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LEGISLATION

Assents to Acts

ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney 19 June 2008

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

Act No. 30 2008 – An Act to amend the Summary Offences Act 1988 to make it an offence to possess or use a laser pointer in a public place, to amend the Law Enforcement (Powers and Responsibilities) Act 2002 to include a laser pointer as a dangerous implement within the meaning of that Act; and for other purposes. [Summary Offences and Law Enforcement Legislation Amendment (Laser Pointers) Bill].

Act No. 31 2008 – An Act to establish a framework to enable third parties to gain access to certain natural gas pipeline services, to consequentially amend certain other Acts, to repeal the Gas Pipelines Access (New South Wales) Act 1998; and for other purposes. [National Gas (New South Wales) Bill].

RUSSELL D. GROVE, PSM,
Clerk of the Legislative Assembly

ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney 25 June 2008

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

Act No. 35 2008 – An Act to amend the Coal and Oil Shale Mine Workers (Superannuation) Act 1941 with respect to the legal effects of certain industrial agreements and superannuation contributions by mine owners; and for other purposes. [Coal and Oil Shale Mine Workers (Superannuation) Amendment Bill].

Act No. 36 2008 – An Act to amend the Environmental Planning and Assessment Act 1979 and other Acts and instruments to improve the NSW planning system. [Environmental Planning and Assessment Amendment Bill].

Act No. 37 2008 – An Act to amend the Building Professionals Act 2005 in relation to the accreditation of accredited certifiers and other building professionals, the investigation of complaints and the taking of disciplinary action; and for other purposes. [Building Professionals Amendment Bill].

Act No. 38 2008 – An Act to amend the Strata Schemes Management Act 1996 and the Home Building Act 1989 to provide further rights and protections for owners of lots who are not developers; and for other purposes. [Strata Management Legislation Amendment Bill].

Act No. 39 2008 – An Act to amend various Acts and instruments with respect to approvals for the purposes of filming projects; and for other purposes. [Filming Related Legislation Amendment Bill].

Act No. 40 2008 – An Act to amend the Fines Act 1996 in relation to the enforcement of fines and in relation to other matters concerning the administration of that Act; and for other purposes. [Fines Amendment Bill].

Act No. 41 2008 – An Act to amend the First State Superannuation Act 1992 so as to enable cash payments to employees to be substituted for superannuation contributions in relation to certain classes of employment. [First State Superannuation Amendment Bill].

Act No. 42 2008 – An Act to amend the Workplace Injury Management and Workers Compensation Act 1998 and the Workers Compensation Act 1987 to make further provision for the funding of the WorkCover Authority. [Workers Compensation Legislation Amendment (Financial Provisions) Bill].

RUSSELL D. GROVE, PSM,
Clerk of the Legislative Assembly

ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney 30 June 2008

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

Act No. 45 2008 – An Act to appropriate out of the Consolidated Fund sums for the recurrent services and capital works and services of the Government for the year 2008–09 and to make additional appropriations to give effect to budget variations for the years 2007–08 and 2006–07. [Appropriation Bill].

Act No. 46 2008 – An Act to appropriate out of the Consolidated Fund sums for the recurrent services and capital works and services of the Legislature for the year 2008–09. [Appropriation (Parliament) Bill].

Act No. 47 2008 – An Act to appropriate out of the Consolidated Fund sums for the recurrent services and capital works and services of certain offices for the year 2008–09. [Appropriation (Special Offices) Bill].

Act No. 48 2008 – An Act to make miscellaneous amendments to State revenue and other legislation in connection with the Budget for the year 2008–2009. [State Revenue and Other Legislation Amendment (Budget) Bill].

Act No. 49 2008 – An Act with respect to the de-regulation of shop opening hours and restricted trading days, to repeal the Shops and Industries Act 1962 and to make consequential amendments to other Acts. [Shop Trading Bill].

RUSSELL D. GROVE, PSM,
Clerk of the Legislative Assembly

Proclamations

MISCELLANEOUS ACTS (CASINO, LIQUOR AND GAMING) AMENDMENT ACT 2007 NO 92

Erratum

THE Miscellaneous Acts (Casino, Liquor and Gaming) Amendment Act 2007 published in the *Government Gazette* of the 27 June 2008 No 76 folio 5867 contained an error. The ministers name did not appear on the proclamation.

It should have read

"GRAHAM WEST, M.P., Minister for Gaming and Racing"

This erratum now amends that error with the gazettal date remaining the 27 June 2008.

Regulations



New South Wales

Occupational Health and Safety Amendment (Major Hazard Facilities) Regulation 2008

under the

Occupational Health and Safety Act 2000

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Occupational Health and Safety Act 2000*.

ERIC ROOZENDAAL, M.L.C.,
Acting Minister Assisting the Minister for Finance

Explanatory note

The object of this Regulation is to amend the *Occupational Health and Safety Regulation 2001* to put in place measures aimed at preventing major accidents occurring at major hazard facilities and protecting the health and safety of persons at work and the public from hazards leading to, or arising from, such major accidents.

Major hazard facilities are locations such as oil refineries, chemical plants and large fuel and chemical storage sites where large quantities of certain hazardous materials are stored, handled or processed.

The National Occupational Health and Safety Commission under the *National Occupational Health and Safety Commission Act 1985* of the Commonwealth (which has since been repealed) declared a national standard relating to the control of major hazard facilities. That standard now has effect as if it were made by the Australian Safety and Compensation Council.

This Regulation inserts a new Chapter, Chapter 6B (Major hazard facilities), into the *Occupational Health and Safety Regulation 2001*. The new Chapter gives effect as a law of New South Wales to the hazard identification and risk assessment approach for the regulation of the major hazard facilities as outlined in the national standard. The new Chapter also requires major hazard facilities in the State to be registered.

The new Chapter also contains provisions that deal with the following:

- (a) requiring operators of major hazard facilities to regularly review risk assessments,
- (b) requiring operators of major hazard facilities to ensure that all persons (including members of the public) are not exposed to risks to their health and safety arising from a major accident occurring at the facility,

Occupational Health and Safety Amendment (Major Hazard Facilities) Regulation 2008

Explanatory note

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- (c) requiring persons who are operating, or are intending to operate, major hazard facilities or potential major hazard facilities, to notify the WorkCover Authority of that fact and provide other information,
 - (d) the provisional registration of major hazard facilities by the WorkCover Authority,
 - (e) the consequences of such provisional registration, including that operators of such facilities must comply with certain conditions, such as conditions relating to safety, emergency planning and security,
 - (f) requiring operators of provisionally registered major hazard facilities to apply to be fully registered,
 - (g) the registration of major hazard facilities, including the duration and renewal of such registration,
 - (h) the consequences of such registration, including that the operator of such a facility must comply with certain conditions, such as conditions relating to safety, emergency planning and security,
 - (i) the cancellation and suspension of such provisional registration or registration of major hazard facilities,
 - (j) duties of employees at major hazard facilities,
 - (k) the keeping of records of major accidents and other incidents at major hazard facilities,
 - (l) security at major hazard facilities,
 - (m) other related matters.

This Regulation is made under the *Occupational Health and Safety Act 2000*, including Part 3 (Regulations) and section 135A (Dangerous goods—extension of Act).

Occupational Health and Safety Amendment (Major Hazard Facilities)
Regulation 2008

Clause 1

Occupational Health and Safety Amendment (Major Hazard Facilities) Regulation 2008

under the

Occupational Health and Safety Act 2000

1 Name of Regulation

This Regulation is the *Occupational Health and Safety Amendment (Major Hazard Facilities) Regulation 2008*.

2 Commencement

This Regulation commences on 14 July 2008.

3 Amendment of Occupational Health and Safety Regulation 2001

The *Occupational Health and Safety Regulation 2001* is amended as set out in Schedule 1.

Occupational Health and Safety Amendment (Major Hazard Facilities)
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Schedule 1 Amendments

Schedule 1 Amendments

(Clause 2)

[1] Chapter 6B

Insert after Chapter 6A:

Chapter 6B Major hazard facilities

Part 6B.1 Preliminary

175 Application

- (1) This Chapter applies in relation to major hazard facilities, potential major hazard facilities and other facilities.
- (2) However, this Chapter does not apply to premises that are:
 - (a) a port operational area under the control of a port authority, or
 - (b) a pipeline to which the *Gas Supply Act 1996* or the *Pipelines Act 1967* applies, or
 - (c) a pipeline to which provisions of the repealed *Dangerous Goods Act 1975* and the *Dangerous Goods (General) Regulation 1999* apply (by operation of clause 3 of Schedule 3 to this Regulation).

Note. This Chapter also does not apply to a mine or a coal workplace—see clause 4 (3) and (4).

- (3) In this clause:

port authority means a body established under Part 2 or 4 of the *Ports and Maritime Administration Act 1995*.

port operational area means the land and sea, including the fixed facilities and vessels, located in any area defined in Schedule 1 to the *Ports and Maritime Administration Regulation 2007* and includes any berths adjacent to such an area.

175A Definitions

- (1) In this Chapter:

aggregate quantity ratio or **AQR**, in relation to a Schedule 8 material, means the aggregate quantity ratio as determined in accordance with subclause (2).

facility means the whole of any premises at which Schedule 8 materials are present or likely to be present for any purpose.

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major accident means an incident (including an emission, loss of containment, fire, explosion or release of energy or projectiles, but not including the long term, low volume release of any material) involving a Schedule 8 material occurring in the course of the operation, commissioning, shutdown or maintenance of a major hazard facility that poses a risk of serious danger or harm (whether immediate or delayed) to any person (including members of the public).

major hazard facility means:

- (a) a facility at which Schedule 8 materials are present or likely to be present in a quantity that exceeds their threshold quantity, or
- (b) a facility where the aggregate quantity ratio of Schedule 8 materials present or likely to be present exceeds 1.0, or
- (c) a facility at which Schedule 8 materials are present or likely to be present, not being a facility to which paragraph (a) or (b) applies, that is, for the time being, determined by WorkCover to be a major hazard facility under Part 6B.5.

modification, in relation to a major hazard facility, means:

- (a) a change to any plant, processes, materials, operating conditions or operating procedures (including the introduction of new plant, processes, materials, operating conditions or operating procedures), or
- (b) a change to the quantity of Schedule 8 materials present or likely to be present (including the introduction of any new Schedule 8 materials), or
- (c) a change to the safety management system of the facility, that has the effect of:
- (d) significantly increasing the risk of a major accident occurring, or
- (e) in relation to any major accident that might occur, significantly increasing:
 - (i) its magnitude, or
 - (ii) the severity of its consequences to persons (whether on-site or off-site).

near miss means any incident that, but for mitigating effects, actions or systems, could have escalated into a major accident.

operator, in relation to a facility, means the person who has overall control of the facility.

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potential major hazard facility means:

- (a) a facility where Schedule 8 materials are present or likely to be present in a quantity that exceeds 10% of their threshold quantity but does not exceed their threshold quantity, or
- (b) a facility where the aggregate quantity ratio of Schedule 8 materials present or likely to be present at the facility exceeds 0.1 but does not exceed 1.0.

provisionally registered means provisionally registered under clause 175M.

registered means registered under clause 175R.

Schedule 8 material means a material mentioned in Table 1 to Schedule 8 or a material that belongs to one or more of the types, classes and categories mentioned in Table 2 to Schedule 8.

threshold quantity, in relation to a Schedule 8 material, means the threshold quantity for that material as specified in Schedule 8.

- (2) An aggregate quantity ratio of Schedule 8 materials present or likely to be present at a facility is to be determined using the following formula:

$$AQR = \frac{q_x}{Q_x} + \frac{q_y}{Q_y} + \dots + \frac{q_n}{Q_n}$$

where:

$q_x, q_y \dots q_n$ is the total quantity of each Schedule 8 material present or likely to be present at the facility.

$Q_x, Q_y \dots Q_n$ is the threshold quantity for each Schedule 8 material concerned.

