



Government Gazette

OF THE STATE OF

NEW SOUTH WALES

Week No. 21/2012

Friday, 25 May 2012

*Published under authority by
Department of Premier and Cabinet
Level 11, Bligh House
4-6 Bligh Street, SYDNEY NSW 2000
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*Containing numbers 51, 52, 53 and 54
Pages 1923 – 2262*

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GOVERNMENT GAZETTE DEADLINES

Close of business every Wednesday

Except when a holiday falls on a Friday, deadlines will be altered as per advice given on this page.

Special Supplements

A Special Supplement or Extraordinary Supplement is a document which has a legal requirement to commence on a certain date and time. Release of Publication is required on the same day. The request for a Supplement is received from the department to the *Government Gazette* by telephone. The copy must be accompanied by a letter or email requesting the Supplement and signed by a Minister or Head of a Department.

NOTE: Advance notice of a Special Supplement is essential as early as possible on the day required. On Thursdays early notice is a priority and when possible notice should be given a day prior being the Wednesday.

Please Note:

- *Only electronic lodgement of Gazette contributions will be accepted. If you have not received a reply confirming acceptance of your email by the close of business on that day please phone 9228 3120.*

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Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 51
Friday, 18 May 2012

Published under authority by Government Advertising

SPECIAL SUPPLEMENT

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, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Lotto and Games of Promotional Lotto by the New South Wales Lotteries Corporation Pty Ltd effective from 21 May 2012.

Dated this 16th day of May 2012.

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

PUBLIC LOTTERIES ACT 1996

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 21 May 2012. These Rules supersede the Rules notified previously in the Government Gazette.

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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;
- (xxxi) "Multiple Draws Entry" means an Entry that is valid for more than one Drawing;
- (xxxii) "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.
- (xxxiii) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxiv) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxv) "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;
- (xxxvi) "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;
- (xxxvii) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto and Games of Promotional Lotto in Participating Areas overseas;
- (xxxviii) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto under a corresponding law;
- (xxxix) "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;
- (xl) "Prize" means any Prize determined in accordance with Rule 12;
- (xli) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto as specified in Rule 12(a);

- (xlii) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Prize Fund Account;
- (xliii) "Prize Pool" has the meaning in Rule 12(b);
- (xliv) "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;
- (xlv) "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;
- (xlvi) "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;
- (xlvii) "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;
- (xlviii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlix) "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;
- (l) "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;
- (li) "Regulation" means a regulation made under the Act;
- (lii) "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;
 - (lix) "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 four (4) Game Panels.
- (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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

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 by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (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 by cheque or at the discretion of the Licensee by electronic funds transfer 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 by cheque, or at the discretion of the Licensee by electronic funds transfer, 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 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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 may be forwarded by a Retailer to the Licensee at the request of a Player or the Player may forward the Prize claim form 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, an 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 THE MONDAY LOTTO OR WEDNESDAY LOTTO

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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
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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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
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**POWERBALL – APPROVAL OF RULES**

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Powerball and Games of Promotional Powerball by the New South Wales Lotteries Corporation Pty Ltd effective from 21 May 2012.

Dated this 16th day of May 2012.

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

PUBLIC LOTTERIES ACT 1996**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 21 May 2012. These Rules supersede the Rules notified previously in the Government Gazette.

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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 45 in arithmetical sequence and the related Powerball matrix 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 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 five 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 five (5) 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 five (5) 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 forty five (45) 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, five (5) Numbers shall have been marked in the main matrix in a Game Panel.
- (d) In the case of Rule 8(a)(i):
- (i) The minimum number of Standard Entries that can be played is four (4) Game Panels; and
 - (ii) 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 6 to 20 Entry, 6 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 forty five (45) 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 4 or 5 Entry, 4 or 5 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 forty five (45) 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; 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 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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

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 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) 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 40.0% 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 12.9% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains the five (5) Winning Numbers.

Division 3 -

A Prize of an amount equal to 5.9% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but no more than four (4) of the five (5) Winning Numbers plus the Powerball Number .

Division 4 -

A Prize of an amount equal to 4.6% 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 five (5) Winning Numbers from the Powerball Number.

Division 5 -

A Prize of an amount equal to 2.6% 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 Five (5) Winning Numbers from the first barrel.

Division 6 -

A Prize of an amount equal to 11.7% 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 five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel.

Division 7 -

A Prize of an amount equal to 22.3% 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 five (5) Winning Numbers from the first barrel.

(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 by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (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 by cheque or at the discretion of the Licensee by electronic funds transfer 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 by cheque, or at the discretion of the Licensee, by electronic funds transfer, 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)(ix) 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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 may be forwarded by a Retailer to the Licensee at the request of a Player or the Player may forward the Prize claim form 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 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)(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 and Division 7 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**

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
1 Game	1	\$0.80	\$0.75	\$0.05
2 Games	2	\$1.65	\$1.50	\$0.15
3 Games	3	\$2.45	\$2.25	\$0.20
4 Games	4	\$3.30	\$3.00	\$0.30
5 Games	5	\$4.10	\$3.75	\$0.35
6 Games	6	\$4.90	\$4.50	\$0.40
7 Games	7	\$5.75	\$5.25	\$0.50
8 Games	8	\$6.55	\$6.00	\$0.55
9 Games	9	\$7.40	\$6.75	\$0.65
10 Games	10	\$8.20	\$7.50	\$0.70
11 Games	11	\$9.00	\$8.25	\$0.75
12 Games	12	\$9.85	\$9.00	\$0.85
13 Games	13	\$10.65	\$9.75	\$0.90
14 Games	14	\$11.50	\$10.50	\$1.00
15 Games	15	\$12.30	\$11.25	\$1.05
16 Games	16	\$13.10	\$12.00	\$1.10
17 Games	17	\$13.95	\$12.75	\$1.20
18 Games	18	\$14.75	\$13.50	\$1.25
19 Games	19	\$15.60	\$14.25	\$1.35
20 Games	20	\$16.40	\$15.00	\$1.40
21 Games	21	\$17.20	\$15.75	\$1.45
22 Games	22	\$18.05	\$16.50	\$1.55
23 Games	23	\$18.85	\$17.25	\$1.60
24 Games	24	\$19.65	\$18.00	\$1.65
25 Games	25	\$20.50	\$18.75	\$1.75
26 Games	26	\$21.30	\$19.50	\$1.80
27 Games	27	\$22.15	\$20.25	\$1.90
28 Games	28	\$22.95	\$21.00	\$1.95
29 Games	29	\$23.75	\$21.75	\$2.00
30 Games	30	\$24.60	\$22.50	\$2.10
31 Games	31	\$25.40	\$23.25	\$2.15
32 Games	32	\$26.25	\$24.00	\$2.25
33 Games	33	\$27.05	\$24.75	\$2.30

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
34 Games	34	\$27.85	\$25.50	\$2.35
35 Games	35	\$28.70	\$26.25	\$2.45
36 Games	36	\$29.50	\$27.00	\$2.50
37 Games	37	\$30.35	\$27.75	\$2.60
38 Games	38	\$31.15	\$28.50	\$2.65
39 Games	39	\$31.95	\$29.25	\$2.70
40 Games	40	\$32.80	\$30.00	\$2.80
41 Games	41	\$33.60	\$30.75	\$2.85
42 Games	42	\$34.45	\$31.50	\$2.95
43 Games	43	\$35.25	\$32.25	\$3.00
44 Games	44	\$36.05	\$33.00	\$3.05
45 Games	45	\$36.90	\$33.75	\$3.15
46 Games	46	\$37.70	\$34.50	\$3.20
47 Games	47	\$38.55	\$35.25	\$3.30
48 Games	48	\$39.35	\$36.00	\$3.35
49 Games	49	\$40.15	\$36.75	\$3.40
50 Games	50	\$41.00	\$37.50	\$3.50
System 3	861	\$705.80	\$645.75	\$60.05
System 4	41	\$33.60	\$30.75	\$2.85
System 6	6	\$4.90	\$4.50	\$0.40
System 7	21	\$17.20	\$15.75	\$1.45
System 8	56	\$45.90	\$42.00	\$3.90
System 9	126	\$103.30	\$94.50	\$8.80
System 10	252	\$206.60	\$189.00	\$17.60
System 11	462	\$378.70	\$346.50	\$32.20
System 12	792	\$649.25	\$594.00	\$55.25
System 13	1,287	\$1,055.00	\$965.25	\$89.75
System 14	2,002	\$1,641.15	\$1,501.50	\$139.65
System 15	3,003	\$2,461.70	\$2,252.25	\$209.45
System 16	4,368	\$3,580.65	\$3,276.00	\$304.65
System 17	6,188	\$5,072.60	\$4,641.00	\$431.60
System 18	8,568	\$7,023.60	\$6,426.00	\$597.60
System 19	11,628	\$9,532.05	\$8,721.00	\$811.05
System 20	15,504	\$12,709.40	\$11,628.00	\$1,081.40

Forty-Five Powerball Numbers Selected

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
1 Game	45	\$36.90	\$33.75	\$3.15
System 6	270	\$221.35	\$202.50	\$18.85
System 7	945	\$774.65	\$708.75	\$65.90
System 8	2,520	\$2,065.75	\$1,890.00	\$175.75
System 9	5,670	\$4,648.00	\$4,252.50	\$395.50
System 10	11,340	\$9,295.95	\$8,505.00	\$790.95
System 11	20,790	\$17,042.60	\$15,592.50	\$1,450.10
System 12	35,640	\$29,215.90	\$26,730.00	\$2,485.90
System 13	57,915	\$47,475.80	\$43,436.25	\$4,039.55
System 14	90,090	\$73,851.30	\$67,567.50	\$6,283.80
System 15	135,135	\$110,776.90	\$101,351.25	\$9,425.65

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, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Oz Lotto and Games of Promotional Oz Lotto by the New South Wales Lotteries Corporation Pty Ltd effective from 21 May 2012.

Dated this 16th day of May 2012.

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

PUBLIC LOTTERIES ACT 1996**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 21 May 2012. These Rules supersede the Rules notified previously in the Government Gazette.

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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;
- (xlili) "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;

- (i) "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;
- (ii) "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;
- (iii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (iv) "Second Drawing" means an additional Drawing Conducted as part of a Game of Oz Lotto in accordance with the Rules;
- (v) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (vi) "Standard Entry" means an entry referred to in Rule 8;
- (vii) "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;
- (viii) "Supplementary Numbers" in relation to a Game of Oz Lotto means the eighth and ninth Numbers drawn for each game;
- (ix) "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;
- (x) "Syndicate Organiser" is a person referred to in Rule 10;
- (xi) "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;
- (xii) "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 one (1) Game Panel.
- (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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (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 by cheque or at the discretion of the Licensee by electronic funds transfer 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 by cheque or, at the discretion of the Licensee by electronic funds transfer, 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)(xxvii) or elements (1) or (2) contained in Rule 1(a)(ix) 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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 may be forwarded by a Retailer to the Licensee at the request of a Player or the Player may forward the Prize claim form 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**

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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
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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument 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 effective from 21 May 2012.

Dated this 16th day of May 2012.

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

PUBLIC LOTTERIES ACT 1996**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 21 May 2012. These Rules supersede the Rules notified previously in the Government Gazette.

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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;
- (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) "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;
- (xlili) "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);

(xlvii) "Prize Fund" means an account established under Section 27 of the Act and known as the Pools Prize Fund Account;

(xlviii) "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;

(i) "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;

(ii) "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;

(iii) "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;

- (iv) "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;

- (Ixxvii) "Syndicate Share" means a share of a Syndicate Entry;
- (Ixxviii) "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;
- (Ixxix) "System Entry" means an Entry referred to in Rule 9;
- (Ixx) "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;
- (Ixxi) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
- (Ixxii) "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;
- (Ixxiii) "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)
 - (v) 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.

- (vi) 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.
- (vii) 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.
- (viii) 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 four (4) Game Panels.
- (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 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 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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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.
- (l) 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:
 - (iii) constitutes the Player's or Syndicate Player's official receipt;
 - (iv) 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
 - (v) 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.
- (i) 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 by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (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 by cheque or at the discretion of the Licensee by electronic funds transfer 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 by cheque or, at the discretion of the Licensee by electronic funds transfer, 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 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;

- (i) by post whether certified, registered, or ordinary post; or
 - (ii) 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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 may be forwarded by a Retailer to the Licensee at the request of a Player or the Player may forward the Prize claim form 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:
 - (viii) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;
 - (ix) 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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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	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	1716	\$937.80	\$858.00	\$79.80
System 14	3003	\$1,641.15	\$1,501.50	\$139.65
System 15	5005	\$2,735.25	\$2,502.50	\$232.75
System 16	8008	\$4,376.35	\$4,004.00	\$372.35
System 17	12376	\$6,763.50	\$6,188.00	\$575.50
System 18	18564	\$10,145.25	\$9,282.00	\$863.25
System 19	27132	\$14,827.65	\$13,566.00	\$1,261.65
System 20	38760	\$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**DRAW LOTTERIES – APPROVAL OF RULES**

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Draw Lotteries and Games of Promotional Draw Lotteries by the New South Wales Lotteries Corporation Pty Ltd effective from 21 May 2012.

Dated this 16th day of May 2012.

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

PUBLIC LOTTERIES ACT 1996**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 21 May 2012. These Rules supersede the Rules notified previously in the Government Gazette.

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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;

- (xlv) "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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (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 by cheque or, at the discretion of the Licensee, by electronic funds transfer 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 by cheque, or at the discretion of the Licensee by electronic funds transfer, 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, the Licensee or by mail direct to:

*The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 may be forwarded by a Retailer to the Licensee at the request of a Player or the Player may forward the Prize claim form 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**

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

\$5 Jackpot Lottery

Entry Type	Selling Fee	Subscription	Commission
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
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Prize Level	Prize	Number of Prizes
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

Consolation Prize Levels	Prize	Number of Prizes
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

Jackpot Prize

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
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Prize Levels	Prize	Number of Prizes
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

Consolation Prize Levels	Prize	Number of Prizes
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

Jackpot Prize

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 LOTTERIES – APPROVAL OF RULES**

I, The Honourable GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Instant Lotteries and Games of Promotional Instant Lotteries by the New South Wales Lotteries Corporation Pty Ltd effective from 21 May 2012.

Dated this 16th day of May 2012.

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

PUBLIC LOTTERIES ACT 1996**INSTANT LOTTERIES RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996, has approved of the following Rules for the Conduct of Instant Lottery and Promotional Instant Lotteries. In accordance with Section 23(3)(a) of the Act, these Rules take effect on and from 21 May 2012. These Rules supersede the Rules notified previously in the *NSW Government Gazette*.

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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) "Ancillary Fee" means a fee which the Chief Executive Officer of the Licensee may from time to time authorise a Reseller to charge a Player from whom a Reseller accepts a subscription;
 - (iii) "Approved" means approved in writing by the Minister;
 - (iv) "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);
 - (v) "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;
 - (vi) "Computer Linked Terminal" means the 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 Instant Lotteries and Promotional Instant Lotteries, including determining whether a Prize has been won;
 - (vii) "Computer Records" means the sum of information, including Ticket Number information, which is held by the Licensee by way of or through the Licensee's central processing computer equipment in respect of an Instant Lottery or a Promotional Instant Lottery and which is retained or recorded on a magnetic tape or otherwise stored;
 - (viii) "Conduct" in relation to an Instant Lottery and Promotional Instant Lottery has the same meaning as assigned to it by Section 4(1) of the Act;
 - (ix) "Director" means a Director of the Board of Directors of the Licensee;
 - (x) "Draw" means the drawing of a public lottery conducted as part of an Instant Lottery or Promotional Instant Lottery in accordance with Rule 7(q);
 - (xi) "Employee" means an employee of the Licensee. In other contexts where appropriate, "Employee" includes an employee of a Retailer;
 - (xii) "Instant Lottery" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations whereby Prizes

are determined (wholly or partly) by revealing Numbers on Tickets in the lottery (whether or not additional Prizes are determined in any other manner) but does not include Promotional Instant Lotteries;

- (xiii) "Licensee" means New South Wales Lotteries Corporation Pty Limited;
- (xiv) "Minister" means the Minister for the time being administering the Act;
- (xv) "Numbers" has the same meaning as contained in Section 5 of the Act;
- (xvi) "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;
- (xvii) "Outlet" means a place at which the Licensee or a Retailer is allowed to:
 - (1) receive Subscriptions for and sell Tickets in an Instant Lottery;
 - (2) receive entries in a Promotional Instant Lottery and provide Promotional Instant Lottery Tickets; and
 - (3) in the case of a Reseller receive Subscriptions and instructions to purchase Instant Lottery Tickets and to provide Promotional Instant Lottery Tickets on behalf of Players;
- (xviii) "Player" means a person who:
 - (1) has paid the correct Subscription and Commission for a valid Instant Lottery Ticket; and/or
 - (2) holds a valid Ticket; and/or
 - (3) holds, bears and submits a valid Ticket to the Licensee and/or a Retailer for the purposes of receiving a Prize; and

includes where relevant a person who has validly entered a Promotional Instant Lottery and who holds, bears and submits a Ticket in the Promotional Instant Lottery to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xix) "Prize" means any prize determined in accordance with Rule 7;
- (xx) "Prize Allocation" shall be determined by the Licensee and has the meaning provided in Rule 7 (b);
- (xxi) "Prize Fund" means the account established under Section 27 of the Act and known as the Instant Lottery Prize Fund Account;
- (xxii) "Prize Pool" is the proportion of Subscriptions paid into the Prize Fund for a particular Instant Lottery and has the meaning specified in Rule 7(a).

- (xxiii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing
 - (1) the amounts specified in Rule 7(c);
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act.
- (xxiv) "Product Licence" means the product licence granted to the Licensee to Conduct Instant Lotteries and Promotional Instant Lotteries pursuant to Section 12 of the Act;
- (xxv) "Promotional Instant Lottery" means a public lottery Conducted for the purpose of promoting an Instant Lottery, and in respect of which:
 - (1) eligibility to enter is confined to Players in an Instant Lottery which is currently selling or in which selling has concluded; and
 - (2) no further Subscription or Commission is charged;
- (xxvi) "Regulation" means a regulation made under the Act;
- (xxvii) "Reseller" means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of an Instant Lottery and instructions with respect to a Promotional Instant Lottery 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 on a Player;
- (xxviii) "Retailer" means a person or agent appointed or approved by the Licensee for purposes associated with Instant Lottery and Promotional Instant Lottery Conducted by the Licensee and includes a Reseller;
- (xxix) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xxx) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (xxxi) "Subscription" means the amounts paid for Tickets but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (xxxii) "Ticket" means the form of entry to an Instant Lottery or Promotional Instant Lottery, whether it be in documentary or other approved form, as agreed by the Chief Executive Officer, which permits a Player to play an Instant Lottery or Promotional Instant Lottery and which evidences:

- (1) in the case of an Instant Lottery, that the correct Selling Fee has been paid to enter the Instant Lottery; and
- (2) in the case of a Promotional Instant Lottery, that a Player has validly entered the Promotional Instant Lottery;

and which may be validated by a Computer Linked Terminal and which may include a Ticket Number and such other tests to determine the validity of the Ticket and whether it has won a Prize;

- (xxxiii) "Ticket Number" means the verification code in the form of numbers and/or letters and/or bar codes which may be printed on Tickets and which constitute the means by which the Licensee can determine after the issue of the Ticket whether it is a valid Ticket and also whether it has won a 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 OF INSTANT LOTTERIES AND PROMOTIONAL INSTANT LOTTERIES

- (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 Instant Lottery and Promotional Instant Lottery.
- (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) An Instant Lottery or Promotional Instant Lottery shall, at its commencement, have a Prize structure as determined by the Chief Executive Officer.
- (d) The Prize structure shall comprise the number and value of Prizes to be offered by the Licensee to Players during the period of each Instant Lottery or Promotional Instant Lottery, as the case may be.
- (e) During the period in which the Licensee:
 - (i) offers for sale Tickets in an Instant Lottery; or
 - (ii) accepts entries in a Promotional Instant Lottery;
 some or all of the Prizes in the approved Prize structure may already have been won when a Player:
 - (iii) purchases a Ticket in an Instant Lottery; or
 - (iv) enters a Promotional Instant Lottery;
 leaving the balance of Prizes still available to be won by Players, or no Prizes, as the case may be, at the time of their respective purchase or entry.
- (f) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players in an Instant Lottery or Promotional Instant Lottery of the number or nature of Prizes still available, or if any Prizes are still available, to be won by them at the time of their proposed purchase of a Ticket in an Instant Lottery or entry in a Promotional Instant Lottery, as the case may be.
- (g) A Ticket in an Instant Lottery may include a Promotional Instant Lottery on the same Ticket.
- (h) A Ticket in an Instant Lottery or Promotional Instant Lottery may include one or more Prizes to be won on the same Ticket.
- (i) An Instant Lottery or Promotional Instant Lottery may require the Player to reveal a winning Number on more than one Ticket in order to win a Prize.
- (j) The Licensee may Conduct a Promotional Instant Lottery in such manner and at such times and places as the Licensee determines.
- (k) A Promotional Instant Lottery may be Conducted in conjunction with an Instant Lottery or separately from an Instant Lottery.

