTMENT OF TRUST BOARD MEMBERS**

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedule hereunder, are appointed for the terms of office specified, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

ANDREW STONER, M.P.,  
 Minister for Regional Infrastructure and Services

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Lola Betty MILLER (re-appointment). Robert John GIBSON (new member). Linda Gay HAY (new member). Fay Lynette CONROY (new member). James Alexander McCARTHY (re-appointment).	Caffreys Flat Public Hall Reserve Trust.	Reserve No.: 79588. Public Purpose: Public hall. Notified: 10 May 1957. File No.: TE80 R 165-002.

Term of Office

For a term commencing the date of this notice and expiring  
 16 January 2019.



**WAGGA WAGGA OFFICE**  
**Corner Johnston and Tarcutta Streets (PO Box 60), Wagga Wagga NSW 2650**  
**Phone: (02) 6937 2700 Fax: (02) 6921 1851**

**NOTICE OF PURPOSE OTHER THAN THE  
DECLARED PURPOSE PURSUANT TO  
SECTION 34A (2) OF THE  
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedules, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedules.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Pump and Pipeline (Relevant Interest – Section 34A Licence – RI 509073).	Reserve No.: 57418. Public Purpose: Travelling stock and camping. Notified: 5 September 1924. File No.: 12/08312.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Access, Environmental Protection and Sustainable Grazing (Relevant Interest – S34A Licence 495338).	Reserve No.: 757218. Public Purpose: Future public requirements. Notified: 29 June 2007. File No.: 12/07351.

**WESTERN REGION OFFICE**  
**45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830**  
**Phone: (02) 6883 5400 Fax: (02) 6884 2067**

**GRANTING OF A WESTERN LANDS LEASE**

IT is hereby notified that under the provisions of section 28A of the Western Lands Act 1901, the Western Lands Leases of the lands specified in the following Schedule have been granted to the undermentioned persons.

The leases are subject to the provisions of the Western Lands Act 1901 and the Regulations thereunder. The land is to be used only for the purpose of **Residence**.

Initial rent will be \$100.00 per annum and re-assessed thereafter annually on 1 April of each year.

The Conditions and Reservations annexed to such leases are those Conditions published in the *New South Wales Government Gazette* of 20 March 2009, Folios 1416-1418.

All amounts due and payable to the Crown *must* be paid to the Department of Trade & Investment, Crown Lands by the due date.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

SCHEDULE

*Administrative District – Walgett North; Shire – Walgett; Parish – Wallangulla/Mebea; County – Finch*

WLL No.	Name of Lessee	File No.	Folio Identifier	Area (m <sup>2</sup> )	Term of Lease	
					From	To
15174	Rupert Henry CHESWORTH.	12/06887	15/1065215	2474	8 January 2014	7 January 2034
16150	Thorkild Hansen CHRISTENSEN.	08/6172	119/1120765	2407	8 January 2014	7 January 2034
16299	Brett Allan GIDDINS.	09/00904	35/1076808	2782	7 January 2014	6 January 2034
16419	Lloyd GOUGH.	10/00659	1/1065215	2493	8 January 2014	7 January 2034

**ALTERATION OF PURPOSE/CONDITIONS OF A WESTERN LANDS LEASE**

IT is hereby notified that in pursuance of the provisions of section 18J, Western Lands Act 1901, the purpose and conditions of the undermentioned Western Lands Lease have been altered as shown.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

*Administrative District – Walgett North; Shire – Walgett; Parish – Mein; County – Finch*

The purpose/conditions of Western Lands Lease 5963, being the land contained within Folio Identifier 3637/766019 have been altered from “Grazing” to “Grazing, Cultivation (Dryland)” effective from 23 December 2013.

As a consequence of the alteration of purpose and conditions rent will be assessed annually in line with the Western Lands Act 1901 and Regulations.

The conditions previously annexed to Western Lands Lease 5963 have been revoked and the following conditions have been annexed thereto.

**CONDITIONS AND RESERVATIONS ATTACHED TO WESTERN LANDS LEASE No. 5963**

(1) In the conditions annexed to the lease, the expression "the Minister" means the Minister administering the Western Lands Act 1901, and any power, authority,

duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers of the Department of Trade and Investment as the Minister may from time to time approve.

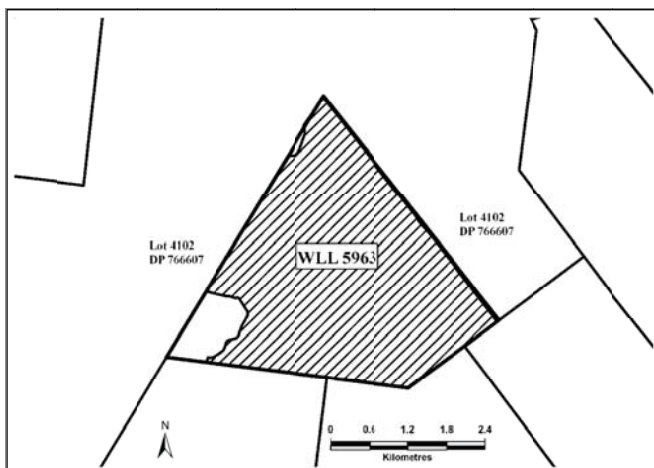
(2) In these conditions and reservations the expression "the Commissioner" means the Commissioner charged with the administration of the Western Lands Act 1901 ("the Act") in accordance with section 4 (2) of the Act.

(3) (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty's Heirs and Successors and the Minister.

(b) The lessee covenants with the Lessor to indemnify and keep indemnified the Lessor from and against all claims for injury loss or damage suffered by any person or body using or being in or upon the Premises or any adjoining land or premises of the Lessor arising out of the Holder's use of the Premises and against all liabilities for costs charges and expenses incurred by the Lessor in respect of the claim of any such person or body except to the extent that any such claims and demands arise wholly from any negligence or wilful act or omission on the part of the Lessor.

- (c) The indemnity contained in this clause applies notwithstanding that this Lease authorised or required the lessee to undertake or perform the activity giving rise to any claim for injury loss or damage.
- (d) The lessee expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or sooner determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination.
- (4) The rent of the lease shall be assessed in accordance with Part 6 of the Western Lands Act 1901.
- (5) The rent shall be due and payable annually in advance on 1 July in each year.
- (6) The lessee must pay all rates and taxes assessed on or in respect of the land leased during the currency of the lease.
- (7) The lessee must hold and use the land leased bona fide for the lessee's own exclusive benefit and shall not transfer, convey or assign the land or any portion thereof without having first obtained the written consent of the Minister.
- (8) The lessee must not enter into a sublease of the land leased unless the sublease specifies the purpose for which the land may be used under the sublease, and it is a purpose which is consistent with the purpose for which the land may be used under this lease.
- (9) (a) "GST" means any tax on goods and/or services, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia.  
 "GST law" includes any Act, order, ruling or regulation, which imposes or otherwise deals with the administration or imposition of a GST in Australia.
- (b) Notwithstanding any other provision of this Agreement:
- (i) If a GST applies to any supply made by either party under or in connection with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
- (ii) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (in this clause "taxes"), the consideration payable by the recipient of the supply made under this Agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.
- (10) If the lessee enters into a sublease of the land leased, the lessee must notify the Commissioner of the granting of the sublease within 28 days after it is granted.
- (11) The land leased must be used only for the purpose of **Grazing and Cultivation**.
- (12) The lessee must maintain and keep in reasonable repair all improvements on the land leased during the currency of the lease and must permit the Minister or the Commissioner or any person authorised by the Minister or the Commissioner at all times to enter upon and examine the whole or any part of the land leased and the buildings or other improvements thereon.
- (13) The lessee must not erect or permit any person to erect any buildings or extend any existing buildings on the land leased except in accordance with plans and specifications approved by the Council of the local government area.
- (14) The lessee must ensure that the land leased is kept in a neat and tidy condition to the satisfaction of the Commissioner and not permit refuse to accumulate on the land.
- (15) Upon termination or forfeiture of the lease the Commissioner may direct that the former lessee remove any structure or material from the land at his own cost and without compensation. Where such a direction has been given the former lessee must leave the land in a clean and tidy condition free from rubbish and debris.
- (16) The lessee must, within 1 year from the date of commencement of the lease or such further period as the Commissioner may allow, enclose the land leased, either separately or conjointly with other lands held in the same interest, with a suitable fence to the satisfaction of the Commissioner.
- (17) The lessee must not obstruct or interfere with any reserves, roads, or tracks, or the use thereof by any person.
- (18) The lessee must erect gates on roads within the land leased when and where directed by the Commissioner for public use and must maintain those gates together with approaches thereto in good order to the satisfaction of the Commissioner.
- (19) The right is reserved to the public of access from a river or creek to the bank of that river or creek adjoining the land leased and the lessee shall not obstruct access along the bank, river or creek to any member of the public.
- (20) Any part of a reserve for travelling stock, camping or water supply within the land leased must, during the whole currency of the lease, be open to the use of bona fide travellers, travelling stock, teamsters and carriers without interference or annoyance by the lessee and the lessee must post in a conspicuous place on the reserve a notice board indicating for public information the purpose of such reserve and, in fencing the land leased, the lessee must provide gates and other facilities for the entrance and exit of travelling stock, teamsters and others. The notice board, gates and facilities must be erected and maintained to the satisfaction of the Commissioner. The lessee must not overstock, wholly or in part, the areas leased within the reserve, the decision as to overstocking resting with the Commissioner.
- (21) The Crown shall not be responsible to the lessee or the lessee's successors in title for provision of access to the land leased.
- (22) The lessee shall comply with requirements of section 18DA of the Western Lands Act 1901 which provides that except in circumstances referred to in subsection (3) of that section, cultivation of the land leased or

- occupied may not be carried out unless the written consent of the Authority has first been obtained and any condition to which the consent is subject under sub section (6) is complied with.
- (23) The lessee must undertake any fuel management and/or provision of fire trail access in accordance with fire mitigation measures to the satisfaction of the NSW Rural Fire Service.
- (24) The lessee must, as the Commissioner may from time to time direct, foster and cultivate on the land leased such edible shrubs and plants as the Commissioner may consider can be advantageously and successfully cultivated.
- (25) Whenever so directed by the Commissioner, the lessee must, on such part or parts of the land leased as shall be specified in the direction, carry out agricultural practices, or refrain from agricultural practices, of such types and for such periods as the Commissioner may in the direction specify.
- (26) The lessee must not overstock, or permit or allow to be overstocked, the land leased and the decision of the Commissioner as to what constitutes overstocking shall be final and the lessee must comply with any directions of the Commissioner to prevent or discontinue overstocking.
- (27) The lessee must, if the Commissioner so directs, prevent the use by stock of any part of the land leased for such periods as the Commissioner considers necessary to permit of the natural reseeding and regeneration of vegetation and, for that purpose, the lessee must erect within the time appointed by the Commissioner such fencing as the Commissioner may consider necessary.
- (28) The lessee must furnish such returns and statements as the Commissioner may from time to time require on any matter connected with the land leased or any other land (whether within or outside the Western Division) in which the lessee has an interest.
- (29) The lessee must, within such time as may be specified by the Commissioner take such steps and measures as the Commissioner shall direct to destroy vermin and such animals and weeds as may, under any Act, from time to time be declared (by declaration covering the land leased) noxious in the Gazette and must keep the land free of such vermin and noxious animals and weeds during the currency of the lease to the satisfaction of the Commissioner.
- (30) The lessee must not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the Crown Lands Act 1989 or, in respect of land in a State forest, unless the lessee or the person is the holder of a forest materials licence under the Forestry Act 1916, and has obtained the special authority of the Minister to operate on the land, but the lessee may, with the approval of the Commissioner, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon the land as may be required by the lessee.
- (31) All areas designated for exclusion are to remain permanently uncultivated.
- (32) Sandhills and other soils with a surface texture of loamy sand or coarser shall be left uncultivated unless specifically approved by the Commissioner.
- (33) Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly overlaying a clay subsoil and are prone to scolding (producing claypans and hummocks). Land within 60 metres of any texture contrast or duplex soil area shall not be cultivated except in accordance with a plan approved by the Commissioner.
- (34) Areas with a slope greater than 2% shall not be cultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee's expense.
- (35) Access tracks to the area to be cultivated must be arranged in such a manner as to minimise the disturbance of any land surfaces within the areas required to be left uncultivated.
- (36) Incised drainage lines, other than man made structures, which carry water after storms shall be left uncultivated in the channels and for a distance of at least 20 metres on either side of the banks of the channels except when the Commissioner specifies otherwise.
- (37) Stubble shall be retained on the soil surface and shall not be burnt, except with the approval of the Commissioner or his delegate.
- (38) Cropping frequency will not be limited when land management actions such as stubble retention and pasture ley maintain soil fertility and prevent the risk or occurrence of soil erosion.
- If the Commissioner considers that the land resource is at risk then limits to cropping frequency may be imposed.
- (39) Long fallow shall only be carried out by using approved conservation farming techniques. In the event that the Commissioner is of the view that the soil is being depleted by the rotation adopted, a restricted rotation may be required.
- (40) Livestock may be excluded from cultivated fallows by direction of the Commissioner or the Rangeland Management Officer.
- (41) The lessee shall maintain records of cultivation dates and methods; of crop or pasture sowings; of the success or failure and yield (where relevant) of each sowing attempt and of fertiliser or agricultural chemicals used. These records are to be made available to the Commissioner to rehabilitate any degraded cultivated areas.
- (42) The lessee shall establish windbreaks at his/her own expense, as may be ordered by the Western Lands Commissioner to provide adequate protection of the soil.
- (43) Cultivation and cropping are not to alter the natural flood regime. Crops are not to be protected by levees.
- (44) The lessee is authorised to Dryland Cultivate 1109 ha as shown hatched on the diagram below.



**APPOINTMENT OF CORPORATION TO  
MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Central Darling Shire Council.	Menindee Gun Club Reserve Trust.	Reserve No.: 1037989. Public Purpose: Community and sporting club facilities. Notified: 13 December 2013. File No.: 13/15975.

For a term commencing this day.

**APPOINTMENT OF COMMON TRUST AS  
TRUSTEE OF A RESERVE**

PURSUANT to Division 1, section 4 of the Commons Management Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the common trust specified in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Broken Hill City Council.	Willyama Common Trust.	Public Purpose: Commonage and temporary common. Reserve: 65351. Notified: 12 July 1935. Reserve: 48340. Notified: 27 November 1912. File No.: 11/11438.

**ESTABLISHMENT OF RESERVE TRUST**

PURSUANT to section 92 (1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

ANDREW STONER, M.P.,  
Minister for Regional Infrastructure and Services

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Menindee Gun Club Reserve Trust.	Reserve No.: 1037989. Public Purpose: Community and sporting club facilities. Notified: 13 December 2013. File No.: 13/15975.



## Other Notices

### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration Pursuant to Section 80

TAKE notice that STATE TRANSIT EMPLOYEES WELFARE FUND INCORPORATED (Y1888533) became registered under the Corporations Act 2001 as Transport Employees Welfare Fund Limited – ACN 166 692 780, a public company limited by guarantee on 11 November 2013 and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Dated: 13 January 2014.

ANTHONY DONOVAN,  
Delegate of the Commissioner,  
NSW Fair Trading

### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 76

TAKE notice that the incorporation of the following associations are cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

Federation of Indian Students of Australia Incorporated – Inc9891382  
 Bangla Language and Cultural Centre Incorporated – Inc9888644  
 Invisible Children Incorporated – Inc9890902  
 Wonnarua Tribal Council Incorporated – Y2144541  
 Central Coast Greenkeepers Advisory Council Incorporated – Y2316243  
 Australian Youth Charitable Association Incorporated – Inc1300189  
 Beverly Hills Chinese Baptist Church Incorporated – Inc9876924  
 Local Information Network Community Television (LINC TV) Incorporated – Y1341448  
 RACA/ISC Probus Club Incorporated – Y1759939  
 Sydney Business Houses Rugby League Inc – Y1476416

Cancellation is effective as at the date of gazettal.

Dated this 13th day of January 2014.

ROBYNE LUNNEY,  
Delegate of the Commissioner,  
NSW Fair Trading

### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 76

TAKE notice that the incorporation of the following associations are cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

Da Vinci Association Incorporated – Inc9883615  
 Italiani Moderati Nel Mondo Incorporated – Inc9883522  
 North Lismore Progress Association Incorporated – Inc9877739  
 Westway Youth Support Inc – Y1346041  
 Ba Vetrans Men In Black Club Inc – Inc9891772

Boomey Water Users Association Incorporated – Inc9879643  
 Nanak Community Incorporated – Inc9882201  
 Penrith Snow Wolves Incorporated – Inc9879217  
 Industry Cooperation Association of Australia and China Incorporated – Inc9884379  
 Bungwahl Action Group Incorporated – Inc9884548  
 South Gipps Landcare Incorporated – Inc9874804  
 Niu Shengxian Daogong Wushu Institute Incorporated – Inc9887127  
 Newcastle Minimoto Club Incorporated – Inc9888004  
 Elite Disability Services Incorporated – Inc9890047  
 Home Based Business Association of NSW Incorporated – Inc9884624  
 Gap Year Association of Australia Incorporated – Inc9886471  
 Galston Sharks Incorporated – Inc9877817  
 Mfuwe Kids Incorporated – Inc9886970  
 Oakville Riding Club Incorporated – Inc9883538  
 Tech Commune, Incorporated – Inc9887857  
 Orara Valley Pool Committee Incorporated – Inc9884386  
 Forster/Tuncurry Earth Editors Incorporated – Inc9887133  
 Ayna Incorporated – Inc9887318  
 Teatr Dramatyczny W Sydney Incorporated – Inc9879508  
 Nelson Bay Town Management Incorporated – Y2673507  
 Holroyd Christian Life Centre Incorporated – Inc9878899  
 Lochadair Community Centre Incorporated – Inc9884960  
 Mu-Ra-Bun Incorporated – Inc9883922  
 Marks Point Before and After School Care Centre Incorporated – Y2600544  
 P & F Association of Iqra Grammar College Incorporated – Inc9889000  
 Faith Life Fellowship Incorporated – Inc9876937  
 Hillston Amateur Soccer Association Incorporated – Inc9881629  
 Ashford Amateur Fishing Club Inc – Y1664318  
 North West Swimming Club Incorporated – Inc9886312  
 Protity Incorporated – Inc9881689  
 Hung Dao Language School Incorporated – Y2438224  
 Nubrygyn Landcare Group Incorporated – Y2237825  
 Monaro Junior Cricket Association Incorporated – Inc9882624  
 Newcastle Show Society Incorporated – Inc9878412  
 Team Bushranger NSW Incorporated – Inc9880740  
 Australia Building Link Association Incorporated – Inc9887162  
 Pretty Pine Ground Committee Incorporated – Y1857842  
 Innes Peninsula Group Incorporated – Inc9890057  
 Silent Zen Retreats Incorporated – Inc9895336  
 Mudgee on a Mission (M.O.A.M) Incorporated – Inc9887426  
 Harmoni's Gift Foundation Incorporated – Inc9893440



Multifaith Association of Newcastle and the Hunter Region Incorporated – Inc9879765  
 Kobita Bikel Incorporated – Inc9893426  
 Walbundrie Cricket Club Incorporated – Y1706919  
 Nobel College Alumni Association Incorporated – Inc9893358  
 Chinese Ski Association Incorporated – Inc9879925  
 Medlow Land Care Group Incorporated – Y1889726  
 Alapon – A Creative Dialogue Incorporated – Inc9883508  
 Kula N' Gadu Incorporated – Inc9890893  
 Mosman Village Business Association Incorporated – Inc9884354  
 Matong Social Club Incorporated – Inc9879760  
 Family Inclusion Network NSW Incorporated – Inc9889934  
 Hillston Development Group Incorporated – Inc9891527  
 Sydney Chinatown Markets Incorporated – Inc9891180  
 Lakemba Muslim Association Incorporated – Inc9888256  
 Taiji Bailong Ball Association Australia Incorporated – Inc9891380  
 O'meley Childrens Fund Incorporated – Inc9884365  
 Australian General Aviation Administration Incorporated – Inc9884188  
 Australians for Human Rights in Northeast, Sri Lanka Incorporated – Inc9885791  
 Western Sydney Indigenous Sports Academy Incorporated – Inc9895501  
 African Refugees & Aid Coordination Centre Incorporated – Inc9886788  
 Portland and District Aged Persons Welfare Association Inc – Y1619813  
 Sanctuary Point Children's Centre Inc – Y0023618  
 Gopio Glenwood Incorporated – Inc9894023  
 Our Health Incorporated – Inc9894762  
 Korean Association of Digital & Information Technology in Australia Incorporated – Inc9894314  
 Bourke Motor Club Incorporated – Y2817607  
 Democratic Cultural League Incorporated – Inc9893704  
 Italo Australian Business Community Association of NSW Incorporated – Inc9891771  
 Northern Rivers Sporting Car Club Incorporated – Inc9876532  
 Future-Childrens Program Incorporated – Inc9891486  
 Inverell Sporting Horse Association Incorporated – Inc9891962  
 Brewarrina Senior Citizens Recreation Club Incorporated – Y2233445  
 The Property Buyers Agents Association of Australia Incorporated – Inc9879478  
 Islamic Welfare Centre Incorporated – Inc9874118  
 Alliance for Justice Incorporated – Inc9887508  
 Lions Club of Bellata Incorporated – Y0713342  
 Australian Fenerbahce Association Incorporated – Inc9881704  
 Rachine Australia Association Incorporated – Inc9882567  
 Offshore Netball Incorporated – Inc9879215  
 Central Coast Hydroponics Club Incorporated – Inc9876637  
 Coomoo Coomoo Landcare Group Incorporated – Y2940023

Lake City Church Incorporated – Inc9885229  
 Traditional Plant Producers Association Incorporated – Inc3507942  
 Constructive Women Incorporated – Y1779931  
 Australia Jiangsu Association Incorporated – Inc9880629  
 Pegasus Cultural Society Incorporated – Inc9883500  
 Ahimsa Sailing Klub Incorporated – Inc9887226  
 Northern Beaches Australian Football Club Incorporated – Y0327346

Cancellation is effective as at the date of gazettal.

Dated this 13th day of January 2014.

ROBYNE LUNNEY,  
 Delegate of the Commissioner,  
 NSW Fair Trading

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#### ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association Pursuant to Section 84

TAKE notice that the incorporation of ELERMORE VALE OUT OF HOURS SCHOOL CARE INC (Y1472918) cancelled on 21 August 2009 is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated this 15th day January of 2014.

ROBYNE LUNNEY,  
 Delegate of the Commissioner,  
 NSW Fair Trading

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#### ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association Pursuant to Section 84

TAKE notice that the incorporation of LITHGOW VALLEY ARCHERS INCORPORATED (Y2650328) cancelled on 29 April 2011 is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated this 15th day January of 2014.

ROBYNE LUNNEY,  
 Delegate of the Commissioner,  
 NSW Fair Trading

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#### CO-OPERATIVES ACT 1992

Notice under Section 601AA of the Corporations Act 2001 as Applied by Section 325 of the Co-operatives Act 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice:

Sawtooth Architectural Workshop Co-operative Limited – NSWC28453

Dated this 9th day of January 2014.

R. LUNNEY,  
 Delegate of the Registrar of Co-operatives

**LOCAL GOVERNMENT ACT 1993**

## Delay of By-Election, Hurstville City Council

I, the Hon. Don Page, M.P., Minister for Local Government, in pursuance of section 293 of the Local Government Act 1993, have formed the opinion that it would be impractical or inconvenient to hold a by-election for Hurstville City Council by 2 March 2014, as a consequence of a casual vacancy in the civic office that was held by Councillor Andrew Istephan, and order that Saturday, 15 March 2014 be appointed as the day for the conduct of this by-election.

Dated this 7th day of January 2014.

DON PAGE, M.P.,  
Minister for Local Government

**NATIONAL PARKS AND WILDLIFE ACT 1974**

## Three Sisters Aboriginal Place

IN pursuance of the powers vested in me under section 84 of the National Parks and Wildlife Act 1974, I, the Minister for the Environment, do, by this my order, declare such of the lands described hereunder as an Aboriginal Place. The place shall be known as Three Sisters Aboriginal Place.

It is my opinion that this place is or was of special significance to Aboriginal culture.

The values for which the Aboriginal Place is significant to Aboriginal culture includes, but is not limited to, it being a spectacular rock formation surrounded by dreamtime stories and myths and ceremonies.

The area is highly valued by the Aboriginal peoples of the Blue Mountains region for its landscape both past and present.

Note: Under section 86 of the National Parks and Wildlife Act 1974, it is an offence to harm or desecrate (harm includes destroy, deface or damage) an Aboriginal Place.

Should any activities that may cause harm to this Aboriginal Place be contemplated, consent should be sought from the Director General of the Department of Premier and Cabinet.

Activities which might harm or desecrate this Aboriginal Place include, but are not limited to, the following: the erection of a building in the area; the carrying out of a work in, on or under the area; the subdivision of the area; and the clearing of native vegetation in the area.

Activities or works for the conservation or protection of this Aboriginal Place that are carried out by an officer of the Office of Environment and Heritage, or under the direction of such an officer, in accord with section 87A (a) of the Act, may be exempt.

Traditional cultural activities that are carried out by Aboriginal people or their dependents, in accord with section 87B of the Act, may be exempt.

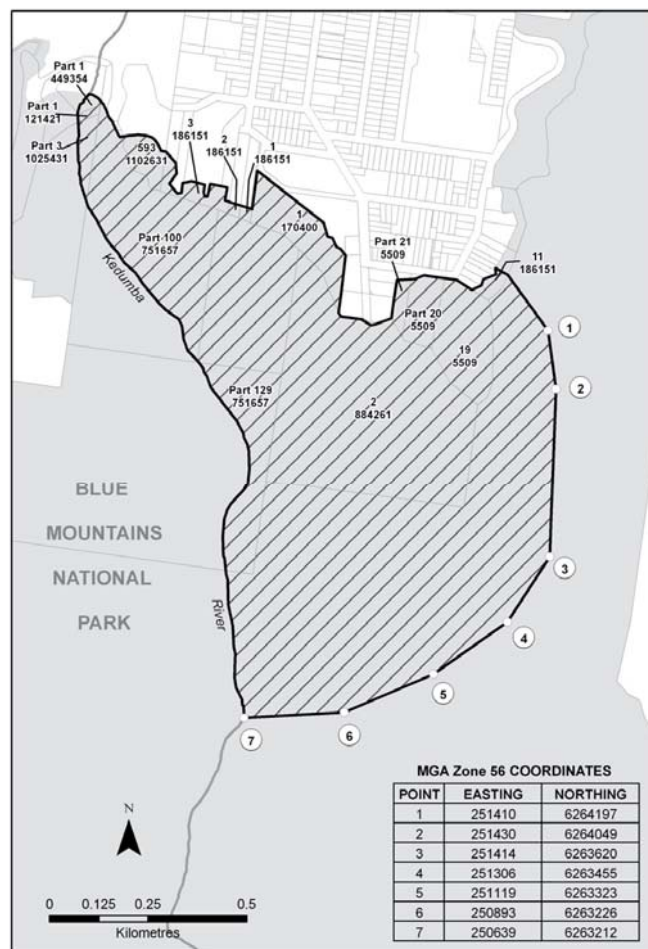
ROBYN PARKER, M.P.,  
Minister for the Environment

## Description

*Land District – Penrith; LGA – Blue Mountains City*

County Cook, Parish Megalong, about 100 hectares, being Part Lot 3, DP 1025431; Part Lot 1, DP 121421; Part Lot 1,

DP 449354; Part Lot 100, DP 751657; Lot 593, DP 1102631; Lots 1-3, DP 186151; Part Lot 1, DP 170400; Part Lot 129, DP 751657; Lot 2, DP 884261; Part Lot 21, DP 5509; Part Lot 20, DP 5509; Lot 19, DP 5509; Lot 11, DP 186151 and shown hatched in the diagram hereunder.  
Papers OEH FIL12/43270

**NATIONAL PARKS AND WILDLIFE ACT 1974**

## Proclamation

I, Professor MARIE BASHIR, A.C., C.V.O., Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 68 of the National Parks and Wildlife Act 1974, with the consent of every owner and occupier do, on the recommendation of the Chief Executive of the Office of Environment and Heritage (OEH), by this my Proclamation declare the lands described hereunder to be a Wildlife Refuge for the purposes of the abovementioned Act.