However, a quantity of Schedule 8 material need not be included in the calculation if:

- (a) the quantity is less than 2% of the corresponding threshold quantity for the material, and
 - (b) the quantity is present in such conditions that it is incapable of triggering a major accident.
- (3) For the purposes of determining whether a facility is a major hazard facility, a potential major hazard facility or not such a facility, the quantity of a Schedule 8 material present or likely to be present at the facility is taken to include all amounts of the material present, including but not limited to the following:

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- (a) for process vessels and related piping systems—the maximum amount of the material normally present in the process vessel or related piping system,
 - (b) for storage vessels including tanks—the maximum capacity of the storage vessel or tank, except where all of the following conditions apply:
 - (i) the storage vessel or tank is nominally empty and the mass of the Schedule 8 material present is as low as is reasonably practical,
 - (ii) the storage vessel or tank will not be filled at the facility,
 - (iii) a secure physical barrier covers the fill point and any other opening that could be used to fill the storage vessel or tank,
 - (iv) the storage vessel or tank is not connected to any pipe,

Note. This includes all tanks, whether above ground, mounded or underground.
 - (c) for package or other container storage areas—the maximum quantity of the material that is likely to be present in the package or other container storage area,
 - (d) for pipes, piping and pipelines not included in paragraph (a)—the maximum quantity of materials contained in the pipes, piping or pipelines or the maximum quantity of material that could escape from the pipe, piping or pipeline in the event of its catastrophic failure (whichever is the greater).
- (4) In this Chapter, a material is *present or likely to be present* at a facility if:
- (a) it is reasonably foreseeable that the material will be present at the facility for any continuous period of 48 hours, or
 - (b) the material is able to be produced under reasonably foreseeable abnormal conditions at the facility (for example, conditions such as extreme weather).

175B Dangerous goods to which section 135A of the Act applies

- (1) For the purposes of this Chapter, dangerous goods that are Schedule 8 materials are declared to be dangerous goods to which section 135A of the Act applies.
- (2) This Chapter applies to dangerous goods that are Schedule 8 materials regardless of whether those goods are at a place of work or are for use at work.

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- (3) In this clause, *dangerous goods* has the same meaning as in section 135A of the Act.

Part 6B.2 Hazard identification and risk assessment

175C Extension of hazard identification and risk assessment provisions

- (1) Division 1 (General duties of controllers of premises) of Part 4.2 of Chapter 4 extends to operators of major hazard facilities (regardless of whether or not those facilities are places of work or are used for work).
- (2) A reference in Chapter 2 (Places of work—risk management and other matters) and Division 1 (General duties of controllers of premises) of Part 4.2 of Chapter 4 to occupational health and safety (however expressed) includes, where the hazard concerned is a hazard that arises from a major hazard facility, a reference to public health and safety (both at the facility and beyond).
- (3) Without limiting subclause (2), when identifying the hazards that arise from a major hazard facility, the operator of the facility must identify all foreseeable hazards that may lead to, or arise from, a major accident at the facility.

175D Regular risk assessments

- (1) An operator of a major hazard facility must review each risk assessment conducted for the purposes of clause 10 or 35 at the times required by clause 12 or 37, but in any case each risk assessment must be reviewed as follows:
 - (a) before a modification of the major hazard facility,
 - (b) after the occurrence of a major accident or near miss at the major hazard facility,
 - (c) when requested by WorkCover,
 - (d) at least once every 5 years.
- (2) The operator must make a record of each risk assessment and any review of a risk assessment.

Maximum penalty: Level 4.

Note. Clause 175ZD provides that any document or other record required to be created by an operator of a major hazard facility under this Chapter is to be retained by the operator for at least 15 years after the date of its creation.

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Part 6B.3 Duties in relation to major hazard facilities

175E Duties in relation to major accidents at major hazard facilities

- (1) An operator of a major hazard facility must ensure that all persons (including members of the public) are not exposed to risks to their health and safety arising from a major accident occurring at the facility.

Maximum penalty: Level 4.

Note. Other general laws and specific legislation may provide that operators have other obligations with regard to the operation of the major hazard facility that relate to risks to property or the environment, both inside or beyond the facility.

- (2) Nothing in this clause is to be construed:
- (a) as conferring a right of action in any civil proceedings in respect of any contravention, whether by act or omission, of this clause, or
- (b) as conferring a defence to an action in any civil proceedings or as otherwise affecting a right of action in any civil proceedings.

Note. Section 10 (2) of the Act provides that a person who has control of any plant or substance used by people at work must ensure that the plant or substance is safe and without risks to health when properly used.

Part 6B.4 Notification regarding operation of major hazard facilities and potential major hazard facilities

175F Notification by operators and intended operators of major hazard facilities and potential major hazard facilities

- (1) A person who intends to be the operator of a major hazard facility or a potential major hazard facility must, within 3 months after the person forms the intention, notify WorkCover of the intention in accordance with clause 175G.

Note. Clause 175L provides that an operator must not operate a major hazard facility unless the facility is registered or provisionally registered.

Clause 175M provides that a notification under this clause is taken to be an application for the provisional registration of the facility.

- (2) WorkCover may, by notice in writing, require a person who, in WorkCover's opinion, is the operator of a facility (whether or not it is a major hazard facility or a potential major hazard facility) to submit a notification to WorkCover under this clause.

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- (3) Notification under subclause (2) must be given in accordance with clause 175G and within such period as is specified in WorkCover's notice to the person concerned.
- (4) A person who has provided a notification in relation to a potential major hazard facility or proposed potential major hazard facility under this clause to WorkCover must, while that person continues to operate that facility, provide a further notification to WorkCover in accordance with clause 175G every 12 months or at such longer intervals as is specified by WorkCover by notice in writing given to the person.
- (5) On receiving a notification under this clause, WorkCover is to send the person a written acknowledgement of the notification.
- (6) For the purposes of this clause, a person *intends to operate a major hazard facility or a potential major hazard facility* if:
- (a) the person intends to operate a major hazard facility or a potential major hazard facility that is:
 - (i) designed but not constructed, or
 - (ii) under construction, or
 - (iii) constructed but not yet operational, or
 - (b) the person is operating a facility (not being a major hazard facility or a potential major hazard facility) and intends to make alterations to the facility that will result in the facility becoming a major hazard facility or a potential major hazard facility.
- (7) **Transitional provision**
A person who is operating a major hazard facility or a potential major hazard facility (or intends to) at the time of the commencement of this clause must notify WorkCover of that fact within 3 months of that commencement.
- (8) **Commencement**
This clause commences on 13 October 2008.
Maximum penalty (subclauses (1), (3), (4) and (7)): Level 4.

175G Content of notification

Notification given under clause 175F must:

- (a) be in the approved form, and

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- (b) if the notification is being given by a corporation, be signed by the chief executive officer of the corporation or another officer of the corporation authorised by the chief executive officer.

175H WorkCover may request further information

On request from WorkCover, a person who has given notification under clause 175F must provide, at any reasonable time specified by WorkCover, such further information relating to the facility concerned as WorkCover requests.

Maximum penalty: Level 4.

175I Notification of change of operator of major hazard facility or potential major hazard facility

- (1) If an operator of a major hazard facility or a potential major hazard facility is replaced by another person as an operator of the facility, both the former operator and the new operator of the facility must ensure that WorkCover is notified of that change.

Maximum penalty: Level 4.

- (2) Notification under this clause must be given within one month after the former or new operator becomes aware, or should reasonably have been or become aware, of the circumstances giving rise to the obligation to notify.

175J Notification assessment fee

- (1) A person who provides WorkCover with a notification under this Part must pay to WorkCover a notification assessment fee in the amount (if any) specified by WorkCover.
- (2) WorkCover may specify different fee amounts (or no amount) for different types of notifications.

Part 6B.5 WorkCover may determine potential major hazard facilities to be major hazard facilities

175K WorkCover may determine a potential major hazard facility to be a major hazard facility

- (1) WorkCover may determine that a potential major hazard facility is a major hazard facility if it is of the opinion that there is a potential for a major accident to occur at the facility.

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- (2) WorkCover must not make a determination under this clause unless it has:
- (a) consulted with the operator of the potential major hazard facility concerned, and
 - (b) given the operator reasons as to why it proposed to make the determination, and
 - (c) given the operator a reasonable opportunity to make representation as to why the determination should not be made.
- (3) A determination under this clause does not take effect until written notice of it is given to the operator of the facility concerned.

Note. An operator aggrieved by a decision to make a determination under this clause may apply to the Administrative Decisions Tribunal for a review of the decision—see clause 351 (1) (b1) (i).

Part 6B.6 Provisional registration and registration of major hazard facilities

Division 1 Major hazard facility must be registered

175L Major hazard facility must be registered or provisionally registered

- (1) An operator must not operate a major hazard facility unless the facility is registered or provisionally registered.
Maximum penalty: Level 4.
- (2) This clause commences on 13 April 2009.

Division 2 Provisional registration

175M WorkCover may provisionally register major hazard facilities

- (1) Subject to subclause (2), WorkCover may provisionally register a major hazard facility.
- (2) Without limiting the reasons for which provisional registration may be refused, WorkCover must refuse to provisionally register a major hazard facility if it is of the opinion that the following persons are not fit and proper persons to exercise control over the facility:
 - (a) if the operator is an individual—the operator,
 - (b) if the operator is a corporation—each director of the operator.

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(3) A notification under clause 175F in relation to a major hazard facility is taken, for the purposes of this Part, to be an application for the provisional registration of the facility.

(4) A notification under clause 175F in relation to a potential major hazard facility that, after the notification, was determined under clause 175K to be major hazard facility, is taken, for the purposes of this Part, to be an application for the provisional registration of the facility that was made on the date of that determination.

Note. See clause 351 as to the review by the Administrative Decisions Tribunal of a decision by WorkCover to refuse to provisionally register a major hazard facility under this clause.

175N Duration of provisional registration

(1) Provisional registration of a major hazard facility continues in force for a period of 3 years (or such longer period as WorkCover may specify to the operator of the facility by notice in writing).

(2) However, provisional registration is terminated by the following:

- (a) the facility becoming registered under Division 3,
- (b) the provisional registration being cancelled under Division 4.

(3) A provisional registration has no effect while the provisional registration is suspended under Division 4.

175O Provisional registration subject to conditions

(1) Provisional registration of a major hazard facility is subject to:

- (a) the conditions set out in this Division, and
- (b) any general conditions applying to all provisionally registered major hazard facilities:
 - (i) that are published in the Gazette by WorkCover from time to time, and
 - (ii) notice of which has been given in writing to the operator by WorkCover, and
- (c) any conditions imposed on the provisional registration by WorkCover by notice in writing given to the operator.

Note. See clause 351 as to the review by the Administrative Decisions Tribunal of a decision by WorkCover to impose a condition on the provisional registration of a major hazard facility under this paragraph.

(2) An operator of a provisionally registered major hazard facility must comply with the conditions of that provisional registration.

Maximum penalty: Level 4.

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175P Conditions of provisional registration

Note. The provisional registration may be subject to other conditions under clause 175O (1) (b) and (c).

- (1) It is a condition of provisional registration of a major hazard facility that the operator of the facility must, within 6 months of the provisional registration or such longer period as WorkCover may allow, ensure that:
 - (a) a plan for the preparation of a safety report for the facility (that complies with any requirements that are published in the Gazette by WorkCover from time to time) is prepared and submitted to WorkCover, and
 - (b) provisional security arrangements (that comply with any requirements that are published in the Gazette by WorkCover from time to time) are prepared and implemented and details of those arrangements are submitted to WorkCover, and
 - (c) when preparing provisional security arrangements:
 - (i) details of those arrangements are provided to the Commissioner of Police, and
 - (ii) regard is taken of any written advice received from the Commissioner of Police, and
 - (d) provisional emergency arrangements (that comply with any requirements that are published in the Gazette by WorkCover from time to time) are prepared and implemented and details of those arrangements are submitted to WorkCover, and
 - (e) when preparing the provisional emergency arrangements:
 - (i) details of those arrangements are provided to:
 - (A) the Commissioner of the New South Wales Fire Brigades, and
 - (B) if the premises to which this clause applies are within a rural fire district within the meaning of the *Rural Fires Act 1997*—the NSW Rural Fire Service, and
 - (ii) regard is taken of any written advice received from the Commissioner of the New South Wales Fire Brigades.
- (2) It is a condition of provisional registration of a major hazard facility that the operator of the facility must, within 12 months of the provisional registration or such longer period as WorkCover may allow, ensure that a security plan for the facility (that

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complies with any requirements that are published in the Gazette by WorkCover from time to time) is prepared and submitted to WorkCover and implemented.

- (3) It is a condition of provisional registration of a major hazard facility that the operator of the facility must, within 2 years of the provisional registration or such longer period as WorkCover may allow, ensure that an application under clause 175Q for registration of the facility is made.
- (4) It is a condition of provisional registration of a major hazard facility that the operator of the facility must ensure that, at the time or times specified by WorkCover, such fees are paid to WorkCover as are fixed for the time being by WorkCover to cover expenses in connection with the regulation of facilities under this Part.
- (5) WorkCover may fix different fee amounts (or no amount) for different types of provisionally registered facility.