RULE 3 APPLICATION OF RULES

- (a) These Rules and all instructions and conditions printed on Tickets shall apply to each Instant Lottery or Promotional Instant Lottery and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Tickets or promotional materials, these Rules shall prevail to the extent of the inconsistency.
- (c) These Rules shall apply to each Promotional Instant Lottery and shall be binding on all Players.
- (d) By entering an Instant Lottery or Promotional Instant Lottery 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 an Instant Lottery or a Promotional Instant Lottery are contractually binding on the Licensee and the Player.
- (f) A Retailer, including a Reseller, 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 RULES APPLYING TO TICKETS

- (a) The Ticket issued to the Player shall constitute the Player's official receipt and acceptance thereof shall constitute the Player's acknowledgment of all details thereon and shall be the only form issued by the Licensee or its Retailer to the Player evidencing the Player's entry in a particular Instant Lottery or Promotional Instant Lottery.
- (b) 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.
- (c) In the event that the particulars recorded on the Player's Ticket are not consistent with the particulars held by the Licensee by way of Computer Records or such other records held by the Licensee or otherwise available to the Licensee from its authorised contractor, then the latter mentioned particulars and records shall apply and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination. Particulars which may be recorded on a Ticket include the Ticket Number and other security and/or prize validation related information, the Numbers to be revealed and information regarding the particular Instant Lottery or Promotional Instant Lottery entered as well as the details of the particular book and ticket number.
- (d) 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.
- (e) A Player in an Instant Lottery may indicate anonymity is desired by clearly stating so on the Prize claim form they submit in relation to a Prize (in circumstances when a Prize claim form is applicable for the Prize). Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer and if in the opinion of the Chief Executive Officer sufficient time is available to prevent any publication then the Chief Executive Officer may grant such application and withhold publication.
- (f) The identity of a Player who has requested anonymity in the manner referred to in Rule 4(e) must not be published by the Licensee, unless sufficient time has not been provided by the Player in the case of a subsequent request.
- (g) A Player may at any time revoke a request for anonymity and participate in any promotion or marketing activity requested by the Licensee.
- (h) Where a Player submits a Ticket 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) A Ticket in an Instant Lottery shall contain instructions specifying:
 - (i) the manner in which the Ticket holder may determine whether an Instant Lottery Prize has been won; and
 - (ii) the procedures for claiming an Instant Lottery Prize.

- (j) Subject to Rule 7 the Chief Executive Officer may pay a Prize to a person who holds, bears or submits a Ticket in an Instant Lottery or a Ticket in a Promotional Instant Lottery to the Licensee or a Retailer for the purpose of receiving a Prize if the Chief Executive Officer is satisfied that the Ticket Number and/or other security tests as the Chief Executive Officer thinks necessary show that the Ticket is a valid Ticket and has won a Prize.

RULE 5 PRICE OF TICKETS, COMMISSION AND ANCILLARY FEE

- (a) The Licensee shall set, as approved, the amount payable by Players, excluding Commission, in respect of the sale of Tickets in an Instant Lottery.
- (b) The Licensee shall set, as approved, the Commission payable to Retailers in respect of the sale of Tickets in an Instant Lottery.
- (c) The Commission payable to any Retailer is not to exceed the amount set under Schedule 1, and does not include any Ancillary Fees charged by a Reseller.
- (d) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer from time to time.

RULE 6 SALE OF INSTANT LOTTERY TICKETS AND ENTRIES IN PROMOTIONAL INSTANT LOTTERIES

- (a) The sale of a Ticket in an Instant Lottery shall not be considered to have been made until the Selling Fee has been paid in respect of that Ticket.
- (b) A person under the age of eighteen (18) years is not permitted to purchase a Ticket in an Instant Lottery or a Promotional Instant Lottery.
- (c) A Ticket in an Instant Lottery may only be sold by the Licensee or through a Retailer.
- (d) A Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prize cheques for and on behalf of Players.
- (e) The Chief Executive Officer is to determine the form of entries in a Promotional Instant Lottery that will be used by the Licensee in determining whether one or more Prizes have been won in the Promotional Instant Lottery.
- (f) Without limiting Rule 6(e), the Chief Executive Officer may determine that entries in a Promotional Instant Lottery are to be in the form of any of the following (or combination of the following):
 - (i) portions of a Ticket in an Instant Lottery nominated by the Chief Executive Officer;
 - (ii) any other Ticket or document;
 - (iii) entries made by means of an electronic or mechanical device or by a telecommunications system.
- (g) If an entry in a Promotional Instant Lottery is to consist of a portion of an Instant Lottery Ticket:
 - (i) the manner in which each game is to be played is to be clearly displayed on separate portions of each Ticket; and
 - (ii) the play areas of the Instant Lottery and Promotional Instant Lottery are to be displayed on separate portions of each Ticket.
- (h) If an entry in a Promotional Instant Lottery is to consist of a Ticket or document, a Ticket or document issued to an entrant in the Promotional Instant Lottery:
 - (i) constitutes the Player's official receipt;
 - (ii) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry; and
 - (iii) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Promotional Instant Lottery.

RULE 7 PRIZES

- (a) The Prize Pool in an Instant Lottery shall be not less than fifty five percent (55%) and not more than sixty three point four percent (63.4%) of Subscriptions.
- (b) The Prize Allocation in a particular Instant Lottery shall comprise:
 - (i) the Prizes in the Instant Lottery;
 - (ii) the number of Tickets in the Instant Lottery; and
 - (iii) the cost of Prizes, which shall be not less than fifty five percent (55%) of Subscriptions, and which shall be funded in whole or in part from the Prize Pool.
- (c) Where the cost of Prizes in an Instant Lottery is less than sixty three point four percent (63.4%) of Subscriptions, that amount representing the difference between that cost and sixty three point four percent (63.4%) shall be retained in the Prize Reserve Fund.
- (d) Where the cost of Prizes in an Instant Lottery would otherwise exceed sixty three point four percent (63.4%) of Subscriptions, the amount representing the difference between that cost and sixty three point four percent (63.4%) of Subscriptions shall be drawn from the Prize Reserve Fund.
- (e) The Prizes payable in respect of an Instant Lottery are to be determined:
 - (i) by revealing the Number on the Tickets in the lottery; or
 - (ii) in such other manner as is approved by the Chief Executive Officer for the purposes of the particular Instant Lottery.
- (f) Without limiting Rule 7(e), Prizes in an Instant Lottery may be determined by the inclusion of Tickets in the lottery in a draw.
- (g) If any Prizes in an Instant Lottery are to be determined in a manner approved under Rule 7(e)(ii), the Licensee is to give notice of the manner of determination:
 - (i) by indicating the manner of determining the Prize on each Ticket in the Instant Lottery; or
 - (ii) by publicly advertising the manner of determination of the Prize, or both.
- (h) The Prizes payable in an Instant Lottery are to consist of one or more of the following:
 - (i) money;
 - (ii) Tickets in an Instant lottery;
 - (iii) Tickets in any other lottery;
 - (iv) such other prizes as may (subject to this clause) be determined by the Licensee.

- (i) The Chief Executive Officer may change or alter the nature of any Prize offered in an Instant Lottery, including the conversion of any Prize (or part of a Prize) into a monetary equivalent.
- (j) A Prize in an Instant Lottery or a Promotional Instant Lottery must not consist of or include tobacco.
- (k) A Prize in an Instant Lottery or a Promotional Instant Lottery must not consist of or include liquor within the meaning of the Liquor Act 2007.
- (l) The Prizes payable in a Promotional Instant Lottery may consist of one or more of the following:
 - (i) money;
 - (ii) holidays;
 - (iii) travel;
 - (iv) accommodation;
 - (v) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration; and
 - (vi) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (m) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Promotional Instant Lottery.
- (n) The Licensee is to publicly advertise or otherwise promote the nature and value of, and the conditions relating to payment of, Prizes, and where practical the number of Prizes, in each Promotional Instant Lottery Conducted by it.
- (o) The Chief Executive Officer may change or alter the nature of any Prize offered in a Promotional Instant Lottery, including (but not limited to) the following:
 - (i) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
 - (ii) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
 - (iii) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
 - (iv) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
 - (v) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a money equivalent.

- (p) The Prizes in a Promotional Instant Lottery are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Promotional Instant Lottery.
- (q) Drawing for Instant Lottery Prizes

This Rule applies when the Licensee determines that some of the Prizes in an Instant Lottery are to be determined by a Draw:

- (i) A Ticket in an Instant Lottery is eligible to be included in a Draw in such circumstances as may be indicated or publicly advertised in accordance with Rule 7(g)(ii).
- (ii) A Draw is to be conducted at such times and in such manner as the Licensee may determine.
- (iii) Prize winners in a Draw are to be selected at random by such means (including the use of mechanical, electronic or other devices or aids) as the Minister may approve.
- (iv) A Draw is to be carried out under the control and direction of the Licensee.
- (v) The Licensee is, as far as is reasonably practicable, to ensure the security, performance and accuracy of any device or aid used in connection with a Draw.
- (vi) Each draw in an Instant Lottery is to be open to the public.
- (vii) The Licensee is, if possible, to notify Prize winners in a Draw that they have won a Prize and may require them to claim the Prize before payment of the Prize.

RULE 8 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) A Prize in an Instant Lottery is payable only on presentation of a Ticket in that Instant Lottery indicating that the Prize has been won and after the Licensee is satisfied that the Ticket Number and/or other security tests as the Licensee deems necessary show that the Ticket is valid and has won the Prize.
- (b) A Prize is not payable in a Promotional Instant Lottery unless:
 - (i) the entry submitted in the Promotional Instant Lottery is in the form determined by the Chief Executive Officer under Rule 6; and
 - (ii) if the form of entry requires the Player to have purchased a Ticket in an Instant Lottery, the Ticket satisfies any test used by the Chief Executive Officer to determine whether the Ticket is valid,and the claimant has complied with all conditions relating to the Promotional Instant Lottery advertised under Rule 7(n).
- (c) The Licensee may record on a Ticket in a Promotional Instant Lottery a verification code or other test and use it to determine whether the Ticket in a Promotional Instant Lottery is a valid entry and whether it has won a Prize. A Prize is only payable in respect of a Ticket in a Promotional Instant Lottery if such verification code or other test shows that the Ticket is valid and has won a Prize.
- (d) The Chief Executive Officer shall from time to time approve the form and content of the Prize claim form to be forwarded by Players when claiming a Prize in an Instant Lottery or Promotional Instant Lottery.
- (e) A Prize exceeding \$1,000.00 must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in the claim form and any other evidence that the Chief Executive Officer may from time to time require.
- (f) A Prize not exceeding \$1,000.00 (or up to a Retailer's payment limit as formally authorised in writing by the Licensee) shown on a Computer Linked Terminal will be paid to a Player, upon surrender of the winning Ticket and subject to Rule 8(a), by a Retailer with a Computer Linked Terminal.
- (g) A Prize not paid by a Retailer in accordance with Rule 8(f) will be paid by the Licensee by cheque, or at the discretion of the Licensee by electronic funds transfer, 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) Any cheque drawn in payment of a Prize:
 - (i) must be made payable to the order of one named Prize winner as shown on the Prize winning Ticket or otherwise indicated on a Prize claim form on submission of the Prize winning Ticket; and
 - (ii) must be crossed and marked "not negotiable".

- (i) A Player who claims to be entitled to a Prize and whose Ticket is not shown as a winner by the Ticket Number and/or such other security test deemed necessary by the Chief Executive Officer must lodge a Prize claim form containing or accompanied by the particulars required on the claim form.
- (j) The payment of Prizes to Players who are 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.
- (k) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players or entitled thereto.
- (l) 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. 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.
- (m) A Prize may be claimed through a Retailer, the Licensee or by mail direct to:

*The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 may be forwarded by a Retailer to the Licensee at the request of a Player or the Player may forward the Prize claim form to the Licensee direct.

- (n) Where more than one name is advised on a Ticket or on a Prize claim form, payment to any one person so named at the address so given shall discharge the Licensee from all liability in respect of such payment to the other person so named.
- (o) The payment of all Prizes pursuant to this Rule 8 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 8 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 Playerthe Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (p) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (q) The Licensee accepts no responsibility or liability for lost or stolen Tickets.

RULE 9 IDENTITY

The Licensee may require a claimant for a Prize in an Instant Lottery or Promotional Instant Lottery:

- (a) to furnish such evidence of the claimant's identity as the Licensee thinks sufficient to establish the claimant's identity; and
- (b) to verify that evidence in such manner as the Licensee considers appropriate.

RULE 10 EFFECT OF PAYMENT

- (a) The Licensee need not inquire into the entitlement to claim a Prize of any person who presents a Prize winning Ticket in an Instant Lottery or presents or submits a Prize winning entry in a Promotional Instant Lottery.
- (b) Payment of a Prize to such a claimant in accordance with these Rules discharges the Licensee from any action, liability, claim or demand from any other person in relation to the entry.

RULE 11 ADDITIONAL CIRCUMSTANCES WHEN PRIZES ARE NOT PAYABLE

- (a) A Prize is not payable in an Instant Lottery or Promotional Instant Lottery:
- (i) if the Ticket in the Instant Lottery or an entry in the Promotional Instant Lottery presented by the claimant for the Prize is damaged, altered, reconstituted or counterfeit; or
 - (ii) if the Ticket in the Instant Lottery or entry in the Promotional Instant Lottery is stolen or is a Ticket or entry that has been printed but not issued by the Licensee; or
 - (iii) if the Licensee has reasonable cause to suspect fraud or attempted fraud (whether computer related or otherwise); or
 - (iv) if the Player has tendered insufficient Selling Fee for the Ticket or has presented a cheque that is subsequently dishonoured or if the form of payment tendered is not otherwise acceptable to the Licensee; or
 - (v) in such other circumstances as are specified on the Ticket or entry or as have been publicly advertised by the Licensee in relation to the Instant Lottery or Promotional Instant Lottery; or
 - (vi) in respect of a Ticket which fails any confidential security test of the Licensee; or
 - (vii) any other breach of these Rules which justifies disqualification.
- (b) A Prize in an Instant Lottery or Promotional Instant Lottery is not payable to a person apparently under the age of 18 years.
- (c) Where the Licensee receives a Prize claim form from a Player and a Prize is not payable under this clause on the Ticket or entry that relates to the Prize claim form, the Licensee must use its best endeavours to notify the person whose name and address is shown on the Prize claim form that a Prize is not payable under this clause and must provide reasons why the Prize is not payable.
- (d) Nothing in Rule 11(a) prevents a Prize from being paid in respect of a damaged Ticket or entry if the Licensee determines that the Ticket or entry is a valid Ticket or entry and that it has won a Prize.

RULE 12 LIMITATION OF LIABILITY

- (a) By entering an Instant Lottery or Promotional Instant Lottery a Player acknowledges that he or she has entered into an agreement with the Licensee, the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Board of 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 for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Selling Fee 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. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with the Rules.
- (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, obligation or discretion conferred or contemplated by the Rules or otherwise in or about the Conduct or promotion of any Instant Lottery or Promotional Instant Lottery; and
 - (ii) without prejudice to the generality of Rule 12(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 the Selling Fee in respect of an Instant Lottery or an entry in respect of a Promotional Instant Lottery;
 - (3) the processing of a Prize winning Ticket;
 - (4) the receipt and processing of a Prize claim form; and
 - (iii) without prejudice to the generality of Rule 12(d)(i) and Rule 12(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 issue of a Ticket;
 - (2) the completion of a Prize claim form;
 - (3) the receipt of a Prize claim form;
 - (4) the processing of a Prize claim;
 - (5) the payment of a Prize; 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, obligation or discretion conferred or contemplated by the Rules or otherwise in or about the Conduct of any Instant Lottery or Promotional Instant Lottery; and
 - (ii) without prejudice to the generality of Rule 12(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 the Selling Fee in respect of an Instant Lottery or an entry in respect of a Promotional Instant Lottery; or
 - (3) the processing of a Prize winning Ticket.
- (f) The Licensee, 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 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 Instant Lottery or Promotional Instant Lottery 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 processing of any Ticket, Prize claim form or instructions received by a Retailer 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 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 12(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 12(a) to 12(j) inclusive as those protected by said Rules.

RULE 13 EFFECTIVE DATE

- (a) The Instant 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 any Ticket purchased in an Instant Lottery and Promotional Instant Lottery pursuant to Rules previously in force under any earlier Product Licence and which relate to an Instant Lottery to be Conducted on or after the date these Rules take effect shall be taken as being purchased or entered pursuant to these Rules.

RULE 14 AGREEMENTS RELATED TO PROMOTIONAL INSTANT LOTTERIES

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 Instant Lottery.

*SCHEDULE 1**SUBSCRIPTIONS, COMMISSION AND SELLING FEE PAYABLE FOR INSTANT LOTTERIES*

For Tickets printed prior to 21 May 2012:

<i>Instant Lottery</i>	<i>Commission</i>	<i>Subscription</i>	<i>Selling Fee</i>
\$1.10 Instant Lottery Ticket	\$0.10	\$1.00	\$1.10
\$2.00 Instant Lottery Ticket	\$0.15	\$1.85	\$2.00
\$2.50 Instant Lottery Ticket	\$0.18	\$2.32	\$2.50
\$3.00 Instant Lottery Ticket	\$0.20	\$2.80	\$3.00
\$4.00 Instant Lottery Ticket	\$0.25	\$3.75	\$4.00
\$5.00 Instant Lottery Ticket	\$0.30	\$4.70	\$5.00
\$10.00 Instant Lottery Ticket	\$0.60	\$9.40	\$10.00
\$15.00 Instant Lottery Ticket	\$0.90	\$14.10	\$15.00

For Tickets printed on or after 21 May 2012:

<i>Instant Lottery</i>	<i>Commission</i>	<i>Subscription</i>	<i>Selling Fee</i>
\$1.10 Instant Lottery Ticket	\$0.10	\$1.00	\$1.10
\$2.00 Instant Lottery Ticket	\$0.16	\$1.84	\$2.00
\$2.50 Instant Lottery Ticket	\$0.20	\$2.30	\$2.50
\$3.00 Instant Lottery Ticket	\$0.24	\$2.76	\$3.00
\$4.00 Instant Lottery Ticket	\$0.32	\$3.68	\$4.00
\$5.00 Instant Lottery Ticket	\$0.40	\$4.60	\$5.00
\$10.00 Instant Lottery Ticket	\$0.80	\$9.20	\$10.00
\$15.00 Instant Lottery Ticket	\$1.20	\$13.80	\$15.00

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, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”), pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Lotto Strike and Games of Promotional Lotto Strike by the New South Wales Lotteries Corporation Pty Ltd effective from 21 May 2012.

Dated this 16th day of May 2012.

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

PUBLIC LOTTERIES ACT 1996**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 21 May 2012. These Rules supersede the Rules notified previously in the Government Gazette.

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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)
- (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; then

the 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 one (1) Game Panel.

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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127

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 by cheque or, if requested by the Prize Winner by electronic funds transfer.
- (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 by cheque or at the discretion of the Licensee by electronic funds transfer 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 by cheque or, at the discretion of the Licensee, by electronic funds transfer 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 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 by cheque or, if requested by the Prize winner, by electronic funds transfer, and the Division 4 (Strike 1) Prize will be sent by mail;
 - (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, and the Division 4 (Strike 1) Prize will be sent by mail;
 - (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;
 - (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 by cheque or, at the discretion of the Licensee, by electronic funds transfer;

- (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;
 - (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;
 - (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 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);
- (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 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);
- (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(xliii) 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
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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 may be forwarded by a Retailer to the Licensee at the request of a Player or the Player may forward the Prize claim form 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 Rule11(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**

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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
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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
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.

ISSN 0155-6320

Authorised to be printed
TONY DUCKMANTON, Government Printer.



Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 52
Tuesday, 22 May 2012

Published under authority by Government Advertising

SPECIAL SUPPLEMENT

ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Section 29 Notice

Extension of Importation Order – Abalone (No. 6)

I, SALLY ANN SPENCE, Deputy Chief Veterinary Officer, with the powers the Minister has delegated to me pursuant to section 67 of the Animal Diseases (Emergency Outbreaks) Act 1991 ('the Act') and pursuant to sections 28 and 29 of the Act extend the operation of the importation order titled "Importation Order – Abalone (No. 6)" dated 24 April 2012 and published in the *New South Wales Government Gazette* No. 45 on 30 April 2012, at pages 1131-1133 for a further period of 30 days from the date this notice is published in the *New South Wales Government Gazette*.

Dated this the 21st day of May 2012.

SALLY ANN SPENCE,
Deputy Chief Veterinary Officer

ISSN 0155-6320

Authorised to be printed
TONY DUCKMANTON, Government Printer.



Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 53

Tuesday, 22 May 2012

Published under authority by Government Advertising

SPECIAL SUPPLEMENT

FISHERIES MANAGEMENT ACT 1994

Sections 8 and 11 Notification – Fishing Closure

‘Mulloway trawl closure’ – the southern part of Shark Bay (Iluka)

I, GEOFF ALLAN, Executive Director, Fisheries NSW, with the delegated authority of the Minister for Primary Industries and the Director-General of the Department of Trade and Investment, Regional Infrastructure and Services, pursuant to sections 227 and 228 of the Fisheries Management Act 1994 (“the Act”), do by this notification:

1. pursuant to section 11 of the Act, revoke the fishing closures titled ‘Ocean Waters immediately south of the Clarence River, the southern part of Shark Bay (Iluka) and from Snapper Rock to the Evans River’ published in *New South Wales Government Gazette* No. 37 of 4 April 2012, at pages 875-876; and
2. pursuant to section 8 of the Act, prohibit the taking of all species of fish by the method of otter trawl net (prawns) by all endorsement holders in the Ocean Trawl Fishery in the waters described in Column 1 of the Schedule to this notification for the period specified in Column 2 of that Schedule, unless under the direct supervision of an employee of the Department of Primary Industries or otherwise with the consent of the Executive Director, Fisheries NSW for the purpose of undertaking trials to determine the abundance and/or size of fish (including prawns) and informing any decision to amend or revoke this fishing closure.

SCHEDULE

<i>Column 1 – Waters</i>	<i>Column 2 – Period</i>
Ocean waters between Poverty Rocks (Shark Bay, Iluka) and 29°18.800S The whole of the waters within an area bounded by a line commencing at 29°21.534’S, 153°21.766’E (the eastern extremity of Poverty Bay Rocks at the northern end of Woody Bay) then drawn north north east to 29°18.800’S, 153°22.446E, then due west to 29°18.800’S, 153°20.479’E (the mean high water mark on Shark Bay beach), then generally south along the mean high water mark back to the point of commencement. References to directions are indicative only.	Ocean waters between Poverty Rocks (Shark Bay, Iluka) and 29°18.800S: until such time as this notification expires, is revoked or amended (following trawl trials).

In this Schedule, latitude and longitude coordinates are in WGS84 datum.

In this fishing closure:

Endorsement holder has the same meaning as in the Fisheries Management (Ocean Trawl Share Management Plan) Regulation 2006.

Ocean Trawl Fishery means the share management fishery of that name, as described in Schedule 1 to the Act.

The provisions of this fishing closure in respect of endorsement holders in the Ocean Trawl Fishery have effect despite any provisions in the Fisheries Management (Ocean Trawl Share Management Plan) Regulation 2006.

This fishing closure is effective from 7:30 am on 24 May 2012 until 1 July 2012, unless sooner amended or revoked.

Notes:

1. The purpose of this fishing closure notification is to reduce the size of the area which has been (temporarily) subject to a prohibition on the use of prawn trawl nets (i.e. the otter trawl net (prawns)) to take fish because of incidental catches of small prawns and high levels of bycatch, including juvenile mullet.

Dated this day 22nd May 2012.

Dr GEOFF ALLAN,
Executive Director,
Fisheries NSW,
Department of Primary Industries,
(an office within the Department of Trade and Investment,
Regional Infrastructure and Services)

ISSN 0155-6320

Authorised to be printed
TONY DUCKMANTON, Government Printer.



Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 54
Friday, 25 May 2012

Published under authority by Government Advertising

LEGISLATION

Online notification of the making of statutory instruments

Week beginning 14 May 2012

THE following instruments were officially notified on the NSW legislation website (www.legislation.nsw.gov.au) on the dates indicated:

Proclamations commencing Acts

[Sydney Water Catchment Management Amendment \(Board Members\) Act 2012 No 28 \(2012-194\)](#) — published LW 18 May 2012

Regulations and other statutory instruments

[Conveyancers Licensing Amendment \(Qualifications\) Order 2012 \(2012-195\)](#) — published LW 18 May 2012

[Conveyancing \(General\) Amendment \(Sydney Desalination Plant\) Regulation 2012 \(2012-200\)](#) — published LW 18 May 2012

[Fisheries Management Amendment \(Threatened Species Conservation\) Order \(No 3\) 2012 \(2012-196\)](#) — published LW 18 May 2012

[Public Authorities \(Financial Arrangements\) Amendment \(State Contracts Control Board\) Regulation 2012 \(2012-197\)](#) — published LW 18 May 2012

[Public Health Amendment \(Scheduled Medical Conditions\) Order 2012 \(2012-198\)](#) — published LW 18 May 2012

Environmental Planning Instruments

[Snowy River Rural Local Environmental Plan 2007 \(Amendment No 2\) \(2012-199\)](#) — published LW 18 May 2012

Assents to Acts

ACT OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney, 18 May 2012

IT is hereby notified, for general information, that His Excellency the Lieutenant-Governor has, in the name and on behalf of Her Majesty, this day assented to the undermentioned Act passed by the Legislative Assembly and Legislative Council of New South Wales in Parliament assembled, viz.:

Act No. 29, 2012 – An Act relating to the formation, registration and management of co-operatives; and for related purposes. [**Co-operatives (Adoption of National Law) Bill**]

RONDA MILLER,
Clerk of the Legislative Assembly

OFFICIAL NOTICES

Appointments

FAIR TRADING ACT 1987

Property Services Advisory Council
Appointment of Chairperson and Members

PURSUANT to section 25H of the Fair Trading Act 1987 and Schedule 4A thereto, I hereby appoint the following members to the Property Services Advisory Council:

- Mr Ian LONGBOTTOM (Chairperson);
- Mr Stephen ALBIN;
- Ms Hera ANTONIADES;
- Mr Dennis BLUTH;
- Ms Pauline CURRAEY;
- Mr Raymond DOWSETT;
- Ms Susanne GERVAY;
- Ms Maria LINDERS;
- Mr Phillip LYONS;
- Mr Andrew MADIGAN;
- Mr Chris MARTIN;
- Mr Timothy McKIBBIN;
- Mr Frank OLIVERI;
- Mr Simon PAXTON; and
- Ms Sharon VINCENT.

This appointment is made for a period commencing on this day and concluding on 30 June 2013.

Dated this 22nd day of May 2012.

Anthony Roberts, M.P.,
Minister for Fair Trading

FAIR TRADING ACT 1987

Retirement Villages Advisory Council
Appointment of Chairperson and Members

PURSUANT to section 25K of the Fair Trading Act 1987 and Schedule 4A thereto, I hereby appoint the following members to the Retirement Villages Advisory Council:

- Mr Kevin SCHREIBER (Chairperson);
- Mr John COOPER;
- Mr Mark EAGLESTON;
- Ms Denise HANDCOCK;
- Ms Raewyn MANNIX;
- Ms Nieves MURRAY;
- Ms Janice PRITCHETT;
- Mr Paul SADLER;
- Ms Betty SCOTT;
- Mr Leon SHOHMELIAN;
- Ms Lois TOWART; and
- Mr Robert WADDELL.

This appointment is made for a period commencing on this day and concluding on 30 June 2013.

Dated this 22nd day of May 2012.

ANTHONY ROBERTS, M.P.,
Minister for Fair Trading

FAIR TRADING ACT 1987

Motor Vehicle Industry Advisory Council
Appointment of Chairperson and Members

PURSUANT to section 25E of the Fair Trading Act 1987 and Schedule 4A thereto, I hereby appoint the following members to the Motor Vehicle Industry Advisory Council:

- Mr James McCALL (Chairperson);
- Mr Louis AMATO;
- Mr Peter BLANSHARD;
- Mr Geoffrey CORRIGAN
- Mr Peter GOUDIE;
- Mr Jack HALEY;
- Ms Deborah JOYCE;
- Mr Alan KING;
- Mr Colin LONG;
- Mr Geoffrey LOWE;
- Mr Grahame McCRAW;
- Ms Vicki MULLEN;
- Mr Paul VAN DER WEEGEN; and
- Ms Cecilia WARREN.

This appointment is made for a period commencing on this day and concluding on 30 June 2013.

Dated this 22nd day of May 2012.

ANTHONY ROBERTS, M.P.,
Minister for Fair Trading

HOME BUILDING ACT 1989

Home Building Advisory Council
Appointment of Chairperson and Members

PURSUANT to section 115D of the Home Building Act 1989 and Schedule 1 thereto, I hereby appoint the following members to the Home Building Advisory Council:

- Mr Gregory McCARTHY (Chairperson);
- Ms Penny LE COUTEUR (Deputy Chairperson);
- Mr David BARE;
- Mr Anthony CAHILL;
- Mr Joseph CATO;
- Mr Spiros DASSAKIS;
- Mr Douglas EATON;
- Mr William MEREDITH;
- Mr Mark MOREY;
- Ms Vicki MULLEN;
- Mr Andrew NGUYEN;
- Mr Philip SIM;
- Mr William STAVRINOS;
- Mr John SUTTON;
- Mr Mark WILLIAMSON; and
- Mr John WORTHINGTON.

This appointment is made for a period commencing on this day and concluding on 30 June 2013.

Dated this 22nd day of May 2012.

ANTHONY ROBERTS, M.P.,
Minister for Fair Trading

Department of Planning

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

ORDER

I, the Minister for Planning and Infrastructure, pursuant to section 75P(2)(d) of the Environmental Planning and Assessment Act 1979 (as continued in force by Schedule 6A to that Act) declare, by this my Order, that development on part of the land within the Wet 'n' Wild Sydney site (as identified in Schedule 1 below) that satisfies the requirements for complying development as specified in the document titled Complying Development Code – Complying Development for the Purpose of a Water Theme Park at 'Wet 'n' Wild Sydney', Reservoir Road, Prospect – Concept Plan Approval MP10_0190, approved on and dated 21 May 2012, is complying development, as appropriate.

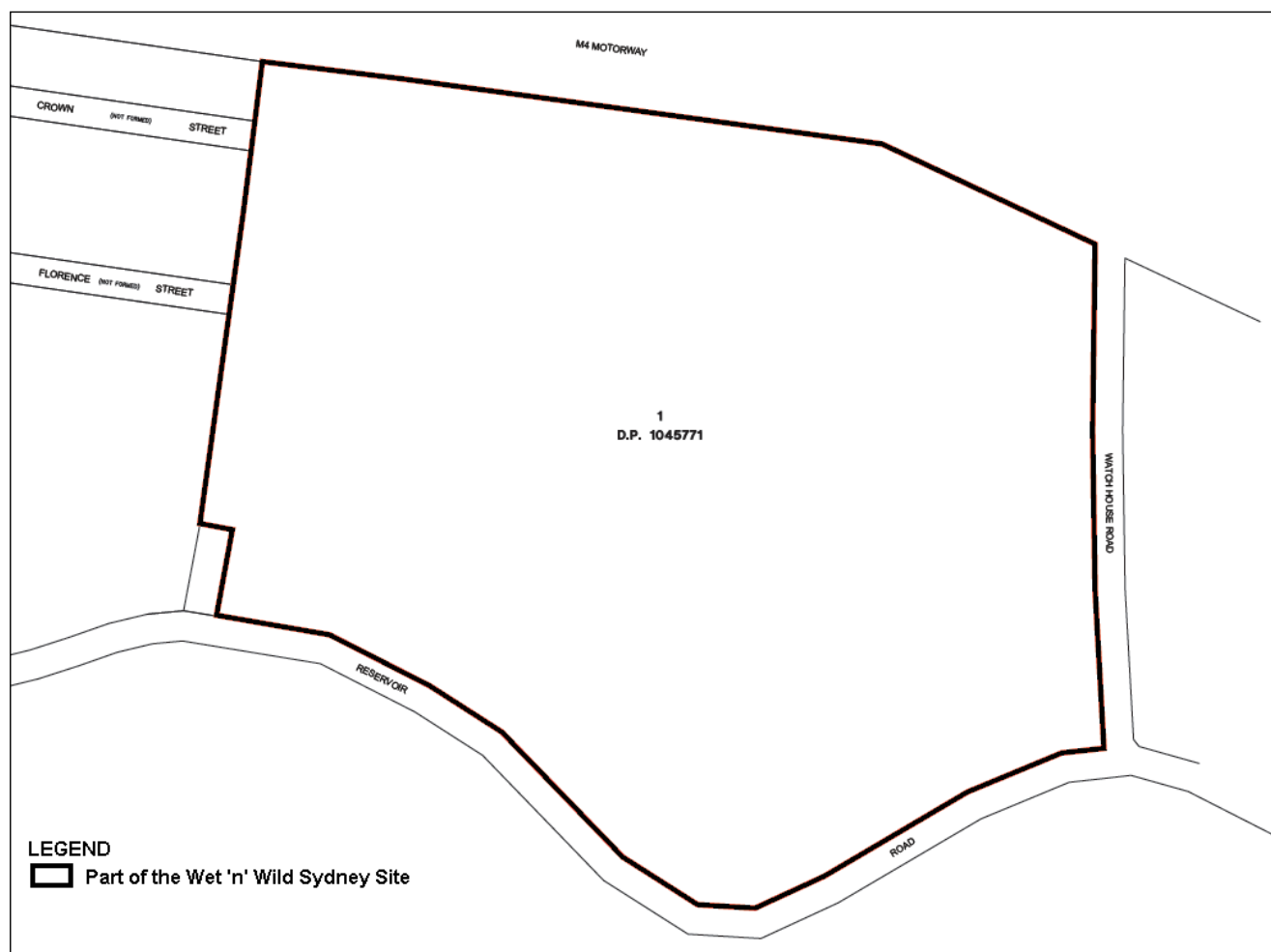
Dated: 21 May 2012.

SAM HADDAD,
Deputy Director-General,
Development Assessment & Systems Performance,
Department of Planning & Infrastructure
As delegate for the Minister for Planning and Infrastructure
(Instrument of delegation published in *New South Wales Government Gazette* No. 95
of 28 September 2011, at page 5685)

SCHEDULE 1

Part of the land known as 'Wet 'n' Wild Sydney' (Part of Lot 1 in DP 1045771) as shown edged heavy black on the map marked Wet 'n' Wild Sydney Cadastre within Blacktown Local Government Area.

Wet 'n' Wild Sydney Site Cadastre



ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**ORDER**

I, the Minister for Planning & Infrastructure:

- (a) repeal the Order made by the former Minister for Planning under section 75P(2)(d) of the Environmental Planning & Assessment Act 1979 and published in *New South Wales Government Gazette* No. 87 on 11 July 2008, at page 6993; and
- (b) revoke the declaration made by that Order that development within the Vincentia Coastal Village site that satisfies the requirements for exempt development or complying development specified in Exempt and Complying Development Controls – Vincentia Coastal Village, dated 8 July 2008, is exempt development or complying development as appropriate.

Dated: Sydney, 30 April 2012.

The Hon. BRAD HAZZARD, M.P.,
Minister for Planning & Infrastructure

Explanatory note

The object of this Order is to repeal a previous Order that established exempt and complying development controls for the Vincentia Coastal Village site.

Roads and Maritime Services

ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

BEGA VALLEY SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 19 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 22 May 2012.

GRAEME WILLIAMS,
General Manager,
Bega Valley Shire Council
(by delegation from the Minister for Roads)

SCHEDULE

1. Citation

This Notice may be cited as Bega Valley Shire Council 19 Metre B-Double Route Notice No. 1/2012.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 1 September 2015 unless it is amended or repealed earlier.

4. Application

This Notice applies to those 19 metre B-Double vehicles where gross weight exceeds 50 tonnes which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

Type	Road No.	Road Name	Starting Point	Finishing Point
19m.		Kerrisons Lane, Bega.	HW1 Princes Highway.	MR272 Tathra Road.
19m.	272.	Tathra Road, Bega.	Kerrisons Lane.	Tarraganda Lane.
19m.		Tarraganda Lane, Bega.	MR272 Tathra Road.	Reedy Swamp Road.
19m.		Reedy Swamp Road, Bega.	Tarraganda Lane.	Mimosa State Forest Boundary.

ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

CONARGO SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which Road Train Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 9 May 2012.

BARRY BARLOW,
General Manager,
Conargo Shire Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Conargo Shire Council Road Train Notice No. 02/2011.

2. Commencement

This Notice takes effect on the date of publication in the *New South Wales Government Gazette*.

3. Effect

This Notice remains in force until 30 September 2015 unless it is amended or repealed earlier.

4. Application

This Notice applies to those Road Train vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2010 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
RT.	Mabins Well Road.	Carrathool Road.	Conargo Shire – Jerilderie Shire Boundary, approx 1.6kms west of Goolgumbra Road.	Open only in November, December, March, April and May.

ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

LEETON SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which Road Train Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 14 May 2012.

JOHN BATCHELOR,
General Manager,
Leeton Shire Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Leeton Shire Council Road Train Notice No. 02/2011.

2. Commencement

This Notice takes effect on the date of publication in the *New South Wales Government Gazette*.

3. Effect

This Notice remains in force until 30 September 2015 unless it is amended or repealed earlier.

4. Application

This Notice applies to those Road Train vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2010 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
RT.	McKay Avenue.	Intersection of (MR80) Wamoon Avenue.	De Poali Transport, 12 McKay Avenue.
RT.	Vance Road.	Intersection of (MR80) Wamoon Avenue.	Chaffey Avenue.
RT.	Chaffey Avenue.	Intersection of Vance Road.	Intersection of Massey Avenue.
RT.	Massey Avenue.	Intersection of Chaffey Avenue.	De Paoli Depot, 200m past intersection of Wolseley Avenue.

ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

LEETON SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which Road Train Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 22 May 2012.

JOHN BATCHELOR,
General Manager,
Leeton Shire Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Leeton Council Road Train (Amendment) Notice No. 02/2011.

2. Commencement

This Notice takes effect on the date of publication in the *New South Wales Government Gazette*.

3. Effect

This Notice remains in force until 30 September 2015 unless it is amended or repealed earlier.

4. Application

This Notice applies to those Road Train vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2010 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
RT.	Canal Street.	MR 80 Irrigation Way.	Market Street.	No travel permitted from 7:30am to 9:30am and 3:30pm to 5:00pm on school days.
RT.	Calrose Street.	Canal Street.	Brady Way/Railway Avenue.	No travel permitted from 7:30am to 9:30am and 3:30pm to 5:00pm on school days.
RT.	Brady Way.	Canal Street.	Calrose Street.	No travel permitted from 7:30am to 9:30am and 3:30pm to 5:00pm on school days.
RT.	Market Road.	Canal Street.	Railway Avenue.	No travel permitted from 7:30am to 9:30am and 3:30pm to 5:00pm on school days.

ROAD TRANSPORT (GENERAL) ACT 2005

Notice under the Road Transport (Mass, Loading and Access) Regulation 2005

ORANGE CITY COUNCIL, in pursuance of the Road Transport (Mass, Loading, Access) Regulation 2005, make the amendment in the Schedule to the routes and areas previously specified on or in which 19 metre B-Doubles may be used.

Dated: 21 May 2012.

GARY STYLES,
General Manager,
Orange City Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as the Orange City Council 19 metre B-Double Notice No. 2/2012.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 1 September 2015 unless it is amended or repealed earlier.

4. Application

This Notice applies to those 19 metre B-Double vehicles where gross weight exceeds 50 tonnes which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
19.	Barrett Street, Orange.	8 Barrett Street.	Racecourse Road.
19.	Racecourse Road, Orange.	Barrett Street.	Woodward Street.

ROAD TRANSPORT (GENERAL) ACT 2005

Notice under the Road Transport (Mass, Loading and Access) Regulation 2005

ORANGE CITY COUNCIL, in pursuance of the Road Transport (Mass, Loading, Access) Regulation 2005, makes the amendment in the Schedule to the routes and areas previously specified on or in which 19m B-Doubles may be used.

Dated: 21 May 2012.

GARY STYLES,
General Manager,
Orange City Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as the Orange City Council 19m B-Doubles Repeal Notice No. 1/2012.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Amendment

The General Permit Notice 2005, is amended by omitting the following from that Notice:

<i>Type</i>	<i>Road</i>	<i>Starting Point</i>	<i>Finishing Point</i>
19m.	Barrett Street, Orange.	8 Barrett Street.	Woodward Street.

ROADS ACT 1993

Notice of Dedication of Land as Public Road at
Kingsdale and Goulburn in the Goulburn
Mulwaree Council area

Roads and Maritime Services, by its delegate, dedicates
the land described in the schedule below as public road
under section 10 of the Roads Act 1993.

Brian A Quill
Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

SCHEDULE

ALL those pieces or parcels of land situated in the
Goulburn Mulwaree Council area, Parish of
Narrangarril and County of Argyle, shown as:

Lots 112 and 113 Deposited Plan 1127005;

Lots 61, 62 and 63 Deposited Plan 1008018;

Lot 6 Deposited Plan 1118298;

Lot 101 Deposited Plan 1009703;

Lots 1 to 11 inclusive Deposited Plan 223942;

Lots 78 to 85 inclusive Deposited Plan 1006688; and

Lots 105 to 110 inclusive Deposited Plan 1007433.

(RMS Papers: 297.1184)

Department of Trade and Investment, Regional Infrastructure and Services

COAL MINE HEALTH AND SAFETY ACT 2002

Instrument of Appointment

I, BRAD MULLARD, 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, hereby appoint Robert James WILLIAMS as an Inspector.

Dated this 16th day of May 2012.