To be known as “Guulang Mijm Paradijs Wildlife Refuge”.

Signed and sealed at Sydney this 11th day of December 2013.

MARIE BASHIR, A.C., C.V.O.,  
Governor

By Her Excellency’s Command

The Hon. ROBYN PARKER, M.P.,  
Minister for the Environment

GOD SAVE THE QUEEN!

## Description

*Land District – Goulburn; Council – Lachlan*

County of Argyle, Parish of Cookbundoon, 271.5 hectares, being Lots 29, 72, 73, 74, 75, 78, 79, 80, 101, 108, 109, 112, DP 750009 and Lot 1, DP 1155569. OEH FIL13/11015

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**PARENTS AND CITIZENS INCORPORATION  
ACT 1976**

Section 13 (4)

Notice of Incorporation of Parents and  
Citizens Associations

THE following associations are hereby incorporated under the Parents and Citizens Associations Incorporation Act 1976:

1. Balmain Public School
2. Blackwell Public School
3. Kemps Creek Public School
4. Rozelle Public School
5. Erina High School

ADRIAN PICCOLI, M.P.,  
Minister for Education

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**PIPELINES ACT 1967**

Notification of Vesting of Lands and Easements

Newcastle Gas Storage Facility

Pipeline Licence No. 42

I Anthony Roberts; Minister for Resources and Energy, pursuant to the provisions of sections 21 and 61 of the Pipelines Act 1967, declared that the land and easements over the lands described as Deposited Plans DP 1175781 and DP 1183658 lodged and registered with NSW Land and Property Information, are vested in AGL Energy Limited (ABN 74 115 061 375) for the purposes of and incidental to the construction and operation of a pipeline subject to the restrictions as set out in schedule 2.

Dated this 20th day of December 2013.

**SCHEDULE 2**

Restrictions as to User

Without affecting the generality of any requirement imposed by the Pipelines Act 1967 or regulations thereunder, the owner or occupier of land over which there is an easement for pipeline must not within the easement, except with the prior consent in writing of the person in whom the easement is vested:

- (a) Excavate (including blasting), drill or dig.
- (b) Erect, place or permit to be erected or placed any building, structure (including fence posts), plant, apparatus or equipment, earthworks, utility services or other improvements whether permanent or temporary on, over or under the land.
- (c) Alter or disturb existing levels, contours or gradients.
- (d) Plant or cultivate any tree within 3 metres of the pipeline or any apparatus or works.

- (e) Place on or use any part of the servient tenement for the transport, carriage or support of any heavy object, vehicle or implement, which could in any way cause or be likely to cause damage to the pipeline.
  - (f) Undertake any other activity that represents a danger to the pipeline or is a danger to the operation of the pipeline or its apparatus or works including signs, vent pipes and cathodic protection systems including anode beds and electrolysis test points.
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**POISONS AND THERAPEUTIC GOODS ACT 1966**

Order Under Clause 175 (1),

Poisons and Therapeutic Goods Regulation 2008

Withdrawal of Drug Authority

IN accordance with the provisions of Clause 175 (1) of the Poisons and Therapeutic Goods Regulation 2008 an Order has been made on Mr Steven NGO (PHA0001361029) of 383 High Street, Penrith NSW 2751, prohibiting him until further notice, as a pharmacist, from supplying or having possession of, or manufacturing any preparation, admixture or extract of a drug of addiction as authorised by Clauses 101 (1) and 102 of the Regulation.

This Order is to take effect on and from 14 January 2014.

Dated at Sydney, 10 January 2014.

Dr MARY FOLEY,  
Director-General,  
Ministry of Health, New South Wales

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**POISONS AND THERAPEUTIC GOODS ACT 1966**

Order Under Clause 175 (1),

Poisons and Therapeutic Goods Regulation 2008

Withdrawal of Drug Authority

IN accordance with the provisions of Clause 175 (1) of the Poisons and Therapeutic Goods Regulation 2008 an Order has been made on Sheree Nicole TURNER (NMW0001172806) of 36 Alexander Street, Wagga Wagga NSW 2650, prohibiting her, until further notice, as a nurse from having possession of and supplying drugs of addiction as authorised by Clauses 101 and 103 of the Regulation.

This Order is to take effect on and from 17 January 2014.

Dated at Sydney, 13 January 2014.

Dr MARY FOLEY,  
Director General,  
Ministry of Health, New South Wales

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**POISONS AND THERAPEUTIC GOODS ACT 1966**

Order Under Clause 175 (1),

Poisons and Therapeutic Goods Regulation 2008

Withdrawal of Drug Authority

IN accordance with the provisions of Clause 175 (1) of the Poisons and Therapeutic Goods Regulation 2008 an Order has been made on Sheree Nicole TURNER (NMW0001783299) of 36 Alexander Street, Wagga Wagga NSW 2650, prohibiting her, until further notice, as a midwife from having possession

of and supplying drugs of addiction as authorised by Clauses 101 and 103 of the Regulation.

This Order is to take effect on and from 17 January 2014.

Dated at Sydney, 13 January 2014.

DR MARY FOLEY,  
Director General,  
Ministry of Health, New South Wales

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**SPORTING INJURIES INSURANCE ACT 1978**

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the

Helensburgh Touch Football Inc

to be a sporting organisation, for the purposes of the provisions of the Act, in respect of the activity Touch Football

Date: 23 September 2013.

GENIERE APLIN,  
General Manager

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**SPORTING INJURIES INSURANCE ACT 1978**

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the

Southern Highlands Water Polo Inc

to be a sporting organisation, for the purposes of the provisions of the Act, in respect of the activity Water Polo

Date: 25 November 2013.

GARY JEFFERY,  
A/General Manager

**SPORTING INJURIES INSURANCE ACT 1978**

Order of Declaration under Section 5

IN pursuance of section 5 of the Sporting Injuries Insurance Act 1978, I declare by this order the

Hay Touch Association Inc

to be a sporting organisation, for the purposes of the provisions of the Act, in respect of the activity Touch Football

Date: 20 December 2013.

GARY JEFFERY,  
A/General Manager

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**TOTALIZATOR ACT 1997**

TAB Limited Fixed Price Racing Betting Rules

IN accordance with the provisions of section 54 of the Totalizator Act 1997 the Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts has approved of an amendment to Clause 3.1.4 of the TAB Limited Fixed Price Racing Betting Rules by deleting the words:

“At all times TAB will be obliged to accept a bet at the price made available by TAB provided that TAB is not compelled to lose (payout less stake) on any one (1) bet more than \$1500.”

This amendment takes effect on and from the date of gazettal.



**PUBLIC LOTTERIES ACT 1996**

## Lotto – Approval of Rules

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, pursuant to section 23 (1) of the Public Lotteries Act 1996 DO HEREBY APPROVE the Rules for the conduct of Games of Lotto and Games of Promotional Lotto by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from the date of Gazettal.

Dated this 14th day of October 2013.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

**Lotto Rules**

IT is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Lotto and Promotional Lotto. In accordance with section 23 (3) (b) of the Act, these Rules take effect on and from date of gazettal. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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RULE 18	AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO

## SCHEDULES

SCHEDULE 1 – SELLING FEES PAYABLE FOR MONDAY LOTTO AND WEDNESDAY LOTTO

SCHEDULE 2 – SELLING FEES PAYABLE FOR SATURDAY LOTTO

## RULE 1 DEFINITIONS

(a) In these Rules unless inconsistent with the context:

- (i) “Act” means the Public Lotteries Act 1996 any amendment, modification, variation, or abrogation thereof for the time being in force;
- (ii) “Advance Entry” means an Entry or Syndicate Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee.
- (iii) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Lotto;
- (iv) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player or Syndicate Player from whom a Reseller accepts a Subscription;
- (v) “Approved” means approved in writing by the Minister;
- (vi) “Automatic Entry” means an Entry or Syndicate Entry in respect of a Game of Lotto made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
  - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
  - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
- (vii) “Chief Executive Officer” means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (g);
- (viii) “Close of Acceptance” means the day and time of day determined by the Licensee after which Entries and/or Syndicate Entries will not be accepted;

- (ix) “Commission” means an amount:
- (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person’s capacity as a Retailer); and
  - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (x) “Computer Linked Terminal” means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Lotto or Games of Promotional Lotto;
- (xi) “Computer Records” means the sum of information which is provided to the Licensee by way of the Licensee’s central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
- (1) a Player’s Entry in a Game of Lotto;
  - (2) a Syndicate Entry in a Game of Lotto;
  - (3) a Syndicate Player’s Syndicate Share in a Game of Lotto; and
  - (4) where appropriate a Player’s entry in a Game of Promotional Lotto
- (xiii) “Conduct” in relation to a Game of Lotto and a Game of Promotional Lotto has the same meaning as assigned to it by Section 4 (1) of the Act;
- (xiv) “Director” means a Director of the Board of Directors of the Licensee;
- (xv) “Division 1 Prize Guarantee” means the Division 1 Prize amounts for Monday Lotto, Wednesday Lotto and Saturday Lotto that may be determined by the Licensee from time to time;
- (xvi) “Drawing” means:
- (1) in relation to a Game of Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xvii) “Drawing Date” in relation to a Game of Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game of Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto;
- (xviii) “Drawing Device” means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xix) “Employee” means an employee of the Licensee. In other contexts where appropriate “Employee” includes an employee of a Retailer;
- (xx) “Entry” means the Numbers in a Game of Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6 (d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;
- (xxi) “Entry Coupon” means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Lotto and/or a Game of Promotional Lotto via a Computer Linked Terminal;
- (xxii) “Game of Lotto” means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Lotto;
- (xxiii) “Game of Promotional Lotto” means a public lottery Conducted for the purpose of promoting a Game of Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Lotto; and
  - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxiv) “Game Panel” means:
- (1) a separate matrix on an Entry Coupon containing the Numbers from 1 to 45 in arithmetical sequence;  
or
  - (2) a single game on a Ticket and the Entry to which it relates.
- (xxv) “Imprinted” means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) “Jackpot Drawing” means the next Drawing of Saturday Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of Saturday Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12 (i) Division 1 (i) and (ii);
- (xxvii) “Licensee” means New South Wales Lotteries Corporation Pty Ltd;
- (xxviii) “Malfunction” means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;



- (xxix) “Minister” means the Minister for the time being administering the Act;
- (xxx) “Monday Lotto” means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxxii) “Multiple Draws Entry” means an Entry that is valid for more than one Drawing;
- (xxxiii) “Multiple Draws Exchange Ticket” means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
  - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxiv) “Multiple Draws Ticket” means a Ticket issued in respect of more than one Drawing;
- (xxxv) “Numbers” has the same meaning as Section 5 of the Act;
- (xxxvi) “Operator Licence” means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxvii) “Outlet” means a place at which a Retailer is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional Lotto;
- (xxxviii) “Overseas Authority” means a person who is authorised to Conduct Games of Lotto and Games of Promotional Lotto in Participating Areas overseas;
- (xxxix) “Participating Area” means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto under a corresponding law;
- (xl) “Player” means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xli) “Prize” means any Prize determined in accordance with Rule 12;
- (xlii) “Prize Allocation” means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto as specified in Rule 12 (a);
- (xliii) “Prize Fund” means an account established under Section 27 of the Act and known as the Lotto Prize Fund Account;
- (xliv) “Prize Pool” has the meaning in Rule 12 (b);
- (xlv) “Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 12 (c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlvi) “Product Licence” means the product licence granted to the Licensee to Conduct Games of Lotto and Games of Promotional Lotto pursuant to Section 12 of the Act;
- (xlvii) “Provisional Period” means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xlviii) “Provisional Prize” is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlix) “Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (l) “Registered Player” means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (li) “Registered Syndicate Player” means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (lii) “Regulation” means a regulation made under the Act;
- (liii) “Reseller” means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Lotto and instructions with respect

to a Game of Promotional Lotto from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;

- (liii) “Retailer” means a person or agent appointed by the Licensee for purposes associated with Games of Lotto and Games of Promotional Lotto Conducted by the Licensee and includes a Reseller;
  - (liv) “Rules” means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (lv) “Saturday Lotto” means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Saturday of each week;
  - (lvi) “Second Drawing” means an additional Drawing conducted as part of a Game of Lotto in accordance with the Rules;
  - (lvii) “Selling Fee” means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
  - (lviii) “Standard Entry” means the Entry referred to in Rule 8;
  - (lix) “Subscription” means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fees; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (lx) “Supplementary Numbers” in relation to a Game of Lotto means the seventh and eighth Numbers drawn for each Game of Lotto;
  - (lxi) “Syndicate Entry” is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Lotto or other products is divided into a number of equal shares;
  - (lxii) “Syndicate Organiser” is a person referred to in Rule 10;
  - (lxiii) “Syndicate Player” means a person who:
    - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
    - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
 includes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
  - (lxiv) “Syndicate Share” means a share of a Syndicate Entry;
  - (lxv) “Syndicate Share Fee” means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
  - (lxvi) “System Entry” means the Entry referred to in Rule 9;
  - (lxvii) “Ticket” means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Lotto, and which:
    - (1) contains Entry or Syndicate Share details; and
    - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
    - (3) may include other particulars as determined by the Licensee;
  - (lxviii) “Ticket Number” means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a particular Game of Lotto;
  - (lxix) “Wednesday Lotto” means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
  - (lxx) “Winning Numbers” in relation to a Game of Lotto (including a Second Drawing) means the first six numbers drawn for each Drawing of a Game of Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

## RULE 2 CONDUCT AND DRAWING OF GAMES OF LOTTO AND GAMES OF PROMOTIONAL LOTTO

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Lotto and Game of Promotional Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Lotto shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game of Lotto.
- (d) Games of Lotto will be drawn on Monday, Wednesday and Saturday of each week unless the Chief Executive Officer determines otherwise.

- (e) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s).  
Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players and Syndicate Players.
- (f) Where a Malfunction in a Drawing Device occurs:
- (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or Supplementary Number/s;
  - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction:
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto in conjunction with another Game of Lotto or separately from a Game of Lotto or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Lotto shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Lotto.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Lotto some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Lotto.
- (m) A ticket in a Game of Promotional Lotto may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

### RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Coupon and Ticket and these Rules shall apply to each Game of Lotto and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Coupon, Ticket or promotional materials, these Rules shall prevail to the extent of any inconsistency.
- (c) These Rules shall apply to each Game of Promotional Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Lotto or a Game of Promotional Lotto, Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) The Rules that are in force at the time of purchase of a Ticket in a Game of Lotto or a Game of Promotional Lotto are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3 (g).
- (i) These Rules will be displayed and made available for inspection at each Outlet.

### RULE 4 OBJECT

The Object of the Game of Lotto is to select six (6) Winning Numbers in a Game Panel.

**RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO**

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Lotto, before the Close of Acceptance of Entries into that Game of Lotto;
- (i) the Entry or Syndicate Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry or Syndicate Share details recorded on such Ticket issued under Rule 5 (a) (ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

**RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

- (a) An Entry Coupon may be used by a Player to enter a Game of Lotto by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) or Syndicate Share made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6 (e) below, acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (d) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 15 the following apply –
- (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
  - (ii) A Retailer who has sold an Entry or Syndicate Share into a Game of Lotto may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
  - (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.
- (f) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee, or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee of the error in the cancellation of a Ticket.
- (h) Where an Entry or Syndicate Share in a Game of Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Selling Fee or Syndicate Share Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Lotto; and
  - (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Lotto; then

the Retailer shall be liable for and shall meet the cost of the Selling Fee or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Share and in such case, for the purposes of these Rules, such Retailer shall:

- (iii) be considered a Player or Syndicate Player as the case may be; and
  - (iv) be the holder of the Entry or Syndicate Share, as the case may be; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee or Syndicate Share Fee as a debt due and owing to the Licensee.
- (i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
  - (j) A Reseller has no authority to verify the accuracy or completion by a Player or a Syndicate Player of any part of an Entry Coupon or any other approved Entry or Syndicate Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Lotto by a Player or Syndicate Player with a Reseller does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player using a Reseller to submit an Entry Coupon or any other approved Entry or Syndicate Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon, or any other approved Entry or Syndicate Share, the issue of any Ticket and the payment of any Prize.
  - (k) Neither the Licensee nor a Retailer shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
  - (l) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

#### RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission as specified in these Rules in Schedule 1 in respect of Monday Lotto or Wednesday Lotto and Schedule 2 in respect of Saturday Lotto. By entering a Game of Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

#### RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, six (6) Numbers shall have been marked in the Game Panel completed on the Entry Coupon.
- (d) The minimum number of Standard Entries that can be played is:
  - (i) four (4) Game Panels where entry is made via an Entry Coupon; or
  - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
  - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8 (d) (ii).
- (e) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each Standard Entry for:
  - (i) Monday Lotto or Wednesday Lotto is set out in Schedule 1; and
  - (ii) Saturday Lotto is set out in Schedule 2.

#### RULE 9 SYSTEM ENTRY

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry;
- (c) Where an Entry Coupon is used in respect of a System Entry:
  - (i) For a System 7 to 20 Entry, 7 to 20 numbers shall be selected in a Game Panel; and
  - (ii) For a System 4 or 5 Entry, 4 or 5 numbers shall be selected in a Game Panel.
- (d) Where an Entry Coupon is used to effect a System Entry the appropriate System area on the Entry Coupon shall be marked.



- (e) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each System Entry for:
  - (i) Monday Lotto or Wednesday Lotto is set out in Schedule 1; and
  - (ii) Saturday Lotto is set out in Schedule 2.

#### RULE 10 SYNDICATE ENTRY

- (a) A Syndicate Entry may be formed by:
  - (i) the Licensee;
  - (ii) a Retailer;
  - (iii) a group of two (2) or more Retailers
 and each will be known as "Syndicate Organisers".
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
  - (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry;
  - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
    - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
    - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
    - (3) in accordance with Rule 10 (b) (iii) (2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;
  - (iii) for a Syndicate Entry formed by the Licensee:
    - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
    - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player
  - (iv) if a Syndicate Share is issued under Rule 10 (b) (i), 10 (b) (ii) (1), 10 (b) (ii) (2), or 10 (b) (ii) (3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.
- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
  - (i) is not eligible to be entered into a Game of Lotto; and
  - (ii) shall not be included in a Drawing; and
 no person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

#### RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Lotto or a Game of Promotional Lotto.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share;
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f) (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief

Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13 (b) (i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11 (f) (i) should be addressed:  
The Chief Executive Officer  
New South Wales Lotteries;  
Email to: Customersupport@nswlotteries.com.au; or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151  
or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the first Monday Lotto or Wednesday Lotto or Saturday Lotto Drawing relating to that Entry or Syndicate Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6 (e) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Lotto:
  - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto;
  - (ii) Without limiting Rule 11 (k) (i), the form of entry in a Game of Promotional Lotto may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document;
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Game of Promotional Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto:
    - (1) constitutes the Player's or Syndicate Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee or its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

## RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto shall be funded from the Prize Allocation and shall be:
  - (i) not less than thirty three percent (33%) of Subscriptions for Monday Lotto and Wednesday Lotto; and
  - (ii) not less than fifty five percent (55%) of Subscriptions for Saturday Lotto.
- (c) The Prize Reserve Fund in respect of a Game of Lotto shall be funded from the Prize Allocation and shall retain not more than:
  - (i) twenty seven percent (27%) of Subscriptions for Monday Lotto and Wednesday Lotto; and
  - (ii) five percent (5%) of Subscriptions for Saturday Lotto.
- (d) The Prize Reserve Fund in respect of a Game of Lotto shall be used to:
  - (i) fund any difference between a Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12 (h) and Rule 12 (i);
  - (ii) fund any prize payable pursuant to Rule 12 (j), Rule 12 (l) and Rule 12 (m).
- (e) Prizes for each Game of Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12 (h) Rule 12 (i).
- (f) Except as provided for in Rule 12 (h) Division 1 for Monday Lotto and Wednesday Lotto, any Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (g) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.



(h) Subject to Rule 12 (g), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.

(i) Monday Lotto and Wednesday Lotto

In respect of Monday Lotto and Wednesday Lotto, unless otherwise Approved, the Prize Pool and the Prize Reserve Fund will be distributed in the following indicative amounts or percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than Division 1 shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund. Where there is no winner in divisions 2, 3, 4, 5 or 6, the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

Division 1 –

- (i) A Prize of an amount equal to 0.0% of the Prize Pool plus the amount set out below shall be payable in respect of any Entry or Syndicate Entry which contains all six (6) Winning Numbers. Such amount shall be paid from monies held in the Prize Reserve Fund as follows:
  - (1) If there are no more than two (2) Division 1 winners, \$1,000,000.00 to each Division 1 winner; or
  - (2) If there are more than two (2) Division 1 winners, \$2,000,000.00 to be divided equally among those Division 1 winners; or
  - (3) Any other amount determined by the Licensee from time to time as a Division 1 Prize Guarantee.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, the amount of such Prizes shall be retained in the Prize Reserve Fund to be used in accordance with Rule 12 (d).

Division 2 –

A Prize of an amount equal to 4.5% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 –

A Prize of an amount equal to 7.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 –

A Prize of an amount equal to 19.5% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers.

Division 5 –

A Prize of an amount equal to 27.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 6 –

A Prize of an amount equal to 42.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains one (1) or two (2) but not more than two (2) of the six (6) Winning Numbers together with two (2) Supplementary Numbers.

(j) Saturday Lotto

In respect of Saturday Lotto, unless otherwise Approved, the Prize Pool will be distributed in the indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Rule 12 (i) Division 1 (ii) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below:

Division 1 –

- (i) A Prize of an amount equal to 28.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains all six (6) of the Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.
- (ii) Jackpot of Division 1 Prize Pool:
  - (1) If there is no Prize winner in Division 1, an amount equal to the Division 1 Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of a Division 1 Prize winner for a Jackpot Drawing;
  - (2) Subject to Rule 12 (i) Division 1 (ii) (3), in the event that there are no winners of the Jackpot Drawing referred to in Rule 12 (i) Division 1 (ii) (1), the amount held in the Prize Fund applicable to that Jackpot Drawing shall form part of the Division 1 Prize Pool for the next consecutive Game of Lotto;

- (3) In the event that there are no winners of the Division 1 Prize in the fourth (4th) consecutive Jackpot Drawing, (being the fifth (5th) consecutive Game of Lotto), then the amount held in the Prize Fund as the total prize money payable in respect of the fourth (4th) Jackpot Drawing shall be added to the prize money allocated to the next lower division in which a prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries in the fifth (5th) consecutive Game of Lotto.

Division 2 –

Subject to Rule 12 (i) Division 1 (ii) (3), a Prize of an amount equal to 3.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 –

Subject to Rule 12 (i) Division 1 (ii) (3), a Prize of an amount equal to 8.2% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 –

Subject to Rule 12 (i) Division 1 (ii) (3), a Prize of an amount equal to 12.4% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers.

Division 5 –

Subject to Rule 12 (i) Division 1 (ii) (3), a Prize of an amount equal to 20.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 6 –

Subject to Rule 12 (i) Division 1 (ii) (3), a Prize of an amount equal to 26.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains one (1) or two (2) but not more than two (2) of the six (6) Winning Numbers together with two (2) Supplementary Numbers.

(k) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Lotto whether following a Drawing of Monday Lotto, and/or Wednesday Lotto and/or Saturday Lotto, provided that:

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Lotto, and/or Wednesday Lotto and/or Saturday Lotto or any combination thereof;
- (ii) an Entry or Syndicate Entry made in respect of Monday Lotto or Wednesday Lotto or Saturday Lotto shall be automatically entered into the Second Drawing in respect of that Monday Lotto or Wednesday Lotto or Saturday Lotto and such Entry or Syndicate Entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
- (v) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
- (vi) the Second Drawing shall not constitute a separate Game of Lotto but shall be part of either a Monday Lotto and/or Wednesday Lotto and/or Saturday Lotto.

(l) A Game of Lotto may include:

- (i) an additional Prize or Prizes; and/or
  - (ii) Prizes paid on special occasions; and/or
  - (iii) Prizes paid pursuant to Rule 12 (j);
- Any such Prize or Prizes may be paid in monetary terms or in kind.

(m) Prizes in a Game of Promotional Lotto

- (i) The Prizes payable in a Game of Promotional Lotto may consist of one or more of the following:
  - (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Game of Lotto or another lottery Conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Lotto must not consist of or include tobacco.

- (iii) A Prize in a Game of Promotional Lotto must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (n) Determination of Prizes in a Game of Promotional Lotto
  - (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto.
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto Conducted by it.
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Lotto, including (but not limited to) the following:
    - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
    - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
    - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
    - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
    - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
  - (iv) The Prizes in a Game of Promotional Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Lotto.

#### RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the Winning Numbers and the Supplementary Numbers;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of each Prize Division and the number of Prize Winners in each Prize Division.
- (b) Following each Drawing of a Game of Lotto the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11 (f) (i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 14 (a), 14 (b), 14 (i) and 14 (k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto as soon as possible after the completion of such Game of Promotional Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

#### RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Lotto:
  - (i) Other than as provided for Registered Players and Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of any Division 1 Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 14 (a) (i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Division 1 Prize) will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim a Provisional Prize in accordance with Rule 14 (b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14 (d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the Prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal not earlier than the day

immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer. Prizes not so claimed will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account after a period of time determined by the Chief Executive Officer.

- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (g) Subject to Rules 14 (a), 14 (b), 14 (c), 14 (d), 14 (e) and 14 (f) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with a Multiple Draws Exchange Ticket for any subsequent valid Drawings. For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket;
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14 (f) will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
  - (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize (or in the case of a Syndicate Entry a share of a Division 1 Prize) pursuant to Rule 14 (b) and who has not been notified within five (5) days in accordance with Rule 14 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
  - (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14 (l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.  
A claim not received in accordance with this Rule 14 (i) will be rejected and the Licensee shall have no liability in relation thereto.
- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14 (i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
  - (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
  - (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14 (e);  
must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l).
- (l) The particulars required in accordance with the provisions of Rules 14 (a), 14 (b), 14 (i) and 14 (k), are:
  - (i) the name and address of the Player or Syndicate Player;
  - (ii) the Ticket Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
  - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one

or more of the elements (1), (2) or (3) contained in Rule 1 (a) (xxxviii) or elements (1) or (2) contained in Rule 1 (a) (lxii) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.

- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14 (i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (w) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
  - (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player or Syndicate Player;the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (x) A Prize or share of a Prize may be claimed through a Retailer or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
PO Box 6687  
Silverwater NSW 2128

or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize or a share of a Prize must be forwarded by the Player to the Licensee direct.
- (y) Any Prize or share of a Prize to be paid in accordance with Rule 12 (k) or Rule 12 (m) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (z) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (bb) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (cc) Payment of Prizes in a Game of Promotional Lotto
  - (i) A Prize is not payable in a Game of Promotional Lotto unless:
    - (1) the entry submitted in a Game of Promotional Lotto is in the form determined by the Chief Executive Officer under Rule 11 (k) (i); and



- (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Lotto, the Ticket in the Game of Lotto must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game of Lotto is valid; and
  - (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto advertised under Rule 12 (m) (ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

- (i) acceptance of Entries or Syndicate Shares into a Game of Lotto has closed;
- (ii) a Ticket may have issued; or
- (iii) a Drawing has occurred in respect of a Ticket;

an Entry or a Syndicate Share in a Game of Lotto or entry in a Game of Promotional Lotto may be disqualified and no Prize claim shall be made in respect of it, if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry or a Syndicate Share in a Game of Lotto which is disqualified shall automatically be void and cancelled.

(b) The reasons for disqualification may include but are not limited to:

- (i) tender of insufficient Selling Fee or, in the case of a Syndicate Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
- (ii) the Player or Syndicate Player has defaulted in payment of any previous Selling Fee or Syndicate Share Fee;
- (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (iv) Ticket fails any security tests of the Licensee;
- (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
- (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
- (vii) any other breach of these Rules which justifies disqualification.

(c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Selling Fee paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Share.

(d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.

(e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15 (d) then:

- (i) in the case of a Division 1 Prize, the provisions of Rule 12 (h) Division 1 (i) and (ii) and Rule 12 (i) Division 1 (i) and (ii) will apply;
- (ii) otherwise the value and numbers of winners will be varied in accordance with Rule 12 (h) Division 2, Division 3, Division 4, Division 5 and Division 6 and Rule 12 (i) Division 2, Division 3, Division 4, Division 5 and Division 6 as the case may be.

#### RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of Lotto or Game of Promotional Lotto a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any Ticket having been issued in respect of an Entry in a Game of Lotto which is disqualified in accordance with Rule 15 shall automatically be void and cancelled.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Lotto for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or a Syndicate Player who claims a share in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Lotto. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.

- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or Contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto or Game of Promotional Lotto; and
  - (ii) without prejudice to the generality of Rule 16 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize;
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in a Game of Promotional Lotto received by way of Entry Coupon or Automatic Entry;
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) without prejudice to the generality of Rule 16 (d) (i) and Rule 16 (d) (ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;
    - (4) the receipt of a Prize claim form;
    - (5) the processing of a Prize claim;
    - (6) the payment of a Prize;
    - (7) the cancellation of a Ticket; and
  - (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto or Game of Promotional Lotto; and
  - (ii) without prejudice to the generality of Rule 16 (e) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in any particular Game of Promotional Lotto received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Lotto or Game of Promotional Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by a Retailer of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.



- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16 (a) to 16 (j) inclusive as those protected by said Rules.

#### RULE 17 EFFECTIVE DATE

- (a) The Lotto Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

#### RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Game of Promotional Lotto.

#### SCHEDULE 1

#### SELLING FEES PAYABLE FOR MONDAY LOTTO OR WEDNESDAY LOTTO

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Game	1	\$0.55	\$0.50	\$0.05
2 Games	2	\$1.10	\$1.00	\$0.10
3 Games	3	\$1.65	\$1.50	\$0.15
4 Games	4	\$2.20	\$2.00	\$0.20
5 Games	5	\$2.75	\$2.50	\$0.25
6 Games	6	\$3.30	\$3.00	\$0.30
7 Games	7	\$3.85	\$3.50	\$0.35
8 Games	8	\$4.35	\$4.00	\$0.35
9 Games	9	\$4.90	\$4.50	\$0.40
10 Games	10	\$5.45	\$5.00	\$0.45
11 Games	11	\$6.00	\$5.50	\$0.50
12 Games	12	\$6.55	\$6.00	\$0.55
13 Games	13	\$7.10	\$6.50	\$0.60
14 Games	14	\$7.65	\$7.00	\$0.65
15 Games	15	\$8.20	\$7.50	\$0.70
16 Games	16	\$8.75	\$8.00	\$0.75
17 Games	17	\$9.30	\$8.50	\$0.80
18 Games	18	\$9.85	\$9.00	\$0.85
19 Games	19	\$10.40	\$9.50	\$0.90
20 Games	20	\$10.95	\$10.00	\$0.95
21 Games	21	\$11.50	\$10.50	\$1.00
22 Games	22	\$12.00	\$11.00	\$1.00
23 Games	23	\$12.55	\$11.50	\$1.05
24 Games	24	\$13.10	\$12.00	\$1.10
25 Games	25	\$13.65	\$12.50	\$1.15
26 Games	26	\$14.20	\$13.00	\$1.20
27 Games	27	\$14.75	\$13.50	\$1.25
28 Games	28	\$15.30	\$14.00	\$1.30
29 Games	29	\$15.85	\$14.50	\$1.35
30 Games	30	\$16.40	\$15.00	\$1.40
31 Games	31	\$16.95	\$15.50	\$1.45
32 Games	32	\$17.50	\$16.00	\$1.50
33 Games	33	\$18.05	\$16.50	\$1.55
34 Games	34	\$18.60	\$17.00	\$1.60

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
35 Games	35	\$19.15	\$17.50	\$1.65
36 Games	36	\$19.65	\$18.00	\$1.65
37 Games	37	\$20.20	\$18.50	\$1.70
38 Games	38	\$20.75	\$19.00	\$1.75
39 Games	39	\$21.30	\$19.50	\$1.80
40 Games	40	\$21.85	\$20.00	\$1.85
41 Games	41	\$22.40	\$20.50	\$1.90
42 Games	42	\$22.95	\$21.00	\$1.95
43 Games	43	\$23.50	\$21.50	\$2.00
44 Games	44	\$24.05	\$22.00	\$2.05
45 Games	45	\$24.60	\$22.50	\$2.10
46 Games	46	\$25.15	\$23.00	\$2.15
47 Games	47	\$25.70	\$23.50	\$2.20
48 Games	48	\$26.25	\$24.00	\$2.25
49 Games	49	\$26.80	\$24.50	\$2.30
50 Games	50	\$27.35	\$25.00	\$2.35
System 4	820	\$448.15	\$410.00	\$38.15
System 5	40	\$21.85	\$20.00	\$1.85
System 7	7	\$3.85	\$3.50	\$0.35
System 8	28	\$15.30	\$14.00	\$1.30
System 9	84	\$45.90	\$42.00	\$3.90
System 10	210	\$114.75	\$105.00	\$9.75
System 11	462	\$252.50	\$231.00	\$21.50
System 12	924	\$504.95	\$462.00	\$42.95
System 13	1,716	\$937.80	\$858.00	\$79.80
System 14	3,003	\$1,641.15	\$1,501.50	\$139.65
System 15	5,005	\$2,735.25	\$2,502.50	\$232.75
System 16	8,008	\$4,376.35	\$4,004.00	\$372.35
System 17	12,376	\$6,763.50	\$6,188.00	\$575.50
System 18	18,564	\$10,145.25	\$9,282.00	\$863.25
System 19	27,132	\$14,827.65	\$13,566.00	\$1,261.65
System 20	38,760	\$21,182.35	\$19,380.00	\$1,802.35

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 1, multiplied by the number of draws that the Entry is entered into.

SCHEDULE 2

**SELLING FEES PAYABLE FOR SATURDAY LOTTO**

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Game	1	\$0.65	\$0.60	\$0.05
2 Games	2	\$1.30	\$1.20	\$0.10
3 Games	3	\$1.95	\$1.80	\$0.15
4 Games	4	\$2.60	\$2.40	\$0.20
5 Games	5	\$3.30	\$3.00	\$0.30
6 Games	6	\$3.95	\$3.60	\$0.35
7 Games	7	\$4.60	\$4.20	\$0.40
8 Games	8	\$5.25	\$4.80	\$0.45

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
9 Games	9	\$5.90	\$5.40	\$0.50
10 Games	10	\$6.55	\$6.00	\$0.55
11 Games	11	\$7.20	\$6.60	\$0.60
12 Games	12	\$7.85	\$7.20	\$0.65
13 Games	13	\$8.55	\$7.80	\$0.75
14 Games	14	\$9.20	\$8.40	\$0.80
15 Games	15	\$9.85	\$9.00	\$0.85
16 Games	16	\$10.50	\$9.60	\$0.90
17 Games	17	\$11.15	\$10.20	\$0.95
18 Games	18	\$11.80	\$10.80	\$1.00
19 Games	19	\$12.45	\$11.40	\$1.05
20 Games	20	\$13.10	\$12.00	\$1.10
21 Games	21	\$13.75	\$12.60	\$1.15
22 Games	22	\$14.45	\$13.20	\$1.25
23 Games	23	\$15.10	\$13.80	\$1.30
24 Games	24	\$15.75	\$14.40	\$1.35
25 Games	25	\$16.40	\$15.00	\$1.40
26 Games	26	\$17.05	\$15.60	\$1.45
27 Games	27	\$17.70	\$16.20	\$1.50
28 Games	28	\$18.35	\$16.80	\$1.55
29 Games	29	\$19.00	\$17.40	\$1.60
30 Games	30	\$19.65	\$18.00	\$1.65
31 Games	31	\$20.35	\$18.60	\$1.75
32 Games	32	\$21.00	\$19.20	\$1.80
33 Games	33	\$21.65	\$19.80	\$1.85
34 Games	34	\$22.30	\$20.40	\$1.90
35 Games	35	\$22.95	\$21.00	\$1.95
36 Games	36	\$23.60	\$21.60	\$2.00
37 Games	37	\$24.25	\$22.20	\$2.05
38 Games	38	\$24.90	\$22.80	\$2.10
39 Games	39	\$25.60	\$23.40	\$2.20
40 Games	40	\$26.25	\$24.00	\$2.25
41 Games	41	\$26.90	\$24.60	\$2.30
42 Games	42	\$27.55	\$25.20	\$2.35
43 Games	43	\$28.20	\$25.80	\$2.40
44 Games	44	\$28.85	\$26.40	\$2.45
45 Games	45	\$29.50	\$27.00	\$2.50
46 Games	46	\$30.15	\$27.60	\$2.55
47 Games	47	\$30.80	\$28.20	\$2.60
48 Games	48	\$31.50	\$28.80	\$2.70
49 Games	49	\$32.15	\$29.40	\$2.75
50 Games	50	\$32.80	\$30.00	\$2.80
System 4	820	\$537.75	\$492.00	\$45.75
System 5	40	\$26.25	\$24.00	\$2.25
System 7	7	\$4.60	\$4.20	\$0.40
System 8	28	\$18.35	\$16.80	\$1.55
System 9	84	\$55.10	\$50.40	\$4.70
System 10	210	\$137.70	\$126.00	\$11.70
System 11	462	\$303.00	\$277.20	\$25.80

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
System 12	924	\$605.95	\$554.40	\$51.55
System 13	1,716	\$1,125.35	\$1,029.60	\$95.75
System 14	3,003	\$1,969.35	\$1,801.80	\$167.55
System 15	5,005	\$3,282.30	\$3,003.00	\$279.30
System 16	8,008	\$5,251.65	\$4,804.80	\$446.85
System 17	12,376	\$8,116.20	\$7,425.60	\$690.60
System 18	18,564	\$12,174.25	\$11,138.40	\$1,035.85
System 19	27,132	\$17,793.15	\$16,279.20	\$1,513.95
System 20	38,760	\$25,418.80	\$23,256.00	\$2,162.80

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 2, multiplied by the number of draws that the Entry is entered into.

**PUBLIC LOTTERIES ACT 1996**

## Lotto Strike – Approval of Rules

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, pursuant to section 23 (1) of the Public Lotteries Act 1996 DO HEREBY APPROVE the Rules for the conduct of Games of Lotto Strike and Games of Promotional Lotto Strike by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from the date of Gazettal.

Dated this 14th day of October 2013.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

**Lotto Strike Rules**

IT is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Lotto Strike and Promotional Lotto Strike. In accordance with section 23 (3) (b) of the Act, these Rules take effect on and from date of gazettal. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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## SCHEDULES

## SCHEDULE 1 – SELLING FEES PAYABLE FOR LOTTO STRIKE GAMES

## RULE 1 DEFINITIONS

(a) In these Rules unless inconsistent with the context:

- (i) “Act” means the Public Lotteries Act 1996, any amendment, modification, variation or abrogation thereof for the time being in force;
- (ii) “Advance Entry” means an Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee.
- (iii) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or overseas authorities in Participating Areas for the Conduct by them of Games of Lotto Strike;
- (iv) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player from whom a Reseller accepts a Subscription;
- (v) “Approved” means approved in writing by the Minister;
- (vi) “Automatic Entry” means an Entry in respect of a Game of Lotto Strike made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
  - (1) the selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
  - (2) the Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee.
- (vii) “Boxed Entry” means an Entry referred to in Rule 9;
- (viii) “Chief Executive Officer” means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (g);
- (ix) “Close of Acceptance” means the day and time of day determined by the Licensee after which Entries will not be accepted;

- (x) “Commission” means an amount:
- (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person’s capacity as a Retailer); and
  - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xi) “Computer Linked Terminal” means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Lotto Strike or Games of Promotional Lotto Strike;
- (xii) “Computer Records” means the sum of information which is provided to the Licensee by way of the Licensee’s central processing computer equipment in respect of a Player and in respect of details of:
- (1) a Player’s Entry in a Game of Lotto Strike; and
  - (2) where appropriate a Player’s entry in a Game of Promotional Lotto Strike;
- (xiii) “Conduct” in relation to a Game of Lotto Strike and a Game of Promotional Lotto Strike has the same meaning as assigned to it by Section 4 (1) of the Act;
- (xiv) “Corresponding Lotto Draw” means the Lotto Draw which is used to select the four (4) Winning Numbers for Lotto Strike;
- (xv) “Director” means a Director of the Board of Directors of the Licensee;
- (xvi) “Division 1 Prize Guarantee” means the Division 1 Prize amounts for the Monday, Wednesday and Saturday Lotto Strike games determined by the Licensee from time to time;
- (xvii) “Drawing” means:
- (1) in relation to a Game of Lotto Strike (but not including a Second Drawing) the selection of the Winning Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xviii) “Drawing Date” in relation to a Game of Lotto Strike means the date on which the Winning Numbers are selected in respect of that Game of Lotto Strike and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto Strike;
- (xix) “Drawing Device” means equipment as Approved by the Minister from time to time used to Conduct a Drawing;
- (xx) “Employee” means an employee of the Licensee. In other contexts where appropriate “Employee” includes an employee of a Retailer;
- (xxi) “Entry” means the Numbers in a Game of Lotto Strike which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6 (g)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;
- (xxii) “Entry Coupon” means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Lotto Strike and/or a Game of Promotional Lotto Strike via a Computer Linked Terminal;
- (xxiii) “Game of Lotto” means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Promotional Lotto;
- (xxiv) “Game of Lotto Strike” means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include a Game of Promotional Lotto Strike;
- (xxv) “Game of Promotional Lotto Strike” means a public lottery Conducted for the purpose of promoting a Game of Lotto Strike, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Lotto Strike; and
  - (2) no further Subscription or Commission is charged;
- (xxvi) “Game Panel” means:
- (1) a separate matrix in relation to a Lotto Strike Entry Coupon consisting of four (4) lines, each line consisting of the Numbers 1 to 10 (inclusive) and 20, 30 and 40 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates.
- (xxvii) “Imprinted” means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) “Jackpot Drawing” means the next Drawing of a Game of Lotto Strike (other than a Second Drawing) as approved by the Licensee following the Drawing of a Game of Lotto Strike (other than a Second Drawing), where there is no winner in accordance with Rule 11 (f) Division 1 (Strike 4) (i);
- (xxix) “Licensee” means New South Wales Lotteries Corporation Pty Ltd;
- (xxx) “Lotto Draw” means the Drawing of the Game of Lotto in accordance with the Licence granted to the Licensee;
- (xxxi) “Malfunction” means a failure of any of the following:
- (1) the Drawing Device;

- (2) the Computer Linked Terminal;
- (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate.
- (xxxii) “Maximum Jackpot Drawing Prize” means the maximum amount payable as a Prize in a Jackpot Drawing as approved by the Licensee from time to time;
- (xxxiii) “Minister” means the Minister for the time being administering the Act;
- (xxxiv) “Monday Lotto Strike” means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxxv) “Multiple Draws Entry” means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxvi) “Multiple Draws Exchange Ticket” means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (3) where the Exchange Multiple Draws Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered; and
  - (4) where the Exchange Multiple Draws Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxvii) “Multiple Draws Ticket” means a Ticket issued in respect of more than one Drawing;
- (xxxviii) “Numbers” has the same meaning as section 5 of the Act;
- (xxxix) “Operator Licence” means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xl) “Outlet” means a place at which a Retailer is permitted to accept completed Entries into Games of Lotto Strike and entries into Games of Promotional Lotto Strike;
- (xli) “Overseas Authority” means a person who is authorised to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike in Participating Areas overseas;
- (xlii) “Participating Area” means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto Strike under a corresponding law;
- (xliii) “Player” means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto Strike and who holds, bears and submits a ticket in the Game of Promotional Lotto Strike to the Licensee, or a Retailer for the purposes of receiving a Prize;
- (xliv) “Prize” means any Prize determined in accordance with Rule 11;
- (xlv) “Prize Allocation” means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto Strike as specified in Rule 11 (a);
- (xlvi) “Prize Fund” means an account established under Section 27 of the Act and known as the Lotto Strike Prize Fund Account;
- (xlvii) “Prize Pool” has the meaning in Rule 11 (b);
- (xlviii) “Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 11 (c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlix) “Product Licence” means the product licence granted to the Licensee to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike pursuant to Section 12 of the Act;
- (l) “Provisional Period” means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (li) “Provisional Prize” is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (lii) “Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (liii) “Registered Player” means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (liv) “Regulation” means a regulation made under the Act;
- (lv) “Reseller” means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Lotto Strike and instructions with



respect to a Game of Promotional Lotto Strike from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;

- (lvi) “Retailer” means a person or agent appointed or approved by the Licensee for purposes associated with Games of Lotto Strike and Games of Promotional Lotto Strike Conducted by the Licensee and includes a Reseller;
  - (lvii) “Rules” means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (lviii) “Saturday Lotto Strike” means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Saturday of each week;
  - (lix) “Second Drawing” means an additional Drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;
  - (lx) “Selling Fee” means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
  - (lxi) “Standard Entry” means an Entry referred to in Rule 8;
  - (lxii) “Subscription” means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fee; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (lxiii) “Ticket” means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Lotto Strike, and which:
    - (1) contains Entry details; and
    - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
    - (3) may include other particulars as determined by the Licensee;
  - (lxiv) “Ticket Number” means the numbers and/or letters Imprinted on a Ticket and which constitute an official identification of the issue of a Ticket in a particular Game of Lotto Strike;
  - (lxv) “Wednesday Lotto Strike” means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
  - (lxvi) “Winning Number” in relation to a Game of Lotto Strike (including a Second Drawing) means a number corresponding with, and selected in the exact same order as, one of the first four (4) numbers drawn in the Corresponding Lotto Draw.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

## RULE 2 CONDUCT AND DRAWINGS OF GAMES OF LOTTO STRIKE AND CONDUCT OF GAMES OF PROMOTIONAL LOTTO STRIKE

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Lotto Strike and Game of Promotional Lotto Strike.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players.
- (c) A Drawing in relation to a Game of Lotto Strike shall take place after the Close of Acceptance of Entries has closed for that Game of Lotto Strike.
- (d) Games of Lotto Strike will be drawn on Monday, Wednesday and Saturday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister’s nominee(s);  
Certification of the validity of a Drawing by the Minister’s nominee(s) shall be final and binding on all Players.
- (f) Where a Malfunction in a Drawing Device occurs:
  - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
  - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction:
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers are drawn.

- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Lotto Strike in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto Strike in conjunction with another Game of Lotto Strike or separately from a Game of Lotto Strike or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Lotto Strike shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Lotto Strike shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Game of Promotional Lotto Strike.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Lotto Strike some of the Prizes in the approved Prize structure may already have been won when a Player enters the Game of Promotional Lotto Strike leaving the balance of Prizes still available to be won by Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players in a Game of Promotional Lotto Strike of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Lotto Strike.
- (m) A ticket in a Game of Promotional Lotto Strike may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Lotto Strike may require the Player to have a winning Number on more than one ticket in order to win a Prize.

### RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Coupon and Ticket and these Rules shall apply to each Game of Lotto Strike and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Coupon, Ticket or promotional materials, these Rules shall prevail to the extent of any inconsistency.
- (c) These Rules shall apply to each Game of Promotional Lotto Strike and shall be binding on all Players.
- (d) By entering a Game of Lotto Strike or Game of Promotional Lotto Strike, Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) The Rules that are enforced at the time of purchase of a ticket in a Game of Lotto Strike or a Promotional Game of Lotto Strike are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3 (g).
- (i) These Rules will be displayed and made available for inspection at each Outlet.

### RULE 4 OBJECT

The object of the Game of Lotto Strike is to select four (4) Numbers in a Game Panel, which are in the exact same order as the first four (4) Winning Numbers drawn in the Corresponding Lotto Draw.

### RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO STRIKE

- (a) In order for an Entry to be eligible for inclusion in a Game of Lotto Strike, before the Close of Acceptance of Entries into that Game of Lotto Strike;
  - (i) the Entry must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry details recorded on such Ticket issued under Rule 5 (a) (ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player must have paid the correct Selling Fee in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.
- (c) Entry into a Game of Lotto Strike is contingent on an Entry into a Game of Lotto being taken within the same transaction of a Lotto Strike Entry being purchased' except where the Entry is a free Standard Automatic Entry.

### RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) A Lotto Strike Entry Coupon may be used by a Player to enter a Game of Lotto Strike within the same transaction as a Game of Lotto Entry, or by marking the Lotto Strike area on the Lotto Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the

prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.

- (b) Where a Lotto Strike Entry Coupon is used to effect an Entry, a Number greater than 10, which is not 20, 30 or 40, must be selected by marking, in accordance with this provision, the two Numbers of which the sum totals the Number to be selected.
- (c) Where a Lotto Strike Entry is effected by marking the Lotto Strike area on a Lotto Entry Coupon, the Drawing Date for such Entry will be the same as the Drawing Date in respect of the Lotto Draw for which the Lotto Entry Coupon has been submitted.
- (d) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (e) Subject to Rule 6 (h) below acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form issued by the Licensee or its Retailer to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (f) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (g) Without limiting the provisions of Rule 14 the following apply –
  - (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
  - (ii) A Retailer who has sold an Entry into a Game of Lotto Strike may cancel the Entry and the Ticket to which it relates.
  - (iii) A Ticket and the Entry to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry to which it relates.
- (h) Where an Entry and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player shall be refunded the Selling Fee paid in respect of such Entry. Rule 6(h) is not applicable to a Division 4 (Strike 1) free Standard Entry Prize as described in Rule 11 (f).
- (i) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee of the error in the cancellation of a Ticket.
- (j) Where an Entry in a Game of Lotto Strike has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded in the Computer Records but:
  - (i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Lotto Strike; and
  - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Game of Lotto Strike; thenthe Retailer shall be liable for and shall meet the cost of the Selling Fee in respect of that Entry and in such case, for the purposes of these Rules, such Retailer shall:
  - (iii) be considered a Player; and
  - (iv) be the holder of the Entry; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (k) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (l) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon or any other approved Entry whether received by post, telephone, facsimile or modem (internet) or otherwise. Entry into a Game of Lotto Strike by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player using a Reseller to submit an Entry Coupon or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon or any other approved Entry, the issue of any Ticket and the payment of any Prize.

- (m) Neither the Licensee nor a Retailer shall be liable to a Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player. It shall be the sole responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (n) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

#### RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge the Player Commission as specified in these Rules in Schedule 1. By entering a Game of Lotto Strike the Player accepts liability to pay the Commission to the Licensee.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

#### RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of four (4) Numbers which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry or Advance Entry.
- (c) Where a Lotto Strike Entry Coupon is used in respect of a Standard Entry, four (4) Numbers shall have been marked in each selected Game Panel, comprising one (1) Number in each line in each Game Panel.
- (d) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (e) The Selling Fee payable for each Standard Entry is set out in Schedule 1.
- (f) The minimum number of Standard Entries that can be played is:
  - (i) one (1) Game Panel where entry is made via an Entry Coupon; or
  - (ii) one (1) Game Panel where entry is made via an Automatic Entry.

#### RULE 9 BOXED ENTRY

- (a) A Boxed Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Boxed Entry may be played as a Multiple Draws Entry or Advance Entry.
- (c) A Boxed Entry is the equivalent of twenty four (24) Standard Games, and represents the entire twenty four (24) possible combinations of any four (4) selected Numbers.
- (d) Where a Boxed Entry is effected using an Entry Coupon, four (4) Numbers, and the Boxed Entry area are marked on that Entry Coupon for each relevant Game Panel.
- (e) Each Game Panel on the Entry Coupon may be marked in respect of each relevant Boxed Entry. An Automatic Entry may include one (1) or more Boxed Entries.
- (f) Where an Entry Coupon is used in respect of a Boxed Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (g) The Selling Fee for a Boxed Entry is set out in Schedule 1.
- (h) Numbers selected in a Boxed Entry are Winning Numbers if they match any of the first four (4) numbers drawn, in any order, in the Corresponding Lotto Draw.

#### RULE 10 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Lotto Strike or Game of Promotional Lotto Strike.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee (as specified in Schedule 1) and player registration fee (if applicable) must be paid by a Player to a Retailer or to the Licensee in respect of an Entry.
- (e) The form of payment of the Selling Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f) (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 12 (b) (i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 10 (f) (i) should be addressed:  
The Chief Executive Officer  
New South Wales Lotteries;  
Email to: Customersupport@nswlotteries.com.au; or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151  
or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the close of acceptance of Entries relating to that Entry. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6 (g) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Lotto Strike:
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto Strike;
- (ii) Without limiting Rule 10 (k) (i), the form of entry in a Game of Promotional Lotto Strike may be any of the following (or combination of the following):
- (1) part of a Ticket;
  - (2) any other ticket or document; and
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Lotto Strike is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto Strike:
- (1) constitutes the Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Lotto Strike.

#### RULE 11 PRIZES

- (a) The Prize Allocation in the Game of Lotto Strike shall be not less than sixty two percent (62%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto Strike shall be funded from the Prize Allocation and shall be not less than sixty percent (60%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Lotto Strike shall be funded from the Prize Allocation and shall retain an amount equal to two percent (2%) of Subscriptions and shall be used to:
- (i) fund the rounding required pursuant to Rule 11 (f);
  - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 11 (f) Division 1;
  - (iii) fund any prize payable pursuant to Rule 11 (h), Rule 11 (i) and Rule 11 (j).
- (d) Prizes for each Game of Lotto Strike shall be paid by the Licensee from the Prize Pool in accordance with the provisions and classifications of Rule 11 (f) Division 1 (Strike 4), Division 2 (Strike 3), Division 3 (Strike 2) and Division 4 (Strike 1) Prizes.
- (e) Any such Prize shall, where only one (1) Entry is eligible for that Prize, be payable in respect of that Entry, or shall where two (2) or more Entries are eligible for that Prize, be shared equally between those Entries.
- (f) Subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple) the Prize Pool shall be distributed as nearly as possible in the percentages shown below. Monies required for rounding shall be drawn from the Prize Reserve Fund. Where there is no winner in any one division, subject to the provisions of Division 1 (Strike 4) (ii) of this paragraph (c) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next lower division in the order as shown below. Where there is no winner in Division 3 (Strike 2) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next higher division. Where there is no winner in Division 2 (Strike 3) and Division 3 (Strike 2) the Prize money payable in respect of those divisions shall be added to the Prize money allocated to Division 1 (Strike 4) and jackpotted to the Jackpot Drawing if not won in the current Draw.



## Division 1 (Strike 4):

- (i) A Prize of an amount equal to 45% of the Prize Pool, less that proportion of the Prize Pool required to fund the Division 4 (Strike 1) Prize, shall be payable in respect of any Entry which contains all four (4) of the Winning Numbers.

The Division 1 Prize Guarantee is \$100,000.00.

- (ii) If no Prize in this division is payable in respect of any Entry in accordance with (i) above, the Prize which would otherwise have been payable shall be retained in the Prize Fund so as to form part of the monies which are payable in respect of any Entry which contains all the Winning Numbers in the Jackpot Drawing, provided that at no time shall a Prize in a Jackpot Drawing exceed the Maximum Jackpot Drawing Prize.
- (iii) Where the Jackpot Drawing Prize has reached the approved maximum level as provided in (ii) above, those monies in excess of the approved maximum level that would otherwise have been payable shall be retained in the Prize Fund so as to form part of any Prize payable in accordance with (i) above.

## Division 2 (Strike 3):

A Prize of an amount equal to 10% of the Prize Pool shall be payable in respect of any Entry which contains three (3) but not more than three (3) Winning Numbers.

## Division 3 (Strike 2):

A Prize of an amount equal to 45% of the Prize Pool shall be payable in respect of any Entry which contains two (2) but not more than two (2) Winning Numbers.

## Division 4 (Strike 1):

A Prize of one (1) free Standard Automatic Entry shall be payable in respect of any Entry which contains one (1) but not more than one (1) Winning Number.

- (g) Notwithstanding any provision of these Rules as to the payment of Prizes, where the total amount payable (whether to one (1) Entry alone or two (2) or more Entries in equal shares) in respect of the Prize described in Rule 11 (f) Division 1 (Strike 4) (i) and (ii) in a Game of Lotto Strike would, but for this condition, be less than \$100,000.00 the Prize so payable shall be in the amount of \$100,000.00.