Division 3 Registration of major hazard facilities

175Q Application for registration

- (1) An operator of a major hazard facility may apply for the registration of the facility.
- (2) An application is to be made in writing to WorkCover and is to be:
 - (a) in the approved form, and
 - (b) accompanied by:
 - (i) a fee in such amount as WorkCover determines as the appropriate amount to cover expenses in connection with the processing of applications for the registration of a major hazard facility, and
 - (ii) such documents as WorkCover requires.

175R WorkCover may register major hazard facilities

- (1) Subject to subclause (3), WorkCover may register a major hazard facility.
- (2) Without limiting the reasons for which registration may be refused, WorkCover must refuse to register a major hazard facility if it is of the opinion that the following persons are not fit and proper persons to exercise control over the facility:
 - (a) if the operator is an individual—the operator,

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- (b) if the operator is a corporation—each director of the operator.
- (3) Without limiting the reasons for which registration may be refused, WorkCover must not register a major hazard facility unless it is satisfied that:
- (a) a safety management system for the facility (that complies with any requirements that are published in the Gazette by WorkCover from time to time) has been established and maintained, and
- (b) a security plan for the facility that complies with the following requirements has been submitted to WorkCover and has been implemented:
- (i) any requirements that are published in the Gazette by WorkCover from time to time,
- (ii) that in preparing the security plan:
- (A) a draft of the security plan was provided to the Commissioner of Police, and
- (B) regard was taken of any written advice received from the Commissioner of Police, and
- Note.** The security plan submitted to WorkCover and implemented under clause 175P (2) may satisfy this requirement.
- (c) an emergency plan that complies with the following requirements has been submitted to WorkCover and been implemented:
- (i) any requirements that are published in the Gazette by WorkCover from time to time,
- (ii) that in preparing the emergency plan:
- (A) a draft of the emergency plan was provided to:
- (I) the Commissioner of the New South Wales Fire Brigades, and
- (II) if the facility is within a rural fire district within the meaning of the *Rural Fires Act 1997*—the NSW Rural Fire Service, and
- (B) regard was taken of any written advice received from the Commissioner of the New South Wales Fire Brigades, and
- (iii) that after the emergency plan was submitted to WorkCover, it was provided to:

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- (A) the Commissioner of the New South Wales Fire Brigades, and
- (B) if the facility is within a rural fire district within the meaning of the *Rural Fires Act 1997*—the NSW Rural Fire Service, and
- (d) a safety report for the facility (that complies with any requirements that are published in the Gazette by WorkCover from time to time) has been submitted to WorkCover.

Note. See clause 351 as to the review by the Administrative Decisions Tribunal of a decision by WorkCover to refuse to register a major hazard facility under this clause.

175S Duration of registration

- (1) Unless sooner suspended or cancelled, registration of a major hazard facility continues in force for a period of 5 years.
- (2) However, if an application for the renewal of the registration of a major hazard facility has been made to WorkCover before the registration's expiry and the application has not been finally dealt with, the registration continues in force until WorkCover either renews the registration of the facility or refuses the renewal.

175T Registration subject to conditions

- (1) Registration of a major hazard facility is subject to:
 - (a) the conditions set out in this Division, and
 - (b) any general conditions applying to all registered major hazard facilities:
 - (i) that are published in the Gazette by WorkCover from time to time, and
 - (ii) notice of which has been given in writing to the operator by WorkCover, and
 - (c) any conditions individually imposed on the registration by WorkCover by notice in writing.

Note. See clause 351 as to the review by the Administrative Decisions Tribunal of a decision by WorkCover to impose a condition on the registration of a major hazard facility under this paragraph.

- (2) An operator of a registered major hazard facility must comply with the conditions of that registration.

Maximum penalty: Level 4.

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175U Conditions of registration

Note. The registration may be subject to other conditions under clause 175T (1) (b) and (c).

- (1) It is a condition of registration of a major hazard facility that the operator of the facility must, at the time or times specified by WorkCover, ensure that such fees are paid to WorkCover as are fixed for the time being by WorkCover to cover expenses in connection with the regulation of facilities under this Part.
- (2) WorkCover may fix different fee amounts (or no amount) for different types of registered facility.

175V Renewal of registration

- (1) It is a condition of registration of a major hazard facility that the operator of the facility must ensure that an application for renewal of the registration of the facility is submitted to WorkCover at least 12 months before the expiry of the registration.
- (2) An operator is not required to comply with the condition set out in subclause (1) if the operator has notified WorkCover in writing that it will cease to operate the major hazard facility during that 12 month period.
- (3) An application for renewal of registration is to be made in writing to WorkCover and is to be:
 - (a) in the approved form, and
 - (b) accompanied by:
 - (i) a fee in such amount as WorkCover determines as the appropriate amount to cover expenses in connection with the processing of applications for the renewal of registration of a major hazard facility, and
 - (ii) such documents as WorkCover requires.
- (4) WorkCover may renew a registration of a major hazard facility.

Note. See clause 351 as to the review by the Administrative Decisions Tribunal of a decision by WorkCover to renew a registration of a major hazard facility under this clause.

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Division 4 Provisions relating to both provisional registration and registration of major hazard facilities

175W Suspension and cancellation

- (1) WorkCover may suspend or cancel the provisional registration or registration of a major hazard facility.
Note. See clause 351 as to the review by the Administrative Decisions Tribunal of a decision by WorkCover to suspend or cancel provisional registration or registration of a major hazard facility under this clause.
- (2) Without limiting subclause (1), WorkCover may suspend or cancel the provisional registration or registration of a major hazard facility if it is satisfied that:
 - (a) an operator of the facility has contravened a condition of the provisional registration or registration, or
 - (b) an operator of the facility has contravened a provision of the Act or this Regulation, or
 - (c) the provisional registration or registration was obtained on the basis of false or misleading information or the failure to disclose relevant information to WorkCover, or
 - (d) a major accident at the facility is imminent, or
 - (e) the safety management system, security plan, emergency plan or safety report for the facility is inadequate, or
 - (f) any of the following persons is not a fit and proper person to exercise control over the facility:
 - (i) if the operator is an individual—the operator,
 - (ii) if the operator is a corporation—any director of the operator.

Part 6B.7 Duties of employees at major hazard facilities

175X Duties of employees at major hazard facilities

An employee at a major hazard facility must:

- (a) follow the operator's procedures relating to the prevention and control of major accidents within the facility, and
- (b) follow the operator's provisional emergency arrangements or emergency plan in the event of a major accident occurring or in the event of the emergency procedures being activated, and

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- (c) inform the operator, as soon as is practicable, of any circumstance of any kind that he or she considers capable of leading to a major accident, and
 - (d) without placing the employee or any other person at risk, take corrective action under those prevention and control and emergency procedures, consistent with the employee's training, even if such corrective action could interrupt the operation of the facility, and
 - (e) notify his or her supervisor of any corrective action taken.
- Maximum penalty: Level 4.

Part 6B.8 Miscellaneous

175Y Recording of major accidents, near misses and security breaches

- (1) If a major accident or near miss happens at a major hazard facility, the operator of the facility must, as soon as practicable:
 - (a) record the major accident or near miss, and
 - (b) investigate the major accident or near miss and determine, so far as is possible, its cause or likely cause, and
 - (c) record the results of that investigation and any such determination, and
 - (d) consult with the employees at the facility on ways of avoiding major accidents and near misses in the future.
 - (2) If a breach of security occurs at a major hazard facility, the operator of the facility must, as soon as practicable:
 - (a) record the breach of security, and
 - (b) investigate the breach of security and determine, so far as is possible, its cause or likely cause, and
 - (c) record the results of that investigation and any such determination, and
 - (d) consult with the employees at the facility on ways of preventing breaches of security in the future.
 - (3) The operator must retain a record created under this clause while the major hazard facility continues to operate.
- Maximum penalty: Level 4.

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175Z Security

(1) **Access systems and other security**

The operator of a major hazard facility must establish and maintain a system of security for, and controlled access to, the facility.

(2) The system must, as far as practicable:

- (a) prevent access by unauthorised persons to the facility, and
- (b) prevent unauthorised actions at the facility, and
- (c) ensure that any element of the facility that could affect its safe operation (including security documents, computer hardware and software and boundary infrastructure) is secured.

(3) **Risk assessments and security**

When identifying the foreseeable hazards that arise from the operation of a major hazard facility that may lead to, or arise from, a major accident at the facility, the operator of the facility must identify the hazards that may be caused by a breach of security at the facility.

(4) The operator of a major hazard facility must review a risk assessment, and any measures adopted to control the risk, relating to a hazard arising from a major accident caused by a breach of security at the facility whenever:

- (a) there is evidence that the risk assessment is no longer valid, or
- (b) a significant change is proposed in the facility or in work practices or procedures to which the risk assessment relates, or
- (c) the Commissioner of Police has directed that such a review take place,

and, in any case, at least once every 2 years.

(5) In carrying out such a risk assessment, the operator of the major hazard facility must take into account any advice received from the Commissioner of Police.

Maximum penalty: Level 4.

175ZA Informing, instructing and training employees

(1) The operator of a major hazard facility must provide the operator's employees with such information, instruction and training in relation to:

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- (a) all major accidents that could foreseeably occur at the facility, and
- (b) all hazards that could cause, or contribute to causing, those major accidents, and
- (c) the implementation of control measures to eliminate or control the risk of major accidents, and
- (d) the content and operation of any security plan for the facility generally, and
- (e) the content and operation of any safety management system for the facility generally,

as are necessary to enable the employees to perform their work (including the actions required of the employees under any security plan, emergency plan and any safety role developed for employees) in a manner that is safe and without risks to health.

- (2) The operator must ensure that the information, instruction and training provided under this regulation are recorded, monitored, reviewed and revised in order for them to remain relevant and effective.

Maximum penalty: Level 4.

175ZB Non-employees at the facility

- (1) The operator of a major hazard facility must ensure that any person other than an employee of the operator who enters the facility is, as soon as possible after the person enters:
 - (a) informed about the hazards at the facility, and
 - (b) instructed in the safety precautions the person should take while at the facility, and
 - (c) instructed in the actions the person should take in the event of an emergency plan being activated while he or she is at the facility.

- (2) The information and instruction (and the timing of its provision) must be commensurate with the risk to health and safety concerned.

Maximum penalty: Level 4.

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175ZC Operator to retain records of training

An operator of a major hazard facility must retain records in a suitable form of all training required by clause 13 and this Chapter to be provided to employees at the facility for at least 5 years after the date of creation of the record concerned.

Maximum penalty: Level 1.

175ZD Records

- (1) Unless this Chapter provides otherwise, any document or other record required to be created by an operator of a major hazard facility under this Chapter is to be retained by the operator for at least 15 years after the date of its creation.

Maximum penalty: Level 1.

- (2) Despite subclause (1), the operator of a major hazard facility must retain the following documents and records for at least 5 years after the date of the document or record's creation:

- (a) a document or record relating to a plan for the preparation of a safety report for the facility prepared under clause 175P (1) (a),
- (b) a document or record relating to any provisional security arrangements prepared and implemented under clause 175P (1) (b),
- (c) a document or record relating to any provisional emergency arrangements prepared and implemented under clause 175P (1) (d).

Maximum penalty: Level 1.

- (3) A person who has notified WorkCover of an intention to operate a major hazard facility or a potential major hazard facility under clause 175F must retain any documents and records relating to that notification for at least 5 years after the date of the document or record's creation.

Maximum penalty: Level 1.

- (4) A person who is required to keep documents or records under this clause must make those documents or records available for inspection by an inspector or an authorised representative in accordance with a request by the inspector or authorised representative and, in any event, no later than 7 days after the date of the request.

Maximum penalty: Level 1.

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- (5) In this clause:

authorised representative means an authorised representative within the meaning of Division 3 of Part 5 of the Act who is exercising functions under that Division.

175ZE Providing relevant information to other authorities

- (1) WorkCover may give in the course of its administration of this Chapter any information it has obtained in the course of that administration to other government departments, relevant local government councils and the emergency services (whether of this State or of the Commonwealth, another State or a Territory).
- (2) In this clause, *emergency service* includes the Roads and Traffic Authority.

175ZF Co-ordination of plans and reports

- (1) WorkCover may direct operators of different major hazard facilities to co-ordinate the preparation of any plan, report or other document.
- (2) In order to comply with a direction under subclause (1) relating to health and safety, an operator who is the subject of such a direction must provide to the other operators subject to the direction information concerning any circumstances at the operator's facility that could constitute a hazard in relation to the other operators' facilities.

Maximum penalty: Level 4.

[2] Clauses 176 and 176A

Renumber clauses 175 (Definitions) and 176 (Application) as clauses 176 and 176A respectively.