BRAD MULLARD,
Executive Director,
Mineral Resources,
Department of Trade and Investment,
Regional Infrastructure and Services
(under subdelegation from Director-General
of authority delegated by
Minister for Resources and Energy)

MINE HEALTH AND SAFETY ACT 2004

Instrument of Appointment

I, BRAD MULLARD, 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 Robert James WILLIAMS as an Inspector.

Dated this 16th day of May 2012.

BRAD MULLARD,
Executive Director,
Mineral Resources,
Department of Trade and Investment,
Regional Infrastructure and Services
(under subdelegation from Director-General
of authority delegated by
Minister for Resources and Energy)

MINERAL RESOURCES

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T12-1133)

No. 4586, ARK MINES LIMITED (ACN 123 668 717), area of 4 units, for Group 1, dated 16 May 2012. (Orange Mining Division).

(T12-1134)

No. 4587, SOC2 PTY LTD (ACN 158 331 296), area of 100 units, for Group 1, dated 16 May 2012. (Inverell Mining Division).

(T12-1135)

No. 4588, ARK MINES LIMITED (ACN 123 668 717), area of 14 units, for Group 1, dated 17 May 2012. (Orange Mining Division).

(T12-1136)

No. 4589, THOMSON RESOURCES LTD (ACN 138 358 728), area of 100 units, for Group 1, dated 18 May 2012. (Cobar Mining Division).

MINING LEASE APPLICATION

(T12-1510)

No. 426, DONALDSON COAL PTY LTD (ACN 073 088 945), area of about 158.3 hectares, to mine for coal, dated 10 May 2012. (Singleton Mining Division).

CHRIS HARTCHER, M.P.,
Minister for Resources and Energy

NOTICE is given that the following applications have been granted:

EXPLORATION LICENCE APPLICATIONS

(T11-0138)

No. 4254, now Exploration Licence No. 7925, NEWMONT EXPLORATION PTY LTD (ACN 006 306 690), Counties of Gordon and Wellington, Map Sheet (8632), area of 16 units, for Group 1, dated 2 May 2012, for a term until 2 May 2014.

(T11-0143)

No. 4259, now Exploration Licence No. 7929, MINOTAUR OPERATIONS PTY LTD (ACN 108 925 284), Counties of Ewenmar, Gordon and Narromine, Map Sheet (8533, 8633), area of 200 units, for Group 1, dated 4 May 2012, for a term until 4 May 2014.

(T11-0246)

No. 4339, now Exploration Licence No. 7931, PLATSEARCH NL (ACN 003 254 395), Counties of Blaxland and Dowling, Map Sheet (8131), area of 92 units, for Group 1, dated 4 May 2012, for a term until 4 May 2014.

(T11-0250)

No. 4343, now Exploration Licence No. 7935, DEXON RESOURCES NO. 3 PTY LTD (ACN 152 520 771), County of Rous, Map Sheet (9440), area of 2 units, for Group 1, dated 15 May 2012, for a term until 15 May 2014.

(T11-0251)

No. 4344, now Exploration Licence No. 7936, DEXON RESOURCES NO. 1 PTY LTD (ACN 152 520 735), Counties of Cadell and Townsend, Map Sheet (7826), area of 45 units, for Group 1, dated 14 May 2012, for a term until 14 May 2014.

(T11-0314)

No. 4397, now Exploration Licence No. 7932, PINNACLE GOLD PTY LTD (ACN 151 778 424), Counties of Darling and Nandewar, Map Sheet (8936, 8937, 9036, 9037), area of 261 units, for Group 1, dated 10 May 2012, for a term until 10 May 2014.

(T11-0340)

No. 4424, now Exploration Licence No. 7937, DEXON RESOURCES NO. 6 PTY LTD (ACN 154 144 877), Counties of Argyle and King, Map Sheet (8728, 8828), area of 2 units, for Group 1, dated 14 May 2012, for a term until 14 May 2014.

(T11-0341)

No. 4425, now Exploration Licence No. 7938, DEXON RESOURCES NO. 7 PTY LTD (ACN 154 144 617), County of Argyle, Map Sheet (8828, 8829), area of 56 units, for Group 1, dated 14 May 2012, for a term until 14 May 2014.

CHRIS HARTCHER, M.P.,
Minister for Resources and Energy

NOTICE is given that the following applications have been withdrawn:

EXPLORATION LICENCE APPLICATIONS

(T12-1120)

No. 4573, ARK MINES LIMITED (ACN 123 668 717), County of Cunningham and County of Flinders, Map Sheet (8233). Withdrawal took effect on 18 May 2012.

(T12-1133)

No. 4586, ARK MINES LIMITED (ACN 123 668 717), County of Cunningham, Map Sheet (8233). Withdrawal took effect on 18 May 2012.

CHRIS HARTCHER, M.P.,
Minister for Resources and Energy

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

(12-2616)

Exploration Licence No. 5306, BICKHAM COAL COMPANY PTY LIMITED (ACN 087 270 899), area of 3040 hectares. Application for renewal received 22 May 2012.

(12-2617)

Exploration Licence No. 5888, BICKHAM COAL COMPANY PTY LIMITED (ACN 087 270 899), area of 2040 hectares. Application for renewal received 22 May 2012.

(12-2505)

Exploration Licence No. 6239, SILVER MINES LIMITED (ACN 107 452 942), area of 4 units. Application for renewal received 16 May 2012.

(T04-0018)

Exploration Licence No. 6246, CARPENTARIA EXPLORATION LIMITED (ACN 095 117 981), area of 12 units. Application for renewal received 16 May 2012.

(06-0096)

Exploration Licence No. 6576, IRONBARK ZINC LIMITED (ACN 118 751 027), area of 20 units. Application for renewal received 21 May 2012.

(T07-0488)

Exploration Licence No. 7152, ILUKA RESOURCES LIMITED (ACN 008 675 018), area of 124 units. Application for renewal received 18 May 2012.

(T09-0152)

Exploration Licence No. 7547, CENTRAL WEST SCIENTIFIC PTY LTD (ACN 128 344 507), area of 36 units. Application for renewal received 18 May 2012.

(12-2625)

Coal Lease No. 394 (Act 1973), CENTENNIAL SPRINGVALE PTY LIMITED (ACN 052 096 812) and SPRINGVALE SK KORES PTY LIMITED (ACN 051 015 402), area of 17 hectares. Application for renewal received 22 May 2012.

CHRIS HARTCHER, M.P.,
Minister for Resources and Energy

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(04-1753)

Exploration Licence No. 3854, NIMROD RESOURCES LIMITED (ACN 130 842 063), Counties of Gunderbooka and Irrara, Map Sheet (8038), area of 7 units, for a further term until 20 May 2013. Renewal effective on and from 16 May 2012.

(07-1228)

Exploration Licence No. 4232, AUSMINDEX PTY LIMITED (ACN 003 287 634) and ALLEGIANCE MINING OPERATIONS PTY LTD (ACN 066 454 457), County of Mouramba, Map Sheet (8133), area of 5 units, for a further term until 16 March 2013. Renewal effective on and from 16 May 2012.

(07-1229)

Exploration Licence No. 4458, AUSMINDEX PTY LIMITED (ACN 003 287 634) and ALLEGIANCE MINING OPERATIONS PTY LTD (ACN 066 454 457), County of Mouramba, Map Sheet (8133), area of 4 units, for a further term until 16 March 2013. Renewal effective on and from 16 May 2012.

(07-4171)

Exploration Licence No. 5242, JAGUAR MINERALS LIMITED (ACN 107 159 713), Counties of Georgiana and Westmoreland, Map Sheet (8830), area of 12 units, for a further term until 27 June 2013. Renewal effective on and from 16 May 2012.

(07-3124)

Exploration Licence No. 5574, ORD INVESTMENTS PTY LTD (ACN 107 735 071), Counties of Georgiana and Westmoreland, Map Sheet (8830), area of 23 units, for a further term until 3 June 2013. Renewal effective on and from 16 May 2012.

(T00-0076)

Exploration Licence No. 5792, TEMPLAR RESOURCES PTY LTD (ACN 085 644 944), County of Bland, Map Sheet (8429, 8430), area of 52 units, for a further term until 8 November 2012. Renewal effective on and from 2 May 2012.

(04-0525)

Exploration Licence No. 6305, Donald John PERKIN and MINEXCHANGE PROPRIETARY LIMITED (ACN 086 042 524), County of Monteagle, Map Sheet (8530), area of 7 units, for a further term until 23 September 2012. Renewal effective on and from 28 March 2012.

(04-0520)

Exploration Licence No. 6416, AUSMON RESOURCES LTD (ACN 134 358 964) and ROBUST OPERATIONS PTY LIMITED (ACN 106 964 881), Counties of Flinders and Mouramba, Map Sheet (8133, 8134, 8233), area of 12 units, for a further term until 16 May 2013. Renewal effective on and from 16 May 2012.

(10-6036)

Exploration Licence No. 6463, BC EXPLORATION PTY LTD (ACN 144 885 165), County of Georgiana, Map Sheet (8829, 8830), area of 28 units, for a further term until 5 September 2013. Renewal effective on and from 16 May 2012.

(06-4092)

Exploration Licence No. 6751, DRYSDALE RESOURCES PTY LTD (ACN 120 922 161), Counties of Cowper, Robinson and Yanda, Map Sheet (8035, 8135), area of 50 units, for a further term until 17 April 2013. Renewal effective on and from 4 May 2012.

(10-2001)

Coal Lease No. 358 (Act 1973), GLENDELL TENEMENTS PTY LIMITED (ACN 056 693 175), Parish of Vane, County of Durham, Map Sheet (9133-3-S), area of 747 hectares, for a further term until 27 March 2032. Renewal effective on and from 30 March 2012.

(T83-0141)

Mining Lease No. 1174 (Act 1973), BALRANALD GYPSUM PTY LTD (ACN 081 196 947), Parish of Paika, County of Caira, Map Sheet (7628-4-N), area of 30.19 hectares, for a further term until 9 November 2028. Renewal effective on and from 18 May 2011.

CHRIS HARTCHER, M.P.,
Minister for Resources and Energy

CANCELLATION OF AUTHORITIES AT REQUEST OF HOLDERS

NOTICE is given that the following authorities have been cancelled:

(T08-0232)

Exploration Licence No. 7329, VALE AUSTRALIA EA PTY LTD (ACN 081 724 101), County of Culgoa and County of Gunderbooka, Map Sheet (8038, 8138), area of 211 units. Cancellation took effect on 18 May 2012.

(T08-0233)

Exploration Licence No. 7330, VALE AUSTRALIA EA PTY LTD (ACN 081 724 101), County of Culgoa and County of Gunderbooka, Map Sheet (8138, 8139), area of 106 units. Cancellation took effect on 18 May 2012.

(T11-0177)

Exploration Licence No. 7870, WESTROCK PTY LTD (ACN 007 391 737), County of Cadell, Map Sheet (7825, 7826), area of 53 units. Cancellation took effect on 15 May 2012.

CHRIS HARTCHER, M.P.,
Minister for Resources and Energy

PRIMARY INDUSTRIES**ERRATA****DEER ACT 2006**

THE notices published in the *New South Wales Government Gazette* No. 28 of 16 March 2012, Folio 707, relating to section 34 of the Deer Act 2006, Instrument of Delegation was gazetted with the incorrect date of 7 March 2011 – it should read 7 March 2012. This erratum corrects that error with the gazettal date remaining 16 March 2012.

NON- INDIGENOUS ANIMALS ACT 1987

THE notices published in the *New South Wales Government Gazette* No. 28 of 16 March 2012, Folio 707, relating to section 29A of the Non-Indigenous Animals Act 1987, Instrument of Delegation was gazetted with the incorrect date of 7 March 2011 – it should read 7 March 2012. This erratum corrects that error with the gazettal date remaining 16 March 2012.

NOXIOUS WEEDS ACT 1993

THE notices published in the *New South Wales Government Gazette* No. 28 of 16 March 2012, Folio 708, relating to section 66 of the Noxious Weeds Act 1993, Instrument of Delegation was gazetted with the incorrect date of 7 March 2011 – it should read 7 March 2012. This erratum corrects that error with the gazettal date remaining 16 March 2012.

PLANT DISEASES ACT 1924

THE notices published in the *New South Wales Government Gazette* No. 28 of 16 March 2012, Folio 708, relating to section 3A of the Plant Diseases Act 1924, Instrument of Delegation was gazetted with the incorrect date of 7 March 2011 – it should read 7 March 2012. This erratum corrects that error with the gazettal date remaining 16 March 2012.

**PLANTATIONS AND REAFFORESTATION ACT
1999**

THE notices published in the *New South Wales Government Gazette* No. 28 of 16 March 2012, Folio 708, relating to section 67 of the Plantations and Reafforestation Act 1999, Instrument of Delegation was gazetted with the incorrect date of 7 March 2011 – it should read 7 March 2012. This erratum corrects that error with the gazettal date remaining 16 March 2012.

RURAL LANDS PROTECTION ACT 1998

THE notices published in the *New South Wales Government Gazette* No. 28 of 16 March 2012, Folio 712, relating to section 241(1) of the Rural Lands Protection Act 1998, Instrument of Delegation was gazetted with the incorrect date of 7 March 2011 – it should read 7 March 2012. This erratum corrects that error with the gazettal date remaining 16 March 2012.

STOCK (CHEMICAL RESIDUES) ACT 1975

THE notices published in the *New South Wales Government Gazette* No. 28 of 16 March 2012, Folio 712, relating to section 13A of the Stock (Chemical Residues) Act 1975, Instrument of Delegation was gazetted with the incorrect date of 7 March 2011 – it should read 7 March 2012. This erratum corrects that error with the gazettal date remaining 16 March 2012.

AGRICULTURAL INDUSTRY SERVICES ACT 1998**Appointment of Inspector**

I, RICHARD FREDERICK SHELDRAKE, Director-General of the Department of Primary Industries, with the delegated authority of the Director General of the Department of Trade and Investment, Regional Infrastructure and Services, pursuant to section 16(4) of the Agricultural Industry Services Act 1998 ('the Act') and pursuant to section 41A of the Act appoint the persons named in the Schedule as inspectors for the purposes of the Act.

Dated this 18th day of May 2012.

SCHEDULE

Sally WHITLEY and

Daniel DAVIDSON.

R. F. SHELDRAKE,
Director-General,
Department of Primary Industries
(an office within the Department of Trade and
Investment, Regional Infrastructure and Services)

PESTICIDES REGULATION 2009**NSW Department of Primary Industries****Notification of Revision of a Pesticide Use Notification
Plan**

THE NSW Department of Primary Industries has prepared a Pesticide Use Notification Plan in accordance with the requirements of Clauses 20 and 21 of the Pesticides Regulation 2009, administered by the Environment Protection Authority.

The Plan sets out how, when and where the NSW Department of Primary Industries proposes to notify the general public of any pesticide applications to prescribed public places under its control.

Copies of the Revised Pesticide Use Notification Plan can be obtained from the Department's web site at www.dpi.nsw.gov.au or by contacting the Biosecurity Business & Legislation Section on (02) 6391 3704 or by e-mail on pesticide.notification@dpi.nsw.gov.au. Comments will be received until 30 June 2012.

RICHARD SHELDRAKE,
Director General,
NSW Department of Primary Industries

LANDS

ARMIDALE CROWN LANDS OFFICE
108 Faulkner Street (PO Box 199A), Armidale NSW 2350
Phone: (02) 6770 3100 Fax (02) 6771 5348

**REVOCATION OF RESERVATION OF CROWN
LAND**

PURSUANT to section 90 of the Crown Lands Act 1989, the reservation of Crown Land specified in Column 1 of the Schedule hereunder, is revoked to the extent 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>
Land District: Glen Innes.	The part being Lot 22,
Local Government Area: Glen Innes Severn Council.	DP No. 753314, Parish Strathbogie North, County
Locality: Emmaville.	Gough, of an area of 16.487
Reserve No.: 96229.	hectares.
Public Purpose: Future public requirements.	
Notified: 20 August 1982.	
Lot 76, DP No. 753314, Parish Strathbogie North, County Gough.	
Lot 7006, DP No. 1066061, Parish Strathbogie North, County Gough.	
Lot 912, DP No. 753314, Parish Strathbogie North, County Gough.	
Lot 22, DP No. 753314, Parish Strathbogie North, County Gough.	
Lot 7004, DP No. 92659, Parish Strathbogie North, County Gough.	
Lot 7302, DP No. 1165720#, Parish Strathbogie North, County Gough.	
Lot 7303, DP No. 1165694#, Parish Strathbogie North, County Gough.	
File No.: 07/4049.	

Disclaimer: Please note that the above Lot numbers marked # are for Departmental use only.

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

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

Road Closed: Lots 2-4, DP 1172498, rights of carriageway created by Deposited Plan 1172498.

File No.: DB05 H 300.

Schedule

On closing, the land within Lots 2-4, DP 1172498 remains vested in the State of New South Wales as Crown Land.

GOULBURN OFFICE**159 Auburn Street (PO Box 748), Goulburn NSW 2580****Phone: (02) 4824 3700****Fax: (02) 4822 4287****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 – Marulan; County – Argyle;
Land District – Goulburn; L.G.A. – Goulburn Mulwaree*

Road Closed: Lot 1, DP 1174575.

File No.: 10/15996.

Schedule

On closing, the land within Lot 1, DP 1174575 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Tubbul; County – Bland;
Land District – Young; L.G.A. – Young*

Road Closed: Lot 1, DP 1174472.

File No.: GB07 H 457.

Schedule

On closing, the land within Lot 1, DP 1174472 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Yarralaw; County – Argyle;
Land District – Goulburn; L.G.A. – Goulburn Mulwaree*

Road Closed: Lot 1, DP 1173812.

File No.: GB07 H 374.

Schedule

On closing, the land within Lot 1, DP 1173812 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Bedulluck; County – Murray;
Land District – Yass; L.G.A. – Yass Valley*

Road Closed: Lot 1, DP 1172355.

File No.: GB06 H 184.

Schedule

On closing, the land within Lot 1, DP 1172355 remains vested in the State of New South Wales as Crown Land.

Description

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

Road Closed: Lot 1, DP 1173741.

File No.: GB07 H 429.

Schedule

On closing, the land within Lot 1, DP 1173741 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Gygederick; County – Wallace;
Land District – Cooma; L.G.A. – Snowy River*

Road Closed: Lot 1, DP 1173743.

File No.: GB07 H 421.

Schedule

On closing, the land within Lot 1, DP 1173743 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Belmore; County – Georgiana;
Land District – Crookwell; L.G.A. – Upper Lachlan Shire*

Road Closed: Lots 1, 2 and 3, DP 1174218 and subject to right of carriageway created by Deposited Plan 1174218.

File No.: GB07 H 407.

Schedule

On closing, the land within Lots 1, 2 and 3, DP 1174218 remains vested in the State of New South Wales as Crown Land.

REVOCATION OF RESERVATION OF CROWN LAND

PURSUANT to section 90 of the Crown Lands Act 1989, the reservation of Crown Land specified in Column 1 of the Schedule hereunder, is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

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

SCHEDULE**Column 1**

Land District: Cooma.
Local Government Area:
Snowy River Shire Council.
Locality: Cootralantra.
Reserve No.: 756698.
Public Purpose: Future
public requirements.
Notified: 29 June 2007.
File No.: GB07 H 421:BA.

Column 2

The parts being Lot 2, DP
1173743 (closed road vide
*New South Wales Government
Gazette* dated 10 March 1961,
Folio 728-729), Parish
Gygederick, County Wallace,
an area of 4079 square metres.

Note: It is intended to sell the revoked part being closed road to the adjoining land owner.

GRIFFITH OFFICE
2nd Floor, Griffith City Plaza,
120–130 Banna Avenue (PO Box 1030), Griffith NSW 2680
Phone: (02) 6960 3600 Fax: (02) 6962 5670

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 – Cowal; County – Gipps;
Land District – Wyalong; L.G.A. – Bland

Road Closed: Lot 1, DP 1173710.

File No.: 10/18320.

Schedule

On closing, the land within Lot 1, DP 1173710 remains vested in the State of New South Wales as Crown Land.

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 – Perricoota; County – Cadell;
Land District – Deniliquin; L.G.A. – Murray*

Road Closed: Lot 1, DP 1170941.

File No.: 10/08036.

Schedule

On closing, the land within Lot 1, DP 1170941 remains vested in the State of New South Wales as Crown Land.

MOREE OFFICE**Frome Street (PO Box 388), Moree NSW 2400****Phone: (02) 6750 6400 Fax: (02) 6752 1707****ERRATUM**

IN the notice appearing in *New South Wales Government Gazette* dated 11 May 2012, Folio 1362, under the heading "Notification of Closing of a Road" the Parishes should read Mayne, Morella and Browne

File No.: 08/7822.

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

NOTIFICATION OF CLOSING OF ROADS

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

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

Description

*Land District – Moree; Council – Moree Plains Shire;
Parish – Campbell; County – Courallie*

Roads Closed: Lot 1, DP 1162190.

File No.: ME96 H 204.