## (h) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Lotto Strike whether following a Monday Lotto Strike and/or Wednesday Lotto Strike and/or Saturday Lotto Strike, provided that:

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Lotto Strike and/or Wednesday Lotto Strike and/or Saturday Lotto Strike or any combination thereof;
- (ii) an Entry made in respect of the Monday Lotto Strike or Wednesday Lotto Strike or Saturday Lotto Strike shall be automatically entered into the Second Drawing in respect of that Monday Lotto Strike or Wednesday Lotto Strike or Saturday Lotto Strike and such Entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries each of which, contains all the Winning Numbers;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer.
- (v) the Second Drawing shall not constitute a separate Game of Lotto Strike but shall be part of either a Monday Lotto Strike and/or Wednesday Lotto Strike and/or Saturday Lotto Strike.

## (i) A Game of Lotto Strike may include:

- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or
- (iii) Prizes paid pursuant to Rule 11 (h).

Any such Prize or Prizes may be paid in monetary terms or in kind.

## (j) Prizes in a Game of Promotional Lotto Strike:

- (i) The Prizes payable in a Game of Promotional Lotto Strike may consist of one or more of the following:
  - (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Game of Lotto Strike or another lottery conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Lotto Strike must not consist of or include tobacco.
- (iii) A Prize in a Game of Promotional Lotto Strike must not consist of or include liquor within the meaning of the Liquor Act 1982.



- (k) Determination of Prizes in a Game of Promotional Lotto Strike:
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto Strike.
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto Strike Conducted by it.
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Lotto Strike, including (but not limited to) the following:
    - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
    - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
    - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
    - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
    - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
  - (iv) The Prizes in a Game of Promotional Lotto Strike are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Lotto Strike.

#### RULE 12 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Lotto Strike the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the Winning Numbers;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of each Prize division and the number of Prize Winners in each division.
- (b) Following each Drawing of a Game of Lotto Strike the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 10 (f) (i) or where Provisional Prize Winners are not Registered Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 13 (a), 13 (i), 13 (j) and 13 (l) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto Strike as soon as possible after the completion of such Game of Promotional Lotto Strike.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

#### RULE 13 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Lotto Strike:
- (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 13 (m) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 13 (a) (i) is the day of receipt by the Licensee;
- (b) A Registered Player winning a Division 1 Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player, the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 13 (m) hereof.
- (c) For Registered Players, where a:
- (i) Prize must be claimed in accordance with Rule 13 (b) hereof, the Prize may be paid in accordance with the procedure and conditions set out in Rule 13 (d) hereof; and
  - (ii) Prize of one (1) free Standard Automatic Entry is to be paid in accordance with Rule 11 (f) for a Division 4 Prize, and such Prize will be paid by a Retailer with a Computer Linked Terminal upon surrender of a winning Ticket, not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer. Such Prizes not so claimed will be paid by the Licensee after a period of time determined by the Chief Executive Officer.
- (d) A Provisional Prize, shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players, any winning Entry with any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a

Provisional Prize in which case the prizes will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal from the day immediately after the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account after the expiry of a period of time determined by the Chief Executive Officer after the Drawing Date.

- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the prizes will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (g) Where a winning Entry is entitled to multiple Division 4 (Strike 1) Prizes which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash.
- (h) Subject to Rules 13 (a), 13 (b), 13 (c), 13 (d), 13 (e) and 13 (f) above, a Player being eligible for a Prize which is not a Provisional Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Exchange Multiple Draws Ticket for any subsequent valid Drawings. For Registered Players, any unclaimed Multiple Draws Ticket Prizes may not be paid until after the expiry of a period of time determined by the Chief Executive Officer after the last Drawing on that Ticket.
- (i) A Prize not paid by a Retailer in accordance with Rule 13 (f) will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (j) A:
  - (i) Registered Player who claims to be entitled to a Division 1 Prize pursuant to Rule 13 (b) and who has not been notified within five (5) days in accordance with Rule 13 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
  - (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 13 (m) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 13 (j) will be rejected and the Licensee shall have no liability in relation thereto.

- (k) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 13 (j) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (l) A:
  - (i) Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
  - (ii) Registered Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 13 (e);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 13 (m).

- (m) The particulars required in accordance with Rules 13 (a), 13 (b), 13 (j) and 13 (l) are:
  - (i) the name and address of the Player;
  - (ii) the Ticket Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's registration number if a Registered Player;
  - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (n) A Division 4 (Strike 1) Prize not claimed through a Computer Linked Terminal within a period of time determined by the Chief Executive Officer will be processed in accordance with the following:
  - (i) A Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
    - (1) where the cash Prize is a Provisional Prize, it will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;

- (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
- (3) where a winning Entry pursuant to Rule 13 (n) (i) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, a Registered Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid together with the cash Prize;
- (ii) A Registered Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry. The free Standard Entry will be sent by mail or through electronic form;
- (iii) A Registered Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account;
- (iv) A Player who is not a Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
  - (1) where the cash Prize is a Provisional Prize, it will be paid by the Licensee by cheque or, if requested by the Prize winner, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13 (a) (i) and (ii), and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
  - (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13 (a) (i) and (ii) and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
  - (3) where a winning Entry pursuant to Rule 13 (n) (iv) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee either by cheque or by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13 (a) (i) and (ii);
- (v) A Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry following receipt of a Prize claim form containing or accompanied by the like particulars set out in Rule 13 (m) and any other evidence that the Chief Executive Officer may from time to time require;
- (vi) A Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due will be paid by cash and will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account following receipt of a Prize claim form lodged in accordance with Rule 13 (a) (i) and (ii);
- (o) Notwithstanding the provisions of this Rule 13 if an Entry which would otherwise have been entitled to a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize as is being paid to winning Players or such other Prize amount as determined by the Chief Executive Officer.
- (p) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1 (xlili) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (q) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (r) Subject to Rule 13 (j), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.
- (s) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (t) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (u) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (v) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;

- (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player;
- (w) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the Prize claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.
- Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (x) Any Prize sent by the Licensee to a Player and any refund of Selling Fee sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (y) The payment of all Prizes pursuant to this Rule 13 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 13 and the Chief Executive Officer is, after such payment has been made, of the view that:
- (i) the Player was not the Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player;
- the Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (z) A Prize may be claimed through a Retailer or by mail direct to:
- The Chief Executive Officer  
New South Wales Lotteries  
PO Box 6687  
Silverwater NSW 2128
- or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize must be forwarded by the Player to the Licensee direct.
- (aa) Any Prize to be paid in accordance with Rule 11 (h) or Rule 11 (j) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (bb) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (cc) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (dd) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (ee) Payment of Prizes in a Game of Promotional Lotto Strike
- (i) A Prize is not payable in a Game of Promotional Lotto Strike unless:
    - (1) The entry submitted in a Game of Promotional Lotto Strike is in the form determined by the Chief Executive Officer under Rule 10 (k) (i); and
    - (2) If the form of entry requires the Player to have purchased a Ticket in a Game of Lotto Strike, the Ticket in the Game of Lotto Strike must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Lotto Strike is valid; and
    - (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto Strike advertised under Rule 11 (k) (ii).
  - (ii) The Licensee may record on an entry in a Game of Promotional Lotto Strike a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto Strike is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto Strike, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 14 DISQUALIFICATIONS

- (a) Notwithstanding that:
- (i) acceptance of Entries into a Game of Lotto Strike has closed;
  - (ii) a Ticket may have issued; or
  - (iii) a Drawing has occurred in respect of a Ticket;
- an Entry in a Game of Lotto Strike or entry in a Game of Promotional Lotto Strike may be disqualified and no Prize claim shall be made in respect of it, if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry in a Game of Lotto Strike which is disqualified shall automatically be void and cancelled.

- (b) The reason for disqualification may include but are not limited to:
  - (i) tender of insufficient Selling Fee, a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player has defaulted in payment of any previous Selling Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an entry has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Selling Fee paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such entry.
- (d) If an Entry that would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 14 (d) then:
  - (i) in the case of a Division 1 (Strike 4) Prize, the provisions of Rule 11 (f) (ii) will apply;
  - (ii) otherwise the value and number of winners will be varied in accordance with Rule 11 (f) Division 2 (Strike 3), Division 3 (Strike 2), and Division 4 (Strike 1) as the case may be.

#### RULE 15 LIMITATION OF LIABILITY

- (a) By entering a Game of Lotto Strike or a Game of Promotional Lotto Strike a Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Lotto Strike for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Lotto Strike. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 13.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize;
    - (4) the inclusion of an Entry in any particular Game of Lotto Strike or entry in a Game of Promotional Lotto Strike received by way of Entry Coupon or Automatic Entry ;
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) without prejudice to the generality of Rule 15 (d) (i) and Rule 15 (d) (ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;
    - (4) the receipt of a Prize claim form;
    - (5) the processing of a Prize claim;
    - (6) the payment of a Prize;
    - (7) the cancellation of a Ticket; and
  - (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.



- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15 (e) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize; or
    - (4) the inclusion of an Entry in any particular Game of Lotto Strike or an entry in any particular Game of Promotional Lotto Strike received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Lotto Strike or Game of Promotional Lotto Strike due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto Strike, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 15 (h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 15 (a) to 15 (j) inclusive as those protected by said Rules.

#### RULE 16 EFFECTIVE DATE

- (a) The Lotto Strike Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

#### RULE 17 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO STRIKE

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Game of Promotional Lotto Strike.

#### SCHEDULE 1

#### SELLING FEES PAYABLE FOR THE MONDAY OR WEDNESDAY OR SATURDAY LOTTO STRIKE

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Game	1	\$1.10	\$1.00	\$0.10
2 Game	2	\$2.20	\$2.00	\$0.20
3 Game	3	\$3.30	\$3.00	\$0.30
4 Game	4	\$4.35	\$4.00	\$0.35
5 Game	5	\$5.45	\$5.00	\$0.45
6 Game	6	\$6.55	\$6.00	\$0.55



<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
7 Game	7	\$7.65	\$7.00	\$0.65
8 Game	8	\$8.75	\$8.00	\$0.75
9 Game	9	\$9.85	\$9.00	\$0.85
10 Game	10	\$10.95	\$10.00	\$0.95
11 Game	11	\$12.00	\$11.00	\$1.00
12 Game	12	\$13.10	\$12.00	\$1.10
13 Game	13	\$14.20	\$13.00	\$1.20
14 Game	14	\$15.30	\$14.00	\$1.30
15 Game	15	\$16.40	\$15.00	\$1.40
16 Game	16	\$17.50	\$16.00	\$1.50
17 Game	17	\$18.60	\$17.00	\$1.60
18 Game	18	\$19.65	\$18.00	\$1.65
19 Game	19	\$20.75	\$19.00	\$1.75
20 Game	20	\$21.85	\$20.00	\$1.85
21 Game	21	\$22.95	\$21.00	\$1.95
22 Game	22	\$24.05	\$22.00	\$2.05
23 Game	23	\$25.15	\$23.00	\$2.15
24 Game	24	\$26.25	\$24.00	\$2.25
25 Game	25	\$27.35	\$25.00	\$2.35
26 Game	26	\$28.40	\$26.00	\$2.40
27 Game	27	\$29.50	\$27.00	\$2.50
28 Game	28	\$30.60	\$28.00	\$2.60
29 Game	29	\$31.70	\$29.00	\$2.70
30 Game	30	\$32.80	\$30.00	\$2.80
31 Game	31	\$33.90	\$31.00	\$2.90
32 Game	32	\$35.00	\$32.00	\$3.00
33 Game	33	\$36.05	\$33.00	\$3.05
34 Game	34	\$37.15	\$34.00	\$3.15
35 Game	35	\$38.25	\$35.00	\$3.25
36 Game	36	\$39.35	\$36.00	\$3.35
37 Game	37	\$40.45	\$37.00	\$3.45
38 Game	38	\$41.55	\$38.00	\$3.55
39 Game	39	\$42.65	\$39.00	\$3.65
40 Game	40	\$43.70	\$40.00	\$3.70
41 Game	41	\$44.80	\$41.00	\$3.80
42 Game	42	\$45.90	\$42.00	\$3.90
43 Game	43	\$47.00	\$43.00	\$4.00
44 Game	44	\$48.10	\$44.00	\$4.10
45 Game	45	\$49.20	\$45.00	\$4.20
46 Game	46	\$50.30	\$46.00	\$4.30
47 Game	47	\$51.35	\$47.00	\$4.35
48 Game	48	\$52.45	\$48.00	\$4.45
49 Game	49	\$53.55	\$49.00	\$4.55
50 Game	50	\$54.65	\$50.00	\$4.65
Boxed 1 Game	24	\$26.25	\$24.00	\$2.25

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 1, multiplied by the number of draws that the Entry is entered into.

**PUBLIC LOTTERIES ACT 1996****OZ LOTTO – APPROVAL OF RULES**

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, pursuant to section 23 (1) of the Public Lotteries Act 1996 DO HEREBY APPROVE the Rules for the conduct of Games of Oz Lotto and Games of Promotional Oz Lotto by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from the date of Gazettal.

Dated this 14th day of October 2013.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

**Oz Lotto Rules**

IT is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Oz Lotto and Promotional Oz Lotto. In accordance with section 23 (3) (b) of the Act, these Rules take effect on and from date of gazettal. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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## SCHEDULES

## SCHEDULE 1 – SELLING FEES PAYABLE FOR THE GAME OF OZ LOTTO

## RULE 1 DEFINITIONS

(a) In these Rules unless inconsistent with the context:

- (i) “Act” means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (ii) “Advance Entry” means an Entry or Syndicate Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee.
- (iii) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Oz Lotto;
- (iv) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player or Syndicate Player from whom a Reseller accepts a subscription;
- (v) “Approved” means approved in writing by the Minister;
- (vi) “Automatic Entry” means an Entry or Syndicate Entry in respect of a Game of Oz Lotto made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
  - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
  - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
- (vii) “Chief Executive Officer” means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (g);
- (viii) “Close of Acceptance” means the day and time of day determined by the Licensee after which Entries and/or Syndicate Entries will not be accepted;

- (ix) “Commission” means an amount:
- (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person’s capacity as a Retailer); and
  - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (x) “Computer Linked Terminal” means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Oz Lotto or Games of Promotional Oz Lotto;
- (xi) “Computer Records” means the sum of information which is provided to the Licensee by way of the Licensee’s central processing computer equipment in respect of a Player or a Syndicate Player and in respect of details of:
- (1) a Player’s Entry in a Game of Oz Lotto;
  - (2) a Syndicate Entry in a Game of Oz Lotto;
  - (3) a Syndicate Player’s Syndicate Entry Share in a Game of Oz Lotto; and
  - (4) where appropriate a Player’s entry in a Game of Promotional Oz Lotto;
- (xii) “Conduct” in relation to a Game of Oz Lotto and a Game of Promotional Oz Lotto has the same meaning as assigned to it by Section 4 (1) of the Act;
- (xiii) “Director” means a Director of the Board of Directors of the Licensee;
- (xiv) “Division 1 Prize Guarantee” means the Division 1 Prize amounts for a Drawing of a Game of Oz Lotto, determined by the Licensee from time to time;
- (xv) “Drawing” means:
- (1) in relation to a Game of Oz Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xvi) “Drawing Date” in relation to a Game of Oz Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in a Drawing in respect of that Game of Oz Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Oz Lotto;
- (xvii) “Drawing Device” means equipment as Approved by the Minister from time to time used to Conduct a Drawing;
- (xviii) “Employee” means an employee of the Licensee. In other contexts where appropriate “Employee” includes an employee of a Retailer;
- (xix) “Entry” means the Numbers in a Game of Oz Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6 (d)) have been Imprinted on a Ticket, and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) “Entry Coupon” means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Oz Lotto and/or Game of Promotional Oz Lotto via a Computer Linked Terminal;
- (xxi) “Game of Oz Lotto” means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Oz Lotto;
- (xxii) “Game of Promotional Oz Lotto” means a public lottery Conducted for the purpose of promoting a Game of Oz Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Oz Lotto; and
  - (2) no further Subscription or Commission or Syndicate Share Fee is charged;
- (xxiii) “Game Panel” means:
- (1) a separate matrix in relation to an Entry Coupon containing the Numbers from 1 to 45 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates;
- (xxiv) “Imprinted” means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) “Jackpot Drawing” means the next Drawing of a Game of Oz Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of a Game of Oz Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12 (h) Division 1 (i);
- (xxvi) Licensee” means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) “Malfunction” means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;

- (xxviii) “Minister” means the Minister for the time being administering the Act;
- (xxix) “Multiple Draws Entry” means an Entry that is valid for more than one Drawing;
- (xxx) “Multiple Draws Exchange Ticket” means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
  - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxi) “Multiple Draws Ticket” means a Ticket issued in respect of more than one Drawing;
- (xxxii) “Numbers” has the same meaning as Section 5 of the Act;
- (xxxiii) “Operator Licence” means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) “Outlet” means a place at which a Retailer is permitted to accept completed Entries into Games of Oz Lotto and entries into Games of Promotional Oz Lotto;
- (xxxv) “Overseas Authority” means a person who is authorised to Conduct Games of Oz Lotto and Games of Promotional Oz Lotto in Participating Areas overseas;
- (xxxvi) “Participating Area” means a State, Territory or Country in which a person is authorised to Conduct Games of Oz Lotto under a corresponding law;
- (xxxvii) “Player” means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee, a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Oz Lotto and who holds, bears and submits a ticket in the Game of Promotional Oz Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xxxviii) “Prize” means any Prize determined in accordance with Rule 12;
- (xxxix) “Prize Allocation” means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Oz Lotto as specified in Rule 12 (a);
- (xl) “Prize Fund” means an account established under Section 27 of the Act and known as the Oz Lotto Prize Fund Account;
- (xli) “Prize Pool” has the meaning in Rule 12 (b);
- (xlii) “Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) The amounts specified in Rule 12 (c); and
  - (2) An amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xliii) “Product Licence” means the product licence granted to the Licensee to Conduct Games of Oz Lotto and Games of Promotional Oz Lotto pursuant to Section 12 of the Act;
- (xliv) “Provisional Period” means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xlv) “Provisional Prize” is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvi) “Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlvii) “Registered Player” means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlviii) “Registered Syndicate Player” means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (xlix) “Regulation” means a regulation made under the Act;
- (l) “Reseller” means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Oz Lotto and instructions with respect to a Game of Promotional Oz Lotto from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;

- (li) “Retailer” means a person or agent appointed by the Licensee for purposes associated with Games of Oz Lotto and Games of Promotional Oz Lotto Conducted by the Licensee and includes a Reseller;
  - (lii) “Rules” means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (liii) “Second Drawing” means an additional Drawing Conducted as part of a Game of Oz Lotto in accordance with the Rules;
  - (liv) “Selling Fee” means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
  - (lv) “Standard Entry” means an entry referred to in Rule 8;
  - (lvi) “Subscription” means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fees; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (lvii) “Supplementary Numbers” in relation to a Game of Oz Lotto means the eighth and ninth Numbers drawn for each game;
  - (lviii) “Syndicate Entry” is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Oz Lotto or other products is divided into a number of equal shares;
  - (lix) “Syndicate Organiser” is a person referred to in Rule 10;
  - (lx) “Syndicate Player” means a person who:
    - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
    - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
 includes a person who has validly entered a Game of Promotional Oz Lotto and who holds, bears and submits a ticket in the Game of Promotional Oz Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
  - (lxi) “Syndicate Share” means a share of a Syndicate Entry;
  - (lxii) “Syndicate Share Fee” means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
  - (lxiii) “System Entry” means an Entry referred to in Rule 9;
  - (lxiv) “Ticket” means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Oz Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Oz Lotto, and which:
    - (1) contains Entry or Syndicate Share details; and
    - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
    - (3) may include other particulars as determined by the Licensee;
  - (lxv) “Ticket Number” means the numbers and/or letters Imprinted on a Ticket and which constitute official verification of the valid issue of a Ticket in a particular Game of Oz Lotto;
  - (lxvi) “Winning Numbers” in relation to a Game of Oz Lotto (including a Second Drawing) means the first seven Numbers drawn for each Drawing of a Game of Oz Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

## RULE 2 CONDUCT AND DRAWING OF GAMES OF OZ LOTTO AND GAMES OF PROMOTIONAL OZ LOTTO

- (a) These Rules are to be read subject to the Act its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Oz Lotto and Game of Promotional Oz Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Oz Lotto shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game of Oz Lotto.
- (d) Games of Oz Lotto will be drawn on Tuesday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be Conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister’s nominee(s).
- (f) Certification of the validity of a Drawing by the Minister’s nominees shall be final and binding on all Players and Syndicate Players.



- (g) Where a Malfunction in a Drawing Device occurs:
- (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s and/or Supplementary Number/s;
  - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction;
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (h) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (i) The Licensee may Conduct a Game of Promotional Oz Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Oz Lotto in conjunction with another Game of Oz Lotto or separately from a Game of Oz Lotto or otherwise in conjunction with another lottery Conducted by the Licensee.
- (j) A Game of Promotional Oz Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (k) The Prize structure for a Game of Promotional Oz Lotto shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Oz Lotto.
- (l) During the period in which the Licensee accepts entries in a Game of Promotional Oz Lotto some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Oz Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (m) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Oz Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Oz Lotto.
- (n) A ticket in a Game of Promotional Oz Lotto may include one or more Prizes to be won on the same ticket.
- (o) A Game of Promotional Oz Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

### RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on Entry Coupon and Ticket and these Rules shall apply to each Game of Oz Lotto and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Coupon, Ticket or promotional materials, these Rules shall prevail to the extent of any inconsistency.
- (c) These Rules shall apply to each Game of Promotional Oz Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Oz Lotto or a Game of Promotional Oz Lotto, Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) The Rules that are in force at the time of purchase of a Ticket in a Game of Oz Lotto or a Game of Promotional Oz Lotto are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3 (g).
- (i) These Rules will be displayed and made available for inspection at each Outlet.

### RULE 4 OBJECT

The object of the Game of Oz Lotto is to select seven (7) Winning Numbers in a Game Panel.

### RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF OZ LOTTO

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Oz Lotto, before the Close of Acceptance of Entries into that Game of Oz Lotto;
- (i) the Entry or Syndicate Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;



- (iii) the Entry or Syndicate Share details recorded on such Ticket issued under Rule 5 (a) (ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

#### RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Coupon may be used by a Player to enter a Game of Oz Lotto by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved entry (including Automatic Entry) or Syndicate Share made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6 (e) below acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (d) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 15 the following apply –
- (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
  - (ii) A Retailer who has sold an Entry or Syndicate Share into a Game of Lotto may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
  - (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.
- (f) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee, or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee, of the error in the cancellation of a Ticket.
- (h) Where an Entry or Syndicate Share in a Game of Oz Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Selling Fee or Syndicate Share Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Oz Lotto; and
  - (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Oz Lotto; then
- the Retailer shall be liable for and shall meet the cost of the Selling Fee or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Share and in such case, for the purposes of these Rules, such Retailer shall:
- (iii) be considered a Player or Syndicate Player as the case may be; and
  - (iv) be the holder of the Entry or Syndicate Share, as the case may be; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee or Syndicate Share Fee as a debt due and owing to the Licensee.

- (i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (j) A Reseller has no authority to verify the accuracy or completion by a Player or a Syndicate Player of any part of an Entry Coupon or any other approved Entry or Syndicate Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Oz Lotto by a Player or Syndicate Player with a Reseller does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player using a Reseller to submit an Entry Coupon or any other approved Entry or Syndicate Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon or any other approved Entry or Syndicate Share, the issue of any Ticket and the payment of any Prize.
- (k) Neither the Licensee nor a Retailer shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (l) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

#### RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedule 1. By entering a Game of Oz Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Oz Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

#### RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of seven (7) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, seven (7) Numbers shall have been marked in each Game Panel completed on the Entry Coupon.
- (d) The minimum number of Standard Entries that can be played is:
  - (i) one (1) Game Panel where entry is made via an Entry Coupon; or
  - (ii) one (1) Game Panel where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
  - (iii) four (4) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8 (d) (ii).
- (e) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each Standard Entry is set out in Schedule 1.

#### RULE 9 SYSTEM ENTRY

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a System Entry:
  - (i) For a System 8 to 20 Entry, 8 to 20 numbers shall be selected in a Game Panel;
  - (ii) For a System 5 or 6 Entry, 5 or 6 numbers shall be selected in a Game Panel.
- (d) Where an Entry Coupon is used to effect a System Entry the appropriate System area on the Entry Coupon shall be marked.
- (e) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each System Entry is set out in Schedule 1.

#### RULE 10 SYNDICATE ENTRY

- (a) A Syndicate Entry may be formed by:
  - (i) the Licensee;
  - (ii) a Retailer;

- (iii) a group of two (2) or more Retailers and each will be known as “Syndicate Organisers”.
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
- (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry.
  - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
    - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
    - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
    - (3) in accordance with Rule 10 (b) (iii) (2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share.
  - (iii) for a Syndicate Entry formed by the Licensee:
    - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
    - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player.
  - (iv) if a Syndicate Share is issued under Rule 10 (b) (i), 10 (b) (ii) (1), 10 (b) (ii) (2), or 10 (b) (ii) (3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.
- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
- (i) is not eligible to be entered into a Game of Oz Lotto; and
  - (ii) shall not be included in a Drawing; and
- no person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.
- (i) A Syndicate Share may not be purchased by post from the Licensee.

#### RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Oz Lotto or a Game of Promotional Oz Lotto.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share.
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f) (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13 (b) (iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11 (f) (i) should be addressed:
- The Chief Executive Officer  
New South Wales Lotteries;  
Email to: [Customersupport@nswlotteries.com.au](mailto:Customersupport@nswlotteries.com.au); or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151
- or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry or, in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the first Game of Oz Lotto relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6 (e), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Oz Lotto
  - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Oz Lotto;
  - (ii) Without limiting Rule 11 (k) (i), the form of entry in a Game of Promotional Oz Lotto may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document;
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Game of Promotional Oz Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Oz Lotto:
    - (1) constitutes the Player's or Syndicate Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Oz Lotto.

#### RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Oz Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Oz Lotto shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Oz Lotto shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions, and shall be used to:
  - (i) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12 (h);
  - (ii) fund any prize payable pursuant to Rule 12 (i), Rule 12 (j) and Rule 12 (k).
- (d) Prizes for each Game of Oz Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12 (h) Division 1, Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.
- (g) Subject to Rule 12 (f), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.
- (h) The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund.
- (i) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified.
  - Division 1 –
    - (i) A Prize of an amount equal to 40% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains all seven (7) Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee;

- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize Reserve Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, contains all seven (7) Winning Numbers in the Jackpot Drawing; provided that no such additional jackpotting shall be effected for more than twenty five (25) consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty five (25) consecutive games of that type and there is no such Prize payable in respect of any Entry or Syndicate Entry in the next (or 26th) consecutive game of that type, then the total Prize money payable in respect of such additions or jackpot, when added to the Division 1 Prize payable in respect of such 26th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry.

Division 2 –

A Prize of an amount equal to 1.7% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains six (6) but not more than six (6) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

Division 3 –

A Prize of an amount equal to 3.5% of the Prize Pool, or where there is no Prize winner in Division 2, 5.2% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which, contains six (6) but no more than six (6) of the seven (7) Winning Numbers.

Division 4 –

A Prize of an amount equal to 1.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains five (5) but not more than five (5) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

Division 5 –

A Prize of an amount equal to 2.1% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the seven (7) Winning Numbers.

Division 6 –

A Prize of an amount equal to 24% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the seven (7) Winning Numbers.

Division 7 –

A Prize of an amount equal to 26.9% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

(j) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Oz Lotto provided that:

- (i) the Second Drawing shall be Conducted following the Drawing of the Oz Lotto Game;
- (ii) an Entry or Syndicate Entry made in respect of a Game of Oz Lotto shall be automatically entered into the Second Drawing in respect of that Game of Oz Lotto and such Entry or Syndicate Entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
- (v) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
- (vi) the Second Drawing shall not constitute a separate Game of Oz Lotto but shall be part of the normal weekly Game of Oz Lotto.

(k) A Game of Oz Lotto may include:

- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or
- (iii) Prizes paid pursuant to Rule 12(i)

Any such Prize or Prizes may be paid in monetary terms or in kind.

(l) Prizes in a Game of Promotional Oz Lotto

- (i) The Prizes payable in a Game of Promotional Oz Lotto may consist of one or more of the following:
  - (1) money;
  - (2) holidays;



- (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Game of Oz Lotto or another lottery Conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Oz Lotto must not consist of or include tobacco.
  - (iii) A Prize in a Game of Promotional Oz Lotto must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (m) Determination of Prizes in a Game of Promotional Oz Lotto
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Oz Lotto;
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Oz Lotto Conducted by it;
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Oz Lotto, including (but not limited to) the following:
    - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
    - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
    - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
    - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
    - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent;
  - (iv) The Prizes in a Game of Promotional Oz Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Oz Lotto.

#### RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Oz Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the Winning Numbers and the Supplementary Numbers;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
  - (iv) the value of each Prize Division and the number of Prize Winners in each Prize Division.
- (b) Following each Drawing of a Game of Oz Lotto the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11 (f) (i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 14 (a), 14 (b), 14 (i) and 14 (k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Oz Lotto as soon as possible after the completion of such Game of Promotional Oz Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

#### RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Oz Lotto:
  - (i) Other than as provided for Registered Players or Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of any Division 1 Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 14 (a) (i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Division 1 Prize) will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) hereof.



- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim a Provisional Prize in accordance with Rule 14 (b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14 (d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the Prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer. Prizes not so claimed will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account after a period of time determined by the Chief Executive Officer.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (g) Subject to Rules 14 (a), 14 (b), 14 (c), 14 (d), 14 (e) and 14 (f) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with a Multiple Draws Exchange Ticket for any subsequent valid Drawings. For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket.
- (h) A Prize or, in the case of a Syndicate Entry, as share of a Prize, not paid by a Retailer in accordance with Rule 14 (f) will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
- (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize (or in the case of a Syndicate Entry a share of a Division 1 Prize) pursuant to Rule 14 (b) and who has not been notified within five (5) days in accordance with Rule 14 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal ; or
- (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14 (l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.
- A claim not received in accordance with this Rule 14 (i) will be rejected and the Licensee shall have no liability in relation thereto.
- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14 (i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not has not been paid in accordance with Rule 14 (e);
- must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14 (l).
- (l) The particulars required in accordance with the provisions of Rules 14 (a), 14 (b), 14 (i), and 14 (k) are:
- (i) the name and address of the Player or Syndicate Player;
- (ii) the Ticket Number;
- (iii) the Numbers included on the relevant numbered line on the Ticket;
- (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
- (vi) such further evidence or information as the Licensee requires.

- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or Share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1 (a) (xxxvii) or elements (1) or (2) contained in Rule 1 (a) (lx) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14 (i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.  
Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (w) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player or Syndicate Player;
- the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (x) A Prize or share of a Prize may be claimed through a Retailer or by mail direct to:
- The Chief Executive Officer  
New South Wales Lotteries  
PO Box 6687  
Silverwater NSW 2128
- or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize or a share of a Prize must be forwarded by the Player to the Licensee direct.
- (y) Any Prize or share of a Prize to be paid in accordance with Rule 12 (i) or Rule 12 (k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.

- (z) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (bb) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (cc) Payment of Prizes in a Game of Promotional Oz Lotto
  - (i) A Prize is not payable in a Game of Promotional Oz Lotto unless:
    - (1) the entry submitted in a Game of Promotional Oz Lotto is in the form determined by the Chief Executive Officer under Rule 11 (k) (i);
    - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Oz Lotto, the Ticket in the Game of Oz Lotto must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Oz Lotto is valid; and
    - (3) the claimant has complied with all conditions relating to the Game of Promotional Oz Lotto advertised under Rule 12 (l) (ii).
  - (ii) The Licensee may record on an entry in a Game of Promotional Oz Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional Oz Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Oz Lotto, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 15 DISQUALIFICATIONS

- (a) Notwithstanding that:
  - (i) acceptance of Entries or Syndicate Shares into a Game of Oz Lotto has closed;
  - (ii) a Ticket may have issued; or
  - (iii) a Drawing has occurred in respect of a Ticket;an Entry or a Syndicate Share in a Game of Oz Lotto or entry in a Game of Promotional Oz Lotto may be disqualified and no Prize claim shall be made in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry or a Syndicate Share in a Game of Oz Lotto which is disqualified shall automatically be void and cancelled.
- (b) The reason for disqualification may include but are not limited to:
  - (i) tender of insufficient Selling Fee or, in the case of a Syndicate Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player or Syndicate Player had defaulted in payment of any previous Selling Fee or Syndicate Share Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Selling Fee paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Share.
- (d) If an Entry or Syndicate Entry that would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15 (d) then:
  - (i) in the case of a Division 1 Prize, the provisions of Rule 12 (h) (ii) will apply;
  - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12 (i) Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 as the case may be.

#### RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of Oz Lotto or a Game of Promotional Oz Lotto a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any Ticket having been issued in respect of an Entry in a Game of Oz Lotto which is disqualified in accordance with Rule 15 shall automatically be void and cancelled.

- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Oz Lotto for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or a Syndicate Player who claims a share of a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Oz Lotto. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Oz Lotto or Game of Promotional Oz Lotto; and
  - (ii) without prejudice to the generality of Rule 16 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize;
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Oz Lotto or entry in a Game of Promotional Oz Lotto received by way of Entry Coupon or Automatic Entry.
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) without prejudice to the generality of Rule 16 (d) (i) and Rule 16 (d) (ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;
    - (4) the receipt of a Prize claim form;
    - (5) the processing of a Prize claim;
    - (6) the payment of a Prize;
    - (7) the cancellation of a Ticket; and
  - (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Oz Lotto or Game of Promotional Oz Lotto; and
  - (ii) without prejudice to the generality of Rule 16 (e) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Oz Lotto or entry in a Game of Promotional Oz Lotto received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Oz Lotto or Game of Promotional Oz Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Oz Lotto, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.

- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission in respect of an Entry by a Retailer, on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16 (a) to 16 (j) inclusive as those protected by said Rules.

#### RULE 17 EFFECTIVE DATE

- (a) The Oz Lotto Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be Conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

#### RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL OZ LOTTO

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Game of Promotional Oz Lotto.

#### SCHEDULE 1

#### SELLING FEES PAYABLE FOR THE GAME OF OZ LOTTO

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Game	1	\$1.20	\$1.10	\$0.10
2 Games	2	\$2.40	\$2.20	\$0.20
3 Games	3	\$3.60	\$3.30	\$0.30
4 Games	4	\$4.80	\$4.40	\$0.40
5 Games	5	\$6.00	\$5.50	\$0.50
6 Games	6	\$7.20	\$6.60	\$0.60
7 Games	7	\$8.40	\$7.70	\$0.70
8 Games	8	\$9.60	\$8.80	\$0.80
9 Games	9	\$10.80	\$9.90	\$0.90
10 Games	10	\$12.00	\$11.00	\$1.00
11 Games	11	\$13.25	\$12.10	\$1.15
12 Games	12	\$14.45	\$13.20	\$1.25
13 Games	13	\$15.65	\$14.30	\$1.35
14 Games	14	\$16.85	\$15.40	\$1.45
15 Games	15	\$18.05	\$16.50	\$1.55
16 Games	16	\$19.25	\$17.60	\$1.65
17 Games	17	\$20.45	\$18.70	\$1.75
18 Games	18	\$21.65	\$19.80	\$1.85
19 Games	19	\$22.85	\$20.90	\$1.95
20 Games	20	\$24.05	\$22.00	\$2.05
21 Games	21	\$25.25	\$23.10	\$2.15
22 Games	22	\$26.45	\$24.20	\$2.25
23 Games	23	\$27.65	\$25.30	\$2.35
24 Games	24	\$28.85	\$26.40	\$2.45
25 Games	25	\$30.05	\$27.50	\$2.55
26 Games	26	\$31.25	\$28.60	\$2.65



<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
27 Games	27	\$32.45	\$29.70	\$2.75
28 Games	28	\$33.65	\$30.80	\$2.85
29 Games	29	\$34.85	\$31.90	\$2.95
30 Games	30	\$36.05	\$33.00	\$3.05
31 Games	31	\$37.25	\$34.10	\$3.15
32 Games	32	\$38.45	\$35.20	\$3.25
33 Games	33	\$39.70	\$36.30	\$3.40
34 Games	34	\$40.90	\$37.40	\$3.50
35 Games	35	\$42.10	\$38.50	\$3.60
36 Games	36	\$43.30	\$39.60	\$3.70
37 Games	37	\$44.50	\$40.70	\$3.80
38 Games	38	\$45.70	\$41.80	\$3.90
39 Games	39	\$46.90	\$42.90	\$4.00
40 Games	40	\$48.10	\$44.00	\$4.10
41 Games	41	\$49.30	\$45.10	\$4.20
42 Games	42	\$50.50	\$46.20	\$4.30
43 Games	43	\$51.70	\$47.30	\$4.40
44 Games	44	\$52.90	\$48.40	\$4.50
45 Games	45	\$54.10	\$49.50	\$4.60
46 Games	46	\$55.30	\$50.60	\$4.70
47 Games	47	\$56.50	\$51.70	\$4.80
48 Games	48	\$57.70	\$52.80	\$4.90
49 Games	49	\$58.90	\$53.90	\$5.00
50 Games	50	\$60.10	\$55.00	\$5.10
System 5	780	\$937.80	\$858.00	\$79.80
System 6	39	\$46.90	\$42.90	\$4.00
System 8	8	\$9.60	\$8.80	\$0.80
System 9	36	\$43.30	\$39.60	\$3.70
System 10	120	\$144.30	\$132.00	\$12.30
System 11	330	\$396.75	\$363.00	\$33.75
System 12	792	\$952.20	\$871.20	\$81.00
System 13	1,716	\$2,063.15	\$1,887.60	\$175.55
System 14	3,432	\$4,126.30	\$3,775.20	\$351.10
System 15	6,435	\$7,736.80	\$7,078.50	\$658.30
System 16	11,440	\$13,754.30	\$12,584.00	\$1,170.30
System 17	19,448	\$23,382.35	\$21,392.80	\$1,989.55
System 18	31,824	\$38,262.00	\$35,006.40	\$3,255.60
System 19	50,388	\$60,581.50	\$55,426.80	\$5,154.70
System 20	77,520	\$93,202.30	\$85,272.00	\$7,930.30

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 1, multiplied by the number of draws that the Entry is entered into.



**PUBLIC LOTTERIES ACT 1996****SOCCER FOOTBALL POOLS – APPROVAL OF RULES**

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, pursuant to section 23 (1) of the Public Lotteries Act 1996 DO HEREBY APPROVE the Rules for the conduct of Games of Soccer Football Pools and Games of Promotional Soccer Football Pools by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from the date of Gazettal.

Dated this 14th day of October 2013.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

**Soccer Football Pools Rules**

IT is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Pools and Promotional Pools. In accordance with section 23 (3) (b) of the Act, these Rules take effect on and from date of gazettal. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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**SCHEDULES****SCHEDULE 1 – SELLING FEES PAYABLE FOR THE POOLS****RULE 1 DEFINITIONS**

(a) In these Rules unless inconsistent with the context:

- (i) “Act” means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (ii) “Advance Entry” means an Entry or Syndicate Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee.
- (iii) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Pools;
- (iv) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player or Syndicate Player from whom a Reseller accepts a Subscription;
- (v) “Approved” means approved in writing by the Minister;
- (vi) “Authority” means the body or bodies responsible for declaring the outcome of Matches;
- (vii) “Automatic Entry” means an Entry or Syndicate Entry in respect of a Game of Pools made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
  - (1) the selection of Numbers is made by way of Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
  - (2) the Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
- (viii) “Away Win” means the team named as printed on the right hand column of the List of Matches and “Away Win” or “Win for Away Team” shall mean a result where the team so printed has or is taken to have scored more goals in the Match than the team printed opposite in the left hand column;

- (ix) "Bloc Administrator" means the Australian lottery organisation for the time being responsible for administering the Game of Pools, including approving the List of Matches and arranging for their publication;
- (x) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (g);
- (xi) "Close of Acceptance" means the day and time of day determined by the Licensee after which Entries and/or Syndicate Entries will not be accepted;
- (xii) "Commission" means an amount:
- (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person's capacity as a Retailer); and
  - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xiii) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers, or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Pools or Games of Promotional Pools;
- (xiv) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of Pools;
  - (2) a Syndicate Entry in a Game of Pools;
  - (3) a Syndicate Player's Syndicate Share in a Game of Pools; and
  - (4) where appropriate a Player's entry in a Game of Promotional Pools
- (xv) "Conduct" in relation to a Game of Pools and a Game of Promotional Pools has the same meaning as assigned to it by Section 4 (1) of the Act;
- (xvi) "Director" means a Director of the Board of Directors of the Licensee;
- (xvii) "Drawing" means:
- (1) in relation to a Game of Pools (but not including a Second Drawing) the selection of the Winning Numbers and the Supplementary Number;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers using a Drawing Device;
- (xviii) "Drawing Date" means the date or dates fixed for the playing of the Matches the subject of a Game of Pools;
- (xix) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xxi) "Entry" means the Numbers in a Game of Pools which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6 (g)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;
- (xxii) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Pools and/or a Game of Promotional Pools via a Computer Linked Terminal;
- (xxiii) "Game of Pools" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Pools;
- (xxiv) "Game of Promotional Pools" means a public lottery Conducted for the purpose of promoting a Game of Pools, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Pools; and
  - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxv) "Game Panel" means:
- (1) a separate matrix in relation to an Entry Coupon containing the Numbers from 1 to 38 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates.
- (xxvi) "Home Win" means the team named as printed on the left hand column of the List of Matches and "Home Win" or "Win for Home Team" shall mean a result where the team so printed has or is taken to have scored more goals in the Match than the team printed opposite in the right hand column;
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Drawing" means the next Drawing of a Game of Pools (other than a Second Drawing) as approved by Licensee following the Drawing of a Game of Pools (other than a Second Drawing) where there is no winner in accordance with Rule 12 (h) Division 1 (i);
- (xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxx) "List of Matches" means a listing of Matches approved and published from time to time by the Licensee;

- (xxxix) “Malfunction” means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxxii) “Match” means a game of soccer played between a Home Team and an Away Team;
- (xxxiii) “Minister” means the Minister for the time being administering the Act;
- (xxxiv) “Misprint” means any information contained in the List of Matches that is found to be incorrect information by the Bloc Administrator and the Licensee;
- (xxxv) “Multiple Draws Entry” means an Entry that is valid for more than one Drawing;
- (xxxvi) “Multiple Draws Exchange Ticket” means a Ticket issued to a Player;
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
  - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s;
- (xxxvii) “Multiple Draws Ticket” means a Ticket issued in respect of more than one Drawing;
- (xxxviii) “Numbers” has the same meaning as Section 5 of the Act;
- (xxxix) “Operator Licence” means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xl) “Outlet” means a place at which a Retailer is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional Lotto;
- (xli) “Overseas Authority” means a person who is authorised to Conduct Games of Pools and Games of Promotional Pools in Participating Areas overseas;
- (xlii) “Participating Area” means a State, Territory or Country in which a person is authorised to Conduct Games of Pools under a corresponding law;
- (xliii) “Player” means a person who;
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee, a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Pools and who holds, bears and submits a ticket in the Game of Promotional Pools to the Licensee, a Retailer or a Reseller for the purposes of receiving a Prize;
- (xliv) “Prize” means any Prize determined in accordance with Rule 12;
- (xlv) “Prize Allocation” means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Pools as specified in Rule 12 (a);
- (xlvi) “Prize Fund” means an account established under Section 27 of the Act and known as the Pools Prize Fund Account;
- (xlvii) “Prize Pool” has the meaning in Rule 12 (b);
- (xlviii) “Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 12 (c); and
  - (2) an amount representing any unclaimed Prizes subject to a direction under Section 27A of the Act;
- (xlix) “Product Licence” means the product licence granted to the Licensee to Conduct Games of Pools and Games of Promotional Pools pursuant to Section 12 of the Act;
- (l) “Provisional Period” means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing of a Game of Pools, and which shall be no longer than twenty one (21) consecutive calendar days;
- (li) “Provisional Prize” is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (lii) “Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (liii) “Registered Player” means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;

- (liv) “Registered Syndicate Player” means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
  - (lv) “Regulation” means a regulation made under the Act;
  - (lvi) “Reseller” means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Pools and instructions in respect of a Game of Promotional Pools from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
  - (lvii) “Results” means the outcome of Matches as declared by an Authority prior to the next Drawing Date. Result shall have a corresponding meaning;
  - (lviii) “Rules” means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (lix) “Second Drawing” means an additional Drawing conducted as part of a Game of Pools in accordance with the Rules;
  - (lx) “Selling Fee” means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
  - (lxi) “Standard Entry” means the Entry referred to in Rule 8;
  - (lxii) “Subscription” means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fees; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (lxiii) “Supplementary Number” in relation to a Game of Pools means the seventh highest ranked Number determined in accordance with Rule 6;
  - (lxiv) “Syndicate Entry” is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Pools or other products, is divided into a number of equal shares;
  - (lxv) “Syndicate Organiser” is a person referred to in Rule 10;
  - (lxvi) “Syndicate Player” means a person who:
    - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
    - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
 includes a person who has validly entered a Game of Promotional Pools and who holds, bears and submits a ticket in the Game of Promotional Pools to the Licensee or a Retailer for the purposes of receiving a Prize;
  - (lxvii) “Syndicate Share” means a share of a Syndicate Entry;
  - (lxviii) “Syndicate Share Fee” means the amount payable by a Syndicate Player to participate in a Syndicate comprising of the relevant appointment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
  - (lxix) “System Entry” means an Entry referred to in Rule 9;
  - (lxx) “Ticket” means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Pools or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Pools, and which:
    - (1) contains Entry or Syndicate Share details; and
    - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
    - (3) may include other particulars as determined by the Licensee;
  - (lxxi) “Ticket Number” means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
  - (lxxii) “Void Match” means a Match that is declared by the Bloc Administrator and the Licensee to be ineligible to be used in the determination of Winning Numbers or the Supplementary Number;
  - (lxxiii) “Winning Numbers” in relation to a Game of Pools means the six highest ranked Numbers determined in accordance with Rule 6;
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

## RULE 2 CONDUCT AND DRAWING OF GAMES OF POOLS AND GAMES OF PROMOTIONAL POOLS

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Pools and Game of Promotional Pools.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.

- (c) Winning Numbers and the Supplementary Number will be determined by the Bloc Administrator and the Licensee on the first working day following the determination of the Results.
- (d) In the event that there are insufficient Match results (including those in respect of reserve Matches substituted for Void Matches) to determine the six Winning Numbers and the Supplementary Number, a Reserve Draw will be conducted on the Monday following the conclusion of the relevant Draw whereby:
  - (i) the balls to be used initially will be numbered from 1 to 38; and
  - (ii) the numbered balls corresponding to the Winning Numbers already determined in accordance with Rule 2 (c) will be removed and the Reserve Draw will be conducted with only those remaining numbered balls; and
  - (iii) the number of balls required to be drawn to constitute the full complement of six Winning Numbers and one Supplementary Number will be drawn.
- (e) Where a Malfunction in a Drawing Device occurs:
  - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or the Supplementary Number;
  - (ii) in the event that any Winning Number/s and/or the Supplementary Number are still to be selected after the Malfunction:
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and the Supplementary Number are drawn.
- (f) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (g) The Licensee may Conduct a Game of Promotional Pools in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Pools in conjunction with another Game of Pools or separately from a Game of Pools or otherwise in conjunction with another lottery Conducted by the Licensee.
- (h) A Game of Promotional Pools shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (i) The Prize structure for a Game of Promotional Pools shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Pools.
- (j) During the period in which the Licensee accepts entries in a Game of Promotional Pools some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Pools leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (k) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Pools of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Pools.
- (l) A ticket in a Game of Promotional Pools may include one or more Prizes to be won on the same ticket.
- (m) A Game of Promotional Pools may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

### RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Coupon and Ticket and these Rules shall apply to each Game of Pools and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Coupon, Ticket or promotional materials these Rules shall prevail to the extent of any inconsistency.
- (c) These Rules shall apply to each Game of Promotional Pools and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Pools or a Game of Promotional Pools, Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) The Rules that are in force at the time of purchase of a Ticket in a Game of Pools or a Game of Promotional Pools are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.



- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3 (f).
- (i) These Rules will be displayed and made available for inspection at each Outlet.

#### RULE 4 OBJECT

The object of the Game of Pools is to select six (6) Winning Numbers in a Game Panel.

#### RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POOLS

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Pools, before the Close of Acceptance of Entries into that Game of Pools;
  - (i) the Entry or Syndicate Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry or a Syndicate Share details recorded on such Ticket issued under Rule 5 (a) (ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.
- (b) Any ticket issued shall be subject to Rule 6 hereof.

#### RULE 6 RULES APPLYING TO ENTRY COUPONS AND TICKETS

- (a) An Entry Coupon may be used by a Player to enter a Game of Pools by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) The List of Matches will be published as soon as possible after being approved by the Bloc Administrator and the Licensee and will be made available to Players on request.
- (c) Subject to Rules 6 (d) and 6 (e), to determine the Winning Numbers and the Supplementary Number the Matches represented by the Numbers in a Game Panel will be taken to have an order of rank depending on the Results of those Matches in accordance with (i), (ii), (iii), (iv) and (v) herein (but having regard to (vi) and (vii) herein) and for the purposes of Rule 12 (h) the six highest ranked Numbers shall be the Winning Numbers and the seventh highest ranked Number shall be the Supplementary Number.
  - (i) Score Draw – Numbers representing Matches where the Result is a Score Draw will be ranked higher than any other Number and a Number representing a Match where the Result is a Score Draw wherein more goals are scored will be ranked higher than a Number representing a Match where the Result is a Score Draw wherein fewer goals are scored.
  - (ii) Nil Score Draw (no goals scored) – Numbers representing Matches with Nil Score Draws will be ranked equally and such Numbers shall be ranked higher than Numbers representing Matches where the Result is an Away Win or a Home Win.
  - (iii) Win for Away Team – Numbers representing Matches where the Result is a Win for the Away Team shall be ranked higher than Numbers representing Matches where the Result is a Win for a Home Team. Numbers representing Matches where the Result is an Away Win with a smaller goal difference shall be ranked higher than Numbers representing Matches where the Result is an Away Win with a greater goal difference. Where there are two or more Numbers representing Matches where the Results are Away Wins with the same goal difference Numbers representing matches where the Results are Away Wins wherein more goals are scored shall be ranked higher than Numbers representing Matches where the Results are Away Wins wherein fewer goals are scored.
  - (iv) Win for Home Team – Numbers representing Matches where the Result is a Win for the Home Team with a smaller goal difference shall be ranked higher than Numbers representing Matches where the Result is a Win for Home Team with a greater goal difference. Where there are two or more Numbers representing Matches where the Results are Home Wins with the same goal difference Numbers representing Matches where the Results are Home Wins wherein more goals are scored shall be ranked higher than Numbers representing Matches where the Results are Home Wins wherein fewer goals are scored.
  - (v) In the event that two or more Numbers in a Game Panel are or are taken to be of equal rank in accordance with Rule 6 (c) (i), (ii), (iii) or (iv) and subject to Rule 6 (d) and 6 (e) any such Number with a greater magnitude shall be ranked higher than any such Number with a lesser magnitude.
  - (vi) A reference in Rules 6 (c) (i), (iii) and (iv) to "more goals" or "fewer goals" refers to the total number of goals scored by both the Away Team and the Home Team in a Match.
  - (vii) If there are insufficient Results in accordance with Rule 6 (c) (i) to determine the Winning Match Numbers and the Supplementary Match Number, then the Results in accordance with Rule 6 (c) (ii) shall be taken into account and if still insufficient then the Results in accordance with Rule 6 (c) (iii) shall be taken into account and if still insufficient then the Results in accordance with Rule 6 (c) (iv) shall be taken into account.

- (d) In the event that any Number in a Panel represents a Void Match the Result of such Void Match will be taken to be the Result of the first Number (not representing a Void Match) on the List of Matches from number 39 and onwards and the second such Void Match will be deemed to be the Result of the second Number (not representing a Void Match) on the List of Matches from number 39 onwards and so on in ascending numerical sequence for each such Void Match.
- (e) Where there are insufficient Results in accordance with Rule 6 (c) to determine all Winning Numbers and/or the Supplementary Number, such Winning Number/s and/or Supplementary Number shall be determined by a Drawing Device.
- (f) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) or Syndicate Share completed or made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (g) Subject to Rule 6 (i) below, acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (h) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (i) Without limiting the provisions of Rule 15 the following apply –
- (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
- (ii) A Retailer who has sold an Entry or Syndicate Share into a Game of Pools may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
- (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee, prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.
- (j) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share, in respect of such Entry or Syndicate Entry Share.
- (k) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee, of the error in the cancellation of a Ticket.
- (l) Where an Entry or Syndicate Share in a Game of Pools has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Selling Fee or Syndicate Share Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Pools; and
- (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Pools; then
- (iii) the Retailer shall be liable for and shall meet the cost of the Selling Fee or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Share and in such case, for the purposes of these Rules, such Retailer shall:
- (iv) be considered a Player or Syndicate Player as the case may be; and
- (v) be the holder of the Entry or Syndicate Share, as the case may be; and
- (vi) owe the Licensee the amount of the unpaid Selling Fee or Syndicate Share Fee as a debt due and owing to the Licensee.
- (m) The Licensee shall not be liable for any errors or omissions in respect of a Registered Player's selections as recorded on the Computer Records. It is the responsibility of the Registered Player to check that the Numbers and other details shown on a Ticket are correct.

- (n) A Reseller has no authority to verify the accuracy or completion by a Player or Syndicate Player of any part of an Entry Coupon or any other approved Entry or Syndicate Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Pools by a Player or Syndicate Player with a Reseller does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player utilising a Reseller to submit an Entry Coupon or any other approved Entry or Syndicate Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon, or any other approved Entry or Syndicate Entry Share, the issue of any Ticket and the payment of any Prize.
- (o) Neither the Licensee nor a Retailer shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (p) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

#### RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission i as specified in Schedule 1 in respect of the Game of Pools. By entering a Game of Pools the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Pools a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

#### RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, six (6) Numbers shall have been marked in each Game Panel completed on the Entry Coupon.
- (d) The minimum number of Standard Entries that can be played is:
  - (i) four (4) Game Panels where entry is made via an Entry Coupon; or
  - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
  - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8 (d) (ii).
- (e) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and or the central processing computer equipment.
- (f) The Selling Fee payable for each Standard Entry for the Game of Pools is set out in Schedule 1.

#### RULE 9 SYSTEM ENTRY

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a System Entry:
  - (i) For a System 7 to 20 Entry, 7 to 20 numbers shall be selected in a Game Panel; or
  - (ii) For a System 4 or 5 Entry, 4 or 5 numbers shall be selected in a Game Panel.
- (d) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (e) The Selling Fee payable for each System Entry is set out in Schedule 1.

#### RULE 10 SYNDICATE ENTRY

- (a) A Syndicate Entry may be formed by:
  - (i) the Licensee;
  - (ii) a Retailer;
  - (iii) a group of two (2) or more Retailersand each will be known as "Syndicate Organisers".
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
  - (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry; or

- (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
    - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
    - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
    - (3) in accordance with Rule 10 (b) (iii) (2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;
  - (iii) for a Syndicate Entry formed by the Licensee:
    - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
    - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player
  - (iv) if a Syndicate Share is issued under Rule 10 (b) (i), 10 (b) (ii) (1), 10 (b) (ii) (2), or 10 (b) (ii) (3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
  - (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
  - (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.
  - (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
    - (i) is not eligible to be entered into a Game of Pools; and
    - (ii) shall not be included in a Drawing; andno person or other legal entity is entitled to receive any Prize.
  - (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
  - (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

#### RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Pools or a Game of Promotional Pools.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share;
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
  - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13 (b) (i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication;
  - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11 (f) (i) should be addressed:  
The Chief Executive Officer  
New South Wales Lotteries;  
Email to: [Customersupport@nswlotteries.com.au](mailto:Customersupport@nswlotteries.com.au); or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151  
or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.

- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the close of acceptance of Entries into the Game of Pools relating to that Entry or Syndicate Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6 (i), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Pools
  - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Pools;
  - (ii) Without limiting Rule 11 (k) (i), the form of entry in a Game of Promotional Pools may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document;
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Game of Promotional Pools is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Pools:
    - (1) constitutes the Player's or Syndicate Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Pools.

#### RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Pools shall be not less than fifty five percent (55%) of Subscriptions.
- (b) The Prize Pool in a Game of Pools shall be funded from the Prize Allocation and shall be not less than fifty percent (50%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Pools shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions and shall be used to:
  - (i) supplement Division 1 prizes in accordance Rule 12 (h);
  - (ii) fund any prize payable pursuant to Rule 12 (k), Rule 12 (l) and Rule 12 (m).
- (d) Prizes for each Game of Pools shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12 (h) Division 1, Division 2, Division 3, Division 4 and Division 5.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.
- (g) Subject to Rule 12 (f), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.
- (h) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than Division 1 shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool.

##### Division 1:

- (i) A Prize of an amount equal to 65% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains all six (6) Winning Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 65% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, contains all six (6) Winning Numbers in the Jackpot Drawing

##### Division 2:

A Prize of an amount equal to 2% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with the Supplementary Number.

##### Division 3:

A Prize of an amount equal to 6% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains five (5) but no more than (5) of the six (6) Winning Numbers.



## Division 4:

A Prize of an amount equal to 15% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains four (4) but not more than four (4) of the six (6) Winning Numbers.

## Division 5:

A Prize of an amount equal to 12% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains three (3) but no more than three (3) of the six (6) Winning Numbers together with the Supplementary Number.

- (i) If any Prize in a Division payable pursuant to Rule 12 (h) is less than any Prize payable in any lower ranked Division the amounts allocated to such Division and the amount allocated to all lower ranked Divisions shall be aggregated and shall be shared equally between all the Entries and/or Syndicate Entries each of which contains the appropriate number of Winning Numbers (including Supplementary Number if relevant) for such Divisions.
- (j) If any Prize computed in accordance with Rule 12 (h) (and after any application of Rule 12 (i)) is less than \$1.00 then the Prize which would otherwise be payable shall be increased so that the amount is \$1.00.

## (k) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Pools, provided that:

- (i) the Second Drawing shall be conducted following the determination of the Winning Numbers;
  - (ii) an Entry or Syndicate Entry made in respect of a Game of Pools shall be automatically entered into the Second Drawing in respect of that Game of Pools and such Entry or Syndicate Entry shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
  - (v) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
  - (vi) the Second Drawing shall not constitute a separate Game of Pools but shall be part of the normal weekly Game of Pools.
- (l) A Game of Pools may include:
- (i) an additional Prize or Prizes; and/or
  - (ii) Prizes paid on special occasions; and/or
  - (iii) Prizes paid pursuant to Rule 12 (m).

Any such Prize or Prizes may be paid in monetary terms or in kind.

## (m) Prizes in a Game of Promotional Pools

- (i) The Prizes payable in a Game of Promotional Pools may consist of one or more of the following:
  - (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Game of Pools or another lottery Conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Pools must not consist of or include tobacco.
- (iii) A Prize in a Game of Promotional Pools must not consist of or include liquor within the meaning of the Liquor Act 1982.

## (n) Determination of Prizes in a Game of Promotional Pools

- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Pools.
- (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Pools Conducted by it.
- (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Pools, including (but not limited to) the following:
  - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
  - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
  - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;

- (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
  - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
- (iv) The Prizes in a Game of Promotional Pools are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Pools.

#### RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following determination of the Winning Match Numbers and Supplementary Match Number in respect of a Game of Pools the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after such determination:
- (i) the Winning Numbers and the Supplementary Number;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of each Prize Division and the number of Prize Winners;
- (b) Following determination of the Winning Numbers and Supplementary Number in respect of each Game of Pools the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after such determination:
- (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11 (f) (i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 14 (a), 14 (b), 14 (i) and 14 (k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Pools as soon as possible after the completion of such Game of Promotional Pools.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

#### RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Pools:
- (i) Other than as provided for Registered Players, or Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of any Division 1 Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with this Rule 14 (a) (i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize (or, in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Division 1 Prize) will be notified personally or by mail within five (5) calendar days after completion of that Game of Pools. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim a Provisional Prize in accordance with Rule 14 (b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14 (d) hereof.
- (d) A Provisional Prize or Share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the Prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal as soon as practicable after the Drawing, and not later than period of time determined by the Chief Executive Officer. Prizes not so claimed will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account after a period of time determined by the Chief Executive Officer.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following completion of that Game of Pools.
- (g) Subject to Rules 14 (a), 14 (b), 14 (c), 14 (d) and 14 (e) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with a Multiple Draws Exchange Ticket for any subsequent valid

Drawings. For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket.

- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14 (f) will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a player's nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
- (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize (or in the case of a Syndicate Entry a share of a Division 1 Prize) pursuant to Rule 14 (b) and who has not been notified within five (5) days in accordance with Rule 14 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
- (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14 (l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the relevant Drawing of the Game of Pools, starting on the day immediately following the date of the Drawing. A claim not received in accordance with this Rule 14 (i) will be rejected and the Licensee shall have no liability in relation thereto.
- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14 (i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14 (e); must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14 (l);
- (l) The particulars required in accordance with Rules 14 (a), 14 (b), 14 (i), and 14 (k) are:
- (i) the name and address of the Player or Syndicate Player;
- (ii) the Ticket Number;
- (iii) the Numbers included on the relevant numbered line on the Ticket;
- (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
- (vi) such further evidence or information as the Licensee requires.
- (m) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(xliii) or elements (1) or (2) contained in Rule 1 (lxvi) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (n) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (o) Subject to Rule 14 (i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (p) The payment of a Prize or share of a Prize to any Players or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (q) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (r) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.

- (s) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (t) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.
- Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (u) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (v) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player or Syndicate Player;
- the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (w) A Prize or share of a Prize may be claimed through a Retailer or by mail direct to:
- The Chief Executive Officer  
New South Wales Lotteries  
PO Box 6687  
Silverwater NSW 2128
- or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize or a share of a Prize must be forwarded by the Player to the Licensee direct.
- (x) Any Prize or share of a Prize to be paid in accordance with Rule 12 (k) or Rule 12 (m) shall be forwarded to the winners thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (y) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (z) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (aa) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (bb) Payment of Prizes in a Game of Promotional Pools
- (i) A Prize is not payable in a Game of Promotional Pools unless:
    - (1) the entry submitted in a Game of Promotional Pools is in the form determined by the Chief Executive Officer under Rule 11 (k) (i); and
    - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Pools, the Ticket in the Game of Pools must satisfy any test used by Chief Executive Officer to determine whether the ticket in the Game of Pools is valid; and
    - (3) the claimant has complied with all conditions relating to the Game of Promotional Pools advertised under Rule 12 (n) (ii).
  - (ii) The Licensee may record on an entry in a Game of Promotional Pools a verification code or other test and use it to determine whether the entry in a Game of Promotional Pools is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Pools, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 15 DISQUALIFICATIONS

- (a) Notwithstanding that:
- (i) acceptance of Entries or Syndicate Shares into a Game of Pools has closed;
  - (ii) a Ticket may have issued; or

- (iii) a Drawing has occurred in respect of a Ticket;  
 an Entry or a Syndicate Share in a Game of Pools or entry in a Game of Promotional Pools may be disqualified and no Prize claim shall be made in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry or a Syndicate Share in a Game of Pools which is disqualified shall automatically be void and cancelled.
- (b) The reasons for disqualification may include but are not limited to:
- (i) tender of insufficient Selling Fee or, in the case of a Syndicate Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player or Syndicate Player has defaulted in payment of any previous Selling Fee or Syndicate Share Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
  - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the licensee's central processing equipment;  
 or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Share has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Selling Fee paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player, the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Share.
- (d) If an Entry or Syndicate Entry that would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15 (d) then:
- (i) in the case of a Division 1 Prize, the provisions of Rule 12 (h) (ii) will apply;
  - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12 (h) Division 2, Division 3, Division 4, and Division 5 as the case may be.

#### RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of Pools or a Game of Promotional Pools a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any Ticket having been issued in respect of an Entry in Game of Pools which is disqualified in accordance with Rule 15 shall automatically be void and cancelled.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Pools for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or a Syndicate Player who claims a share in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Pools. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Pools or Game of Promotional Pools; and
  - (ii) without prejudice to the generality of Rule 16 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize;
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Pools or entry in a Game of Promotional Pools received by way of Entry Coupon or Automatic Entry;
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and



- (iii) without prejudice to the generality of Rule 16 (d) (i) and Rule 16 (d) (ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
  - (1) the processing of an Entry Coupon;
  - (2) the issue of a Ticket;
  - (3) the completion of a Prize claim form;
  - (4) the receipt of a Prize claim form;
  - (5) the processing of a Prize claim;
  - (6) the payment of a Prize;
  - (7) the cancellation of a Ticket; and
- (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Pools or Game of Promotional Pools; and
  - (ii) without prejudice to the generality of Rule 16 (e) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Pools or entry in a Game of Promotional Pools received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Pools or Game of Promotional Pools due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Pools, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by a Retailer of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of the State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16 (a) to 16 (j) inclusive as those protected by said Rules.

#### RULE 17 EFFECTIVE DATE

- (a) The Pools Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Game of Pools to be Conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Game of Pools pursuant to those previous Rules.

#### RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL POOLS

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Game of Promotional Pools.

## SCHEDULE 1

## SELLING FEES PAYABLE FOR THE GAME OF THE POOLS

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Game	1	\$0.55	\$0.50	\$0.05
2 Games	2	\$1.10	\$1.00	\$0.10
3 Games	3	\$1.65	\$1.50	\$0.15
4 Games	4	\$2.20	\$2.00	\$0.20
5 Games	5	\$2.75	\$2.50	\$0.25
6 Games	6	\$3.30	\$3.00	\$0.30
7 Games	7	\$3.85	\$3.50	\$0.35
8 Games	8	\$4.35	\$4.00	\$0.35
9 Games	9	\$4.90	\$4.50	\$0.40
10 Games	10	\$5.45	\$5.00	\$0.45
11 Games	11	\$6.00	\$5.50	\$0.50
12 Games	12	\$6.55	\$6.00	\$0.55
13 Games	13	\$7.10	\$6.50	\$0.60
14 Games	14	\$7.65	\$7.00	\$0.65
15 Games	15	\$8.20	\$7.50	\$0.70
16 Games	16	\$8.75	\$8.00	\$0.75
17 Games	17	\$9.30	\$8.50	\$0.80
18 Games	18	\$9.85	\$9.00	\$0.85
19 Games	19	\$10.40	\$9.50	\$0.90
20 Games	20	\$10.95	\$10.00	\$0.95
21 Games	21	\$11.50	\$10.50	\$1.00
22 Games	22	\$12.00	\$11.00	\$1.00
23 Games	23	\$12.55	\$11.50	\$1.05
24 Games	24	\$13.10	\$12.00	\$1.10
25 Games	25	\$13.65	\$12.50	\$1.15
26 Games	26	\$14.20	\$13.00	\$1.20
27 Games	27	\$14.75	\$13.50	\$1.25
28 Games	28	\$15.30	\$14.00	\$1.30
29 Games	29	\$15.85	\$14.50	\$1.35
30 Games	30	\$16.40	\$15.00	\$1.40
31 Games	31	\$16.95	\$15.50	\$1.45
32 Games	32	\$17.50	\$16.00	\$1.50
33 Games	33	\$18.05	\$16.50	\$1.55
34 Games	34	\$18.60	\$17.00	\$1.60
35 Games	35	\$19.15	\$17.50	\$1.65
36 Games	36	\$19.65	\$18.00	\$1.65
37 Games	37	\$20.20	\$18.50	\$1.70
38 Games	38	\$20.75	\$19.00	\$1.75
39 Games	39	\$21.30	\$19.50	\$1.80
40 Games	40	\$21.85	\$20.00	\$1.85
41 Games	41	\$22.40	\$20.50	\$1.90
42 Games	42	\$22.95	\$21.00	\$1.95
43 Games	43	\$23.50	\$21.50	\$2.00
44 Games	44	\$24.05	\$22.00	\$2.05
45 Games	45	\$24.60	\$22.50	\$2.10
46 Games	46	\$25.15	\$23.00	\$2.15

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
47 Games	47	\$25.70	\$23.50	\$2.20
48 Games	48	\$26.25	\$24.00	\$2.25
49 Games	49	\$26.80	\$24.50	\$2.30
50 Games	50	\$27.35	\$25.00	\$2.35
System 4	561	\$306.60	\$280.50	\$26.10
System 5	33	\$18.05	\$16.50	\$1.55
System 7	7	\$3.85	\$3.50	\$0.35
System 8	28	\$15.30	\$14.00	\$1.30
System 9	84	\$45.90	\$42.00	\$3.90
System 10	210	\$114.75	\$105.00	\$9.75
System 11	462	\$252.50	\$231.00	\$21.50
System 12	924	\$504.95	\$462.00	\$42.95
System 13	1,716	\$937.80	\$858.00	\$79.80
System 14	3,003	\$1,641.15	\$1,501.50	\$139.65
System 15	5,005	\$2,735.25	\$2,502.50	\$232.75
System 16	8,008	\$4,376.35	\$4,004.00	\$372.35
System 17	12,376	\$6,763.50	\$6,188.00	\$575.50
System 18	18,564	\$10,145.25	\$9,282.00	\$863.25
System 19	27,132	\$14,827.65	\$13,566.00	\$1,261.65
System 20	38,760	\$21,182.35	\$19,380.00	\$1,802.35

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 1, multiplied by the number of draws that the Entry is entered into.

**PUBLIC LOTTERIES ACT 1996****POWERBALL – APPROVAL OF RULES**

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, pursuant to section 23 (1) of the Public Lotteries Act 1996 DO HEREBY APPROVE the Rules for the conduct of Games of Powerball and Games of Promotional Powerball by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from the date of Gazettal.

Dated this 14th day of October 2013.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

**Powerball Rules**

IT is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Powerball and Promotional Powerball. In accordance with section 23 (3) (b) of the Act, these Rules take effect on and from date of gazettal. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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**SCHEDULES****SELLING FEES PAYABLE FOR THE GAME OF POWERBALL****RULE 1 DEFINITIONS**

(a) In these Rules unless inconsistent with the context:

- (i) “Act” means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (ii) “Advance Entry” means an Entry or Syndicate Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee;
- (iii) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Powerball;
- (iv) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player or Syndicate Player from whom a Reseller accepts a Subscription;
- (v) “Approved” means approved in writing by the Minister;
- (vi) “Automatic Entry” means an Entry or Syndicate Entry in respect of a Game of Powerball made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
  - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
  - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee.
- (vii) “Chief Executive Officer” means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (g);
- (viii) “Close of Acceptance” means the day and time of day determined by the Licensee after which Entries and/or Syndicate Entries will not be accepted;

- (ix) “Commission” means an amount:
- (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person’s capacity as a Retailer); and
  - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (x) “Computer Linked Terminal” means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers, or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Powerball or Games of Promotional Powerball;
- (xi) “Computer Records” means the sum of information which is provided to the Licensee by way of the Licensee’s central processing computer equipment in respect of a Player and in respect of details of:
- (1) a Player’s Entry in a Game of Powerball;
  - (2) a Syndicate Entry in a Game of Powerball;
  - (3) a Syndicate Player’s Syndicate Share in a Game of Powerball; and
  - (4) where appropriate a Player’s entry in a Game of Promotional Powerball;
- (xii) “Conduct” in relation to a Game of Powerball and a Game of Promotional Powerball has the same meaning as assigned to it by Section 4 (1) of the Act;
- (xiii) “Director” means a Director of the Board of Directors of the Licensee;
- (xiv) “Division 1 Prize Guarantee” means the Division 1 Prize amounts for a Drawing of a Game of Powerball, determined by the Licensee from time to time;
- (xv) “Drawing” means:
- (1) in relation to a Game of Powerball (but not including a Second Drawing) the selection of the Winning Numbers by lot using Drawing Devices;
  - (2) in relation to a Second Drawing the selection by lot of the Winning Numbers using Drawing Devices;
- (xvi) “Drawing Date” in relation to a Game of Powerball means the date on which the Winning Numbers are selected in respect of that Game of Powerball and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Powerball;
- (xvii) “Drawing Devices” means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) “Employee” means an employee of the Licensee. In other contexts where appropriate “Employee” includes an employee of a Retailer;
- (xix) “Entry” means the Numbers in a Game of Powerball which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6 (d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) “Entry Coupon” means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Powerball and/or a Game of Promotional Powerball via a Computer Linked Terminal;
- (xxi) “Game of Powerball” means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Powerball;
- (xxii) “Game of Promotional Powerball” means a public lottery Conducted for the purpose of promoting a Game of Powerball, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Powerball; and
  - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxiii) “Game Panel” means:
- (1) The two separate but related matrices on an Entry Coupon: the main matrix containing the Numbers from 1 to 40 in arithmetical sequence and the related Powerball matrix containing the Numbers from 1 to 20 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates.
- (xxiv) “Imprinted” means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) “Jackpot Drawing” means the next Drawing of a Game of Powerball (other than a Second Drawing), as approved by the Licensee following the Drawing of a Game of Powerball (other than a Second Drawing) where there is no winner in accordance with Rule 12 (h) Division 1 (i);
- (xxvi) “Licensee” means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) “Malfunction” means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;



- (xxviii) “Minister” means the Minister for the time being administering the Act;
- (xxix) “Multiple Draws Entry” means an Entry that is valid for more than one Drawing;
- (xxx) “Multiple Draws Exchange Ticket” means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
  - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxi) “Multiple Draws Ticket” means a Ticket issued in respect of more than one Drawing;
- (xxxii) “Numbers” has the same meaning as Section 5 of the Act;
- (xxxiii) “Operator Licence” means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) “Outlet” means a place at which a Retailer is permitted to accept completed Entries into Games of Powerball and entries into Games of Promotional Powerball;
- (xxxv) “Overseas Authority” means a person who is authorised to Conduct Games of Powerball and Games of Promotional Powerball in Participating Areas overseas;
- (xxxvi) “Participating Area” means a State, Territory or Country in which a person is authorised to Conduct Games of Powerball under a corresponding law;
- (xxxvii) “Player” means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of Promotional Powerball to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xxxviii) “Powerball Number” in relation to a Game of Powerball means the first and only Number drawn from the second Drawing Device
- (xxxix) “Prize” means any Prize determined in accordance with Rule 12;
- (xl) “Prize Allocation” means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Powerball as specified in Rule 12 (a);
- (xli) “Prize Fund” means an account established under Section 27 of the Act and known as the Powerball Prize Fund Account;
- (xlii) “Prize Pool” has the meaning in Rule 12 (b);
- (xliii) “Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 12 (c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xliv) “Product Licence” means the product licence granted to the Licensee to Conduct Games of Powerball and Games of Promotional Powerball pursuant to Section 12 of the Act;
- (xlv) “Provisional Period” means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xlvi) “Provisional Prize” is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvii) “Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlviii) “Registered Player” means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlix) “Registered Syndicate Player” means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (l) “Regulation” means a regulation made under the Act;
- (li) “Reseller” means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Powerball and instructions with

- respect to a Game of Promotional Powerball from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (lii) “Retailer” means a person or agent appointed by the Licensee for purposes associated with Games of Powerball and Games of Promotional Powerball Conducted by the Licensee and includes a Reseller;
  - (liii) “Rules” means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (liv) “Second Drawing” means an additional Drawing Conducted as part of a Game of Powerball in accordance with the Rules;
  - (lv) “Selling Fee” means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
  - (lvi) “Standard Entry” means the Entry referred to in Rule 8;
  - (lvii) “Subscription” means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fees; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (lviii) “Syndicate Entry” is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Powerball or other products is divided into a number of equal shares;
  - (lix) “Syndicate Organiser” is a person referred to in Rule 10;
  - (lx) “Syndicate Player” means a person who:
    - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
    - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
 includes a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of Promotional Powerball to the Licensee, a Retailer for the purposes of receiving a Prize;
  - (lxi) “Syndicate Share” means a share of a Syndicate Entry;
  - (lxii) “Syndicate Share Fee” means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
  - (lxiii) “System Entry” means an Entry referred to in Rule 9;
  - (lxiv) “Ticket” means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Powerball or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Powerball, and which:
    - (1) contains Entry or Syndicate Share details; and
    - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
    - (3) may include other particulars as determined by the Licensee;
  - (lxv) “Ticket Number” means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a Game of Powerball;
  - (lxvi) “Winning Numbers” in relation to a Game of Powerball (including a Second Drawing) means the six numbers drawn from the first Drawing Device.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

## RULE 2 CONDUCT AND DRAWING OF GAMES OF POWERBALL AND GAMES OF PROMOTIONAL POWERBALL

- (a) These Rules are to be read subject to the Act, its Regulations the Operator Licence and the Product Licence and shall apply to every Game of Powerball and Game of Promotional Powerball.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Powerball shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game of Powerball.
- (d) Games of Powerball will be drawn on Thursday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee and supervised by a person or persons nominated by the Minister in accordance with drawing procedures agreed between the Licensee and the Minister’s nominee(s).  
Certification of the validity of a Drawing by the Minister’s nominee(s) shall be final and binding on all Players and Syndicate Players.

- (f) Where a Malfunction in a Drawing Device occurs:
  - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
  - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction:
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using substitute Drawing Devices as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and the Powerball Number are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawing is conducted.
- (h) The Licensee may Conduct a Game of Promotional Powerball in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Powerball in conjunction with another Game of Powerball or separately from a Game of Powerball or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Powerball shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Powerball shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Powerball.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Powerball some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Powerball leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Powerball of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Powerball.
- (m) A ticket in a Game of Promotional Powerball may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Powerball may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

### RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Coupon and Ticket and these Rules shall apply to each Game of Powerball and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Coupons, Tickets or promotional materials, these Rules shall prevail to the extent of any inconsistency.
- (c) These Rules shall apply to each Game of Promotional Powerball and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Powerball or a Game of Promotional Powerball Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) The Rules that are in force at the time of purchase of a Ticket in a Game of Powerball or a Promotional Game of Powerball are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3 (g).
- (i) These Rules will be displayed and made available for inspection at each Outlet.

### RULE 4 OBJECT

The object of the Game of Powerball is to select six (6) Winning Numbers in the main matrix and one (1) Powerball Number in the Powerball matrix in a Game Panel.

### RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POWERBALL

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Powerball, before the Close of Acceptance of Entries into that Game of Powerball:
  - (i) the Entry or Syndicate Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;

- (iii) the Entry or Syndicate Share details recorded on such Ticket issued under Rule 5 (a) (ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

#### RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Coupon may be used by a Player to enter a Game of Powerball by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) or Syndicate Share made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6 (e) acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (d) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 15 the following apply –
- (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
  - (ii) A Retailer who has sold an Entry or Syndicate Share into a Game of Powerball may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
  - (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.
- (f) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee, or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee, of the error in the cancellation of a Ticket.
- (h) Where an Entry or Syndicate Share in a Game of Powerball has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Selling Fee or Syndicate Share Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Powerball; and
  - (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Powerball; then
- the Retailer shall be liable for and shall meet the cost of the Selling Fee or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Share and in such case, for the purposes of these Rules, such Retailer shall:
- (iii) be considered a Player or Syndicate Player as the case may be; and
  - (iv) be the holder of the Entry or Syndicate Share, as the case may be; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee or Syndicate Share Fee as a debt due and owing to the Licensee.

- (i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (j) A Reseller has no authority to verify the accuracy or completion by a Player or Syndicate Player of any part of an Entry Coupon or any other approved Entry or Syndicate Share whether by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Powerball by a Player or Syndicate Player with a Reseller does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player using a Reseller to submit an Entry Coupon or any other approved Entry or Syndicate Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon or any other approved Entry or Syndicate Share, the issue of any Ticket and the payment of any Prize.
- (k) Neither the Licensee nor a Retailer shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (l) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

#### RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedule 1 of these Rules. By entering a Game of Powerball the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Powerball a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

#### RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers in the main matrix of a Game Panel, and either:
  - (i) one (1) Powerball Number in the Powerball matrix in a Game Panel; or
  - (ii) all twenty (20) Powerball Numbers in the Powerball matrix in a Game Panel;and may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, six (6) Numbers shall have been marked in the main matrix in a Game Panel.
- (d) In the case of Rule 8 (a) (i) the minimum number of Standard Entries that can be played is
  - (i) four (4) Game Panels where entry is made via an Entry Coupon; or
  - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
  - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8 (d) (ii)
  - (iv) the Selling Fee for each Standard Entry is set out in Schedule 1.
- (e) In the case of Rule 8 (a) (ii):
  - (i) The minimum number of Standard Entries that can be played is one (1) Game Panel; and
  - (ii) the Selling Fee for each Standard Entry is set out in Schedule 1.
- (f) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.

#### RULE 9 SYSTEM ENTRY

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a System 7 to 20 Entry, 7 to 20 numbers shall be selected by marking the Numbers and the appropriate area for a System Entry in the main matrix of the Game Panel and:
  - (i) one (1) Number shall be selected by marking that Number in the Powerball matrix in a Game Panel; or
  - (ii) all twenty (20) Numbers shall be selected in the Powerball matrix by marking the appropriate area in a Game Panel.
- (d) Where an Entry Coupon is used in respect of a System 5 or 6 Entry, 5 or 6 numbers shall be selected by marking the Numbers and the appropriate area for a System Entry in the main matrix of the Game Panel and:
  - (i) one (1) Number shall be selected by marking that Number in the Powerball matrix in a Game Panel; or



- (ii) all twenty (20) Numbers shall be selected in the Powerball matrix by marking the appropriate area in a Game Panel.
- (e) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each System Entry is set out in Schedule 1.

#### RULE 10 SYNDICATE ENTRY

- (a) A Syndicate Entry may be formed by:
  - (i) the Licensee;
  - (ii) a Retailer; or
  - (iii) a group of two (2) or more Retailers;and each will be known as "Syndicate Organisers".
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
  - (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry; or
  - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
    - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
    - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
    - (3) in accordance with Rule 10 (b) (iii) (2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;
  - (iii) for a Syndicate Entry formed by the Licensee:
    - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
    - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player
  - (iv) if a Syndicate Share is issued under Rule 10 (b) (i), 10 (b) (ii) (1), 10 (b) (ii) (2), or 10 (b) (ii) (3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.
- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
  - (i) is not eligible to be entered into a Game of Powerball and
  - (ii) shall not be included in a Drawing; andno person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

#### RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Powerball or a Game of Promotional Powerball.
- (c) An Entry or Automatic Entry may be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share;
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f) (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player.

Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13 (b) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11 (f) (i) should be addressed:
- The Chief Executive Officer
  - New South Wales Lotteries;
  - Email to: Customersupport@nswlotteries.com.au; or
  - Mail to: Locked Bag 7, COORPAROO DC QLD 4151
- or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the Drawing relating to that Entry or Syndicate Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6 (e), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Powerball
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Powerball;
  - (ii) Without limiting Rule 11 (k) (i), the form of entry in a Game of Promotional Powerball may be any of the following (or combination of the following):
    - (1) part of a Ticket
    - (2) any other ticket or document;
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Game of Promotional Powerball is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Powerball:
    - (1) constitutes the Player's or Syndicate Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Powerball.

## RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Powerball shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Powerball shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Powerball shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions and shall be used to:
- (i) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12 (h) Division 1;
  - (ii) fund any prize payable pursuant to Rule 12 (i), Rule 12 (j) and Rule 12 (k).
- (d) Prizes for each Game of Powerball shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12 (h) Division 1, Division 2, Division 3, Division 4, Division 5, Division 6, Division 7 and Division 8.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.
- (g) Subject to Rule 12 (f), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.
- (h) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is

no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool.

Division 1 –

- (i) A Prize of an amount equal to 40.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains all the Winning Numbers plus the Powerball Number. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which contains all the Winning Numbers plus the Powerball Number in the Jackpot Drawing; provided that no such additional jackpotting shall be effected for more than twenty five (25) consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty five (25) consecutive games of that type and there is no such Prize is payable in respect of any Entry or Syndicate Entry in the next (or 26th) consecutive game of that type, then the total Prize money of such additions or jackpot, when added to the Division 1 Prize payable in respect of such 26th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries.

Division 2 –

A Prize of an amount equal to 3.25% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains the six (6) Winning Numbers

Division 3 –

A Prize of an amount equal to 3.40% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers plus the Powerball Number.

Division 4 –

A Prize of an amount equal to 1.90% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers.

Division 5 –

A Prize of an amount equal to 1.45% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers from the first barrel plus the Powerball Number

Division 6 –

A Prize of an amount equal to 12.65% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers from the first barrel plus the Powerball Number. from the Powerball barrel

Division 7 –

A Prize of an amount equal to 11.35% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four(4) but not more than four (4) of the six (6) Winning Numbers from the first barrel.