[3] Clause 341 Notification of incidents—additional incidents to be notified

Insert after clause 341 (j):

- (k) in relation to a major hazard facility (as defined in Chapter 6B)—if not already covered by another paragraph of this clause, a major accident or near miss (as defined in that Chapter).

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[4] Clause 344 Non-disturbance of places and plant involved in serious incidents—additional serious incidents

Insert after clause 344 (c):

- (d) in relation to a major hazard facility (as defined in Chapter 6B)—if not already covered by another paragraph of this clause, a major accident (as defined in that Chapter).

[5] Clause 351 Decisions subject to review by the Administrative Decisions Tribunal: section 36 of the Act

Insert after clause 351 (1) (b):

- (b1) decisions under Chapter 6B:
 - (i) that determine that a potential major hazard facility is a major hazard facility, or
 - (ii) to refuse provisional registration or registration of a major hazard facility, or
 - (iii) to impose a condition on the provisional registration or registration of a major hazard facility, or

Note. This subparagraph relates to conditions imposed on provisional registrations or registrations of major hazard facilities under clauses 175O (1) (c) and 175T (1) (c), not general conditions applying to all provisional registrations or registrations under clauses 175O (1) (b) and 175T (1) (b).
 - (iv) to suspend or cancel the provisional registration or registration of a major hazard facility, or
 - (v) to refuse to renew the registration of a major hazard facility,

[6] Clause 351 (2A)–(2C)

Insert after clause 351 (2):

- (2A) If a person has provided a notification under clause 175F in relation to a facility or proposed facility to WorkCover and WorkCover has not within 3 months of that notification provisionally registered the facility or proposed facility under clause 175M, WorkCover is taken, for the purposes of an application for review by the Administrative Decisions Tribunal, to have refused the provisional registration.
- (2B) WorkCover is taken, for the purposes of an application for review by the Administrative Decisions Tribunal, to have refused to register a major hazard facility if it does not determine an application in relation to the registration within 12 months after the date of lodgment of the application.

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(2C) Subclause (2) does not apply to any decision under Chapter 6B (as referred to in subclause (1) (b1)).

[7] Clause 356 False or misleading information in applications

Insert after clause 356 (2) (b):

- (b1) a notification under clause 175F,
- (b2) an application under Chapter 6B,

[8] Clause 360 Notes

Insert “(other than in Schedule 8 to this Regulation)” after “text of this Regulation”.

[9] Schedule 2 Penalty notices

Insert in appropriate order under the heading **Offence under this Regulation:**

Clause 175D	1,000
Clause 175E (1)	1,000
Clause 175F (1), (3), (4) or (7)	600
Clause 175I (1)	500
Clause 175L (1)	600
Clause 175X	200
Clause 175Y	600
Clause 175Z	1,000
Clause 175ZA	600
Clause 175ZB	600
Clause 175ZD	500

[10] Schedule 8

Insert after Schedule 7:

Schedule 8 Identification of a major hazard facility

(Clause 175A)

Determination of threshold quantities

The following rules apply to the determination of threshold quantities from Table 1 and Table 2:

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-
- (a) if the material is specifically listed in Table 1, the threshold quantity is to be determined from Table 1, and
 - (b) if a material is not specifically listed in Table 1, the appropriate threshold quantity is to be determined from Table 2 from the description which best applies to the material, and
 - (c) if more than one of the descriptions in Table 2 applies to a material, the description with the lowest threshold quantity is to be used.

Table 1

Material	UN numbers included under name	Threshold quantity (tonnes)
ACETONE CYANOHYDRIN	1541	20
ACETYLENE	1001	50
ACROLEIN	1092	200
ACRYLONITRILE	1093	200
ALLYL ALCOHOL	1098	20
ALLYLAMINE	2334	200
AMMONIA, ANHYDROUS, LIQUEFIED or AMMONIA SOLUTIONS, relative density less than 0.880 at 15°C in water, with more than 50% ammonia	1005	200
AMMONIUM NITRATE, with not more than 0.2% combustible substances, including any organic substances calculated as carbon, to the exclusion of any other added material	1942	2500
AMMONIUM NITRATE FERTILIZERS	2067 2068 2069 2070	5000
ARSENIC PENTOXIDE, Arsenic (V) Acid and other salts	1559	10
ARSENIC TRIOXIDE, Arsenious (III) Acid and other salts	1561	0.10
ARSINE	2188	0.01

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Material	UN numbers included under name	Threshold quantity (tonnes)
BROMINE or BROMINE SOLUTIONS	1744	100
CARBON DISULFIDE	1131	200
CHLORINE	1017	25
DIOXINS		0.10
ETHYL NITRATE		50
ETHYLENE DIBROMIDE	1605	50
ETHYLENE OXIDE	1040	50
ETHYLENEIMINE	1185	50
FLUORINE	1045	25
FORMALDEHYDE	1198 2209	50
HYDROFLUORIC ACID SOLUTION (greater than 50%)	1790	50
HYDROGEN	1049	50
HYDROGEN CHLORIDE		
—Anhydrous	1050	250
—Refrigerated Liquid	2186	250
HYDROGEN CYANIDE	1051 1614	20
HYDROGEN FLUORIDE	1052	50
HYDROGEN SULFIDE	1053	50
LP GASES	1011 1012 1075 1077 1978	200
METHANE or NATURAL GAS	1971 1972	200
METHYL BROMIDE	1062	200
METHYL ISOCYANATE	2480	0.15

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Material	UN numbers included under name	Threshold quantity (tonnes)
OXIDES OF NITROGEN, including nitrous oxide, nitrogen dioxide and nitrogen trioxide	1067	50
	1070	
	1660	
	1975	
	2201	
	2421	
OXYGEN	1072	2000
	1073	
PHOSGENE	1076	0.75
PROPYLENE OXIDE	1280	50
PROPYLENEIMINE	1921	200
SODIUM CHLORATE, solid	1495	200
SULFUR DICHLORIDE	1828	1
SULFUR DIOXIDE, LIQUEFIED	1079	200
SULFURIC ANHYDRIDE (Alt: SULFUR TRIOXIDE)	1829	75
TITANIUM TETRACHLORIDE	1838	500
TOLUENE DIISOCYANATE	2078	200

Notes to Table 1.

- 1 The UN number listed against the named material is given for information only. It does not restrict the meaning of the name, which also applies to material that falls outside the UN number, for example, because it is too dangerous to transport or is part of a mixture covered by another UN number. However, any material that is covered by the listed UN numbers must be included in the quantity of the material named.
- 2 If a Schedule 8 material is part of a mixture, the equivalent quantity should be calculated as shown by Example 2 in Chapter 16 of the "National Code of Practice for the Control of Major Hazard Facilities" [NOHSC: 2016 (1996)].

Table 2

Material	Description	Threshold quantity (tonnes)
Explosive materials	Explosives of Class 1.1A	10

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Material	Description	Threshold quantity (tonnes)
	All other Explosives of Class 1.1	50
	Explosives of Class 1.2	200
	Explosives of Class 1.3	200
Compressed and liquefied gases	Compressed or liquefied gases of Class 2.1 or Subsidiary Risk 2.1	200
	Liquefied gases of Subsidiary Risk 5	200
	Compressed or liquefied gases that meet the criteria for Very Toxic in Table 4 to this Schedule	20
	Compressed or liquefied gases that meet the criteria for Toxic in Table 4 to this Schedule	200
Flammable materials	Liquids that meet the criteria for Class 3 Packing Group I (Except for crude oil in remote locations)	200
	Crude oil in remote locations that meets the criteria for Class 3 Packing Group I	2000
	Liquids that meet the criteria for Class 3 Packing Group II or III	50,000
	Liquids with flashpoints <61°C kept above their boiling points at ambient conditions	200
	Combustible solids that meet the criteria for Class 4.1 Packing Group I	200
	Spontaneously combustible materials that meet the criteria for Class 4.2 Packing Group I or II	200
	Materials which liberate flammable gases or react violently on contact with water and that meet the criteria for Class 4.3 Packing Group I or II	200
	Materials which belong to Classes 3 or 8 Packing Group I or II which have Hazchem codes of 4WE (materials which react violently with water)	500

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Material	Description	Threshold quantity (tonnes)
Oxidizing materials	Oxidizing materials identified in the ADG Code as being goods too dangerous to be transported	50
	Oxidizing materials that meet the criteria for Class 5.1 Packing Group I or II	200
Peroxides	Peroxides identified in the ADG Code as being goods too dangerous to be transported	50
	Organic Peroxides that meet the criteria for Class 5.2	200
Toxic solids and liquids	Materials that meet the criteria for Very Toxic in Table 4 to this Schedule	20
	Materials that meet the criteria for Toxic in Table 4 to this Schedule	200

Notes to Table 2.

- 1 **ADG Code** means the current edition of the *Australian Code for the Transport of Dangerous Goods by Road and Rail*.
- 2 **Class** means the Class of dangerous goods referred to in the current edition of the *Australian Code for the Transport of Dangerous Goods by Road and Rail*.
- 3 **Packing Group** means the particular Packing Group determined from the current edition of the *Australian Code for the Transport of Dangerous Goods by Road and Rail*.
- 4 Materials referred to in the Table belong to a Class or Packing Group regardless of whether or not they are packaged for transport or under pressure.
- 5 The quantities specified for explosives relate to the weight of explosive exclusive of any non-explosive components.
- 6 If explosives of different Hazard Divisions are present in the same area or storage, all of the explosives shall be classified in accordance with Table 3 to this Schedule.

Table 3: Determination of precedence of hazard division

Hazard Division	1.1	1.2	1.3	1.4	1.5	1.6
1.1	1.1	1.1	1.1	1.1	1.1	1.1
1.2	1.1	1.2	1.1	1.2	1.1	1.2

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Hazard Division	1.1	1.2	1.3	1.4	1.5	1.6
1.3	1.1	1.1	1.3	1.3	1.1	1.1
1.4	1.1	1.2	1.3	1.4	1.5	1.6
1.5	1.1	1.1	1.1	1.5	1.5	1.5
1.6	1.1	1.2	1.1	1.6	1.5	1.6

Notes to Table 3.

- 1 The precedence of hazard division of explosives of two different hazard divisions is the hazard division determined by taking the hazard division of one explosive in the vertical hazard division column of Table 3, and the hazard division of the other explosive in the horizontal hazard division column of the Table, and reaching the place in the Table where the two columns intersect.
- 2 If explosives of more than two hazard divisions are present together, the precedence of hazard division of those explosives is determined by taking any two of those hazard divisions and determining their precedence of hazard division in accordance with Note 1, then taking that collective hazard division and another of the hazard divisions and determining their precedence of hazard division in accordance with Note 1 and then continuing this process until all hazard divisions present have been considered.

Table 4: Criteria for toxicity

Description	Oral toxicity¹ LD₅₀ (mg/kg)	Dermal toxicity² LD₅₀ (mg/kg)	Inhalation toxicity³ LC₅₀ (mg/L)
Very Toxic	LD ₅₀ ≤ 5	LD ₅₀ ≤ 40	LC ₅₀ ≤ 0.5
Toxic	5 < LD ₅₀ ≤ 50	40 < LD ₅₀ ≤ 200	0.5 < LC ₅₀ ≤ 2

Key

- 1 In rats
- 2 In rats or rabbits
- 3 4 hours in rats

Note to Table 4.

The criteria for toxicity are defined according to the *Australian Code for the Transport of Dangerous Goods by Road and Rail* and its appendices.

Other Legislation



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following ecological community as an endangered ecological community under that Act and, accordingly, Schedule 1 to that Act is amended by inserting in Part 3 in alphabetical order:

Acacia melvillei Shrubland in the Riverina and Murray-Darling Depression Bioregions (as described in the final determination of the Scientific Committee to list the ecological community)

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.

NSW SCIENTIFIC COMMITTEE

Final Determination

The Scientific Committee, established by the Threatened Species Conservation Act, has made a Final Determination to list *Acacia melvillei* Shrubland in the Riverina and Murray-Darling Depression bioregions as an ENDANGERED ECOLOGICAL COMMUNITY in Part 3 of Schedule 1 of the Act. The listing of Endangered Ecological Communities is provided for by Part 2 of the Act.