Schedule

Upon closure, the land remains vested in Crown as Crown Land.

NEWCASTLE OFFICE

437 Hunter Street, Newcastle NSW 2300 (PO Box 2185, Dangar NSW 2309)

Phone: (02) 4925 4104

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 – Jerula; County – Cunningham;
Land District – Condobolin; L.G.A. – Lachlan*

Road Closed: Lot 1, DP 1174631 subject to Easement for Access created by Deposited Plan 1174631 (not being land under the Real Property Act).

File No.: CL/00551.

Schedule

On closing, the land within Lot 1, DP 1174631 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Lewis; County – Wellington;
Land District – Orange; L.G.A. – Cabonne*

Road Closed: Lot 506, DP 1151492.

File No.: 08/8901.

Schedule

On closing, the land within Lot 506, DP 1151492 remains vested in the State of New South Wales as Crown Land.

Description

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

Road Closed: Lots 2-4, DP 1174386.

File No.: 11/09376.

Schedule

On closing, the land within Lots 2-4, DP 1174386 remains vested in the State of New South Wales as Crown Land.

Description

*Parishes – Jedburgh and Watton; County – Roxburgh;
Land District – Bathurst; L.G.A. – Bathurst Regional*

Road Closed: Lot 1, DP 1174909.

File No.: CL/00858.

Schedule

On closing, the land within Lot 1, DP 1174909 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Oberon; County – Westmoreland;
Land District – Bathurst; L.G.A. – Oberon*

Road Closed: Lot 1, DP 1174344.

File No.: CL/00218.

Schedule

On closing, the land within Lot 1, DP 1174344 remains vested in the State of New South Wales as Crown Land.

Council's Reference: E31.6.2 MD:HB.

Description

*Parishes – Howick and Wynn; County – Durham;
Land District – Muswellbrook;
L.G.A. – Singleton and Muswellbrook*

Road Closed: Lots 1 and 2, DP 1159371 (not being land under the Real Property Act).

File No.: MD05 H 577.

Schedule

On closing, the land within Lots 1 and 2, DP 1159371 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Liebeg; County – Durham;
Land District – Singleton; L.G.A. – Singleton*

Road Closed: Lot 2, DP 1173387 (not being land under the Real Property Act).

File No.: MD06 H 11.

Schedule

On closing, the land within Lot 2, DP 1173387 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Manbus; County – Brisbane;
Land District – Scone; L.G.A. – Upper Hunter*

Road Closed: Lot 1, DP 1174792 (not being land under the Real Property Act).

File No.: 08/2717.

Schedule

On closing, the land within Lot 1, DP 1174792 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Tomaree; County – Gloucester;
Land District – Newcastle; L.G.A. – Port Stephens*

Road Closed: Lots 1 and 3, DP 1160439 (not being land under the Real Property Act).

File No.: MD05 H 565.

Schedule

On closing, the land within Lots 1 and 3, DP 1160439 remains vested in the State of New South Wales as Crown Land.

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

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 – Dananbilla; County – Monteagle;
Land District – Young; L.G.A. – Young*

Road Closed: Lot 1, DP 1175053.

File No.: GB05 H 674.

Schedule

On closing, the land within Lot 1, DP 1175053 remains vested in the State of New South Wales as Crown Land.

ERRATUM

IN the notice appearing in the *New South Wales Government Gazette* dated 18 May 2012, Folio 1852, under the heading “NOWRA OFFICE”, “Notification of Closing of Road”, Lot 3, DP 1171130, Parish Kameruka and County Auckland, was included in error. This road has already been closed in *New South Wales Government Gazette* dated 1 November 1968, Folios 4374 and 4375.

File No.: 10/15950.

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

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

DISSOLUTION OF RESERVE TRUST

PURSUANT to section 92(3) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, which was established in respect of the reserve specified opposite thereto in Column 2 of the Schedule, is dissolved.

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Abercrombie River Reserve Trust.	Reserve No.: 190117. Public Purpose: Environmental protection and rural services. Notified: 22 December 1995. File No.: OE82 R 42.

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>
Fifield Racecourse (R590019) Trust.	Dedication No.: 590019. Public Purpose: Racecourse and athletic sports ground. Notified: 19 October 1956. File No.: 10/08405.

REVOCATION OF RESERVATION OF CROWN LAND

PURSUANT to section 90 of the Crown Lands Act 1989, the reservation of Crown Land specified in Column 1 of the Schedules hereunder, is revoked to the extent specified opposite thereto in Column 2 of the Schedules.

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

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Land District: Blayney. Local Government Area: Blayney. Locality: Carcoar. Reserve No.: 28465. Public Purpose: Night soil depot. Notified: 5th November 1898. File No.: 11/07259.	Lot 442, DP No. 750380, Parish Errol, County Bathurst, area of about 4.052 hectares.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Land District: Blayney. Local Government Area: Blayney. Locality: Carcoar. Reserve No.: 750380. Public Purpose: Future public requirements. Notified: 29th June 2007. File No.: 11/07259.	Lot 441, DP No. 750380, Parish Errol, County Bathurst and Lot 434, DP No. 750380, Parish Errol, County Bathurst, area of about 5.251 hectares.

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

NOTIFICATION OF CLOSING OF ROAD

In pursuance of the provisions of the Roads Act 1993, the roads hereunder described are closed and the land comprised therein cease to be public roads and the rights of passage and access that previously existed in relation to the roads are 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 – Camden; County – Cumberland;
Land District – Picton; Local Government Area – Camden*

Road Closed: Lot 1, DP 1174315, at Grasmere.

File No.: 10/17450.

Schedule

On closing, title for the land in Lot 1, DP 1174315 remains vested in Camden Council as operational land.

The road is closed subject to the easement for water supply purposes 2.5 wide, 3.0 wide and variable width, the easement for underground cables 1 wide, the easement for overhead power lines variable width, the easement for gas mains 3 wide as shown in DP 1174315.

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

DECLARATION OF LAND TO BE CROWN LAND

PURSUANT to section 138 of the Crown Lands Act 1989, the land described in the Schedule hereunder, is declared land that may be dealt with as if it were Crown Land within the meaning of that Act.

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

SCHEDULE

*Land District – Kempsey;
Local Government Area – Kempsey Shire Council;
Parish – Kempsey; County – Macquarie*

Lot 17 in Deposited Plan 1162338 of 8301 square metres at Verges Creek, being land said to be in the possession of the Roads and Traffic Authority of New South Wales.

File No.: 12/00828.

ADDITION TO RESERVED CROWN LAND

PURSUANT to section 88 of the Crown Lands Act 1989, the Crown Land specified in Column 1 of the Schedule hereunder, is added to the reserve specified opposite thereto in Column 2 of the Schedule.

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

SCHEDULE

Column 1

Land District: Kempsey.
Local Government Area:
Kempsey Shire.
Parish: Kempsey.
County: Macquarie.
Locality: Verges Creek.
Lot 17, DP 1162338.
Area: 8301 square metres.
File No.: 12/00828.

Column 2

Reserve No.: 85050.
Public Purpose: Travelling
stock.
Notified: 16 October 1964.

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

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

*Parishes – Gray and Sandy Ridges; County – Hume;
Land District – Corowa; L.G.A. – Corowa*

Road Closed: Lot 3, DP 1172379.

File No.: 11/09768.

Schedule

On closing, the land within Lot 3, DP 1172379 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Lachlan; County – Bourke;
Land District – Wagga Wagga; L.G.A. – Coolamon*

Road Closed: Lots 1-2, DP 1174786.

File No.: 11/08287.

Schedule

On closing, the land within Lots 1-2, DP 1174786 remains vested in the State of New South Wales as Crown Land.

WATER**WATER ACT 1912**

THE Local Land Board for the Land District of Tamworth will at 10:00 am, on Tuesday, 19th June 2012 and Wednesday, 20th June 2012, at the Boggabri Court House, Red Cross Room, Brent Street, Boggabri NSW 2382, publicly inquire as to the desirability of granting a replacement application for 3 pumps on Maules Creek, Lot 1, DP 614506, Parish of Billyena/Therribri, County of Nandewar, for the purpose of irrigation, stock and domestic. (GA1828464).

Any person who believes their interests may be affected by the granting of this application may present their case at this hearing.

ROBERT ALBERT,
Licensing Manager

WATER ACT 1912

AN application for a licence under section 10 of the Water Act 1912, as amended, has been received from:

Garrie Earle COOPER for a pump on Orara River, Lots 1 and 2, DP 1163252 and Bucca Bucca Creek, said Lot 1, DP 1163252, all Parish of Orara, County of Fitzroy, for water supply for stock and domestic purposes and irrigation of 5 hectares (new licence – irrigation allocation of 7 megalitres by way of split of existing licence – no increase in area). (Our Reference: GRA6322806). (GA1828469).

Any enquiries should be directed to (02) 6641 6500.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, Locked Bag 10, Grafton NSW 2460, within 28 days of this publication.

P. HACKETT,
Acting Manager

WATER MANAGEMENT ACT 2000**Appointment**

HER Excellency the Governor, with the advice of the Executive Council and in pursuance of Clauses 5 and 22 of Schedule 5 to the Water Management Act 2000, appoints Mr Denver D'ANGELO to the Cobar Water Board for a period of 5 years commencing 2 May 2012.

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

Other Notices

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation pursuant to Section 72

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to section 72 of the Associations Incorporation Act 2009.

Cancellation is effective as at the date of gazettal.

I Pato Incorporated – Inc9893119

Headland Preservation Group Incorporated – Y2692845

Parkes Under The Stars Incorporated – Inc9894375

Far North Coast District Orchid Council Inc – Y1435337

Harden Shire Community Action Inc – Inc9890848

Urbenville Masonic Centre Incorporated – Y3004801

Sangha Jewel Incorporated – Inc9889490

Dated 18th day of May 2012.

ROBYNE LUNNEY,
Manager,
Case Management,
Registry of Co-operatives & Associations,
NSW Fair Trading,
Department of Finance & Services

Vietnamese Australian Broadcasting Incorporated – Y2716223

The Xchange Youth & Community Resource Centre Incorporated – Inc9875895

Cancellation is effective as at the date of gazettal.

Dated this 17th day of May 2012.

ROBYNE LUNNEY,
Delegate of the Commissioner,
NSW Fair Trading,
Department of Finance & Services

CHARITABLE TRUSTS ACT 1993

Order Under Section 12

Scheme Relating to
the Ben Chifley Engine

IN 1989, a public appeal was conducted in the Orange/Bathurst regions and surrounding communities by the Central West Railway Preservation Society Inc to raise money to purchase heritage train carriages to be used as part of the Ben Chifley steam train. In addition, the public was asked to contribute to the Society's continuing appeal for restoration work on the steam engine referred to as the 'Ben Chifley Engine' and for the development of a museum site. Five carriages were purchased by the Society with the money raised and a sixth carriage was donated by the State Rail Authority.

The Society was wound up and the Bathurst Regional Council has restored the Ben Chifley Engine and put it on static display at Bathurst Railway Station. It will not be restored to working order. The six train carriages, which constitute the charitable trust property, are at Orange East Fork Locomotive Depot in a state of dilapidation. The original purposes of the trust are not able to be fulfilled, which necessitates the Attorney General approving a cy pres scheme for the application of the trust funds or property.

No suitable proposals have been put forward whereby the carriages themselves could be used for an alternative charitable purpose that would be as close as possible to the original purposes of the trust. Two offers have been received for the unencumbered purchase of the train carriages. As delegate of the Attorney General in Charitable Trusts Act 1993 I have previously accepted a recommendation that the offer made by Southern Shorthaul Railroad to purchase the carriages for \$10,000 should be accepted.

I have formed a view that the funds raised by the public appeal and the carriages purchased with those funds (as well as the carriage donated by the SRA), are subject to a charitable trust. I consider that the original purposes of the trust are now impossible to fulfil and that this is an appropriate matter in which the Attorney General should approve a cy pres scheme under section 12 (1) (a) of the Charitable Trusts Act 1993.

I have therefore approved a recommendation that the Attorney General establish a cy pres scheme pursuant to section 12 of the Charitable Trusts Act 1993 so as to permit the sale of the carriages and the application of the proceeds of sale by way of a fifty-fifty split between Lithgow State Mine

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.

Sumgineun Church Incorporated – Inc9874606

Stuarts Point Soccer Club Incorporated – Y2995919

Rotary Club of Tenambit-Morpeth Incorporated – Y0793408

Nimming Pollen League Incorporated – Y2635517

Little Learners Early Childhood Intervention Project Incorporated – Y1409925

SAAA Chapter Six Coffs Harbour District NSW Incorporated – Inc9874288

Swansea Pensioners and Community Slipway Association Incorporated – Inc6591702

Sydney Eastside Precinct Incorporated – Y2405833

Sydney New Jerusalem Church Incorporated – Inc9876769

Sydney Remote Control Yacht Club Incorporated – Y2991441

Syraus Incorporated – Y3060544

Tallaganda Community Action Association Incorporated – Y2005412

Taren Point Child Care Inc – Y1274530

Team Penrith 2000 Incorporated – Y2719606

Terrabile Creek Landcare Group Incorporated – Y3047727

Terrafirma 4WD Club Incorporated – Inc9874283

Theotokos Incorporated – Y2780311

Topar Rodeo & Gymkhana Club Inc – Y0389022

Truth and Life Ministries Incorporated – Inc9875431

Tumut Charity Bike Ride Incorporated – Y3014748

Railway Ltd/ COC Ltd for the purposes of restoring other rail carriages for use in tourist heritage rail services in the Central West of NSW, and to Bathurst Regional Council for the purposes of the maintenance of the Ben Chifley Engine, which is on static display in Bathurst.

This Order will take effect 21 days after its publication in the *NSW Government Gazette*, in accordance with section 16 (2) of the Charitable Trusts Act 1993.

Date of Order: 22 May 2012.

NATALIE ADAMS,
Deputy Solicitor General
under delegation from the Attorney General

CHARITABLE TRUSTS ACT 1993

Notice Under Section 15

Proposed Scheme Relating to the John and Elizabeth Newnham Pring Memorial Prize

BY will dated 12 June 1964 the late Mrs Elizabeth Pring bequeathed one thousand pounds to be applied by the Trustees of the Art Gallery of New South Wales ("AGNSW") for the purpose of applying annually the income therefrom as a prize for the best landscape executed in water colours by a woman artist.

In 2011 the AGNSW applied to the Attorney General to establish a scheme under the Charitable Trusts Act 1993 under which the Pring Trust would be wound up and the monies remaining in the Pring Trust would be transferred to the Kathleen Buchanan May Memorial Prize Trust. The AGNSW considers a scheme necessary because the funds in the Pring Trust are insufficient to keep the prize viable.

The question of whether a cy pres scheme was in fact needed in this case because is by no means certain, as the original object of the Trust has not failed and it is still possible to award the prize, albeit that there are some difficulties in doing so. However, even if a cy pres scheme were necessary in this case, the scheme proposed by the AGNSW is not suitable as it is not as close as possible to the original purpose of the Pring Trust, which was to fund an award for a watercolour landscape by a woman artist. The purpose of the Kathleen Buchanan May Memorial Prize Trust is to award a prize to a still-life watercolour in a traditional/conservative style. The Kathleen Buchanan May Memorial Prize is open to male and female artists.

While a cy pres scheme may not be necessary, an administrative scheme which permits the AGNSW to apply the capital and income from the Pring trust and to award the prize from time to time is an appropriate means of addressing the issue and is expedient in the interests of the administration of the charitable trust.

The Solicitor General, as delegate of the Attorney General in such matters (and through his delegate the Crown Advocate), has determined that the Pring Memorial Prize is a trust for a valid charitable purpose.

Accordingly, the Solicitor General has approved the establishment of a scheme pursuant to section 12 (1) (b) of the Charitable Trusts Act 1993 to enable the Trustees AGNSW to use the capital and income of the Pring Trust to award a prize from time to time for a watercolour landscape painted by a female artist.

Take note that within one month after the publication of this notice any person may make representations or suggestions to the Attorney General in respect of the proposed scheme. Enquiries may be made to (02) 9224 5274.

Date: 21 May 2012.

LAURIE GLANFIELD,
Director General,
Department of Attorney General and Justice

CONTAMINATED LAND MANAGEMENT ACT 1997

Declaration of Significantly Contaminated Land

(Section 11 of the Contaminated Land
Management Act 1997)

Declaration Number 20121102; Area Number 3304

THE Environment Protection Authority (EPA) declares the following land to be significantly contaminated land under the Contaminated Land Management Act 1997 ("the Act"):

1. Land to which this declaration applies ("the site")

The site to which this declaration relates is described as:

- Lots A in Deposited Plan 393087 – 638-646 New South Head Road, Rose Bay

in the municipality of Woollahra. A map of the site is available for inspection at the offices of the Environment Protection Authority, Level 14, 59 Goulburn Street, Sydney NSW.

2. Nature of contamination affecting the site:

The EPA has found that the site is contaminated with the following substances ("the contaminants"):

- Benzene, toluene, ethylbenzene, xylenes, naphthalene and total petroleum hydrocarbons C6-C36.

3. Nature of harm that the contaminants may cause:

The EPA has considered the matters in section 12 of the Act and for the following reasons has determined that the land is contaminated and that the contamination is significant enough to warrant regulation under the Act:

- Concentrations of benzene, toluene, ethylbenzene and xylenes are present in groundwater at concentrations that exceed human health guideline values;
- Migration of contamination is likely to have occurred due to the geology underlying the site and because of the properties of contaminants identified in groundwater at the site;
- Contaminated groundwater could potentially degrade the aquatic ecosystem of Sydney Harbour and limit the harbour's use by the public for recreational purposes; and
- Human exposures may occur if contaminant vapours are accumulating in enclosed spaces such as underground services or buildings or if contaminated groundwater is being used in the vicinity of the site.

4. Further action under the Act

The making of this declaration does not prevent the carrying out of voluntary management of the site and any person may submit a voluntary management proposal for the site to the EPA. If the proposal satisfies

the requirements of section 17 of the Act the EPA may agree not to issue a management order to the person or persons bringing the proposal.

5. Submissions invited

The public may make written submissions to the EPA on:

- Whether the EPA should issue a management order in relation to the site; or
- Any other matter concerning the site.

Submissions should be made in writing to:

Manager, Contaminated Sites,
Environment Protection Authority,
PO Box A290,
Sydney South NSW 1232
or faxed to (02) 9995 5930

by no later than 22 June 2012.

Date: 22 May 2012.

JOHN COFFEY,
Acting Manager, Contaminated Sites,
Environment Protection Authority

NOTE:

Management order may follow

If management of the site or part of the site is required, the EPA may issue a management order under section 14 of the Act.

Amendment/Repeal

This declaration may be amended or repealed. It remains in force until it is otherwise amended or repealed. The subsequent declaration must state the reasons for the amendment or repeal (section 44 of the Act).

Information recorded by the EPA

Section 58 of the Act requires the EPA to maintain a public record. A copy of this significantly contaminated land declaration will be included in the public record.

Information recorded by councils

Section 59 of the Act requires the EPA to give a copy of this declaration to the relevant local council. The council is then required to note on its planning certificate issued pursuant to section 149 (2) of the Environmental Planning and Assessment Act that the land is declared significantly contaminated land. The EPA is required to notify council as soon as practicable when the declaration is no longer in force and the notation on the section 149 (2) certificate is no longer required.

Relationship to other regulatory instrument

This declaration does not affect the provisions of any relevant environmental planning instruments which apply to the land or provisions of any other environmental protection legislation administered by the EPA.

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.

Together Today Co-operative Limited.

Dated this 17th day of May 2012.

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

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.

Young District Producers' Co-operative Society Limited.

Dated this 17th day of May 2012.

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

FORESTRY COMMISSION OF NEW SOUTH WALES

Sydney, 25 May 2012

Forfeited Holding

IT is hereby notified that the undermentioned holding and all rights attached to such holding have become and are hereby forfeited for non-payment of Crown dues, but such forfeiture shall not take effect until the expiration of thirty clear days after this notification.

KATRINA ANN HODGKINSON,
Minister for Primary Industries

*Land District of Walcha; Walcha Shire Council Area
Central Forestry Region*

Conditional Lease 1910/30 Walcha, Lot 69 in Deposited Plan 753716, Parish of Uriamukki, County of Hawes, of 60.59 hectares, holders, Tasmanian Plantation Pty Ltd.

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board has this day assigned the names listed hereunder as geographical names.

Assigned Name:	Pasquale Minnici Park.
Designation:	Reserve.
L.G.A.:	Liverpool City Council.
Parish:	St Luke.
County:	Cumberland.
L.P.I. Map:	Liverpool.
1:100,000 Map:	Penrith 9030.
Reference:	GNB 5578.

Assigned Name:	Liverpool Bicentenary Park.
Designation:	Reserve.
L.G.A.:	Liverpool City Council.
Parish:	Holsworthy.
County:	Cumberland.
L.P.I. Map:	Liverpool.
1:100,000 Map:	Penrith 9030.
Reference:	GNB 5579.