Division 8 –

A Prize of an amount equal to 26% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains two (2) but not more than two (2) of the six (6) Winning Numbers plus the Powerball Number.

(i) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Powerball following the Powerball Draw, provided that:

- (i) the Second Drawing shall be Conducted following the Drawing of the Game of Powerball;
- (ii) an Entry or Syndicate Entry made in respect of a Game of Powerball shall be automatically entered into the Second Drawing in respect of a Game of Powerball and such entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
- (v) the Second Drawing shall not constitute a separate Game of Powerball but shall be part of the normal weekly Game of Powerball.

(j) A Game of Powerball may include:

- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or

- (iii) Prizes paid pursuant to Rule 12 (i).  
Any such Prize or Prizes may be paid in monetary terms or in kind.
- (k) Prizes in a Game of Promotional Powerball
- (i) The Prizes payable in a Game of Promotional Powerball may consist of one or more of the following:
- (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Game of Powerball or another lottery Conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Powerball must not consist of or include tobacco.
- (iii) A Prize in a Game of Promotional Powerball must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (l) Determination of Prizes in a Game of Promotional Powerball
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Powerball.
- (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Powerball Conducted by it.
- (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Powerball, including (but not limited to) the following:
- (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
  - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
  - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
  - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
  - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
- (iv) The Prizes in a Game of Promotional Powerball are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Powerball.

#### RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Powerball the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the Winning Numbers and the Powerball Number;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of each Prize Division and the number of Prize Winners in each Prize Division.
- (b) Following each Drawing of a Game of Powerball the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11 (f) (i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 14 (a), 14 (b), 14 (i) and 14 (k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Powerball as soon as possible after the completion of such Game of Promotional Powerball.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

#### RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Powerball:
- (i) other than as provided for Registered Players and Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of any Division 1 Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) the date of lodgement of a Prize claim in accordance with Rule 14 (a) (i) is the day of receipt by the Licensee.

- (b) A Registered Player winning a Division 1 Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Division 1 Prize) will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14 (l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim a Provisional Prize in accordance with Rule 14 (b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14 (d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period, and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the Prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal not earlier than the day immediately after the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee either by cheque or by remittance of funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account after a period of time determined by the Chief Executive Officer.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, following the Drawing Date.
- (g) Subject to Rules 14 (a), 14 (b), 14 (c), 14 (d) and 14 (e) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Multiple Draws Exchange Ticket for any subsequent valid Drawings. For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14 (f) will be paid by the Licensee either by cheque or by remittance of funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
- (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize, (or in the case of a Syndicate Entry a share in a Division 1 Prize) pursuant to Rule 14 (b) and who has not been notified within five (5) days in accordance with Rule 14 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
- (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share in a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14 (l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date starting on the day immediately following the Drawing Date.
- A claim not received in accordance with this Rule 14 (i) will be rejected and the Licensee shall have no liability in relation thereto.
- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14 (i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14 (e);
- must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14 (l).
- (l) The particulars required in accordance with the provisions of Rules 14 (a), 14 (b), 14 (i) and 14 (k) are:
- (i) the name and address of the Player or Syndicate Player;
- (ii) the Ticket Number;
- (iii) the Numbers included on the relevant numbered line on the Ticket;
- (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;



- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or Share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or of a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet some or all of the elements (1), (2) or (3) contained in Rule 1 (a) (xxxvii) or elements (1) or (2) contained in Rule 1 (a) (lx) or may fail to meet one or more of the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14 (i) at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player;  
Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (w) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player or Syndicate Player;
- the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (x) A Prize or share of a Prize may be claimed through a Retailer or by mail direct to:
- The Chief Executive Officer  
New South Wales Lotteries  
PO Box 6687  
Silverwater NSW 2128

or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize or a share of a Prize must be forwarded by the Player to the Licensee direct.

- (y) Any Prize or share of a Prize to be paid in accordance with Rule 12 (i) or Rule 12 (k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive's sole discretion, direct.
- (z) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (bb) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (cc) Payment of Prizes in a Game of Promotional Powerball
  - (i) A Prize is not payable in a Game of Promotional Powerball unless:
    - (1) the entry submitted in a Game of Promotional Powerball is in the form determined by the Chief Executive Officer under Rule 11 (k) (i); and
    - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Powerball, the Ticket in the Game of Powerball must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Powerball is valid; and
    - (3) the claimant has complied with all conditions relating to the Game of Promotional Powerball advertised under Rule 12 (l) (ii).
  - (ii) The Licensee may record on an entry in a Game of Promotional Powerball a verification code or other test and use it to determine whether the entry in a Game of Promotional Powerball is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Powerball, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 15 DISQUALIFICATIONS

- (a) Notwithstanding that:
  - (i) acceptance of Entries or Syndicate Shares in a Game of Powerball has closed;
  - (ii) a Ticket may have issued; or
  - (iii) a Drawing has occurred in respect of a Ticket;an Entry or a Syndicate Share in a Game of Powerball or entry in a Game of Promotional Powerball may be disqualified and no Prize claim shall be made in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry or a Syndicate Share in a Game of Powerball which is disqualified shall automatically be void and cancelled.
- (b) The reasons for disqualification may include but are not limited to:
  - (i) tender of insufficient Selling Fee or, in the case of a Syndicate Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player or Syndicate Player has defaulted in payment of any previous Selling Fee or Syndicate Share Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Selling Fee paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a matter determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Share.
- (d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15 (d) then:
  - (i) in the case of a Division 1 Prize, the provisions of Rule 12 (h) (ii) will apply;
  - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12 (h) Division 2, Division 3, Division 4, Division 5, Division 6, Division 7 and Division 8 as the case may be.

## RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of Powerball or a Game of Promotional Powerball a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any Ticket having been issued in respect of an Entry in a Game of Powerball which is disqualified in accordance with Rule 15 shall automatically be void and cancelled.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Powerball for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or Syndicate Player who claims a share in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Powerball. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Powerball or Game of Promotional Powerball; and
  - (ii) without prejudice to the generality of Rule 16 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize;
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Powerball or entry in a Game of Promotional Powerball received by way of Entry Coupon or Automatic Entry;
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) without prejudice to the generality of Rule 16 (d) (i) and Rule 16 (d) (ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;
    - (4) the receipt of a Prize claim form;
    - (5) the processing of a Prize claim;
    - (6) the payment of a Prize;
    - (7) the cancellation of a Ticket; and
  - (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Powerball or Game of Promotional Powerball; and
  - (ii) without prejudice to the generality of Rule 16 (e) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Powerball or entry in any particular Game of Promotional Powerball received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Powerball or Game of Promotional Powerball due to fire, storm, flood, riot, civil commotion, strike,

failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.

- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry instructions culminating in the issue of a Ticket or a ticket in a Game of Promotional Powerball, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission by a Retailer, on behalf of the Licensee, the Retailer in respect of an Entry shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by a Retailer of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16 (a) to 16 (j) inclusive as those protected by said Rules.

#### RULE 17 EFFECTIVE DATE

- (a) The Powerball Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

#### RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL POWERBALL

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Game of Promotional Powerball.

#### SCHEDULE 1

#### SELLING FEES PAYABLE FOR THE GAME OF POWERBALL

##### One Powerball Number Selected

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Game	1	\$0.95	\$0.85	\$0.10
2 Games	2	\$1.85	\$1.70	\$0.15
3 Games	3	\$2.80	\$2.55	\$0.25
4 Games	4	\$3.70	\$3.40	\$0.30
5 Games	5	\$4.65	\$4.25	\$0.40
6 Games	6	\$5.55	\$5.10	\$0.45
7 Games	7	\$6.50	\$5.95	\$0.55
8 Games	8	\$7.45	\$6.80	\$0.65
9 Games	9	\$8.35	\$7.65	\$0.70
10 Games	10	\$9.30	\$8.50	\$0.80
11 Games	11	\$10.20	\$9.35	\$0.85
12 Games	12	\$11.15	\$10.20	\$0.95
13 Games	13	\$12.10	\$11.05	\$1.05
14 Games	14	\$13.00	\$11.90	\$1.10
15 Games	15	\$13.95	\$12.75	\$1.20
16 Games	16	\$14.85	\$13.60	\$1.25
17 Games	17	\$15.80	\$14.45	\$1.35
18 Games	18	\$16.70	\$15.30	\$1.40
19 Games	19	\$17.65	\$16.15	\$1.50
20 Games	20	\$18.60	\$17.00	\$1.60
21 Games	21	\$19.50	\$17.85	\$1.65

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
22 Games	22	\$20.45	\$18.70	\$1.75
23 Games	23	\$21.35	\$19.55	\$1.80
24 Games	24	\$22.30	\$20.40	\$1.90
25 Games	25	\$23.25	\$21.25	\$2.00
26 Games	26	\$24.15	\$22.10	\$2.05
27 Games	27	\$25.10	\$22.95	\$2.15
28 Games	28	\$26.00	\$23.80	\$2.20
29 Games	29	\$26.95	\$24.65	\$2.30
30 Games	30	\$27.85	\$25.50	\$2.35
31 Games	31	\$28.80	\$26.35	\$2.45
32 Games	32	\$29.75	\$27.20	\$2.55
33 Games	33	\$30.65	\$28.05	\$2.60
34 Games	34	\$31.60	\$28.90	\$2.70
35 Games	35	\$32.50	\$29.75	\$2.75
36 Games	36	\$33.45	\$30.60	\$2.85
37 Games	37	\$34.35	\$31.45	\$2.90
38 Games	38	\$35.30	\$32.30	\$3.00
39 Games	39	\$36.25	\$33.15	\$3.10
40 Games	40	\$37.20	\$34.00	\$3.20
41 Games	41	\$38.10	\$34.85	\$3.25
42 Games	42	\$39.00	\$35.70	\$3.30
43 Games	43	\$39.95	\$36.55	\$3.40
44 Games	44	\$40.90	\$37.40	\$3.50
45 Games	45	\$41.80	\$38.25	\$3.55
46 Games	46	\$42.75	\$39.10	\$3.65
47 Games	47	\$43.65	\$39.95	\$3.70
48 Games	48	\$44.60	\$40.80	\$3.80
49 Games	49	\$45.50	\$41.65	\$3.85
50 Games	50	\$46.45	\$42.50	\$3.95
System 4	630	\$585.30	\$535.50	\$49.80
System 5	35	\$32.50	\$29.75	\$2.75
System 7	7	\$6.50	\$5.95	\$0.55
System 8	28	\$26.00	\$23.80	\$2.20
System 9	84	\$78.05	\$71.40	\$6.65
System 10	210	\$195.10	\$178.50	\$16.60
System 11	462	\$429.20	\$392.70	\$36.50
System 12	924	\$858.45	\$785.40	\$73.05
System 13	1,716	\$1,594.25	\$1,458.60	\$135.65
System 14	3,003	\$2,789.95	\$2,552.55	\$237.40
System 15	5,005	\$4,649.90	\$4,254.25	\$395.65
System 16	8,008	\$7,439.85	\$6,806.80	\$633.05
System 17	12,376	\$11,497.90	\$10,519.60	\$978.30
System 18	18,564	\$17,246.90	\$15,779.40	\$1,467.50
System 19	27,132	\$25,207.00	\$23,062.20	\$2,144.80
System 20	38,760	\$36,010.00	\$32,946.00	\$3,064.00



**Twenty Powerball Numbers Selected**

<i>Entry Type</i>	<i>Equivalent Standard Games</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Game	20	\$18.60	\$17.00	\$1.60
System 7	140	\$130.05	\$119.00	\$11.05
System 8	560	\$520.25	\$476.00	\$44.25
System 9	1,680	\$1,560.80	\$1,428.00	\$132.80
System 10	4,200	\$3,902.00	\$3,570.00	\$332.00
System 11	9,240	\$8,584.40	\$7,854.00	\$730.40
System 12	18,480	\$17,168.85	\$15,708.00	\$1,460.85
System 13	34,320	\$31,885.00	\$29,172.00	\$2,713.00
System 14	60,060	\$55,798.75	\$51,051.00	\$4,747.75
System 15	100,100	\$92,997.90	\$85,085.00	\$7,912.90

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 1, multiplied by the number of draws that the Entry is entered into.

**PUBLIC LOTTERIES ACT 1996****DRAW LOTTERY – APPROVAL OF RULES**

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, pursuant to section 23 (1) of the Public Lotteries Act 1996 DO HEREBY APPROVE the Rules for the conduct of Games of Draw Lottery and Games of Promotional Draw Lottery by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from the date of Gazettal.

Dated this 14th day of October 2013.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

**Draw Lottery Rules**

IT is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of Draw Lottery and Promotional Draw Lottery Games. In accordance with section 23 (3) (b) of the Act, these Rules take effect on and from date of gazettal. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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**SCHEDULES**

SCHEDULE 1 – SELLING FEES PAYABLE FOR DRAW LOTTERY GAMES

SCHEDULE 2 – TICKET POOL AND PRIZE STRUCTURE

**RULE 1 DEFINITIONS**

(a) In these Rules unless inconsistent with the context:

- (i) “Act” means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (ii) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Draw Lottery Games;
- (iii) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player from whom a Reseller accepts a subscription;
- (iv) “Approved” means approved in writing by the Minister;
- (v) “Automatic Entry” means an Entry in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) and includes an Entry previously made by a Player and stored on the central processing computer equipment of the Licensee;
- (vi) “Chief Executive Officer” means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (g);
- (vii) “Close of Acceptance” means the day and time of day determined by the Licensee after which Entries into a Ticket Pool will not be accepted;
- (viii) “Commission” means an amount:
  - (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person’s capacity as a Retailer); and
  - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (ix) “Computer Linked Terminal” means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing

- computer equipment of the Licensee for purposes associated with Draw Lottery Games or Promotional Draw Lottery Games;
- (x) “Computer Records” means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of;  
(1) a Player’s Entry in a Draw Lottery Game; and  
(2) where appropriate a Player’s entry in a Promotional Draw Lottery Game;
- (xi) “Conduct” in relation to a Draw Lottery Game and a Promotional Draw Lottery Game has the same meaning as assigned to it by Section 4 (1) of the Act;
- (xii) “Consolation Prize” means the Prize won in accordance with Rule 9(f);
- (xiii) “Director” means a Director of the Board of Directors of the Licensee;
- (xiv) “Draw Lottery Game” means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations and includes a public lottery named “\$2 Jackpot Lottery” and a public lottery named “\$5 Jackpot Lottery” but does not include Promotional Draw Lotteries;
- (xv) “Drawing” means:  
(1) in relation to a Draw Lottery Game (but not including a Second Drawing) the selection from the Ticket Pool of the Winning Numbers and the Jackpot Number by lot using a Drawing Device;  
(2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device.
- (xvi) “Drawing Date” in relation to a Ticket Pool means the date on which the Winning Numbers and the Jackpot Number are selected in respect of that Ticket Pool and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Ticket Pool;
- (xvii) “Drawing Device” means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) “Employee” means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xix) “Entry” means the Numbers in a Ticket Pool which have been selected on behalf of a Player by the central processing computer equipment by way of an Entry Coupon or Automatic Entry, which have been recorded in the central processing computer equipment, which (subject to Rule 6 (d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;
- (xx) “Entry Coupon” means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Draw Lottery Game and/or a Promotional Draw Lottery Game via a Computer Linked Terminal;
- (xxi) “Imprinted” means printed upon a Ticket by the Computer Linked Terminal;
- (xxii) “Jackpot Prize” means the Prize won in accordance with Rule 9 (g);
- (xxiii) “Jackpot Number” means the Number selected in a Drawing after the selection of the Winning Numbers in that Drawing;
- (xxiv) “Licensee” means New South Wales Lotteries Corporation Pty Ltd;
- (xxv) “Malfunction” means a failure of any of the following:  
(1) the Drawing Device;  
(2) the Computer Linked Terminal;  
(3) the central processing computer equipment;  
to operate in the manner in which it is designed to operate;
- (xxvi) “Minister” means the Minister for the time being administering the Act;
- (xxvii) “Numbers” has the same meaning as Section 5 of the Act;
- (xxviii) “Operator Licence” means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxix) “Outlet” means a place at which a Retailer is permitted to accept completed Entries into Draw Lottery Games and entries into Promotional Draw Lottery Games;
- (xxx) “Overseas Authority” means a person who is authorised to Conduct Draw Lottery Games and Promotional Draw Lottery Games in Participating Areas overseas;
- (xxxi) “Participating Area” means a State, Territory or Country in which a person is authorised to Conduct Draw Lottery Games under a corresponding law;
- (xxxii) “Player” means a person who:  
(1) has paid the correct Subscription and Commission for a valid Entry; and/or  
(2) holds a valid Entry; and/or  
(3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and  
includes where relevant a person who has validly entered a Promotional Draw Lottery Game and who holds, bears and submits a ticket in the Promotional Draw Lottery Game to the Licensee, or a Retailer for the purposes of receiving a Prize;

- (xxxiii) “Prize” means any Prize determined in accordance with Rule 9;
  - (xxxiv) “Prize Fund” means an account established under Section 27 of the Act and known as the Draw Lottery Prize Fund Account;
  - (xxxv) “Prize Pool” has the meaning specified in Rule 9 (a);
  - (xxxvi) “Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:
    - (1) the amounts specified in Rule 9 (c);
    - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
  - (xxxvii) “Prize Structure” means the number, nature and value of Prizes available in relation to a Draw Lottery Game as specified in Schedule 2;
  - (xxxviii) “Product Licence” means the product licence granted to the Licensee to Conduct Draw Lottery Games and Promotional Draw Lottery Games pursuant to Section 12 of the Act;
  - (xxxix) “Promotional Draw Lottery Game” means a public lottery Conducted for the purpose of promoting a Draw Lottery Game, and in respect of which:
    - (1) eligibility to enter is confined to Players in a Draw Lottery Game; and
    - (2) no further Subscription or Commission is charged;
  - (xl) “Provisional Period” means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
  - (xli) “Provisional Prize” is a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
  - (xlii) “Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;
  - (xliii) “Registered Player” means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
  - (xliv) “Regulation” means a regulation made under the Act;
  - (xlv) “Reseller” means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Draw Lottery Game and instructions with respect to a Promotional Draw Lottery Game from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
  - (xlvi) “Retailer” means a person or agent appointed or approved by the Licensee for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games Conducted by the Licensee and includes a Reseller;
  - (xlvii) “Rules” means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (xlviii) “Second Drawing” means an additional Drawing conducted as part of a Draw Lottery Game in accordance with these Rules;
  - (xlix) “Selling Fee” means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
  - (l) “Subscription” means the amounts paid for Entries but does not include the following:
    - (1) Ancillary Fees; or
    - (2) Commission, unless the Act expressly provides otherwise;
  - (li) “Ticket” means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Draw Lottery Game, and which:
    - (1) contains Entry details; and
    - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket; and whether it has won a Prize; and
    - (3) may include other particulars as determined by the Licensee;
  - (lii) “Ticket Pool” means the pre-determined field of Numbers in a Draw Lottery Game;
  - (liii) “Ticket Number” means the numbers and/or letters Imprinted on a Ticket which constitute an official identification of the valid issue of a Ticket in a particular Draw Lottery Game;
  - (liv) “Winning Numbers” in relation to a Draw Lottery Game means:
    - (1) the Numbers that are selected in a Drawing in respect of each Prize excepting the Jackpot Prize and Consolation Prizes in a Prize Structure;
    - (2) the Numbers that are selected in a Second Drawing in respect of each Prize.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2 CONDUCT AND DRAWING IN RELATION TO DRAW LOTTERY GAMES AND PROMOTIONAL DRAW LOTTERY GAMES**

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence, the Product Licence and shall apply to every Drawing in relation to Draw Lottery Games and Promotional Draw Lottery Games.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players.
- (c) Drawings will be conducted in relation to a Draw Lottery Game once all Numbers in a Ticket Pool have been sold and included on Entries in relation to that Draw Lottery Game.
- (d) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s).

Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players.

- (e) Where a Malfunction in a Drawing Device occurs:
  - (i) any Numbers drawn in respect of that Drawing prior to the Malfunction will not be Winning Numbers;
  - (ii) the Drawing shall be declared null and void; and
    - (1) the Drawing shall be conducted as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall be conducted using a substitute Drawing Device as soon as practicable after the Malfunction.
- (f) The Licensee may Conduct a Promotional Draw Lottery Game in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Promotional Draw Lottery Game in conjunction with another Draw Lottery Game or separately from a Draw Lottery Game or otherwise in conjunction with another lottery Conducted by the Licensee.
- (g) A Promotional Draw Lottery Game shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) The Prize structure for a Promotional Draw Lottery Game shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Promotional Draw Lottery Game.
- (i) During the period in which the Licensee accepts entries in a Promotional Draw Lottery Game, some of the Prizes in the approved Prize structure may already have been won when a Player enters the Promotional Draw Lottery Game, leaving the balance of Prizes still available to be won by Players at the time of their respective entries.
- (j) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players in a Promotional Draw Lottery Game of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Promotional Draw Lottery Game.
- (k) A ticket in a Promotional Draw Lottery Game may include one or more Prizes to be won on the same ticket.
- (l) A Promotional Draw Lottery Game may require the Player to have a winning Number on more than one ticket in order to win a Prize.

**RULE 3 APPLICATION OF RULES**

- (a) All instructions and conditions printed on the Entry Coupon and Ticket and these Rules shall apply to each Draw Lottery Game and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Coupon, Ticket or promotional materials, these Rules shall prevail to the extent of the inconsistency.
- (c) These Rules shall apply to each Promotional Draw Lottery Game and shall be binding on all Players.
- (d) By entering a Draw Lottery Game or a Promotional Draw Lottery Game, Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) The Rules that are in force at the time of purchase of a Ticket in a Draw Lottery Game or a Promotional Draw Lottery Game are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3 (g).
- (i) These Rules will be displayed and made available for inspection at each Outlet.



**RULE 4 OBJECT**

The object of the Draw Lottery Game is to purchase an Entry containing Numbers that are the same as the Winning Numbers and/or the Jackpot Number.

**RULE 5 ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME**

- (a) In order for an Entry to be eligible for inclusion in a Drawing, before the Close of Acceptance of Entries in such Drawing;
- (i) the Entry must have been recorded in the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry details recorded on such Ticket issued under Rule 5 (a) (ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player must have paid the correct Selling Fee in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

**RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

- (a) An Entry Coupon may be used by a Player to enter a Draw Lottery Game by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not complete an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (c) Subject to Rule 6 (f) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its Retailer to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (d) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize or Jackpot Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 12 the following apply –
- (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
  - (ii) A Retailer who has sold an Entry into a Draw Lottery Game may cancel the Ticket and the Entry to which it relates on the day of purchase of the Entry only.
  - (iii) Upon a Player request, a Ticket and the Entry to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry to which it relates.

Where an Entry and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player shall be refunded the Selling Fee paid in respect of such Entry. Rule 6 (e) does not apply to a Ticket received by a Player as a Consolation Prize.

- (f) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee, of the error in the cancellation of a Ticket.
- (g) Where an Entry in a Draw Lottery Game has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the computer records but:
- (i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Drawing; and
  - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Drawing; then

the Retailer shall be liable for and shall meet the cost of the Selling Fee in respect of the Entry and in such case, for the purposes of these Rules, such Retailer shall:

- (iii) be considered a Player; and
  - (iv) be the holder of the Entry; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (h) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (i) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon or any other approved Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Draw Lottery Game by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player utilising a Reseller to submit an Entry Coupon or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (j) Neither the Licensee nor a Retailer shall be liable to a Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player. It shall be the sole responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (k) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

#### RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge the Player Commission in the amounts specified in Schedule 1 of these Rules. By entering a Draw Lottery Game the Player accepts liability to pay the Commission to the Licensee.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

#### RULE 8 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Draw Lottery Game or a Promotional Draw Lottery Game.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee (as specified in Schedule 1) and player registration fee (if applicable) must be paid by a Player to a Retailer or to the Licensee in respect of an Entry.
- (e) The form of payment of the Selling Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f) (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 10 (b) (i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 8 (f) (i) should be addressed:
- The Chief Executive Officer  
New South Wales Lotteries;  
Email to: Customersupport@nswlotteries.com.au; or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151
- or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player.
- (h) Where a Player submits an Entry Coupon or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) Other than as provided for in Rules 6 (e) and 6 (f) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
- (j) Form of entry in a Promotional Draw Lottery Game
- (i) The Chief Executive Officer is to approve the form of entry for a Promotional Draw Lottery Game;

- (ii) Without limiting Rule 8 (j) (i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):
  - (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:
  - (1) constitutes the Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.

#### RULE 9 PRIZES

- (a) The Prize Pool in a Draw Lottery Game shall be not less than fifty five percent (55%) and not greater than sixty four point six percent (64.6%) of Subscriptions.
- (b) The Prize Structure and Jackpot Prize in a particular Draw Lottery Game shall be funded in whole or in part from the Prize Pool and shall be determined by the Licensee.
- (c) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game is less than sixty four point six percent (64.6%) of Subscriptions, that amount representing the difference between that cost and sixty four point six percent (64.6%) of Subscriptions shall be retained in the Prize Reserve Fund.
- (d) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game would otherwise exceed sixty four point six percent (64.6%) of Subscriptions, the amount representing the difference between that cost and sixty four point six percent (64.6%) shall be drawn from the Prize Reserve Fund.
- (e) A Prize is won by an Entry that contains a Winning Number;
- (f) A Consolation Prize is won by an Entry that contains:
  - (i) A Number in a Ticket Pool that occurs in sequence immediately before, or a Number in a Ticket Pool that occurs in sequence immediately after, a Winning Number, as the case may be, except that:
    - (1) If the Number "1" in a Ticket Pool is a Winning Number then the Number "2" will win two Consolation Prizes; and
    - (2) If the last Number of the Ticket Pool is a Winning Number then the second last Number of the Ticket Pool will win two Consolation Prizes.
  - (ii) The Jackpot Number where the Jackpot Number does not win the Jackpot Prize.
- (g) The Jackpot Prize is won if the Jackpot Number in a Drawing is the same as a Winning Number in that Drawing;
- (h) In relation to the Jackpot Prize for the \$2 Jackpot Lottery:
  - (1) The Guaranteed Minimum Jackpot is set out in Schedule 2;
  - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by the Jackpot Increment amount set out in Schedule 2, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 2;
  - (3) A Jackpot Fund Contribution amount which is set out in Schedule 2 shall be retained in the Prize Reserve Fund from each Prize Pool to fund the Guaranteed Minimum Jackpot amount specified in Schedule 2.
- (i) In relation to the Jackpot Prize for the \$5 Jackpot Lottery:
  - (1) The Guaranteed Minimum Jackpot is set out in Schedule 2;
  - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by a Jackpot Increment amount set out in Schedule 2, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 2;
  - (3) A Jackpot Fund Contribution amount which is set out in Schedule 2 shall be retained in the Prize Reserve Fund from each Prize Pool to fund the Guaranteed Minimum Jackpot amount specified in Schedule 2;
- (j) Schedule 2 contains the details of the Ticket Pool, Prize Structure and the Jackpot Prize for the \$2 Jackpot Lottery and the \$5 Jackpot Lottery.
- (k) Second Drawing
 

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Draw Lottery Game provided that:

  - (i) the Second Drawing shall be conducted following the Drawing of a Draw Lottery Game;
  - (ii) an Entry made in respect of the Draw Lottery Game shall be entered automatically into the Second Drawing and shall not require the payment of any further Subscription;

- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of each Entry containing a Winning Number;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer and shall be paid from the Prize Reserve Fund;
  - (v) the Second Drawing shall not constitute a separate Draw Lottery Game.
- (l) A Draw Lottery Game may include:
- (i) an additional Prize or Prizes; and/or
  - (ii) Prizes paid on special occasions; and/or
  - (iii) Prizes paid pursuant to Rule 9 (k);
- Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (m) Prizes in a Promotional Draw Lottery Game
- (i) The Prizes payable in a Promotional Draw Lottery Game may consist of one or more of the following:
    - (1) money;
    - (2) holidays;
    - (3) travel;
    - (4) accommodation;
    - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
    - (6) Entries in a Draw Lottery Game or another lottery Conducted by the Licensee; and
    - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer;
  - (ii) A Prize in a Promotional Draw Lottery Game must not consist of or include tobacco;
  - (iii) A Prize in a Promotional Draw Lottery Game must not consist of or include liquor within the meaning of the Liquor Act 1982;
- (n) Determination of Prizes in a Promotional Draw Lottery Game
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Promotional Draw Lottery Game;
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Promotional Draw Lottery Game Conducted by it;
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Promotional Draw Lottery Game, including (but not limited to) the following:
    - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
    - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
    - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
    - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
    - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
  - (iv) The Prizes in a Promotional Draw Lottery Game are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Promotional Draw Lottery Game.