The Scientific Committee has found that:

1. *Acacia melvillei* Shrubland in the Riverina and Murray-Darling Depression bioregions is the name given to the ecological community that is dominated by *Acacia melvillei* and typically occupies sandhills and undulating sandplains in south-western NSW. In both bioregions, the community occurs on red-brown, sandy loam soils as scattered patches grading into surrounding woodlands of Belah and Rosewood, White Cypress Pine or sandplain mallee. *Acacia melvillei* Shrubland is characterised by the assemblage of species listed in paragraph 2 and typically has an open canopy of shrubs or small trees, sometimes with scattered mid-stratum shrubs, and with a sometimes sparse, but highly variable ground layer dominated by grasses, chenopods and herbs. The structure and species composition of the community varies depending on disturbance history and temporal variability in rainfall.
2. *Acacia melvillei* Shrubland is characterised by the following assemblage of species:

<i>Acacia loderi</i>	<i>Acacia melvillei</i>
<i>Alectryon oleifolius</i> subsp. <i>canescens</i>	<i>Atriplex limbata</i>
<i>Atriplex stipitata</i>	<i>Austrostipa nitida</i>
<i>Brachyscome lineariloba</i>	<i>Casuarina pauper</i>
<i>Crassula colorata</i> var. <i>acuminata</i>	<i>Dissocarpus paradoxus</i>
<i>Einadia nutans</i> subsp. <i>nutans</i>	<i>Enchylaena tomentosa</i>
<i>Eremophila sturtii</i>	<i>Erodium crinitum</i>
<i>Eucalyptus socialis</i>	<i>Harmsiodoxa blennodioides</i>
<i>Lepidium pseudohyssopifolium</i>	<i>Maireana georgei</i>
<i>Maireana pyramidata</i>	<i>Maireana sclerolaenoides</i>
<i>Maireana trichoptera</i>	<i>Myoporum platycarpum</i>
<i>Nitraria billardierei</i>	<i>Plantago cunninghamii</i>
<i>Rhagodia spinescens</i>	<i>Rhodanthe pygmaea</i>
<i>Salsola tragus</i>	<i>Sclerolaena diacantha</i>
<i>Sclerolaena obliquicuspis</i>	<i>Sida corrugata</i>
<i>Tetragonia tetragonioides</i>	<i>Triptilodiscus pygmaeus</i>
<i>Triraphis mollis</i>	<i>Zygophyllum ammophilum</i>

3. The total species list of the community is larger than that given above, with many species present in only one or two sites or in low abundance. The species composition of a site will be influenced by the size of the site, recent rainfall or drought conditions and by its disturbance (including grazing, land clearing and fire) history. The number and relative abundance of species will change with time since fire, and may also change in response to changes in fire frequency or grazing regime. At any one time, above-ground individuals of some species may be absent, but the species may be represented below ground in soil seed banks or as dormant structures such as bulbs, corms, rhizomes, rootstocks or lignotubers. The list of species given above is mainly of vascular plant species, however the community also includes micro-

organisms, fungi, cryptogamic plants and both vertebrate and invertebrate faunas. These components of the community are poorly documented.

4. *Acacia melvillei* Shrubland is characterised by an open stratum of large shrubs or small trees, which may be reduced to isolated individuals or may be absent as a result of past clearing. The shrub/tree layer is dominated by *Acacia melvillei* (Yarran), either in pure stands or with a range of other less abundant trees or tall shrubs. These may include *Acacia loderi* (Nelia), *Alectryon oleifolius* subsp. *canescens* (Rosewood), *Casuarina pauper* (Belah) and/or *Myoporum platycarpum* (Sugarwood). A scattered small shrub layer is sometimes present and may include *Enchylaena tomentosa* (Ruby Saltbush), *Eremophila sturtii*, *Nitraria billardierei* (Dillon bush), *Rhagodia spinescens* (Thorny Saltbush) and/or *Maireana pyramidata* (Black bluebush). The groundcover is highly variable in structure and composition. It may be sparse or more continuous, depending on the history of disturbance, grazing and rainfall events. It comprises chenopod subshrubs such as *Atriplex stipitata*, *Dissocarpus paradoxus* (Cannonball Burr), *Maireana* spp., *Sclerolaena* spp. (Copperburrs), *Einadia nutans* subsp. *nutans* (Climbing Saltbush) and grasses and forbs including *Austrostipa nitida*, *Crassula colorata*, *Erodium crinatum* (Blue Storksbill), *Tetragonia tetragonioides*, *Triraphis mollis* and *Zygophyllum ammophilum* (Sand Twinleaf). The structure of the community varies depending on past and current disturbances, particularly clearing, logging, grazing and soil erosion and on the timing and magnitude of recent rainfall.
5. *Acacia melvillei* Shrubland shares a number of species with *Acacia loderi* Shrublands, another ecological community currently listed as Endangered under the *Threatened Species Conservation Act 1995*. These two ecological communities inhabit similar soils and landforms and have some overlap in their distributions, but *Acacia loderi* Shrublands are more common in the northern part of the Riverina and Murray-Darling Depression bioregions and extend further north into several other bioregions. They may be distinguished on the basis of the relative abundance of their tree species (with *A. melvillei* generally uncommon within *Acacia loderi* shrublands) and differences in composition of their understories. Differences in understory composition may be obscured as a result of the history of heavy disturbance throughout both communities. *Acacia melvillei* is very difficult to distinguish from the closely related species *Acacia homalophylla*. Kodela (2001) reviewed herbarium specimens of both species to provide information on their distribution. Both species were found to be widespread in NSW with overlapping distributions. To reliably identify the species in the field, the presence of seed pods is required (Kodela 2001).
6. A number of vegetation surveys and mapping studies have been carried out in regions within which *Acacia melvillei* Shrubland occurs. The community includes: 'Acacia melvillei Woodland' (Map unit 17) of Scott (1992), Porteners (1993) and Porteners *et al.* (1997); 'Acacia melvillei Yarran tall open-shrubland' (Community 3b) of Westbrooke & Miller (1995); 'Acacia melvillei /Acacia homalophylla woodlands on sandy rises' of Horner *et al.* (2002); and 'Yarran shrubland of the sandplains and plains of the semi-arid (warm) and arid climate zones' (Veg. Comm. ID 23) of Benson *et al.* (2006). *Acacia melvillei* Shrubland belongs to the Riverine Sandhill Woodlands vegetation class of Keith (2004).
7. *Acacia melvillei* Shrubland is currently recorded from south-western portion of NSW in the Riverina and Murray-Darling Depression bioregions in the local government areas of Balranald, Carrathool, Central Darling, Conargo, Wakool and Wentworth. The community may occur elsewhere in the Riverina and Murray-Darling Depression bioregions, particularly in the Hay and Jerilderie local government areas. Bioregions are defined by Thackway & Creswell (1995).
8. *Acacia melvillei* Shrubland is scattered over a relatively large distribution, with an estimated extent of occurrence in the order of 50 000 km². Throughout this distribution, *Acacia melvillei*

Shrubland occurs in relatively small patches. Vegetation maps (1:250 000 scale) by Scott (1992), Porteners (1993) and Porteners *et al.* (1997) delineate about 500 ha of the community as 'Acacia melvillei Woodland' (map unit 17) and a further 5200 ha of mosaics containing patches of this community with other types of vegetation. These maps cover most of the community's distribution. Within the eastern part of this region, Horner *et al.* (2002) mapped approximately 1400 ha of the community as 'Acacia melvillei / Acacia homalophylla woodlands on sandy rises'. Based on available mapping and site records, and using a grid scale of 4 km² (as recommended by IUCN 2006), *Acacia melvillei* Shrubland is estimated to occupy an area of about 800 km². This latter estimate indicates that the community has a moderately restricted distribution.

9. *Acacia melvillei* Shrubland is generally not found on soils of high suitability for agriculture. However, some stands of the community are threatened by clearing for cropping, particularly in the east of its range (Porteners 1993, Benson *et al.* 2006). 'Clearing of native vegetation' is listed as a Key Threatening Process under the *Threatened Species Conservation Act 1995*.
10. Most of the remaining stands of *Acacia melvillei* Shrubland are heavily degraded by overgrazing, which has resulted in simplification of community structure, changes in species composition, invasion of weeds and soil erosion (Eldridge and Greene 1994, Eldridge 1998, Benson *et al.* 2006). Overgrazing by domestic livestock and feral herbivores, including rabbits and goats, has resulted in a scarcity of woody understorey plants and a lack of regeneration of palatable trees and shrubs in the community (Batty and Parsons 1992, Porteners 2001, Benson *et al.* 2006, Enke 2007). Consequently, senescent trees are not replaced with new individuals and there is a prolonged trend of stand degeneration, which is difficult to reverse, even under active conservation management (Dayman 2007, Enke 2007). Overgrazing also reduces structural complexity, plant species diversity and habitat suitability for vertebrate fauna of the community. Collectively, the processes associated with overgrazing have resulted in a large reduction in the ecological function of the community. 'Competition and grazing by the feral European Rabbit, *Oryctolagus cuniculus*' and 'Competition and habitat degradation by Feral Goats, *Capra hircus*' are listed as Key Threatening Processes under the *Threatened Species Conservation Act 1995*.
11. Fragmentation, grazing and small-scale physical disturbance have resulted in weed invasion throughout the distribution of *Acacia melvillei* Shrubland, which continues to threaten the ecological function of the community. Principal weed species include:

<i>Asphodelus fistulosus</i>	Onionweed
<i>Brassica tournefortii</i>	
<i>Bromus rubens</i>	Red Brome
<i>Erodium cicutarium</i>	Common Storksbill
<i>Hordeum</i> spp.	Barley grasses
<i>Medicago minima</i>	Medic
<i>Medicago polymorpha</i>	Medic
<i>Sisymbrium erysimoides</i>	

12. Examples of *Acacia melvillei* Shrubland have been recorded from Mungo and Willandra National Parks, and Kajuligah and Yanga Nature Reserves (Westbrooke and Miller 1995; Porteners 2001, Benson *et al.* 2006). However, some of these reserves contain only a few hectares of the community, and all exhibit signs of degradation associated with past land uses and the continuing impacts of feral herbivores.
13. *Acacia melvillei* Shrubland of the Riverina and Murray-Darling and NSW South Western Slopes bioregions is not eligible to be listed as a critically endangered ecological community.

14. *Acacia melvillei* Shrubland of the Riverina and Murray-Darling Depression and NSW South Western Slopes bioregions is eligible to be listed as an endangered ecological community as, in the opinion of the Scientific Committee, it is facing a very high risk of extinction in New South Wales in the near future, as determined in accordance with the following criteria as prescribed by the Threatened Species Conservation Regulation 2002:

Clause 27

The ecological community has undergone, is observed, estimated, inferred or reasonably suspected to have undergone or is likely to undergo within a time span appropriate to the life cycle and habitat characteristics of its component species:

- (b) a large reduction in ecological function, as indicated by the following:
- (d) change in community structure
- (e) change in species composition
- (f) disruption of ecological processes
- (g) invasion and establishment of exotic species
- (h) degradation of habitat

Professor Lesley Hughes
Chairperson
Scientific Committee

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New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following species as a vulnerable species under that Act and, accordingly, Schedule 2 to that Act is amended by inserting in Part 1 in alphabetical order under the heading “Ericaceae” (under the heading “Plants”):

Dracophyllum macranthum E.A.Br. & N. Streiber

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to omit the following species as a vulnerable species under that Act and, accordingly, Schedule 2 to that Act is amended by omitting from Part 1 under the heading “Goodeniaceae” (under the heading “Plants”):

Goodenia macbarronii Carolin

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

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- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following ecological community as a critically endangered ecological community under that Act and, accordingly, Schedule 1A to that Act is amended by inserting in Part 2 in alphabetical order:

Kincumber Scribbly Gum Forest in the Sydney Basin Bioregion (as described in the final determination of the Scientific Committee to list the ecological community)

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.

NSW SCIENTIFIC COMMITTEE

Final Determination

The Scientific Committee, established by the Threatened Species Conservation Act, has made a Final Determination to list the Kincumber Scribbly Gum Forest in the Sydney Basin Bioregion, as a CRITICALLY ENDANGERED ECOLOGICAL COMMUNITY in Part 2 of Schedule 1A of the Act. Listing of critically endangered ecological communities is provided for by Part 2 of the Act.