Assigned Name: RAAF Stores Park.
 Designation: Reserve.
 L.G.A.: Auburn City Council.
 Parish: Liberty Plains.
 County: Cumberland.
 L.P.I. Map: Parramatta River.
 1:100,000 Map: Sydney 9130.
 Reference: GNB 5580.

Assigned Name: Pipeclay Point Reserve.
 Designation: Reserve.
 L.G.A.: Wyong Shire Council.
 Parish: Munmorah.
 County: Northumberland.
 L.P.I. Map: Toukley.
 1:100,000 Map: Lake Macquarie 9231.
 Reference: GNB 5582.

Assigned Name: Gregory Hills Amphitheatre.
 Designation: Reserve.
 L.G.A.: Camden Council.
 Parish: Narellan.
 County: Cumberland.
 L.P.I. Map: Campbelltown.
 1:100,000 Map: Wollongong 9029.
 Reference: GNB 5586.

Assigned Name: Laycock Walk.
 Designation: Reserve.
 L.G.A.: City of Botany Bay Council.
 Parish: Botany.
 County: Cumberland.
 L.P.I. Map: Williamstown.
 1:100,000 Map: Sydney 9130.
 Reference: GNB 5587.

The position and the extent for these features are recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the Board's Web Site at www.gnb.nsw.gov.au.

KEVIN RICHARDS,
 A/Secretary

Geographical Names Board,
 PO Box 143, Bathurst NSW 2795.

HEALTH PROFESSIONALS (SPECIAL EVENTS EXCEPTION) ACT 1997

Order Declaring the 2013 Australian Youth
 Olympic Festival a "Special Event"

I, Jillian Skinner, Minister for Health:

- (1) pursuant to sections 5 (1) and (2) of the Health Professional (Special Events Exemption) Act 1997 ("Act"), do hereby declare the 2013 Australian Youth Olympic Festival to be a special event for the purpose of the Act; and
- (2) pursuant to section 5 (3) of the Act do hereby specify the period from 1 to 31 January 2013, both days being inclusive, as the period during which the exemptions under sections 11 (1), (2) and (3) of the Act shall have effect; and
- (3) pursuant to section 5 (5) of the Act do hereby specify that for the purposes of 7 (c) of the Act that the Australian Olympic Committee shall be required to notify in writing the Ministry of Health of the following information:

- (a) the names of the visiting health professionals, being medical practitioners and physiotherapists, who will be providing health care services to visitors within section 6 of the Act (being international youth Olympic team members at the 2013 Australian Youth Olympic Festival), and who have been designated by the Australian Olympic Committee as "registered 2013 Australian Youth Olympic Festival doctors" and "registered 2013 Australian Youth Olympic Festival physiotherapists" respectively; and
 - (b) the name of the country to whose team members those visiting medical practitioners and physiotherapists will be providing health care services; and
- (4) pursuant to section 10 (2) (a) of the Act do hereby authorise a visiting medical practitioner who has been designated as a "registered 2013 Australian Youth Olympic Festival doctors" in accordance with clause 3 (a) above, to issue written prescriptions for restricted substances or drugs or addiction within the meaning of the NSW Poisons and Therapeutic Goods Act 1966 provided that:
- (a) those prescriptions are only issued for the treatment of team members of a named international youth Olympic team referred to in clause 3 (b) above; and
 - (b) such prescriptions otherwise satisfy the requirements of the NSW Poisons and Therapeutic Goods Act 1966 and any Regulation made under that Act and are completed in any such matter as the Director General or the Chief Pharmacist of the Ministry of Health may require.

Signed this 18th day of May 2012.

JILLIAN SKINNER,
 Minister for Health

MOTOR ACCIDENTS (LIFETIME CARE AND SUPPORT) ACT 2006

The Lifetime Care and Support Authority of
 New South Wales Guidelines

I, JULIE NEWMAN, Acting Chief Executive Officer of the Lifetime Care and Support Authority of New South Wales, under sections 7 (2), 7 (4), 8 (6), 9 and 58 of the Motor Accidents (Lifetime Care and Support) Act 2006, issue the following guidelines.

Dated this 17th day of May 2012.

JULIE NEWMAN,
 Acting Chief Executive Officer,
 The Lifetime Care and Support Authority
 of New South Wales

PART 1

Eligibility for participation in the Lifetime Care and Support Scheme

This Part of the Lifetime Care and Support (LTCS) Guidelines is issued under the Motor Accidents (Lifetime Care and Support) Act 2006, including sections 7 (2), 7 (4),

8 (6), 9 and 58. Only people injured in a motor accident in NSW who have sustained an injury as defined in these Guidelines are eligible for participation in the Lifetime Care and Support Scheme (the Scheme).

1. Application for participation

An application to become a participant in the Scheme is made by or on behalf of the injured person or by the insurer of a claim. The application must demonstrate that:

- 1.1 the person had a motor accident within the meaning of the Motor Accidents Compensation Act 1999;
- 1.2 the accident must have occurred in New South Wales (section 4 (2) of the Motor Accidents (Lifetime Care and Support) Act 2006);
- 1.3 the injury was caused by the motor accident; and
- 1.4 the motor accident injury meets the criteria set out below in these Guidelines.

2. Injury criteria

Eligibility for interim participation, and eligibility for lifetime participation, is limited to people injured in a motor accident, who meet the following injury criteria at the time that the application is made.

A medical specialist must certify that the injured person meets the following injury criteria, including certification that the specialist has examined the injured person and has sighted the FIM™ or WeeFIM® score sheet where applicable.

2.1 Spinal cord injury

A spinal cord injury is an acute traumatic lesion of the neural elements in the spinal canal (spinal cord and cauda equina) resulting in permanent sensory deficit, motor deficit or bladder/bowel dysfunction.

A person who as a result of the motor accident has a spinal cord injury is eligible to enter the Scheme if the following criteria are met.

Criteria for spinal cord injury

- The spinal cord injury was caused by the motor accident; and
- there is a spinal cord injury resulting in permanent neurological deficit.

2.2 Brain injury

A traumatic brain injury is an insult to the brain, usually with an associated diminished or altered state of consciousness that results in permanent impairments of cognitive, physical and/or psychosocial functions.

A person who as a result of the motor accident has had a brain injury is eligible to enter the Scheme if the following criteria are met.

Criteria for brain injury

- The brain injury was caused by the motor accident; and
- the duration of Post Traumatic Amnesia (PTA) is greater than 1 week. If the PTA assessment is not available or applicable (for example, if the child is under 8 years of age, or the injured person has a penetrating brain injury), there must be evidence of a very significant impact to the head causing coma for longer than one hour, or a significant brain imaging abnormality due to the motor accident; and

- one of the following criteria is met:
 - if over 8 years of age at the time of assessment, a score of 5 or less on any of the items on the FIM™ or WeeFIM® due to the brain injury; or
 - if aged from 3 to 8 years at the time of assessment, a score two less than the age norm on any item on the WeeFIM® due to the brain injury; or
 - if aged under 3 years at the time of assessment, a medical certificate from a paediatric rehabilitation physician or a specialist otherwise approved in writing by the Authority that states the child will probably have permanent impairment due to the brain injury resulting in the need for daily attendant care services.

2.3 Amputations

A person who as a result of the motor accident has had amputations as described below, or the equivalent impairment, is eligible to enter the Scheme if the following criteria are met.

Criteria for amputations

- The injury resulting in the amputations, or the equivalent impairment, was caused by the motor accident; and
- There are multiple amputations of the upper and/or lower extremities, meaning that there is more than one of the following types of amputation at or above the level of:
 - a “short” transtibial or standard transtibial amputation, as defined by the loss of 50% or more of the length of the tibia. This includes all other amputations of the lower extremity (such as knee disarticulation or transfemoral amputation) above this level;
 - a thumb and index finger of the same hand, at or above the first metacarpophalangeal joint. This includes all other amputations of the upper extremity (such as below-elbow or above-elbow amputation) above this level.

Criteria for unilateral amputation

- The injury resulting in the amputation, or the equivalent impairment, was caused by the motor accident; and
- The injured person has had one of the following types of amputation:
 - forequarter amputation (complete amputation of the humerus, scapula and clavicle) or shoulder disarticulation;
 - hindquarter amputation (hemipelvectomy by trans-section at sacroiliac joint, or partial pelvectomy);
 - hip disarticulation (complete amputation of the femur); or
 - “short” transfemoral amputation as defined by the loss of 65% or more of the length of the femur.

Measurement of percentage loss of length of the amputated tibia or femur is to be calculated using x-ray imaging pre- and post-amputation. Where x-ray imaging is not available, measurement of the contralateral length of the femur should be compared with the length of the amputated femur to measure percentage loss.

There may be rare circumstances, such as traumatic bilateral transtibial amputation, where contralateral tibial length and tibial length prior to amputation is unknown and therefore percentage measurement is not applicable. In this case, percentage loss is defined as 50% of tibial length calculated from estimated knee height. Estimated knee height is to be calculated from the injured person's documented total height prior to the motor accident injury.

2.4 Burns

A person who has sustained burns as a result of the motor accident is eligible to enter the Scheme if the following criteria are met.

Criteria for burns

- The injury was caused by the motor accident; and
- there are full thickness burns greater than 40% of total body surface area, or greater than 30% of total body surface area in children under 16 years; or
- inhalation burns causing long term respiratory impairment; or
- full thickness burns to the hand, face or genital area; and
- one of the following criteria is met:
 - if over 8 years of age at the time of assessment, a score of 5 or less on any of the items on the FIM™ or WeeFIM® due to the burns; or
 - if aged from 3 to 8 years at the time of assessment, a score two less than the age norm on any item on the WeeFIM® due to the burns; or
 - if aged under 3 years at the time of assessment, a medical certificate from a paediatrician or a specialist otherwise approved in writing by the Authority that states the child will probably have permanent impairment due to the burns resulting in the need for daily attendant care services.

2.5 Permanent blindness

A person who has lost sight in both eyes as a result of the motor accident is eligible to enter the Scheme if the following criteria are met.

Criteria for permanent blindness

- The injury was caused by the motor accident; and
- The person is legally blind, that is
 - a. Visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or
 - b. Field of vision is constricted to 10 degrees or less of arc around central fixation in the better eye irrespective of corrected visual acuity (equivalent to 1/100 white test object); or
 - c. A combination of visual defects resulting in the same degree of visual loss as that occurring in (a) or (b) above.

3. Functional Independence Measure (FIM™) assessment

The FIM™ (or WeeFIM®) assessment is to be conducted by:

- a person who has been trained in FIM™ or WeeFIM®, passed the relevant examination and is credentialed through the Australian Rehabilitation Outcomes Centre; or

- an assessor approved, in writing, by the Lifetime Care and Support Authority (the Authority) to conduct FIM™ or WeeFIM® assessments.

Timing of FIM™ or WeeFIM® assessments – initial application to Scheme

The FIM™ or WeeFIM® assessment must be conducted within one month of the date of the initial completed application to the Scheme. If more than one FIM™ or WeeFIM® assessment has been conducted then the assessment closest to the date of the application must be used.

Timing of FIM™ or WeeFIM® assessments – application for lifetime participation

The FIM™ or WeeFIM® assessment must be conducted within two months of the date of an application for an interim participant to become a lifetime participant.

WeeFIM® age norm

Any reference to the age norm of any item on the WeeFIM® is a reference to the normative data published in the WeeFIM® Version 5.0 issued by Uniform Data System for Medical Rehabilitation.

4. Deferring the making of an application

The Authority may require that the making of an application for eligibility be deferred until such time as the injury has stabilised or is unlikely to change. An example of this would be if the injured person lodged an application and did not meet the eligibility criteria at the time of application, however amputation surgery is likely in the near future and the surgery would result in the injured person meeting the eligibility criteria.

5. Making an application

The Authority requires the applicant to provide authorisation for the Authority to obtain information and documents relevant to the injury, motor accident or motor vehicle from specified persons in connection with the application. This is part of the initial Application Form.

The form must be signed, all questions completed and all required information attached. If the form does not contain the information necessary for the Authority to make its decision about eligibility, the applicant will be requested to provide the required information.

There may be circumstances where the Authority may require additional information besides that provided with or in the initial Application Form. An applicant must comply with any reasonable request by the Authority to supply specified additional information or provide authorisation for the Authority to obtain specified additional information. This could be in circumstances where the Authority cannot make a decision about eligibility without this information, or when it is unclear whether the injured person has sustained a motor accident injury. This information could include:

- the Accident Notification Form, CTP Claim Form (if it has been completed) or other personal injury claim forms;
- ambulance or air ambulance/retrieval records;
- hospital records;
- treating doctor's reports;

- past medical records or school records;
- accident investigations; or
- police reports.

6. The Authority's determination

The Authority will acknowledge all applications in writing within 10 working days of receipt of the complete Application Form. The Authority may require information additional to that provided by the applicant in the Application Form before the form can be regarded as complete.

The Authority will make its determination as soon as possible after the application is lodged, taking into account:

- the information on the Application Form;
- any information attached to the Application Form;
- any additional information that the Authority may request in order to make its determination; and
- the eligibility criteria in this Part of the Guidelines.

Applicants will receive the Authority's determination in writing, including reasons for the decision.

When the Authority denies an application for participation in the Scheme, the Authority will provide the applicant with information about the Authority's process for resolving disputes about eligibility to the Scheme or resolving disputes about motor accident injury.

7. Interim and lifetime participation

Once eligibility for the Scheme has been established, all participants will be accepted as interim participants for 2 years. This is because of the possibility of recovery and ongoing improvement in the injured person's condition, such that the injured person may not meet the eligibility criteria after the two year period. The period of interim participation in the Scheme commences from the date of the Authority's determination.

The decision about whether an interim participant is a lifetime participant in the Scheme is made before the end of the interim participation period.

A child will not be assessed for lifetime participation before the age of 5 years. For a child that becomes an interim participant under the age of 3 years, their interim participation may be longer than 2 years.

Application for lifetime participation

A new Application Form, including the medical certificate, must be submitted to the Authority for lifetime participation in the Scheme. Before the Application Form for lifetime participation is completed, the Authority will notify the injured person and any other interested party if any additional information is required. The medical certificate, in particular the FIM™ or WeeFIM® scores, must be completed within two months of the date of the completed application for lifetime participation.

Note: This version of Part 1 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after the date of gazettal in the *New South Wales Government Gazette* and applies to all participants in the Scheme on or after that date.

MOTOR ACCIDENTS (LIFETIME CARE AND SUPPORT) ACT 2006

The Lifetime Care and Support Authority of
New South Wales Guidelines

I, JULIE NEWMAN, Acting Chief Executive Officer of the Lifetime Care and Support Authority of New South Wales, under sections 6 (4) and 58 of the Motor Accidents (Lifetime Care and Support) Act 2006, issue the following guidelines.

Dated this 17th day of May 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
The Lifetime Care and Support Authority
of New South Wales

PART 8

Attendant Care Services

This part of the Lifetime Care and Support Guidelines is issued under the Motor Accidents (Lifetime Care and Support) Act 2006 including sections 6 (4) and 58.

To avoid requirements that might be unreasonable in the circumstances on any participant, the Authority may waive observance of any part or parts of these Guidelines.

Background

Attendant care services are paid services that assist the participant to perform tasks they would normally be able to do for themselves. The Authority will only pay for the reasonable expenses of attendant care services requested by or on behalf of the participant to meet the participant's assessed care need.

Attendant care services focus on maximising the participant's independence across a variety of settings with the aim of facilitating a return to their former roles to the extent possible, or developing new functional skills and roles.

Definitions

Attendant care worker means an employee of or person engaged by an approved provider of attendant care services.

Assessed care needs means the Authority's assessment of the participant's treatment and care needs which relate to the motor accident injury and are reasonable and necessary in the circumstances.

Expenses means expenses incurred by or on behalf of the participant while a participant in the Lifetime Care and Support Scheme.

1. Attendant care services

1.1 The Authority will assess the treatment and care needs of the participant for attendant care services which relate to the motor accident injury and are reasonable and necessary in the circumstances.

1.2 The Authority's assessment of whether attendant care services are reasonable and necessary takes account of the documentation of the care needs of the participant, and as relevant, requests for services such as the participant's Community Living Plan and other documents held by the Authority.

1.3 Factors impacting upon whether attendant care services are reasonable and necessary include the degree to which attendant care:

- assists to maximise independence;
 - facilitates a return to former roles or assist the participant to develop new functional skills and roles;
 - is the appropriate service for the participant's age and circumstances, when compared with alternative options and models to meet the participant's care need;
 - reduces or eliminates the risk of harm to the participant or others;
 - is the least restrictive response to meet the participant's injury related needs.
- 1.4 Attendant care services include assistance with personal care tasks including:
- showering, bathing, oral hygiene, dressing and grooming;
 - personal hygiene including bowel and bladder care;
 - eating and drinking;
 - medication use;
 - fitting and use of aids and appliances, hearing and communication devices;
 - mobility and transfers; or
 - health maintenance, for example positioning, application of splints, regular and routine exercises or stretches.
- 1.5 Attendant care services include assistance with the following tasks to assist the participant function in the community including:
- selecting and planning activities;
 - meal preparation and other domestic tasks;
 - caring for dependents;
 - banking and shopping; and
 - attending rehabilitation or medical appointments.
- 1.6 Attendant care services include assistance with the following tasks to assist the participant engage in rehabilitation including:
- attendant care for community based activities;
 - therapy support, to implement a therapy program under the guidance and supervision of a health professional; or
 - weekend leave while the participant is an inpatient in a hospital or rehabilitation facility.
- 1.7 Attendant care services do not include:
- personal care and nursing services whilst the participant is an inpatient in a hospital or during inpatient rehabilitation;
 - services for an injury, condition or circumstance that existed before a motor accident or that are not a result of the motor accident;
 - services that are of no clear benefit to a participant;
 - services for other members of the participant's family or household;
 - travel expenses for the participant, their family or attendant care workers except to and from treatment and rehabilitation services where expenses are paid by the Authority;
 - services that replace parental responsibilities, such as the supervision of a young child.
- 1.8 Attendant care services will not be provided in an unsafe environment or if the attendant care worker is placed at risk of harm, for example lifting a participant where this has been assessed as a manual handling risk.
- ## 2. Domestic services
- 2.1 The Authority will assess the treatment and care needs of the participant for domestic services which relate to the motor accident injury and are reasonable and necessary in the circumstances.
- 2.2 The Authority's assessment of whether domestic services are reasonable and necessary takes account of the documentation of the care needs of the participant, and as relevant, requests for services such as the participant's Community Living Plan and other documents held by the Authority.
- 2.3 Domestic services include assistance with the following tasks:
- routine home maintenance for the purpose of upkeep and to ensure safe and easy access;
 - gardening for the purpose of upkeep and to ensure safe and easy access;
 - cleaning and similar tasks involved in the everyday operation and maintenance of a household.
- ## 3. Attendant care services and domestic services for participants with a spinal cord injury
- 3.1 The Authority takes account of relevant guidelines and other publications including the *Guidelines for levels of attendant care for people with spinal cord injury for use in the NSW Motor Accidents Scheme and the Lifetime Care and Support Scheme*, when making an assessment of the reasonable and necessary care needs of participants with spinal cord injury.
- ## 4. Attendant care for participants who are children
- 4.1 The Authority will pay the reasonable expenses of attendant care when the participant is a child in order to meet the child's assessed care needs from their motor accident injury. Attendant care provided for children does not replace the usual care and supervision provided by a parent or paid for by a parent, such as babysitters, child care costs and out of school hours care.
- 4.2 The role of the attendant care worker is to provide attendant care services to the participant and not to provide direct care or supervision to other family members such as the participant's siblings or children.
- 4.3 In the case of young children, the Authority may consider paying the reasonable expenses of domestic services in place of attendant care services in order to allow the parent to meet a care need that is related to the motor accident injury. For example, when a child participant with behavioural needs due to cognitive impairment requires additional supervision beyond that which would be age-appropriate, domestic services may be provided in place of attendant care to allow a parent to supervise the participant more closely than would be required given the child's age. Alternatively, in the same situation, child minding for

the participant's siblings may be provided in place of attendant care to allow the parent to provide one-on-one supervision to the participant.

4.4 Documentation of the attendant care needs of a child participant, for tasks ordinarily provided by a parent or family member as part of their parental responsibilities, must include a description of why the assessed care needs of the child participant require the assistance of an attendant care worker. For example, a ten-year-old participant who was previously supervised to walk to and from school by an older sibling now requires the assistance of an attendant care worker due to cognitive and behavioural issues from the motor accident injury, because there is an increased need for supervision that is beyond the capabilities of the participant's sibling.

4.5 The presence of an attendant care worker to meet care needs related to the motor accident injury does not replace parental responsibility to supervise and provide non-injury related care to the child participant.

5. Attendant care for participants who have caring responsibilities

5.1 The Authority will pay the reasonable and necessary expenses for attendant care for participants who have caring responsibilities to assist the participant to perform their role as a parent or caregiver when the need for this assistance is related to the motor accident injury.

5.2 Payment of attendant care expenses in this case aims to maximise the participant's independence and support the participant in their role as a parent and/or caregiver. The role of the attendant care worker is to provide attendant care services to the participant. The presence of an attendant care worker for care needs related to the motor accident injury does not replace parental or caregiver responsibility. For example, an attendant care worker may assist a participant to travel with their children to and from school, but is not solely responsible for taking the children to and from school.