#### RULE 10 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Draw Lottery Game the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) each Winning Number;
  - (ii) the Jackpot Number; and
  - (iii) the value of the Provisional Prizes and the Prizes.
- (b) Following each Drawing of a Draw Lottery Game the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 8 (f) (i) or where Provisional Prize Winners are not Registered Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 11 (a), 11 (b), 11 (h) and 11 (i) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Promotional Draw Lottery Game as soon as possible after the completion of such Promotional Draw Lottery Game.

- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

#### RULE 11 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Draw Lottery Game:
- (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 11 (j) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 11 (a) (i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a first prize and/or a Jackpot Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 11 (j) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize the Prize may be paid in accordance with the procedure and conditions set out in Rule 11 (d) hereof.
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players, any winning Entry with any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal, will be paid, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize and/or a Consolation Prize in which case the Prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal from the day of the relevant Drawing Date provided that the Drawing has taken place and the Winning Numbers have been successfully recorded in the central processing computer equipment, and not later than a period of time determined by the Chief Executive Officer, after the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account after the expiry of a period of time determined by the Chief Executive Officer, after the Drawing Date.
- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize and/or a Consolation Prize in which case the prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, after the drawing date.
- (g) A Prize not paid by a Retailer in accordance with Rule 11 (f) will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (h) A:
- (i) Registered Player who claims to be entitled to a first prize and/or a Jackpot Prize pursuant to Rule 11 (b) and who has not been notified within five (5) days in accordance with Rule 11 (b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
  - (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;
- must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 11 (j) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the Drawing Date.
- A claim not received in accordance with this Rule 11 (h) will be rejected and the Licensee shall have no liability in relation thereto.
- (i) A:
- (i) Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
  - (ii) Registered Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 11 (e);
- must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 11 (j).
- (j) The particulars required in accordance with the provisions of Rules 11 (a), 11 (b), 11 (h) and 11 (i) are:
- (i) the name and address of the Player;
  - (ii) the Ticket Number;
  - (iii) the Winning Number(s) shown on the Ticket;
  - (iv) the Player's registration number if a Registered Player;



- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
- (vi) such further evidence or information as the Licensee requires.
- (k) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1 (xxxii) or may fail to meet some or all the provisions contained in these Rules governing Prize entitlement.
- (l) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (m) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (n) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (o) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player.
- (p) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the Prize claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (q) Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. Any Prize sent by the Licensee to a Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (r) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 11 and the Chief Executive Officer is, after such payment has been made, of the view that:
  - (i) the Player was not the Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player;the Player shall upon being requested to do so by the Licensee in writing, refund to the Licensee the monies forwarded to him or her.
- (s) A Prize may be claimed through a Retailer or by mail direct to:
  - The Chief Executive Officer
  - New South Wales Lotteries
  - PO Box 6687
  - Silverwater NSW 2128or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize must be forwarded by the Player to the Licensee direct.
- (t) Any Prize to be paid in accordance with Rule 9 (k) or Rule 9 (m) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (u) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (v) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (w) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (x) Payment of Prizes in a Promotional Draw Lottery Game
  - (i) A Prize is not payable in a Promotional Draw Lottery Game unless:
    - (1) the entry submitted in a Promotional Draw Lottery Game is in the form determined by the Chief Executive Officer under Rule 8 (j) (i); and

- (2) if the form of entry requires the Player to have purchased a Ticket in a Draw Lottery Game, the Ticket in the Draw Lottery Game must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Draw Lottery Game is valid; and
  - (3) the claimant has complied with all conditions relating to the Promotional Draw Lottery Game advertised under Rule 9 (n) (ii).
- (ii) The Licensee may record on an entry in a Promotional Draw Lottery Game a verification code or other test and use it to determine whether the entry in a Promotional Draw Lottery Game is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Promotional Draw Lottery Game, on which such a test is recorded, if the entry does not satisfy the test.

#### RULE 12 DISQUALIFICATIONS

- (a) Notwithstanding that a Ticket may have issued, Entry in a Draw Lottery Game or entry in a Promotional Draw Lottery Game may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified.
- (b) The reasons for disqualification may include but are not limited to:
- (i) tender of insufficient Selling Fee or a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player has defaulted in payment of any previous Selling Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an Entry has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Selling Fee paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry.

#### RULE 13 LIMITATION OF LIABILITY

- (a) By entering a Draw Lottery or Promotional Draw Lottery Game a Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any ticket having issued in respect of an Entry in a Draw Lottery Game which is disqualified in accordance with Rule 12 shall automatically be void and cancelled.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or ticket in a Promotional Draw Lottery Game for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or ticket in a Promotional Draw Lottery Game. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 11.
- (d) The Licensee, directors, the chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) Any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) Without prejudice to the generality of Rule 13 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize;
    - (4) the inclusion of an Entry in any particular Draw Lottery Game or entry in a Promotional Draw Lottery Game received by way of an Entry Coupon or Automatic Entry instructions;
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) Without prejudice to the generality of Rule 13 (d) (i) and Rule 13 (d) (ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;

- (4) the receipt of a Prize claim form;
  - (5) the processing of a Prize claim;
  - (6) the payment of a Prize;
  - (7) the cancellation of a Ticket; and
- (iv) Any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every employee of a Retailer shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) Any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) Without prejudice to the generality of Rule 13 (e) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize; or
    - (4) the inclusion of an Entry in any particular Draw Lottery Game, or entry in a Promotional Draw Lottery Game received by way of an Entry Coupon or Automatic Entry instructions.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Draw Lottery or Promotional Draw Lottery Game due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or ticket in a Promotional Draw Lottery Game, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 13(h), in the acceptance of Commission by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 13(a) to 13(j) inclusive as those protected by said Rules.

#### RULE 14 EFFECTIVE DATE

- (a) The Draw Lottery Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer, Entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect, shall be taken to be submitted as Entries in such Drawing or Drawings pursuant to those previous Rules.

#### RULE 15 AGREEMENTS RELATING TO A PROMOTIONAL DRAW LOTTERY GAME

The Licensee may enter into agreements or arrangements, subject to the provisions of the Act, with other persons or bodies for the purpose of promoting any Promotional Draw Lottery Game.

#### SCHEDULE 1

#### SELLING FEES PAYABLE FOR DRAW LOTTERY GAMES

##### \$2 Jackpot Lottery

<i>Entry Type</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Number in the Ticket Pool	\$2.20	\$2.00	\$0.20

**\$5 Jackpot Lottery**

<i>Entry Type</i>	<i>Selling Fee</i>	<i>Subscription</i>	<i>Commission</i>
1 Number in the Ticket Pool	\$5.50	\$5.00	\$0.50

## SCHEDULE 2

**TICKET POOL AND PRIZE STRUCTURE****\$2 Jackpot Lottery**

Ticket Pool = 225,000 sequential numbers from 1 to 225,000

<i>Prize Level</i>	<i>Prize</i>	<i>Number of Prizes</i>
1st Prize	\$100,000	1
2nd Prize	\$10,000	1
3rd Prize	\$5,000	1
4th Prize	\$500	2
5th Prize	\$200	10
6th Prize	\$100	20
7th Prize	\$50	100
8th Prize	\$20	600
9th Prize	\$10	2,480
<i>Consolation Prize Levels</i>	<i>Prize</i>	<i>Number of Prizes</i>
1st Prize	\$1,000	2
2nd Prize	25 x "\$2 Free Ticket"	2
3rd Prize	10 x "\$2 Free Ticket"	2
4th Prize	5 x "\$2 Free Ticket"	4
5th Prize	5 x "\$2 Free Ticket"	20
6th Prize	2 x "\$2 Free Ticket"	40
7th Prize	1 x "\$2 Free Ticket"	200
8th Prize	1 x "\$2 Free Ticket"	1,200
9th Prize	1 x "\$2 Free Ticket"	4,960
Jackpot Prize	10 x "\$2 Free Ticket"	1
<i>Jackpot Prize</i>		
Guaranteed Minimum Jackpot	\$500,000	
Jackpot Increment	\$105,000	
Jackpot Fund Contribution	\$7,144	

"\$2 Free Ticket" means a Number in a future Ticket Pool for the \$2 Jackpot Lottery.

**\$5 Jackpot Lottery**

Ticket Pool = 180,000 sequential numbers from 1 to 180,000

<i>Prize Levels</i>	<i>Prize</i>	<i>Number of Prizes</i>
1st Prize	\$200,000	1
2nd Prize	\$20,000	1
3rd Prize	\$5,000	1
4th Prize	\$1,000	5
5th Prize	\$500	10
6th Prize	\$100	25
7th Prize	\$50	75
8th Prize	\$20	600
9th Prize	\$10	3,090

<i>Consolation Prize Levels</i>	<i>Prize</i>	<i>Number of Prizes</i>
1st Prize	\$1,000	2
2nd Prize	25 x "\$5 Free Ticket"	2
3rd Prize	15 x "\$5 Free Ticket"	2
4th Prize	10 x "\$5 Free Ticket"	10
5th Prize	5 x "\$5 Free Ticket"	20
6th Prize	2 x "\$5 Free Ticket"	50
7th Prize	1 x "\$5 Free Ticket"	150
8th Prize	1 x "\$5 Free Ticket"	1,200
9th Prize	1 x "\$5 Free Ticket"	6,180
Jackpot Prize	10 x "\$5 Free Ticket"	1
<i>Jackpot Prize</i>		
Guaranteed Minimum Jackpot	\$1,000,000	
Jackpot Increment	\$235,000	
Jackpot Fund Contribution	\$21,156	

"\$5 Free Ticket" means a Number in a future Ticket Pool for the \$5 Jackpot Lottery.

### PUBLIC LOTTERIES ACT 1996

#### INSTANT LOTTERY – ALTERATION OF RULES

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, pursuant to section 23 (1) of the Public Lotteries Act 1996 DO HEREBY ALTER the Rules for the conduct of Games of Instant Lottery and Games of Promotional Instant Lottery by the New South Wales Lotteries Corporation Pty Ltd, as set out in the schedule attached to this instrument, effective from the date of Gazettal.

Dated this 14th day of October 2013.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

#### SCHEDULE

The rules of Games of Instant Lotteries and Games of Promotional Instant Lotteries are altered as set out in this addendum. In accordance with section 23 (3) (a) of the Act, this alteration takes effect on the date of Gazettal.

#### Rule 8 (m)

Delete existing Rule 8 (m) and replace with

- (m) A Prize may be claimed through a Retailer, the Licensee or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
PO Box 6687  
Silverwater NSW 2128

or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize must be forwarded by the Player to the Licensee direct.



**WORKERS COMPENSATION (HEARING AIDS FEES) ORDER 2014**

under the

Workers Compensation Act 1987

I, JULIE NEWMAN, Chief Executive Officer of the WorkCover Authority of New South Wales, make the following Order pursuant to section 61 (2) of the Workers Compensation Act 1987.

Dated this 31st day of December 2013.

JULIE NEWMAN, P.S.M.,  
Chief Executive Officer  
WorkCover Authority

## Explanatory Note

Workers in NSW with at least 6% binaural hearing loss where exposure to workplace noise was the main contributing factor can request hearing aids. Treatment by a hearing service provider is a category of medical and related treatment under section 60 of the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for provision of treatment and hearing aids by a hearing service provider to an injured worker who has suffered hearing loss due to a work related injury.

Schedule A to this Order provides for maximum fees for the provision of treatment and hearing aids by a hearing service provider, as defined in the Order. Schedule B outlines the procedure that must be followed for provision of treatment and hearing aids.

**Workers Compensation (Hearing Aids Fees) Order 2014****1. Name of Order**

This Order is the Workers Compensation (Hearing Aids Fees) Order 2014.

**2. Commencement**

This Order commences on 1 February 2014.

**3. Definitions**

In this order:

**Audiologists** are university graduates with tertiary qualifications in audiology who specialise in the assessment, prevention and non-medical management of hearing impairment and associated disorders of communication. Audiologists are required to be a full/ordinary member or be eligible for full/ordinary membership of either the Audiological Society of Australia (ASA) or full/ordinary membership of the Australian College of Audiology (ACAud).

**Audiometrists** hold a qualification from a registered training organisation such as TAFE NSW followed by on-the-job training. Audiometrists also specialise in the nonmedical assessment and management of communication difficulties caused by hearing loss. Audiometrists are required to be a full/ordinary member or be eligible for full/ordinary membership of the Australian College of Audiology (ACAud) or full/ordinary membership of the Audiometrist Society of Australia (HAASA).

**Eligible worker** means a worker who is entitled to receive medical and related treatment, noting that section 59A of the Workers Compensation Act 1987 limits entitlement to medical and related treatment to twelve months from the date of the claim being made, unless there is an entitlement to weekly payments.

**Exempt worker** means a police officer, paramedic, firefighter, volunteer firefighter, volunteer emergency worker, or coal miner.

**GST** has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Hearing needs assessment** includes obtaining a clinical history, hearing assessment as per Australian Standard 1269.4/05, determination of communication goals, recommendation of hearing aid and clinical rationale for hearing aid.

**Hearing aids** are non-implantable electronic instruments designed and manufactured to provide amplification for people with a hearing loss.

**Hearing service provider** refers to providers approved by WorkCover to provide hearing aids to injured workers. A list of WorkCover approved hearing service providers is found at [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au) or by phoning 13 10 50.

**Hearing rehabilitation** includes education of the injured worker in appropriate use of the hearing aid to meet their needs.

**Industrial Deafness** means hearing loss that is attributable to prolonged exposure to high levels of workplace noise.

**Insurer** means an insurer within the meaning of the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and includes Scheme agents and self and specialised insurers.

**The Act** means the Workers Compensation Act 1987.

**WorkCover** means the WorkCover Authority of New South Wales.

**4. Application of the Order**

This Order applies to provision of hearing aids and treatment provided on or after the date of commencement, whether it relates to an injury received before, on or after that date.

## 5. Maximum Fees

- (1) The maximum fee amounts for which an employer is liable under the Act for provision of treatment and hearing aids by a hearing service provider to an injured worker are listed in Schedule A.
- (2) No fees are payable by or on behalf of an employer for treatment or hearing aids provided by a person who is not a WorkCover approved hearing service provider or for services not referred by an ear nose and throat (ENT) specialist trained in the relevant chapters of the WorkCover Guides for the Evaluation of Permanent Impairment and listed as a trained assessor on the WorkCover website.

## 6. Goods and Services Tax

An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit a hearing service provider to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

### SCHEDULE A

#### Maximum fees for hearing aids and services

For the purpose of section 61 of the Act, the maximum fees for the provision of hearing aids and services in connection with a claim for compensation for hearing loss are as follows:

<i>Item</i>	<i>Service description</i>	<i>Maximum amount (excl GST)</i>
AID001	Hearing needs assessment – Audiologist	\$187.90
	Hearing needs assessment – Audiometrist	\$154.80
	Supply of hearing aid	Wholesale price of hearing aid to maximum of \$2,500.00 per aid
	Handling fee (monaural or binaural hearing aid/s) payable upon supply of hearing aid	\$276.30
	Fitting of hearing aid/s including: <ul style="list-style-type: none"> <li>• Fitting</li> <li>• Trial of hearing aid for 30 days</li> <li>• All necessary hearing rehabilitation for the injured worker within the first 12 months following supply and fitting</li> <li>• Maintenance as per the manufacturer’s warranty.</li> </ul>	\$663.10 (monaural) \$1,105.10 (binaural)
	Hearing aid repairs Payable only if a copy of manufacturer’s invoice for repairs is provided Only applicable within 12 months of supply for eligible workers	Up to \$364.70
	Hearing aid review/minor maintenance Only applicable within 12 months of supply for eligible workers	\$132.70
	Hearing aid battery/consumables supply Only applicable within 12 months of supply for eligible workers	\$110.60 per hearing aid

Note: Incorrect use of an item may result in WorkCover taking action to recover money that has been incorrectly received.

### SCHEDULE B

#### WorkCover NSW procedures for the provision of hearing aids

Workers in NSW with at least 6% binaural hearing loss where exposure to workplace noise was the main contributing factor can request hearing aids as a medical expense under section 59 of the Act. The procedures for obtaining them are outlined below.

## OVERVIEW

### Medical support for the provision of hearing aids

The nominated treating doctor (NTD) is to make a referral to an ENT specialist who has undertaken training in the relevant chapters of WorkCover Guides for the Evaluation of Whole Person Impairment and is listed on the WorkCover website as a trained assessor of permanent impairment (hearing) for assessment.

For the purposes of prescribing hearing aids, the ENT specialist will determine:

- the level of binaural hearing loss, and
- the proportion of the hearing loss that is attributable to workplace noise, and
- whether the worker would benefit from provision of hearing aids.

The ENT specialist may refer the worker to a WorkCover approved hearing service provider for the purposes of a hearing needs assessment and quote for the supply of hearing aid/s. If the ENT specialist is a WorkCover approved hearing service provider they may complete the hearing needs assessment and quote.

### **Selection of hearing aid and quote**

The hearing service provider is to complete a hearing needs assessment, select a suitable aid and prepare a quote for the fitting and supply of the aid, in accordance with the WorkCover fees and costs set out in Schedule A. The assessment and quote are submitted to the insurer.

A quote must be forwarded to the insurer and approval must be provided by the insurer prior to the fitting and supply of a hearing aid. The quote must include:

- (a) the worker's contact details,
- (b) a full description of the hearing aid to a maximum of \$2,500.00 per hearing aid,
- (c) an outline of why the hearing aid is reasonably necessary for the injured worker in overcoming the effect of the hearing impairment under section 60 of the Act including clinical rationale for the selected hearing aid,
- (d) the audiogram the recommendations are based upon,
- (e) details of the person who provided the assessment and quote,
- (f) hearing service provider details including ABN and WorkCover approval number
- (g) service fees in accordance with the Workers Compensation (Hearing Aids Fees) Order 2014, including handling and fitting fee.

### **Insurer approval**

The insurer will make a decision on whether to approve the fitting and supply of the hearing aid. In making the decision the insurer must consider the reported hearing needs of the worker and the quoted fees and costs.

### **Fitting and supply of hearing aid**

Once approved, the worker is fitted and supplied with the recommended hearing aid for a 30-day trial. If the trial is successful, the hearing service provider advises the insurer and invoices for the fitting and supply of the hearing aid, in accordance with the approved quote. If the trial is unsuccessful, the provider advises the insurer and invoices for the hearing needs assessment only.

### **Review of hearing aid**

Within 12 months of the date of claim, the eligible worker may visit the hearing service provider for a review of their hearing aid. If the eligible worker requires ongoing use of their hearing aid, the hearing service provider will provide 12 months supply of batteries. The insurer is not liable to pay any costs for hearing aids or hearing services or batteries more than 12 months from the date of claim, except if the worker is an exempt worker or is in receipt of weekly payments as a result of their hearing loss.

### **Request for replacement hearing aid**

Except for exempt workers, the insurer will, if required, pay the cost of one replacement of the supplied hearing aid within 12 months of the date of claim, if:

- the hearing aid is lost or damaged and the loss or damage is not covered by warranty or other insurance, or
- the worker's hearing loss further deteriorates and the worker can no longer communicate effectively using the current hearing aid.

For exempt workers payment for a replacement hearing aid is payable once per worker in any five year period unless prior approval is obtained from the insurer.

### **Further claims for hearing loss**

Except for exempt workers, a separate claim may be submitted if the worker's hearing loss deteriorates more than 12 months after the initial claim is made, and they have remained in noisy employment and workplace noise was the main contributing factor in their further hearing loss.

# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### ALBURY CITY COUNCIL

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

ALBURY CITY COUNCIL declares with the approval of His Excellency the Lieutenant-Governor that the lands described in the Schedule below, excluding any mines or deposits of minerals in the lands, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for road widening and public road. Dated at Albury, this 23rd day of August 2013. FRANK ZAKNICH, General Manager, Albury City Council, PO Box 323, Albury NSW 2640.

#### SCHEDULE

Lot 1, DP 1176355.  
 Lot 2, DP 1176355.  
 Lot 3, DP 1176355.  
 Lot 4, DP 1176355.  
 Lot 5, DP 1176355.  
 Lot 6, DP 1176355.  
 Lot 7, DP 1176355. [7344]

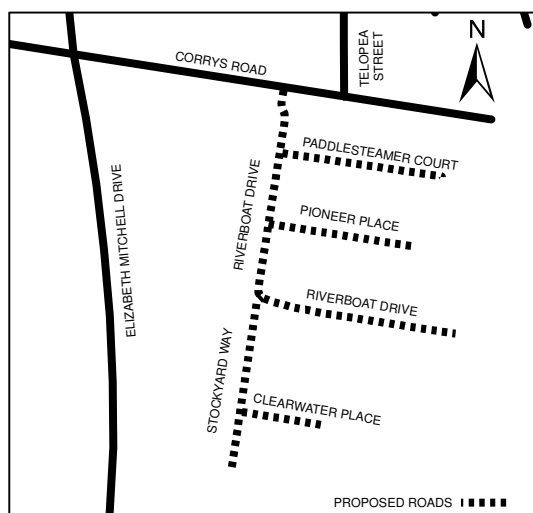
### ALBURY CITY COUNCIL

Roads Act 1993, Section 162

NOTICE is hereby given that Albury City Council, pursuant to section 162 of the Roads Act 1993, has named the following roads:

Clearwater Place,  
 Paddlesteamer Court,  
 Pioneer Place,  
 Riverboat Drive and  
 Stockyard Way.

The diagram shows approximate alignments of these roads off Corrys Road, Thurgoona.



F. ZAKNICH, General Manager, Albury City Council,  
 553 Kiewa Street, Albury NSW 2640. [7345]

### BATHURST REGIONAL COUNCIL

Erratum

IN the notice appearing in the New South Wales Government Gazette of 29 November 2013, Folio 5618, under the heading of:

Roads Act 1993, Section 10

Dedication of Land as Public Road.

Delete from the Schedule the words "Lot 12" and replace with the words "Lot 102". D. SHERLEY, General Manager, Bathurst Regional Council, PMB17, Bathurst NSW 2795.

[7346]

### LISMORE CITY COUNCIL

Roads Act 1993, Section 162

Naming of Public Road

NOTICE is given that Lismore City Council, pursuant to the Roads Act 1993, section 162 and Roads Regulation 2008, has named the new road described below:

<i>Location/Description</i>	<i>New Road Name</i>
Road running south off Invercauld Road, Goonellabah.	Evergreen Drive.
Road running east off proposed Evergreen Drive, Goonellabah.	Fern Pool Avenue.
Road running north off Newhaven Drive, Goonellabah.	Billabong Court.

Submissions concerning the proposed name were received and considered. THE GENERAL MANAGER, Lismore City Council, PO Box 23A, Lismore NSW 2480. [7347]

### ORANGE CITY COUNCIL

Real Property Act 1900

Notice of Dedication of Land as Public Reserve  
 at Orange in the Orange City Council area

ORANGE CITY COUNCIL, by its General Manager, dedicates the land described in the Schedule below as public reserve under section 46C of the Real Property Act 1900 and vests in the Council for an estate in fee simple. GARRY STYLES, General Manager, Orange City Council, PO Box 35, Orange NSW 2800.

#### SCHEDULE

All that piece or parcel of land situated in the Orange City Council area, Parish of Orange and County of Wellington, shown as:

*Description of Land:*

Lot 136, DP 870740, 1 Honeyman Drive, Orange.

*Title Particulars:*

Certificate of Title Identifier 136/870740. [7348]

**SHOALHAVEN CITY COUNCIL**

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

SHOALHAVEN CITY COUNCIL declares with the approval of Her Excellency the Governor that the land described in the Schedule 1 below, excluding the interests described in Schedule 2 below, and excluding any mines or deposits of minerals in the land, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for expansion of a wastewater treatment plant. Dated at Nowra, this 23rd day of December 2013. RUSSELL PIGG, General Manager, Shoalhaven City Council, Bridge Road, Nowra NSW 2541.

**SCHEDULE 1**

Lot 1, DP 1186174.

**SCHEDULE 2**

(A) Easement for water supply 6 wide as shown in DP 646615, notified in *New South Wales Government Gazette* dated 16 August 2002, Folio 6118.

(B) Easement for overhead power lines shown in DP 1087855, notified in *New South Wales Government Gazette* dated 15 December 2006, Folio 11063. [7349]

**TENTERFIELD SHIRE COUNCIL**

Roads Act 1993, Section 162

Road Naming

NOTICE is hereby given that Tenterfield Shire Council, in accordance with section 162 of the Roads Act 1993, has named the following roads located within Tenterfield Shire:

<i>Location</i>	<i>New Road Name</i>
From Ross Street, Jennings through to the currently un-named lane.	Cusack Street.
From Duke Street, Jennings to Carlington Street, Jennings.	Duke Street.
From New England Highway to proposed Cusack Street.	Carpenter Lane.

DENNIS GASCOIGNE, Acting General Manager, Tenterfield Shire Council, PO Box 214, Tenterfield NSW 2372. [7350]

**COMPANY NOTICES**

NOTICE of application for winding up order. – In the Supreme Court of New South Wales, No. 2013/351825, BRENT DEAN CONSTRUCTIONS PTY LIMITED, ACN 000 293 710.

TAMARA FEIGLIN, Plaintiff.

BRENT DEAN CONSTRUCTIONS PTY LIMITED, ACN 000 293 710, Defendant.

1. A proceeding for the winding up of Brent Dean Constructions Pty Limited, ACN 000 293 710, was commenced by the plaintiff, Tamara Feiglin on 21 November 2013 and will be heard by the Supreme

Court of New South Wales, Law Courts Building, 184 Phillip Street, Sydney at 9:15 a.m., on Monday, 3 February 2014. Copies of documents may be obtained from the plaintiff's address for service.

2. The plaintiff's address for service is c/- Kenneth Harrison, Solicitor, Level 23, Tower 1, 500 Oxford Street, Bondi Junction NSW 2022.
3. Any person intending to appear at the hearing must file a notice of appearance, in accordance with the prescribed form, together with any affidavit on which the person intends to rely, and serve a copy of the notice and any affidavit on the plaintiff at the plaintiff's address for service at least 3 days before the date fixed for the hearing.

Dated: 10 January 2014.

Name of plaintiff's legal practitioner: Kenneth Harrison, Solicitor. [7351]

NOTICE of second meeting of creditors of company under administration. – ADAMSTOWN RSL & COMMUNITY CLUB CO-OP LTD (Administrator Appointed), ABN 89 630 210 530 ("the Company"). – Notice is given pursuant to the Corporations Act 2001, that a second meeting of the creditors of the Company will be held at Adamstown RSL & Community Club Co-Op Ltd, 282 Brunner Road, Adamstown, at 12:00 noon on Friday, 24 January 2014.

1. To consider the Administrators' report in relation to the Company's affairs and any other matters raised relating to the Company's future and then to resolve either that:
  - (a) the Company execute a Deed of Company Arrangement; or
  - (b) the administration should end; or
  - (c) the Company be wound up; or
  - (d) the meeting be adjourned.
2. To consider and if thought fit approve the Administrators' remuneration.
3. (a) To determine the remuneration of the Deed Administrator, if one is appointed; or  
(b) To determine the remuneration of the Liquidator, if one is appointed.
4. If the Company is wound up, to consider the appointment of a Committee of Inspection.
5. To discuss any other relevant business which may arise.

Dated: Tuesday, 14 January 2014.

Note: Under the Corporations Regulations, a creditor is not entitled to vote at a meeting unless:

- his/her claim has been admitted, wholly or in part, by the administrator; or
- he/she has lodged with the administrator particulars of the debt or claim (regulation 5.6.23). Furthermore proxies must be made available to the administrator.

A secured creditor may vote for the whole of his debt without deduction for his/her security (reg 5.6.24 (4)).

GREGORY RUSSELL, Administrator, Level 5, 53 Walker Street, North Sydney NSW 2060, tel.: (02) 9957 6700.

[7352]

By Authority

PETER MUSGRAVE, Government Printer