The Scientific Committee has found that:

1. Kincumber Scribbly Gum Forest in the Sydney Basin Bioregion is the name given to the ecological community characterised by the species assemblage listed in paragraph 2. The community is restricted to New South Wales and all sites are within the Sydney Basin Bioregion.
2. Kincumber Scribbly Gum Forest in the Sydney Basin Bioregion is characterised by the following assemblage of species:

<i>Allocasuarina littoralis</i>	<i>Angophora costata</i>
<i>Banksia spinulosa</i> var. <i>collina</i>	<i>Billardiera scandens</i>
<i>Breynia oblongifolia</i>	<i>Cassythia glabella</i>
<i>Corymbia gummifera</i>	<i>Cryptostylis erecta</i>
<i>Dianella caerulea</i>	<i>Dodonaea triquetra</i>
<i>Entolasia stricta</i>	<i>Epacris pulchella</i>
<i>Eucalyptus piperita</i>	<i>Eucalyptus racemosa</i>
<i>Glochidion ferdinandi</i>	<i>Glycine clandestina</i>
<i>Gompholobium latifolium</i>	<i>Grevillea linearifolia</i>
<i>Hibbertia empetrifolia</i> subsp. <i>empetrifolia</i>	<i>Lepidosperma laterale</i>
<i>Leptospermum polygalifolium</i>	<i>Lindsaea linearis</i>
<i>Lomandra longifolia</i>	<i>Lomandra obliqua</i>
<i>Lomatia silaifolia</i>	<i>Pandorea pandorana</i>
<i>Persoonia levis</i>	<i>Platylobium formosum</i>
<i>Polyscias sambucifolia</i>	<i>Pratia purpurascens</i>
<i>Pseuderanthemum variabile</i>	<i>Pteridium esculentum</i>
<i>Schelhammera undulata</i>	<i>Smilax glyciphylla</i>
<i>Syncarpia glomulifera</i>	<i>Themeda australis</i>
<i>Tetrarrhena juncea</i>	

A large number of infrequently recorded species also characterise the community. These include:

<i>Acacia irrorata</i>	<i>Acacia suaveolens</i>
<i>Acacia terminalis</i>	<i>Allocasuarina torulosa</i>
<i>Alphitonia excelsa</i>	<i>Anisopogon avenaceus</i>
<i>Blechnum cartilagineum</i>	<i>Calochlaena dubia</i>
<i>Cryptostylis subulata</i>	<i>Cyathochaeta diandra</i>
<i>Duboisia myoporoides</i>	<i>Endiandra sieberi</i>
<i>Eucalyptus acmenoides</i>	<i>Eucalyptus pilularis</i>
<i>Eucalyptus resinifera</i>	<i>Eustrephus latifolius</i>
<i>Gahnia clarkei</i>	<i>Gahnia radula</i>
<i>Gonocarpus tetragynus</i>	<i>Leptospermum trinervium</i>
<i>Opercularia hispida</i>	<i>Parsonsia straminea</i>
<i>Persoonia linearis</i>	<i>Pomax umbellata</i>
<i>Xanthorrhoea latifolia</i>	<i>Xanthorrhoea resinifera</i>

3. The total species list of the community is considerably larger than that given above, with many species present in only one or two sites or in low abundance. The species composition of a site will be influenced by the size of the site, recent rainfall or drought condition and by its disturbance (including fire) history. The number of species, and the above ground relative abundance of species will change with time since fire, and may also change in response to changes in fire regime (including changes in fire frequency). At any one time, above ground individuals of some species may be absent, but the species may be represented below ground in the soil seed banks or as dormant structures such as bulbs, corms, rhizomes, rootstocks or lignotubers. The list of species given above is of vascular plant species; the community also includes micro-organisms, fungi, cryptogamic plants and a diverse fauna, both vertebrate and invertebrate. These components of the community are poorly documented.
4. Kincumber Scribbly Gum Forest has an open tree canopy with *Eucalyptus racemosa* (Scribbly Gum), *Angophora costata* (Smooth-barked Apple), *Corymbia gummifera* (Red Bloodwood), *Syncarpia glomulifera* (Turpentine) and *Eucalyptus piperita* (Sydney Peppermint). *Allocasuarina littoralis* (Black Sheoak) and *Glochidion ferdinandi* (Cheese Tree) may be present in the subcanopy. There is a prominent stratum of shrubs, which typically include *Dodonaea triquetra* (Hopbush), *Platylobium formosum*, *Persoonia levis* (Broad-leaved Geebung), *Polyscias sambucifolia* (Elderberry Panax), *Breynia oblongifolia* (Coffee Bush), *Leptospermum polygalifolium* (Lemon-scented Tea-tree), *Banksia spinulosa* var. *collina* (Hill Banksia), *Epacris pulchella*, *Grevillea linearifolia* and *Lomatia silaifolia* (Crinkle Bush). The groundcover comprises herbs, scramblers, grasses, sedges and ferns, including *Billardiera scandens* (Appleberry), *Cassytha glabella*, *Dianella caerulea* (Blue Flax Lily), *Entolasia stricta* (Wiry Panic), *Lepidosperma laterale*, *Pratia purpurascens* (Whiteroot), *Pteridium esculentum* (Bracken), *Smilax glyciophylla* (Sweet Sarsaparilla) and *Tetrarrhena juncea* (Wire Grass).
5. A number of fauna species listed as threatened in NSW occur, or are likely to occur in Kincumber Scribbly Gum Forest. These include the Yellow-bellied Glider (*Petaurus australis*, Vulnerable), the Regent Honeyeater (*Xanthomyza phrygia*, Endangered), the Little Bent-wing Bat (*Miniopterus australis*, Vulnerable), the Common Bent-wing Bat (*Miniopterus schreibersii*, Vulnerable) and the Yellow-bellied Sheath-tail Bat (*Saccolaimus flaviventris*, Vulnerable).
6. Kincumber Scribbly Gum Forest was originally described by Bell (2004; Unit E102). In a survey of the Lower Hunter-Central Coast Region, vegetation referable to Kincumber Scribbly Gum Forest was classified as part of a broader map unit, 'Coastal Narrabeen Shrub Forest' (Unit E22), defined by (NPWS 2000). An analysis of all available plot data shows that Kincumber Scribbly Gum Forest is distinct from other vegetation types in the region (Mackenzie and Keith 2007). The relationship of Kincumber Scribbly Gum Forest to broader map units defined in McCauley's (2006) regional study is uncertain. Kincumber Scribbly Gum Forest belongs to the Sydney Coastal Dry Sclerophyll Forests vegetation class of Keith (2004), although it includes some mesophyllous shrubs, as well as grasses and herbs, which typically are not common components of that class.
7. Kincumber Scribbly Gum Forest has been recorded from the local government area of Gosford within the Sydney Basin Bioregion, (*sensu* Thackway and Creswell 1995) and may occur elsewhere in the Bioregion. Bell (2004) estimated the total remaining area of Kincumber Scribbly Gum Forest to be c. 80 ha. The entire known distribution is within an area of 4 km². The geographic distribution of the community is therefore very highly restricted.
8. Kincumber Scribbly Gum Forest is not known from any conservation reserves managed under the National Parks and Wildlife Act 1974 or the Forestry Act 1916 (Bell 2004). The presence of cleared areas within the community's very highly restricted distribution suggests that

Kincumber Scribbly Gum Forest is likely to have been fragmented by clearing activity in the past. Further clearing and fragmentation of Kincumber Scribbly Gum Forest is highly likely, given the rapidly growing population and demand for land on the Central Coast of NSW. 'Clearing of native vegetation' is listed as a Key Threatening Process under the *Threatened Species Conservation Act 1995*.

9. The intensifying urban and industrial land uses in the area surrounding Kincumber Scribbly Gum Forest exposes the community to increased risks of degradation. Processes associated with degradation of urban bushland include weed invasion (Bell 2004), altered fire regimes, rubbish dumping and heavy recreational use. The introduced shrub species, *Lantana camara*, has been recorded in the quadrat data for Kincumber Scribbly Gum Forest. 'Invasion, establishment and spread of *Lantana camara*' is listed as a Key Threatening Process under the *Threatened Species Conservation Act 1995*.
10. Kincumber Scribbly Gum Forest in the Sydney Basin Bioregion is eligible to be listed as a critically endangered ecological community as, in the opinion of the Scientific Committee, it is facing an extremely high risk of extinction in New South Wales in the immediate future, as determined in accordance with the following criteria as prescribed by the *Threatened Species Conservation Regulation 2002*:

Clause 26

The ecological community's geographic distribution is estimated or inferred to be:

(a) very highly restricted,

and the nature of its distribution makes it likely that the action of a threatening process could cause it to decline or degrade in extent or ecological function over a time span appropriate to the life cycle and habitat characteristics of the ecological community's component species.

Professor Lesley Hughes
Chairperson
Scientific Committee

References:

Bell SAJ (2004) 'The natural vegetation of Gosford Local Government Area, Central Coast, New South Wales: Part 1 - Technical Report.' Report to Gosford City Council.

Keith DA (2004) 'Ocean shores to desert dunes: the native vegetation of New South Wales and the ACT.' NSW Department of Environment and Conservation, Sydney.

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Thackway R, Creswell ID (1995). An Interim Biogeographic Regionalisation for Australia: a framework for establishing the national system of reserves, Version 4.0. (Australian Nature Conservation Agency: Canberra).



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following ecological community as a vulnerable ecological community under that Act and, accordingly, Schedule 2 to that Act is amended by inserting in Part 2 in alphabetical order:

Lower Hunter Valley Dry Rainforest in the Sydney Basin and NSW North Coast Bioregions (as described in the final determination of the Scientific Committee to list the ecological community)

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.

NSW SCIENTIFIC COMMITTEE

Final Determination

The Scientific Committee, established by the Threatened Species Conservation Act, has made a Final Determination to list the Lower Hunter Valley Dry Rainforest in the Sydney Basin and NSW North Coast Bioregions, as a VULNERABLE ECOLOGICAL COMMUNITY in Part 2 of Schedule 2 of the Act. Listing of vulnerable ecological communities is provided for by Part 2 of the Act.

The Scientific Committee has found that:

1. Lower Hunter Valley Dry Rainforest in the Sydney Basin and NSW North Coast Bioregions is the name given to the ecological community typically occurring on Carboniferous sediments of the Barrington footslopes in the Hunter Valley. The community usually forms a closed forest 15-20m high with emergent trees 20-30m high. Vines are abundant and there is a dense shrub and ground layer. All sites are within the Sydney Basin Bioregion and NSW North Coast Bioregion. Those sites within the NSW North Coast Bioregion are in the southern part of the bioregion.
2. Lower Hunter Valley Dry Rainforest in the Sydney Basin and NSW North Coast Bioregions is characterised by the following assemblage of species:

<i>Adiantum aethiopicum</i>	<i>Alectryon subcinereus</i>
<i>Alectryon tomentosus</i>	<i>Alphitonia excelsa</i>
<i>Aphanopetalum resinosum</i>	<i>Baloghia inophylla</i>
<i>Brachychiton populneus</i> subsp. <i>populneus</i>	<i>Breynia oblongifolia</i>
<i>Capparis arborea</i>	<i>Cayratia clematidea</i>
<i>Claoxylon australe</i>	<i>Clerodendrum tomentosum</i>
<i>Commelina cyanea</i>	<i>Corymbia maculata</i>
<i>Cupaniopsis anacardioides</i>	<i>Dendrocnide excelsa</i>
<i>Dioscorea transversa</i>	<i>Diospyros australis</i>
<i>Doodia aspera</i>	<i>Drypetes australasica</i>
<i>Elaeocarpus obovatus</i>	<i>Elaeodendron australis</i> var. <i>australis</i>
<i>Eucalyptus acmenoides</i>	<i>Eucalyptus punctata</i>
<i>Eustrephus latifolius</i>	<i>Ficus coronata</i>
<i>Gahnia melanocarpa</i>	<i>Geitonoplesium cymosum</i>
<i>Guoia semiglauca</i>	<i>Hibiscus heterophyllus</i>
<i>Jasminum volubile</i>	<i>Lepidosperma laterale</i>
<i>Lomandra longifolia</i>	<i>Maclura cochinchinensis</i>
<i>Mallotus philippensis</i>	<i>Melaleuca styphelioides</i>
<i>Melia azedarach</i>	<i>Melicope micrococca</i>
<i>Morinda jasminoides</i>	<i>Myrsine variabilis</i>
<i>Notelaea longifolia</i>	<i>Olea paniculata</i>
<i>Oplismenus aemulus</i>	<i>Pandorea pandorana</i> subsp. <i>pandorana</i>
<i>Pararchidendron pruinosum</i> var. <i>pruinosum</i>	<i>Parsonsia straminea</i>
<i>Pellaea falcata</i>	<i>Pellaea paradoxa</i>
<i>Peperomia leptostachya</i>	<i>Pittosporum multiflorum</i>
<i>Plectranthus parviflorus</i>	<i>Pouteria australis</i>
<i>Pseuderanthemum variabile</i>	<i>Sarcopetalum harveyanum</i>
<i>Scolopia braunii</i>	<i>Streblus brunonianus</i>
<i>Syzygium australe</i>	<i>Tetrastigma nitens</i>
<i>Triplodenia cunninghamii</i>	