6. Alternatives to attendant care service provision

6.1 The Authority will consider paying reasonable expenses of alternatives to attendant care services such as school holiday programs, child care, community based groups, or community access programs. This will be considered when such alternatives are age appropriate, provide appropriate support and are assessed as a suitable alternative to meet the participant's injury related needs.

6.2 The Authority will not pay for everyday activity costs that are not related to the need arising from the motor accident injury.

7. Attendant care services when the participant is away from home

7.1 The Authority will pay the reasonable expenses of attendant care services for a participant when away from home, for example, when on holiday or away from their usual place of residence. This does not include attendant care services while the participant is in hospital or inpatient rehabilitation.

7.2 The Authority requires additional documentation of the care needs of the participant in order to assess their needs for attendant care when away from home in the following circumstances:

- additional attendant care hours are being requested for the duration of the participant's absence;
- the participant will use a different attendant care provider than the one engaged to provide their regular attendant care program;
- the participant is travelling overseas; or
- attendant care worker travel or accommodation expenses are being requested.

7.3 A participant's need for attendant care services when away from home may be the same as their existing assessed need for attendant care services, in circumstances when:

- no additional attendant care hours are being requested for the duration of the participant's absence; and
- the participant will be using the same attendant care provider engaged for their regular weekly attendant care program.

7.4 The Authority will consider expenses for attendant care when the participant is away from home, additional to a participant's existing attendant care services, to be reasonable and necessary in the following circumstances:

- when continuity of an attendant care worker or team of attendant care workers is required, that is, when it can be demonstrated that a change in attendant care service provision would cause secondary care complications or behavioural complications, or the change in attendant care worker may increase the need for care;
- when the participant requires attendant care support to travel to and from their destination beyond that provided by airlines, boat or rail systems; or
- when there is an additional need for attendant care services or a change to attendant care service delivery when away from home because of the participant's level of function, accommodation environment, unfamiliar surroundings, unfamiliar routine or need to access additional equipment.

Equipment hire when the participant is away from home

7.6 The Authority will pay the reasonable expenses of hire of equipment required for attendant care provision, such as a hoist or shower commode, where it is not practical or reasonable to transport equipment from the participant's home to their destination. The Authority will not pay the expenses of any recreation equipment hired while away from home, but will pay reasonable expenses of the additional cost of equipment hire required as a result of the motor accident injury.

7.7 Attendant care while away from home does not include:

- any expenses for recreational activities or recreational equipment while the participant is away from home;

- expenses for the participant's entry to tourist attractions or any other participation in activities relating to a holiday;
- a participant's personal holiday expenses such as travel, meals and accommodation;
- attendant care worker travel expenses to accompany a participant to and from their destination, where a participant is assessed as being able to travel without an attendant care worker present and with the support provided by airlines, boat or rail systems;
- any participant travel expenses such as air, rail or boat fares;
- costs associated with international travel such as immunisation, passports or visas for the participant;
- attendant care assistance for any tasks other than to meet an assessed care need; or
- travel insurance or any other expenses associated with changes to travel plans for the participant.

Note: This version of Part 8 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after the date of gazettal in the *New South Wales Government Gazette* and applies to all participants in the Scheme on or after that date.

MOTOR ACCIDENTS (LIFETIME CARE AND SUPPORT) ACT 2006

The Lifetime Care and Support Authority of
New South Wales Guidelines

I, JULIE NEWMAN, Acting Chief Executive Officer of the Lifetime Care and Support Authority of New South Wales, under sections 6 (4) and 58 of the Motor Accidents (Lifetime Care and Support) Act 2006, issue the following guidelines.

Dated this 17th day of May 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
The Lifetime Care and Support Authority
of New South Wales

PART 16

Vocational Rehabilitation Services

This part of the Lifetime Care and Support Guidelines is issued under the Motor Accidents (Lifetime Care and Support) Act 2006, including sections 6 (4) and 58.

Background

Vocational rehabilitation is the process of restoring or attempting to restore the person, through a combined and co-ordinated use of services, to the maximum level of employment or other work related activity the person is capable of, or which the person wishes to achieve. Work related activity is an activity that enables the participant to acquire skills to improve their ability to attain employment in the future.

1. Vocational rehabilitation services

- 1.1 The Authority will fund the reasonable and necessary expenses of vocational rehabilitation services for a participant who requires support to gain or maintain

employment as a result of the motor accident injury. The Authority is not responsible for the funding of any service that the participant is entitled to under the applicable state or federal legislation.

1.2 Vocational rehabilitation may involve:

- returning to pre-injury employment;
- returning to similar or different employment;
- assistance in obtaining employment following completion of education; and/or
- assistance in maintaining employment.

1.3 Vocational rehabilitation services should start with the aim of returning the participant to their original employment with their pre-injury workplace. If this aim should be unattainable, vocational rehabilitation services could progress to assisting the participant into alternative employment with a different employer, which may include alternative skill development and/or training.

1.4 Vocational rehabilitation services are aimed at minimising the impact of the injury sustained as a result of the motor accident. Services form part of an overall rehabilitation program and will be based on measureable outcomes.

1.5 The Authority will fund the reasonable and necessary expenses of vocational rehabilitation services where:

- there is assessment by a suitably qualified rehabilitation provider;
- the service has been requested in writing;
- there is evidence that the service is reasonable and necessary in relation to the motor accident injury in respect of which the injured person is a participant in the Scheme;
- there is a defined, realistic vocational goal; and
- the service promotes progress towards identified, measureable vocational goals.

1.6 Factors that the Authority may consider when determining whether vocational rehabilitation services are reasonable and necessary include:

- the participant's pre-accident life roles;
- the participant's ability to engage in vocational rehabilitation as a result of their motor accident;
- assessment by a suitably qualified vocational rehabilitation provider to determine participant goal and capacity;
- agreement by the participant and their medical/rehabilitation team to the identified vocational goal;
- existing vocational rehabilitation services that the participant is able to access; and
- the participant's capacity to achieve a sustainable employment outcome.

1.7 Vocational rehabilitation services do not include:

- services that are not treatment, rehabilitation and care services under the scope of the Motor Accidents (Lifetime Care and Support) Act 2006 or regulations;
- services that are of no clear benefit to a participant;
- services that are not related to the motor accident injury;
- services for a person other than the participant;

- capital expenditure such as the costs of establishing and running a business;
- services that the participant was receiving prior to the motor accident;
- equipment that employers should provide to all employees to meet Occupational Health and Safety requirements;
- compensation for economic loss relating to the motor accident such as lost wages, weekly benefits or other forms of income maintenance or income support;
- assistance to keep a business open, such as paying for temporary staff to do a participant's job;
- wages subsidies for an employer;
- standard furniture and other capital items associated with a participant's place of employment;
- everyday living expenses associated with employment, such as travel to and from a place of employment, clothing/uniforms or lunches.

2. Vocational training

- 2.1 The Authority will consider funding the reasonable expenses of pre-vocational training to enable participants to resume and/or maintain employment. Pre-vocational training is training related to skill development that is needed to enable or enhance the development of a vocational goal.
- 2.2 The Authority will consider funding the reasonable expenses of vocational training to enable participants to resume and/or maintain employment. Vocational training is training that is directly linked to attainment of an identified vocational goal.
- 2.3 The Authority will only consider vocational training or pre-vocational training for a participant when:
- there has been an assessment by a suitably qualified provider for the training;
 - there is evidence that the training is reasonable and necessary in relation to the motor accident injury in respect of which the person is a participant in the Scheme;
 - it is recommended by an appropriate vocational rehabilitation provider;
 - it forms part of, and supports, the participant's overall rehabilitation;
 - there are clear vocational outcomes for the participant;
 - there are identifiable labour market opportunities on completion of the training; and
 - the participant has been involved in the decision making process and is willing to commit to the training program.
- 2.4 To consider whether a request for pre-vocational training or vocational training is reasonable and necessary, the Authority will consider:
- the participant's pre-accident occupation or career status;
 - the participant's current capacity to engage in a training program as a result of their motor accident;
 - recommendations from an assessment of vocational skills and capacity;
 - alternatives to training;
 - training that is provided by an accredited training organisation and recognised within the relevant industry;
 - the cost and duration of the requested training;
 - the rehabilitation goal associated with the training;
 - the likely future circumstances of the participant; and
 - previous training expenses paid for by the Authority.
- 2.5 The Authority will consider funding the reasonable expenses of:
- training course fees and compulsory student and administrative charges. Course fees will be payable on a semester at a time basis. Payment of subsequent semester fees will be dependent on successful completion of previous semester course requirements;
 - compulsory textbooks and materials;
 - reasonable and necessary travel expenses to and from the approved training; and/or
 - training missed during an absence from tertiary/vocational studies that is a result of the motor accident injury.
- 2.6 The Authority will cease funding vocational training if:
- the training or educational institution determines that the participant is guilty of serious academic misconduct;
 - the participant fails to maintain satisfactory academic progress as determined by the educational institution and the Authority; and/or
 - there are no clear demonstrated benefit or outcomes for the participant.
- 2.7 Pre-vocational and vocational training expenses do not include:
- training for a person other than the participant;
 - phone calls, photocopying, stationery, meals at training venues and all other expenses associated with training;
 - costs of training courses that the participant had enrolled in or commenced prior to the injury;
 - training that is related to maintaining an existing qualification, licence, registration or accreditation once the qualification, licence, registration or accreditation has been obtained;
 - training that would be considered to form part of induction, ongoing skill maintenance or development that is within the responsibility of the employer or the participant to maintain their employment;
 - training associated with voluntary career changes or personal development.
- Note: This version of Part 16 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after the date of gazettal in the *New South Wales Government Gazette* and applies to all participants in the Scheme on or after that date. These Guidelines apply to all services provided, and to the Authority's assessment of requests, for all services from the date of gazettal.

MOTOR ACCIDENTS (LIFETIME CARE AND SUPPORT) ACT 2006

The Lifetime Care and Support Authority of
New South Wales Guidelines

I, JULIE NEWMAN, Acting Chief Executive Officer of the Lifetime Care and Support Authority of New South Wales, under sections 7A (5) and 58 of the Motor Accidents (Lifetime Care and Support) Act 2006, issue the following guidelines.

Dated this 17th day of May 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
The Lifetime Care and Support Authority
of New South Wales

PART 17

Buying into the Lifetime Care and Support Scheme

This part of the Lifetime Care and Support Guidelines is issued under the Motor Accidents (Lifetime Care and Support) Act 2006, including sections 7A (5) and 58 of that Act.

Background

An injured person who sustained a motor accident injury prior to the commencement of the Lifetime Care and Support Scheme (the Scheme) may buy in to become a lifetime participant in the Scheme if their injury meets the eligibility criteria specified in Part 1 of the LTCS Guidelines.

The Authority will calculate the amount required to provide services to meet the injured person's reasonable and necessary treatment, rehabilitation and care needs as a result of the motor accident injury, for the injured person's lifetime. Buying into the Scheme is voluntary and will be subject to an agreement between the Authority and the injured person or their guardian.

1. Application to buy in

1.1 An application to buy into the Scheme can be made by or on behalf of the injured person. An application must be in writing and must be accompanied by sufficient information to allow the Authority to determine that the injured person's motor accident injury meets the criteria in the LTCS Guidelines and the injured person would have been eligible to participate in the Scheme, had their motor accident occurred after the applicable Scheme commencement date.

1.2 The Authority may deny an application to buy into the Scheme if the injured person's injury does not meet the eligibility criteria in Part 1 of the LTCS Guidelines, being the current version in force at the time of the application to buy in. If an application is denied, the injured person may dispute the Authority's decision about their eligibility to the Scheme in accordance with the LTCS Guidelines.

2. How the Authority calculates cost to buy in

2.1 The Authority requires information about the injured person's previous and current treatment, rehabilitation and care needs in order to calculate the cost for the injured person to buy into the Scheme. This information includes, but is not limited to:

- the current age of the injured person, and their age at the time of injury;

- the nature and severity of the injured person's injury;
- current objective assessment of the injured person's functional status, for example, using the FIM™ or WeeFIM®, the Care and Needs Scale (CANS) and American Spinal Injury Association (ASIA) scale for spinal cord injury;
- objective assessments of the injured person's previous and current treatment, rehabilitation and care needs; and
- the nature, frequency and duration of services utilised to meet these treatment, rehabilitation and care needs, including any variations in care needs during periods of transition.

2.2 The Authority may arrange for the injured person to be assessed in order for the above information to be obtained. The Authority will fund the reasonable and necessary cost of any assessment/s required. A copy of the assessment/s will be provided to the injured person.

3. What the buy-in amount includes

3.1 The amount determined by the Authority to buy into the Scheme will include:

- the full lifetime expenses in providing for the injured person's reasonable and necessary treatment, rehabilitation and care needs as relate to the motor accident injury in respect of which the injured person is a participant in the Scheme and as are reasonable and necessary in the circumstances, as outlined in section 6 (1) of the Motor Accidents (Lifetime Care and Support) Act 2006 and the LTCS Guidelines, and
- the administrative and associated costs incurred by the Authority in managing the injured person as a lifetime participant in the Scheme.

4. The Authority's notification of the amount required to buy in

4.1 The Authority will notify the injured person in writing of the amount required for the injured person to buy in, which includes information as to how the Authority has calculated the buy in amount.

4.2 The entire buy in amount will be paid to the Authority upfront.

4.3 The Authority will pay the buy in amount into the Lifetime Care and Support Authority Fund (the Fund) in full once received.

4.4 In exceptional cases the Authority may consider security over real property in lieu of cash payment after liquidation of personal assets to meet the buy-in amount.

5. Buy in as a lifetime participant

5.1 After the injured person has paid the buy-in amount to the Authority in full, the Authority will write to the injured person to confirm that they have become a lifetime participant and that the buy in amount has been paid into the Fund. The Authority cannot request any additional payments from the injured person once a buy in amount has been paid.

- 5.2 Once the injured person has become a lifetime participant, the participant has the same obligations and entitlements as any other lifetime participant in the Scheme.

Note: This version of Part 17 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after the date of gazettal in the New South Wales Government Gazette and applies to all participants in the Scheme on or after that date.

MOTOR ACCIDENTS (LIFETIME CARE AND SUPPORT) ACT 2006

The Lifetime Care and Support Authority of
New South Wales Guidelines

I, JULIE NEWMAN, Acting Chief Executive Officer of the Lifetime Care and Support Authority of New South Wales, under sections 10 and 58 of the Motor Accidents (Lifetime Care and Support) Act 2006, issue the following guidelines.

Dated this 17th day of May 2012.

JULIE NEWMAN,
Acting Chief Executive Officer,
The Lifetime Care and Support Authority
of New South Wales

PART 18

Approved Providers of Attendant Care Services

This part of the Lifetime Care and Support Guidelines is issued under the Motor Accidents (Lifetime Care and Support) Act 2006, including sections 10 and 58 of that Act.

1. Approved providers of attendant care services

- 1.1 Services provided to participants in connection with their treatment and care needs for attendant care services must be provided only by approved providers. The Authority will not pay expenses of attendant care services provided by persons who are not approved providers.
- 1.2 The Authority will advertise at regular intervals for applications from attendant care providers who seek approval as an attendant care provider for the Lifetime Care and Support Scheme. Attendant care providers must meet the criteria prescribed by the Authority for appointment.
- 1.3 The Authority will generally require that an approved attendant care provider hold the Attendant Care Industry Association's endorsed certification to the Attendant Care Industry Management System Standard (ACIMSS).
- 1.4 A participant may choose an approved attendant care provider from the Authority's list of approved attendant care providers.

2. Special circumstances

- 2.1 In special circumstances, the Authority may approve, in writing, a suitable person or organisation to provide attendant care services to a participant for a limited time.

- 2.2 Those special circumstances may include (but are not limited to) geographic isolation and cultural or religious reasons.

- 2.3 The Authority will consider whether any special circumstances exist on a case-by-case basis. It should not be assumed that an application for approval under this Part will necessarily be approved merely because it relates to a circumstance of the type referred to in paragraph 2.2.

- 2.4 In such cases, the Authority requires a written application from the person or organisation seeking approval, which must include:

- their suitability to provide attendant care services to the participant;
- the circumstances said to justify approval of that person or organisation to provide attendant care to the participant;
- the participant's agreement to the proposed provider; and
- any such other information as the Authority may reasonably request.

- 2.5 If granted, the Authority's written approval of an individual or organisation will set out the duration of the approval. The Authority will not pay expenses for attendant care services delivered before a provider has obtained written approval.

3. Fees

- 3.1 The fees for attendant care services payable by the Authority for attendant care are those specified in the Authority's current Fee Schedule for approved attendant care providers. The Authority will review the Fee Schedule at regular intervals.
- 3.2 In the exceptional circumstance that the Authority approves attendant care to be delivered by other approved individuals or organisations for a participant, payment will be made according to the rates of payment set out in the letter of approval from the Authority.
- 3.3 The Authority will not pay expenses incurred by or on behalf of a participant when attendant care services are delivered by a provider who is not approved in writing by the Authority.

Note: This version of Part 18 of the Lifetime Care and Support Guidelines applies to all new applications for participation in the Lifetime Care and Support Scheme received on or after the date of gazettal in the *New South Wales Government Gazette* and applies to all participants in the Scheme on or after that date.

NATIONAL PARKS AND WILDLIFE ACT 1974

Willala Aboriginal Area

Draft Plan of Management

A draft plan of management for Willala Aboriginal Area has been prepared and is on exhibition until 27 August 2012.

Copies of the plan are available free of charge from the NPWS offices at 50-58 Wellington Street, Barradine (phone 6843 4000), 8/100 Maitland Street, Narrabri and 30 Timor Street, Coonabarabran. The plan is also on the website: www.environment.nsw.gov.au.

Written submissions on the plan must be received by the Ranger, Willala Aboriginal Area, NPWS, PO Box 105, Barradine NSW 2396, through the website or by email to northern.plains@environment.nsw.gov.au, by Monday, 27 August 2012.

All submissions received by NPWS are a matter of public record and are available for public inspection upon request. Your comments on this plan may contain information that is defined as “personal information” under the NSW Privacy and Personal Information Protection Act 1998. The submission of personal information with your comments is voluntary.

NATIONAL PARKS AND WILDLIFE ACT 1974

ERRATUM

IN the notice published in the *NSW Government Gazette* dated 28 March 2003, folios 4259-60, reserving land as Kirramingly Nature Reserve, the wording in the SCHEDULE description “and Crown Public Road separating lot 13 DP751760 from lot 2 DP1012202; inclusive of Crown Public Roads within lots 2 & 36.” should be deleted from the description as the roads referred to are not Crown Public Roads.

Papers: F/1017

Land Information Coordinator,
Parks and Wildlife Group,
Office of Environment and Heritage

PARENTS AND CITIZENS ASSOCIATIONS INCORPORATION ACT 1976

Incorporation of Parents and Citizens Associations

THE following association is hereby incorporated under the Parents and Citizens Associations Incorporation Act 1976:

1. Georges Hall Public School

ADRIAN PICCOLI, M.P.,
Minister for Education

PRACTICE NOTE No. 9

Children’s Court of New South Wales

Joint Conference of Expert Witnesses
in Care Proceedings

1. Commencement

1.1 This Practice Note commences on 28 May 2012.

2. Introduction

2.1 In any care proceedings in the Children’s Court where two or more parties intend to rely upon a report of an expert witness about the same (or a similar) issue, the court may make a direction that a joint conference of expert witnesses (‘an experts’ conference’) be convened.

2.2 A direction that an experts’ conference be convened is a direction by the court that the expert witnesses:

- confer, either generally or in relation to specified matters;
- endeavour to reach agreement on any matters in issue;

- prepare a joint report, specifying matters agreed and matters not agreed and reasons for any disagreement, and
- base any joint report on specified facts or assumptions of fact.

2.3 The purpose of this Practice Note is to facilitate compliance with any such direction given by the court.

2.4 For the purposes of this Practice Note, “expert witness” has the same meaning as is contained in rule 31.18 of the Uniform Civil Procedure Rules 2005.

3. Objectives of an experts’ conference

3.1 The objectives of an experts’ conference include the following:

- the just, quick and cost effective disposal of the proceedings to which the conference relates;
- identifying and narrowing of issues for determination by the court;
- shortening the hearing and enhancing the prospects of settlement;
- requiring the expert witnesses to reach a conclusion on the evidence (a joint report of the expert witnesses may be used in cross-examination of an expert witness at the hearing), and
- avoiding or reducing the need for the expert witnesses to attend court to give evidence.

4. Making a direction for an experts’ conference

4.1 As soon as it becomes apparent to the parties that an experts’ conference may be of assistance to the court in resolving any issue in dispute in the proceedings, the parties should raise with the court, as soon as is practicable, whether a direction that an experts’ conference be convened should be made.

4.2 The court may make a direction that an experts’ conference be convened on the application of a party or of its own motion.