3. The total species list of the community is considerably larger than that given above, with many species present in only one or two sites or in low abundance. The species composition of a site will be influenced by the size of the site, recent rainfall or drought condition and by its disturbance (including fire) history. The number of species, and the above ground relative abundance of species will change with time since fire, and may also change in response to changes in fire regime (including changes in fire frequency). At any one time, above ground individuals of some species may be absent, but the species may be represented below ground in the soil seed banks or as dormant structures such as bulbs, corms, rhizomes, rootstocks or lignotubers. The list of species given above is of vascular plant species, the community also includes micro-organisms, fungi, cryptogamic plants and a diverse fauna, both vertebrate and invertebrate. These components of the community are poorly documented.
4. Lower Hunter Valley Dry Rainforest typically has a canopy of 15-25m high with 40-80% cover. The most common trees include *Elaeocarpus obovatus* (Hard Quandong), *Alectryon subcinereus* (Wild Quince), *Baloghia inophylla* (Brush Bloodwood), *Melia azedarach* (White Cedar), *Melicope micrococca* (Hairy-leaved Doughwood), *Scolopia braunii* (Flintwood), *Streblus brunonianus* (Whalebone Tree), *Mallotus philippensis* (Red Kamala), *Capparis arborea* (Brush Caper Berry), *Olea paniculata* (Native Olive), *Guioa semiglauca* (Guioa), *Alectryon tomentosus* (Hairy Alectryon), *Claoxylon australe* (Brittlewood), *Elaeodendron australe* var. *australe* (Red Olive Plum), *Diospyros australis* (Black Plum) and *Pararchidendron pruinosum* var. *pruinosum* (Snow Wood). The shrub layer is dense with common species including *Notelaea longifolia* (Large Mock Olive), *Breynia oblongifolia* (Coffee Bush), *Clerodendrum tomentosum* (Hairy Clerodendrum) and *Pittosporum revolutum* (Hairy Pittosporum). Vines are very abundant and include *Pandorea pandorana* subsp. *pandorana* (Wonga Vine), *Geitonoplesium cymosum* (Scrambling Lily), *Cayratia clematidea* (Native Grape), *Jasminum volubile* (Stiff Jasmine) and *Maclura cochinchinensis* (Cockspur Thorn). The ground cover is often dense and is comprised of forbs, grasses and ferns. The common species include, *Commelina cyanea* (Scurvy Weed), *Dichondra repens* (Kidney Weed), *Oplismenus aemulus* (Basket Grass) and *Adiantum aethiopicum* (Common Maidenhair).
5. Lower Hunter Valley Dry Rainforest typically occurs on Carboniferous sediments of the Barrington footslopes along the northern rim of the Hunter Valley Floor, where it occupies gullies and steep hillslopes with south facing aspects. It is generally found at elevations less than 300 m ASL with a mean annual rainfall less than 900 mm (Peake 2006).
6. Areas of Lower Hunter Valley Dry Rainforest have been described by NSW NPWS (2000), Turner & Vernon (1994), DEC *in litt.* (2006) and Peake (2006). It falls broadly within *Alliance VI, Sub-Alliance 23 Ficus-Streblus-Dendrocnide-Cassine* in the rainforest classification of Floyd (1990). It shares characteristics with, but is not part of, the Western Sydney Dry Rainforest in the Sydney Basin Bioregion (NSW Scientific Committee 2000), currently listed as an Endangered Ecological Community under the *NSW Threatened Species Conservation Act 1995*.
7. Lower Hunter Valley Dry Rainforest has been recorded from the local government areas of Cessnock, Maitland and Port Stephens, and is also likely to occur or have occurred in Muswellbrook, Singleton, Upper Hunter and Dungog (within the Sydney Basin Bioregion and NSW North Coast Bioregion) (*sensu* Thackway and Creswell 1995). It may occur elsewhere in the Bioregions.
8. Lower Hunter Valley Dry Rainforest has an extent of occurrence of less than 10,000 km². Within this extent the community has been reduced to small remnants (generally < 10 ha) by clearing. Within the eastern portion of the range of the community, NSW NPWS (2000) estimated that the geographic distribution has been reduced by nearly 70%. The decline over the remaining portion of the range is uncertain but likely to be up to 50% across the whole range.

Lower Hunter Valley Dry Rainforest is not known to occur in any conservation reserves. Remnants are mostly located on private property.

9. Threats to Lower Hunter Valley Dry Rainforest include clearing and track building, frequent fire, trampling and grazing by cattle and weed invasion. The community is also vulnerable to stochastic events due to its fragmentation and small size of remnant patches. These threats are intensified by the absence of a forest buffer on forest margins (Turner and Vernon 1994). Invasion by the thicket-forming shrub Lantana (*Lantana camara*) has been demonstrated to increase following disturbances associated with fire or grazing (Gentle and Duggin 1997a). Lantana (*Lantana camara*) occurs in and around many stands and poses a threat through structural alteration, invasion and allelopathic suppression of rainforest seedlings (Gentle and Duggin 1997b). African Olive (*Olea europaea* subsp. *cuspidata*) also poses a significant threat through invasion (Peake 2006). 'Anthropogenic climate change', 'Clearing of native vegetation', 'Invasion and establishment of exotic vines and scramblers' and 'Invasion, establishment and spread of Lantana (*Lantana camara* L. sens. lat)' are listed as Key Threatening Processes under the *NSW Threatened Species Conservation Act 1995*.
10. Lower Hunter Valley Dry Rainforest in the Sydney Basin and NSW North Coast Bioregions is not eligible to be listed as an endangered or critically endangered ecological community.
11. Lower Hunter Valley Dry Rainforest in the Sydney Basin and NSW North Coast Bioregions is eligible to be listed as a vulnerable ecological community as, in the opinion of the Scientific Committee, it is facing a high risk of extinction in New South Wales in the medium-term future, as determined in accordance with the following criteria as prescribed by the *Threatened Species Conservation Regulation 2002*.

Clause 25

The ecological community has undergone, is observed, estimated, inferred or reasonably suspected to have undergone or is likely to undergo within a time span appropriate to the life cycle and habitat characteristics of its component species:

- (c) a moderate reduction in geographic distribution.

Clause 26

The ecological community's geographic distribution is estimated or inferred to be:

- (c) moderately restricted,

and the nature of its distribution makes it likely that the action of a threatening process could cause it to decline or degrade in extent or ecological function over a time span appropriate to the life cycle and habitat characteristics of the ecological community's component species.

Clause 27

The ecological community has undergone, is observed, estimated, inferred or reasonably suspected to have undergone or is likely to undergo within a time span appropriate to the life cycle and habitat characteristics of its component species:

- (c) a moderate reduction in ecological function, as indicated by any of the following:
 - (f) disruption of ecological processes
 - (g) invasion and establishment of exotic species
 - (h) degradation of habitat
 - (i) fragmentation of habitat

Professor Lesley Hughes
Chairperson
Scientific Committee

References:

- Floyd AG (1990) *Australian rainforests in New South Wales Vol 2* Surrey Beatty & Sons, NSW.
- Gentle CB, Duggin JA (1997a) *Lantana camara* L. invasions in dry rainforest-open forest ecotones: the role of disturbances associated with fire and grazing. *Australian Journal of Ecology* **22**, 298-306.
- Gentle CB, Duggin JA (1997b) Allelopathy as a competitive strategy in persistent thickets of *Lantana camara* L. in three Australian forest communities. *Plant Ecology* **132**, 85-85.
- NSW National Parks & Wildlife Service (2000) *Vegetation survey and mapping – Lower Hunter and Central Coast Region*. Report prepared for the Lower Hunter and Central Coast Regional Environment management Strategy. Version 1.1.
- NSW Scientific Committee (2000) Final Determination of Western Sydney Dry Rainforest in the Sydney Basin Bioregion.
- Peake TC (2006) *The Vegetation of the Central Hunter Valley, New South Wales*. A report on the findings of the Hunter Remnant Vegetation Project. Hunter- Central Rivers Catchment Authority, Paterson.
- Thackway R, Creswell ID (1995) An interim biogeographic regionalisation for Australia: a framework for setting priorities in the National Reserve System Cooperative Program. Version 4.10. (Australian Nature Conservation Agency: Canberra).
- Turner JC, Vernon SL (1994) Rainforest stands between Barrington Tops and the Hunter River, New South Wales. *Cunninghamia* **3**, 465-514.



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the species referred to in paragraph (a) as a critically endangered species under that Act and, as a consequence, to omit reference to that species as a species presumed extinct and, accordingly:

- (a) Schedule 1A to that Act is amended by inserting in alphabetical order in Part 1 (under the heading "Plants"):

Lamiaceae

- * *Prostanthera marifolia* R. Br.

- (b) Schedule 1 to that Act is amended by omitting the following matter from Part 4 (under the heading "Plants"):

Lamiaceae

- * *Prostanthera marifolia* R. Br.

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,

Notice of Final Determination

- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following species as a vulnerable species under that Act and, accordingly, Schedule 2 to that Act is amended by inserting in Part 1 in alphabetical order under the heading “Fabaceae” (under the heading “Plants”):

Pultenaea humilis Benth. ex Hook. F.

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following species as a critically endangered species under that Act and, accordingly, Schedule 1A to that Act is amended by inserting in Part I in alphabetical order under the heading “Orchidaceae” (under the heading “Plants”):

Thelymitra sp. *adorata* (B. Branwhite JAJ1030) J. Jeanes ined. Wyong
Sun
Orchid

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.



New South Wales

Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following ecological community as an endangered ecological community under that Act and, accordingly, Schedule 1 to that Act is amended by inserting in Part 3 in alphabetical order:

White Gum Moist Forest in the NSW North Coast Bioregion (as described in the final determination of the Scientific Committee to list the ecological community)

Dated, this 23rd day of June 2008.

Professor Lesley Hughes
Chairperson of the Scientific Committee

Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at www.environment.nsw.gov.au,
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment and Climate Change, PO Box 1967, Hurstville, 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6606,
- (c) in person at the Department of Environment and Climate Change Information Centre, Level 14, 59–61 Goulburn St, Sydney.

NSW SCIENTIFIC COMMITTEE

Final Determination

The Scientific Committee, established by the Threatened Species Conservation Act, has made a Final Determination to list White Gum Moist Forest in the NSW North Coast Bioregion as an ENDANGERED ECOLOGICAL COMMUNITY in Part 3 of Schedule 1 of the Act. Listing of endangered ecological communities is provided for by Part 2 of the Act.

The Scientific Committee has found that:

1. White Gum Moist Forest in the NSW North Coast Bioregion is the name given to the ecological community dominated by White Gum, *Eucalyptus dunnii*, either in pure stands or with *E. saligna*, *E. microcorys* and/or *Lophostemon confertus*. The community is characterised by the species listed in paragraph 2, and at maturity typically has a tall open canopy of eucalypts with a structurally complex understorey of rainforest trees and shrubs, vines, palms and ferns. Structural characteristics of the community may vary, depending on the intensity and characteristics of past disturbances including fire, logging, insect attack and partial clearing.
2. White Gum Moist Forest is characterised by the following assemblage of species:

<i>Acacia maidenii</i>	<i>Acacia melanoxylon</i>
<i>Acmena smithii</i>	<i>Acronychia oblongifolia</i>
<i>Adiantum formosum</i>	<i>Alectryon subcinereus</i>
<i>Alocasia brisbanensis</i>	<i>Alpinia caerulea</i>
<i>Archontophoenix cunninghamiana</i>	<i>Asplenium australasicum</i>
<i>Breynia oblongifolia</i>	<i>Cayratia clematidea</i>
<i>Cissus antarctica</i>	<i>Cissus hypoglauca</i>
<i>Cordyline petiolaris</i>	<i>Croton verreauxii</i>
<i>Cryptocarya glaucescens</i>	<i>Cryptocarya microneura</i>
<i>Daphnandra micrantha</i>	<i>Dendrocnide excelsa</i>
<i>Dendrocnide photinophylla</i>	<i>Derris involuta</i>
<i>Dioscorea transversa</i>	<i>Diospyros australis</i>
<i>Diploglottis australis</i>	<i>Doodia aspera</i>
<i>Dysoxylum fraserianum</i>	<i>Embelia australianua</i>
<i>Eucalyptus dunnii</i>	<i>Eucalyptus microcorys</i>
<i>Eucalyptus saligna</i>	<i>Eupomatia laurina</i>
<i>Euroschinus falcata</i> var. <i>falcata</i>	<i>Ficus coronata</i>
<i>Geitonoplesium cymosum</i>	<i>Guoia semiglauca</i>
<i>Hibiscus heterophyllus</i> subsp. <i>heterophyllus</i>	<i>Imperata cylindrica</i> var. <i>major</i>
<i>Lastreopsis decomposita</i>	<i>Lastreopsis microsora</i> subsp. <i>microsora</i>
<i>Lomandra longifolia</i>	<i>Lophostemon confertus</i>
<i>Maclura cochinchinensis</i>	<i>Mallotus philippensis</i>
<i>Melia azedarach</i>	<i>Melicope micrococca</i>
<i>Morinda jasminoides</i>	<i>Neolitsea australiensis</i>
<i>Neolitsea dealbata</i>	<i>Omalthus populifolius</i>
<i>Pandorea pandorana</i>	<i>Pittosporum multiflorum</i>
<i>Pollia crispata</i>	<i>Polyscias elegans</i>
<i>Psychotria loniceroides</i>	<i>Pteridium esculentum</i>
<i>Rapanea variabilis</i>	<i>Rhodamnia rubescens</i>
<i>Rubus moluccanus</i> var. <i>trilobus</i>	<i>Rubus rosifolius</i>