4.3 Prior to the court making a direction that an experts’ conference be convened, the parties are to agree on the following matters:

- the experts to attend;
- the questions to be answered, and
- the documents to be placed before the experts.

4.4 In reaching agreement as to the questions to be answered by the expert witnesses, the parties may circulate draft questions among the expert witnesses for their comment.

4.5 In determining whether to make a direction that an experts’ conference be convened, the court will have regard to the objectives of an expert conference as stated in paragraph 3.1 above.

4.6 The court may, in relation to an experts’ conference, direct:

- which expert witnesses are to attend;
- a place and time convenient to all the expert witnesses for the experts’ conference to take place;

- which issues the expert witnesses must discuss;
- the questions to be answered by the expert witnesses, and
- the documents to be given to the expert witnesses prior to the conference, including:
 - (i) this Practice Note;
 - (ii) an agreed chronology (if appropriate);
 - (iii) relevant affidavits or statements of witnesses or, preferably, a joint statement of factual assumptions to be made by the experts, including any competing factual assumptions to be made by them in the alternative (which should be specified clearly as such);
 - (iv) copies of all relevant expert opinions already exchanged between the parties and all other relevant expert opinions and reports upon which a party intends to rely;
 - (v) such records and other documents as may be agreed between the parties or ordered by the court;
 - (vi) a list of all documents provided to the experts, and
 - (vii) a copy of the Expert Code of Conduct as set out in Schedule 7 to the Uniform Civil Procedure Rules 2005.

- 4.7 The questions to be answered by the expert witnesses at the experts' conference should be:
- questions specified by the court as agreed to by the parties, and
 - framed to resolve an issue or issues in dispute in the case.
- 4.8 If possible, questions should be capable of being answered with a 'yes' or 'no' response or, if not, by a very brief response.
- 4.9 The questions and documents referred to in paragraph 4.6 above should be given to the expert witnesses no later than 7 working days before the experts' conference.
- 4.10 Any additional questions or documents may only be provided to the experts with the consent of all parties or, in the absence of such consent, by direction of the court.
- 4.11 Unless the court orders otherwise, the independent legal representative for a child is to provide the expert witnesses with the questions and documents referred to in paragraph 4.6 above and any additional questions or documents.
- 4.12 In the event that a Children's Court Authorised Clinician is to attend an experts' conference, one of the parties is to file within 2 working days after the experts' conference date has been fixed, a Notice to Authorised Clinician to attend a Joint Conference of Expert Witnesses.

5. Convening an experts' conference

- 5.1 If the court has not fixed a place and date for an experts' conference, the parties should fix, in consultation with the Senior Children's Registrar, a time and place convenient to all the expert witnesses for the conference to take place.

- 5.2 An experts' conference should take the form of a personal meeting. Alternatively, the participants may choose to hold the conference by teleconference, audio-visual link or similar means if a personal meeting is not practicable.
- 5.3 The experts should be given a reasonable opportunity to prepare for the experts' conference by ensuring that before the conference the experts have:
- an opportunity to seek clarification from the instructing lawyers or the court concerning any question put to them, and
 - access to any additional materials which the experts consider to be relevant and are able to be provided by the parties. Any such additional material can only be provided to the experts with the consent of all parties or, in the absence of such consent, by direction of the court.
- 5.4 The costs of an expert witness participating in a joint conference are to be borne by the party seeking to rely upon the report of that expert witness.

6. The role of experts at a conference

- 6.1 The experts should provide their respective responses to the questions asked based on the facts in the witness statements or affidavits or factual assumptions provided. The responses should set out the factual assumptions upon which they are based.
- 6.2 The experts should accept as fact the matters stated in witness statements or affidavits or factual assumptions submitted to them. It is not their role to decide any disputed question of fact or the credibility of any witness. Where there are competing assumptions to be made in the alternative, alternative answers may have to be provided to a question or questions, specifying which of the assumptions are adopted for each answer.
- 6.3 An expert witness both in attending an experts' conference and in preparing a joint report must comply with the Expert Witness Code of Conduct as set out in Schedule 7 to the Uniform Civil Procedure Rules 2005. In particular, the expert witness must:
- exercise his or her independent, professional judgment in relation to issues raised at an experts' conference and in a joint report;
 - endeavour to reach agreement with the other expert witness or witnesses on those issues, and
 - not act on any instruction or request to withhold or avoid agreement with another expert witness.

(Note: see paragraphs 4 and 6 of the Expert Witness Code of Conduct).

- 6.4 If, for whatever reason, an expert is unable to reach agreement with other experts on any issue, that expert should be free to express his or her disagreement with the other experts on that issue.

7. Conduct of the experts' conference

- 7.1 At the experts' conference, the expert witnesses must:
- identify the issues that are agreed and not agreed;
 - if practicable, reach agreement on any outstanding issue;
 - identify the reason for disagreement on any issue;
 - identify what action (if any) may be taken to resolve any outstanding issues, and
 - prepare a joint report specifying the matters mentioned in paragraphs (a) to (d) above.
- 7.2 The experts' conference should be conducted in a manner that is flexible, free from undue complexity and fair to all parties.
- 7.3 The participating experts may appoint one of their number as a chairperson. If one of them so requests, some other person may be appointed to facilitate the conference including a Children's Registrar nominated by the Senior Children's Registrar.
- 7.4 The participating experts may request secretarial or administrative assistance in the conduct of the experts' conference and preparation of a joint report. Any such request should be directed to the Senior Children's Registrar.
- 7.5 If the participating experts agree, one of them or a secretarial assistant may be appointed to make a note at the conference of matters agreed, matters not agreed and reasons for disagreement.
- 7.6 An experts' conference may be adjourned and reconvened as may be thought necessary by those participating.

8. The joint report

- 8.1 In their joint report the respective experts are to respond to the questions asked of them. The joint report should specify:
- the matters agreed and matters not agreed and short reasons for any disagreement, and
 - the factual assumptions (and any alternative factual assumptions) upon which the responses are based (see paragraphs 6.1 and 6.2 above).
- 8.2 The joint report should be composed by the experts and not the representatives of the parties.
- 8.3 A joint report may state:
- that with respect to a particular matter, no opinion can be given. A short statement of the reason or reasons why no opinion can be given should be stated in the report;
 - that the experts believe that further specified questions could usefully be submitted to them for their opinion.
- 8.4 The joint report should, if possible, be signed by all participating experts immediately at the conclusion of the conference or otherwise, as soon as practicable thereafter. In the report each of the

participating experts should expressly state that he or she has complied with the Expert Witness Code of Conduct as set out in Schedule 7 to the Uniform Civil Procedure Rules 2005.

- 8.5 Prior to signing their joint report, the participating experts should not seek advice or guidance from the parties or their legal representatives except as provided for in this Practice Note. Thereafter, the experts may provide a copy of the report to a party or his or her legal representative and may communicate what transpired at the meeting in detail if they wish.
- 8.6 The joint report, when signed by all participating experts, should be immediately forwarded to the Senior Children's Registrar who will distribute a copy of the report to each of the parties.
- 8.7 The joint report may be tendered by consent as evidence of matters agreed on and to identify the issues on which evidence will be called.
- 8.8 If the expert witnesses reach agreement on an issue, the agreement does not bind the parties unless the parties expressly agree to be bound by it.

9. Role of legal representatives

- 9.1 Legal representatives of the parties or an unrepresented party may only attend an experts' conference pursuant to an order of the court. If the court makes such an order, legal representatives and any unrepresented party may only attend for the purpose of providing advice or guidance to the participating experts if requested to do so by the participating experts. Any such advice or guidance may only be provided jointly and not individually, unless authorised to do so by the legal representatives for all other parties and any unrepresented party. Such advice or guidance may only be provided by:
- responding to any questions in relation to the legal process applicable to the case and the conduct of the experts' conference;
 - identifying relevant documents;
 - providing further materials on request, and
 - correcting any misapprehensions of fact or any misunderstanding

concerning the experts' conference process.

- 9.2 The legal representatives of the parties shall perform any other role the court may direct.

10. Further directions

- 10.1 An expert directed to confer may apply to the court for further directions. That may be done, at the expert's election, by arrangement with the Senior Children's Registrar. A party may also apply for further directions in relation to an experts' conference.

Date: 25 May 2012.

Judge MARK MARIEN, S.C.,
President

**PROTECTION OF THE ENVIRONMENT
OPERATIONS (UNDERGROUND PETROLEUM
STORAGE SYSTEMS) REGULATION 2008**

Class 1 Exemption under Clause 28

Name

1. This order is to be known as the 'Class 1 exemption'.

Legislation

2. Clause 28 of the Protection of the Environment Operations (Underground Petroleum Storage Systems) Regulation 2008 (the Regulation) authorises the EPA to exempt a person or a class of persons from any requirements of the Regulation.

Commencement and Duration

3. This order commences on 1 June 2012 and remains in force until 31 May 2017 unless otherwise revoked earlier by the Environment Protection Authority (EPA).

Exemption

4. This Order exempts each class of person that is a Person Responsible for any storage system of any of the types listed in Table 1 from the provisions of the UPSS Regulation referred to in Table 2 in respect of that storage system:

Table 1

storage system that is used solely as a back-up generator in a commercial premises or residential premises; or
storage system that is used solely for the storage of heating oil in a residential premises or the contents of which are used solely for the purpose of heating a residential premises; or
a storage system that is used solely for the storing of waste oil

Table 2

<i>Clause</i>	<i>Requirements from which the Person Responsible is exempt</i>
16 (1)	The requirement to install groundwater monitoring wells prior to using a storage system.
19	The requirement to prepare and implement an environment protection plan
20	The requirement to check and maintain gauges, indicators, groundwater monitoring wells and other measuring instrument in the system and recording the data produced by the measuring instruments.
21	The requirement to test the groundwater in each groundwater monitoring well on the storage site.
24 (1) and (2)	The requirement to keep an incident log for a storage system.
25 (1) (b)	The requirement to keep for 7 years from the date of creation any document containing data produced by measuring instruments.

25 (1) (c)	The requirement to keep for 7 years from the date of creation any document containing details of any action taken to investigate and fix any leak detected by a loss monitoring procedure.
26 (1) (c)	The requirement to keep for 7 years from the date of decommissioning of any storage system any groundwater monitoring wells report.
26 (1) (d)	The requirement to keep for 7 years from the date of decommissioning of any storage system any versions of environment protection plans.
26 (1) (f)	The requirement to keep for 7 years from the date of decommissioning of any storage system any incident log kept for the system.

Definitions

5. Terms used in this order have the same meaning as in Protection of the Environment Operations (Underground Petroleum Storage System) Regulation 2008.
6. In this order:

commercial premises means premises used for a commercial purpose, but does not include premises used for an industrial purpose.

residential premises means premises used as a residence.

waste oil means oil that has been used for lubricating or other purposes and has become unsuitable for its purpose due to the presence of impurities or loss of its original properties and is not intended for combustion.

General conditions

This Order is subject to the condition that the person complies with all of the provisions of the Protection of the Environment Operations Act 1997 and the provisions of the Regulation not otherwise exempted.

JOHN COFFEY,
A/Manager, Contaminated Sites,
Environment Protection Authority
by delegation

Notes

The EPA may amend or revoke this exemption at any time. It is the responsibility of the Person Responsible for the UPSS to ensure that they comply with all relevant requirements of the most current Class 1 Exemption Order. The current version of an exemption will be available on the EPA website: www.environment.nsw.gov.au

In gazetting this Class 1 Exemption Order, the EPA is exempting the Person Responsible from complying with the specific requirements of the Regulation outlined in Table 2 of this Order in respect of certain storage systems.

The use of the storage system for which the person responsible has management and control remains subject to all other requirements in the Regulation, the Protection of the Environment Operations Act 1997 and any other legislation that applies. For example, it is an offence to pollute land (section 142A) or pollute water (section 120) under the Act regardless of whether an exemption under the UPSS Regulation applies.

RETENTION OF TITLE

HER Excellency the Governor, by deputation of Her Majesty the Queen, has been pleased to approve of the retention of the title “Honourable” by former Justice Peter YOUNG, A.O., who served as a Judge of the Supreme Court of New South Wales from 4 March 1985 until his retirement on 23 April 2012.

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

WAY OF FOCUSED KI BANGALOW INC

to be a sporting organisation for the purposes of the provisions of the Act in respect of the activity of Martial Arts (Aikido Ki).

Dated: 11 May 2012.

GENIERE APLIN,
Acting Chair,
Sporting Injuries Committee

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

BLACKTOWN CITY COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

BLACKTOWN CITY COUNCIL declares with the approval of Her Excellency the 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 Lands Acquisition (Just Terms Compensation) Act 1991, for environmental conservation. Dated at Blacktown, this 9th day of May 2012. RON MOORE, General Manager, Blacktown City Council, PO Box 63, Blacktown NSW 2148.

SCHEDULE

Lot 21, section 35, DP 1480.

Lot 22, section 35, DP 1480.

Lot 23, section 35, DP 1480. [6469]

COFFS HARBOUR CITY COUNCIL

Naming of Roads

NOTICE is hereby given that Coffs Harbour City Council, in pursuance of section 162 of the Roads Act 1993, has named roads as follows:

<i>Location</i>	<i>New Name</i>
New road off Morrows Road, Nana Glen.	Palomino Drive and Thoroughbred Close.

STEPHEN McGRATH, General Manager, Coffs Harbour City Council, Locked Bag 155, Coffs Harbour NSW 2450. [6470]

GREAT LAKES COUNCIL

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

GREAT LAKES COUNCIL, declares with the approval of Her Excellency the Governor, that the land described in the Schedule below, 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 a public road. Dated at Forster, this 16th day of May 2012. GLENN HANDFORD, General Manager, Great Lakes Council, Breese Parade, Forster NSW 2428.

SCHEDULE

Lot 1, DP 1156965. [6471]

LIVERPOOL CITY COUNCIL

Roads Act 1993, Section 10

Notice of Dedication of Land as Public Road

NOTICE is hereby given that The Council of the City of Liverpool dedicates the land described in the Schedule below as public road under section 10 of the Roads Act 1993. FAROOQ PORTELLI, General Manager, The Council of the City of Liverpool, Locked Bag 7064, Liverpool BC NSW 1871.

SCHEDULE

All that piece or parcel of land known as Lot 2 in Deposited Plan 1171216 in the City of Prestons, Parish of St Luke, County of Cumberland and as described in Folio Identifier 2/1171216. [6472]

MAITLAND CITY COUNCIL

Roads Act 1993, Section 10

Dedication of Land as a Public Road

NOTICE is hereby given that in accordance with section 10 of the Roads Act 1993, the land described in the Schedule below is dedicated to the public as road. DAVID EVANS, General Manager, Maitland City Council, PO Box 220, Maitland NSW 2320.

SCHEDULE

Lots 4, 5 and 6, DP 1174183, being land situated on Tocal Road, Mindaribba. [6473]

NAMBUCCA SHIRE COUNCIL

Naming of Roads

IN accordance with the Roads Act 1993 and Roads Regulation 2008, the General Manager granted approval to rename the under mentioned road and name the private Right of Carriageway as follows:

<i>Location</i>	<i>New Name</i>
South Bank Road, Eungai Rail (east of the railway track).	South Bank Road East.
Private Right of Carriageway off Hakea Road, Way Way.	Seascape Place.

MICHAEL COULTER, General Manager, Nambucca Shire Council, PO Box 177, Macksville NSW 2447. [6474]

SNOWY RIVER SHIRE COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

SNOWY RIVER SHIRE COUNCIL, declares with the approval of Her Excellency the Governor, that the land described in the Schedule below, 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 a Men's Shed and Landing Strip. Dated at Berridale, this 21st day of May 2012. JOSEPH VESCIO, General Manager, Snowy River Shire Council, PO Box 143, Berridale NSW 2628.

SCHEDULE

Lot 199, DP 721919.

[6475]

THE COUNCIL OF THE CITY OF SYDNEY

Section 162, Roads Act 1993

Naming of Roads

NOTICE is hereby given that the Council of the City of Sydney, in accordance with section 162 of the Roads Act 1993, has named the public laneway at Glebe, between Derwent Lane and Derwent Street and shown as "Pathway 3 wide and variable" adjacent to Lot 3 in Deposited Plan 830644, as "ELSIE WALK". Authorised by Resolution of Council dated 26 March 2012. MONICA BARONE, Chief Executive Officer, Council of The City of Sydney, 456 Kent Street, Sydney NSW 2000.

[6476]

TWEED SHIRE COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given that the Tweed Shire Council dedicates the land described hereunder as public road pursuant to section 10 of the Roads Act 1993. DAVID KEENAN, General Manager, Tweed Shire Council, PO Box 816, Murwillumbah NSW 2484.

SCHEDULE

Lot 9, DP 726502.

[6477]

ESTATE NOTICES

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of MARGARET ALEXANDRA PHYLLIS HUGHES MACGREGOR, late of Killara, in the State of New South Wales, who died on 8 February 2012, must send particulars of their claim to the Executors, Ian Hunter Barnett, Robert McDonald Barnes and Glenyss Allen, c.o. Messrs Grogan & Webb, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067, within one (1) calendar month from publication of this notice. After that time the Executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 14 May 2012. MESSRS GROGAN & WEBB, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067 (PO Box 5185, West Chatswood NSW 1515), Tel.: (02) 9411 3511.

[6478]

COMPANY NOTICES

NOTICE of Final General Meeting.—MATLY PTY LIMITED (In Voluntary Liquidation), ACN 002 966 707.—In accordance with section 509 of the Corporations Act notice is hereby given that the Final General Meeting of the abovenamed Company will be held at 2/131 Clarence Street, Sydney NSW 2000, on 26th June 2012, at 10:00 a.m., for the purpose of having laid before it by the liquidators an account showing how the winding up has been conducted and the manner in which the assets of the company have been distributed and a hearing of an explanation of the account by the liquidators and to authorise the Liquidators to destroy all books and records of the Company on completion of all duties. Dated 17th May 2012. D. MATTHEWS and M. MATTHEWS, Liquidators, c.o. K. B. Raymond & Co, Chartered Accountants, Level 2, 131 Clarence Street, Sydney NSW 2000, tel.: (02) 9299 6521.

[6479]

NOTICE of Voluntary Liquidation.—JOHNSON PARTNERS (NSW) PTY LIMITED (In Liquidation), ACN 003 546 218.—Notice is hereby given pursuant to section 491(2) of the Corporations Act 2001, that at a meeting of Shareholders of Johnson Partners (NSW) Pty Limited, duly convened and held on 21 May 2012, it was resolved that the Company be wound up voluntarily as a Members Voluntary Liquidation and that the assets of the Company may be distributed in whole or in part to the members in specie should the Liquidator so desire and by ordinary resolution that Brent Antony Perkins be appointed Liquidator. Dated 21 May 2012. BRENT ANTONY PERKINS, Liquidator, Box 29, Hunter Region Mail Centre NSW 2310, tel.: (02) 4923 4000. [6480]

NOTICE of Voluntary Liquidation.—L & K M HOLDINGS PTY LTD (In Liquidation), ACN 001 145 893.—Notice is hereby given pursuant to section 491(2) of the Corporations Act 2001, that at a meeting of Shareholders of L & K M Holdings Pty Ltd, duly convened and held on 21 May 2012, it was resolved that the Company be wound up voluntarily as a Members Voluntary Liquidation and that the assets of the Company may be distributed in whole or in part to the members in specie should the Liquidator so desire and by ordinary resolution that Brent Antony Perkins be appointed Liquidator. Dated 21 May 2012. BRENT ANTONY PERKINS, Liquidator, Box 29, Hunter Region Mail Centre NSW 2310, tel.: (02) 4923 4000.

[6481]

NOTICE of Voluntary Liquidation.—PETER KEMP SOLICITOR (In Liquidation), SC0008836.—Pursuant to Subsection 491(2) of the Corporations Act 2001, a General Meeting of the abovementioned corporation, duly convened and held at 107 Paradise Avenue, Avalon NSW 2107, on 17 May 2012, the following Special Resolutions were passed: (a) "That the corporation be wound up as a Members' Voluntary Winding Up and that Michael Galouzis of Level 13, 122 Arthur Street, North Sydney NSW 2060, be appointed liquidator of the corporation for the purposes of such winding up" and (b) "That the liquidator be and is hereby authorised to distribute in specie such assets of the corporation as he may deem fit". Dated 17 May 2012. MICHAEL GALOUZIS, Liquidator, Level 13, 122 Arthur Street, North Sydney NSW 2060

[6482]

OTHER NOTICES**AUSGRID**

Erratum

IN *New South Wales Government Gazette* No. 47, dated 4 May 2012, Folio 1270, under the heading Notice of Compulsory Acquisition of Easement at Oyster Cove, Schedule 2 was incorrect. The following corrects that error and the gazettal date remains the same.

SCHEDULE 2

All that piece or parcel of land at Oyster Cove in the local government area of Port Stephens, Parish of Sutton, County of Gloucester, being the site of proposed easements for electricity and other purposes of width variable width affecting vacant Crown Land designated (E2) on DP 1156593 and part of Lot 7300, DP 1127888, designated (E3) on DP 1156593. [6483]