Smilax australis
Stephania japonica var. *discolor*
Tetrastigma nitens
Zehneria cunninghamii

Solanum stelligerum
Synoum glandulosum subsp. *glandulosum*
Wikstroemia indica

3. The total species list of the community is considerably larger than that given above, with many species present in only one or two sites or in low abundance. The species composition of a site will be influenced by the size of the site, recent rainfall or drought condition and by its disturbance (including fire) history. The number of species, and the above ground relative abundance of species will change with time since fire, and may also change in response to changes in fire regime (including changes in fire frequency). At any one time, above ground individuals of some species may be absent, but the species may be represented below ground in the soil seed banks or as dormant structures such as bulbs, corms, rhizomes, rootstocks or lignotubers. The list of species given above is of vascular plant species; the community also includes micro-organisms, fungi, cryptogamic plants and a diverse fauna, both vertebrate and invertebrate. These components of the community are poorly documented.
4. White Gum Moist Forest is dominated by an open tree canopy of *Eucalyptus dunnii* (White Gum), sometimes with *Eucalyptus saligna* (Sydney Blue Gum), *E. microcorys* (Tallowwood) and/or *Lophostemon confertus* (Brush Box). The understorey typically includes a diverse and prominent stratum of rainforest trees and shrubs including *Acmena smithii* (Lilli pilli), *Acronychia oblongifolia* (Common Acronychia), *Cordyline petiolaris* (Coast Banksia), *Croton verreauxii* (Green Cascarilla), *Cryptocarya microneura* (Murrogun), *Diploglottis australis* (Native Tamarind), *Eupomatia laurina* (Bolwarra), *Guoia semiglauca*, *Maclura cochinchinensis* (Cockspur Thorn), *Pittosporum multiflorum* (Orange Thorn), *Polyscias elegans* (Celery Wood) and *Rubus rosifolius* (Rose-leaf Bramble). Vines, including *Cissus antarctica* (Water Vine), *C. hypoglauca* (Giant Water Vine), *Geitonoplesium cymosum* (Scrambling Lily) and *Smilax australis* (Sarsaparilla), commonly grow over and amongst the understorey shrubs and trees. The groundcover comprises: ferns, including *Adiantum formosum* (Giant Maidenhar), *Doodia aspera* (Rasp Fern) and *Lastreopsis* spp. (Shield Ferns); herbs, including *Dioscorea transversa* (Native Yam) and *Alpinia caerulea* (Native Ginger); and graminoids including *Imperata cylindrica* var. *major* (Blady Grass) and *Lomandra longifolia* (Spiny-headed Matrush). Mature stands of the community are typically tall open-forest or open-forest with a structurally complex, multi-stratum understorey, while regrowth stands or recently disturbed stands may take on the structure of low closed forest or scrub, or may have simplified understorey structure, depending on the nature of the disturbance and the time elapsed since.
5. A number of threatened fauna species use habitat resources associated with White Gum Moist Forest. These include the following:

<i>Litoria brevipalmata</i>	Green-thighed Frog	Vulnerable
<i>Litoria subglandulosa</i>	Glandular Frog	Vulnerable
<i>Mixophyes balbus</i>	Stuttering Barred Frog	Endangered
<i>Mixophyes fleayi</i>	Fleay's Barred Frog	Endangered
<i>Philoria kundagungan</i>	Mountain Frog	Endangered
<i>Philoria richmondensis</i>		Endangered
<i>Hoplocephalus stephensii</i>	Stephens' Banded Snake	Vulnerable
<i>Calyptorhynchus banksii</i>	Red-tailed Black-cockatoo	Vulnerable
<i>Calyptorhynchus lathami</i>	Glossy Black-cockatoo	Vulnerable
<i>Coracina lineata</i>	Barred Cuckoo-shrike	Vulnerable

<i>Cyclopsitta diophthalma coxeni</i>	Double-eyed Fig-parrot	Endangered
<i>Menura alberti</i>	Albert's Lyrebird	Vulnerable
<i>Ninox strenua</i>	Powerful Owl	Vulnerable
<i>Podargus ocellatus</i>	Marbled Frogmouth	Vulnerable
<i>Ptilinopus magnificus</i>	Wompoo Fruit-dove	Vulnerable
<i>Ptilinopus regina</i>	Rose-crowned Fruit-dove	Vulnerable
<i>Ptilinopus superbus</i>	Superb Fruit-dove	Vulnerable
<i>Tyto tenebricosa</i>	Sooty Owl	Vulnerable
<i>Cercartetus nanus</i>	Eastern Pygmy-possum	Vulnerable
<i>Dasyurus maculatus</i>	Spotted-tailed Quoll	Vulnerable
<i>Falsistrellus tasmaniensis</i>	Eastern False Pipistrelle	Vulnerable
<i>Kerivoula papuensis</i>	Golden-tipped Bat	Vulnerable
<i>Macropus parma</i>	Parma Wallaby	Vulnerable
<i>Miniopterus australis</i>	Little Bentwing-bat	Vulnerable
<i>Mormopterus beccarii</i>	Beccari's Freetail-bat	Vulnerable
<i>Myotis adversus</i>	Large-footed Myotis	Vulnerable
<i>Petaurus australis</i>	Yellow-bellied Glider	Vulnerable
<i>Phascogale tapoatafa</i>	Brush-tailed Phascogale	Vulnerable
<i>Phascolarctos cinereus</i>	Koala	Vulnerable
<i>Pteropus poliocephalus</i>	Grey-headed Flying-fox	Vulnerable
<i>Scoteanax rueppellii</i>	Greater Broad-nosed Bat	Vulnerable
<i>Thylogale stigmatica</i>	Red-legged Pademelon	Vulnerable

6. White Gum Moist Forest typically occurs on the escarpment slopes and foothills of the north-east NSW, most commonly between 400 and 650 m elevation, where mean annual rainfall exceeds approximately 1000 mm and has a summer maximum (DEC 2007). Soils that support the community are relatively fertile and derived from basalt or fine-grained sediments, or colluvium or alluvium influenced by the presence of these substrates upslope or upstream. The community is typically found in gullies and on lower slopes, but has been recorded on upper slopes and basalt ridges (Binns 1995). It occurs less commonly on west-facing slopes than on other aspects.
7. White Gum Moist Forest occurs in the NSW North Coast bioregion, as well as adjacent regions in south-east Queensland. In NSW, White Gum Moist Forest is currently known from the local government areas of Clarence Valley, Coffs Harbour, Kyogle and Tenterfield, but may occur elsewhere within the bioregion. In addition to these areas, suitable habitat for the community is predicted to occur within the local government areas of Bellingen, Glen Innes – Severn and Richmond Valley (DEC 2007).
8. White Gum Moist Forest includes ‘Dunn’s White Gum’ (Forest Type 51) of Baur (1989), habitat of *Eucalyptus dunnii* described by Bension and Hager (1993), ‘*Eucalyptus dunnii*’ (Floristic Group 73) of NPWS (1995), ‘*Eucalyptus dunnii*’ (Community URBoV 8) of Binns (1995) and ‘Dunn’s White Gum Community’ (Forest Ecosystem 45) of NPWS (1999) and DEC (2004). White Gum Moist Forest belongs to the North Coast Wet Sclerophyll Forests vegetation class of Keith (2004).
9. All known records of White Gum Moist Forest occur within two disjunct areas: one in the upper northern reaches of the Richmond River catchment; and the other in the north-eastern foothills of the Dorrigo plateau. Together, these areas comprise a total extent of occurrence of less than 2500 km². The area of suitable habitat within this distribution is estimated to be approximately 1700 km², of which approximately 120 km² was assessed as ‘high quality’ habitat (DEC 2007).

A map of forest ecosystems in north-eastern NSW (NPWS 1999), shows less than 1000 ha of 'Dunn's White Gum Community' (Ecosystem 45) throughout the range of *Eucalyptus dunnii* in NSW, suggesting that less than 1% of modelled suitable habitat is occupied by the community (DEC 2007). Based on available mapping and site records, and using a grid scale of 4 km² (as recommended by IUCN 2006, White Gum Moist Forest is estimated to occupy an area of about 600 km². These estimates indicate that the community has a moderately to highly restricted distribution.

10. Since European settlement, and relative to the longevity of its dominant trees, which live for several hundred years, White Gum Moist Forest has undergone a moderate to large reduction in geographic distribution. Estimates of reduction in the distribution of the community vary from 33% (NPWS 1999) to 50% (Wall 2005). However, the extent of the community prior to clearing may have been under-estimated (DEC 2007), suggesting that reductions have been larger than currently estimated. Isolated remnant trees along Duck, Koreelah, Lindsay, Boomi and Beaury creeks are indicative of a previously more extensive occurrence of the community, prior to land clearing (DEC 2007). White Gum Moist Forest continues to be threatened by clearing, particularly where it occurs on fertile soils in valleys and on river flats that are suitable for agriculture and plantation forestry. Approximately one-third of the remaining suitable habitat occurs on private land, the majority of which has been assessed as high- or medium-capability rural land (DEC 2007). 'Clearing of native vegetation' is listed as a Key Threatening Process under the *Threatened Species Conservation Act 1995*.
11. White Gum Moist Forest has undergone changes in structure, including loss of hollow-bearing trees, as a consequence of timber harvesting. Its dominant tree species are valuable commercial timber species and much of the community is currently in a state of regrowth after past logging activity. Benson and Hager (1993) estimated that less than 10% of the *E. dunnii* forest they surveyed was in an 'old growth' state and that 87% of the trees they sampled had a diameter at breast height of less than 0.5 m. Logging operations continue in stands of the community on state forest and private land, which account for approximately two-thirds of the remaining suitable habitat (DEC 2007). For example, recent logging of the community has been reported in Beaury State Forest (DEC 2007). Loss of hollow-bearing trees, which provide important fauna habitat, and other structural changes associated with timber harvesting are indicative of a large reduction in ecological function of the community. 'Loss of hollow-bearing trees' is listed as a Key Threatening Process under the *Threatened Species Conservation Act 1995*.
12. White Gum Moist Forest is threatened by forest eucalypt dieback associated with over-abundant Bell Miners and psyllids (Wardell-Johnson *et al.* 2006, DEC 2007). This complex process is associated with substantial changes in community composition and structure, including the defoliation and eventual death of canopy eucalypts, increased densities of mid-stratum plant species and decline in diversity of small forest birds. Forest dieback affects White Gum Moist Forest across all land tenures, including stands that are now included within Mt Clunie and Yabbra National Parks. Areas of low, moderate and severe forest dieback have been mapped within suitable habitat for White Gum Moist Forest (DEC 2007). A field inspection in November 2006 recorded defoliation of upper stratum trees associated with a dominance of Bell Miners in local bird communities in eight of 16 sites inspected (DEC 2007). The impacts of forest eucalypt dieback are indicative of a large reduction in ecological function of the community.
13. White Gum Moist Forest is also potentially threatened by grazing and inappropriate fire regimes. Cattle grazing is practiced in large areas of freehold and leasehold eucalypt forest in north-east NSW, including White Gum Moist Forest. Frequent burning of the understorey is carried out as part of forest management for both cattle production and timber production.

Benson & Hager (1993) were able to distinguish the species composition of White Gum Moist Forest sites that appeared to be unburnt for more than 30 years from those that appeared to have been burnt more regularly. The less frequently burnt sites were richer in fire-sensitive rainforest species than the latter, while recently logged and burnt sites had the lowest species diversity (Benson & Hager 1993). More generally, frequent burning and grazing are associated with changes in the structure, diversity and composition of a range of eucalypt forest communities in northern NSW (York 1999, 2000, Andrew *et al.* 2000, Henderson and Keith 2002, Harris *et al.* 2003, York and Tarnawski 2004, Tasker and Bradstock 2006). 'High frequency fire resulting in disruption of life cycle processes in plants and animals and loss of vegetation structure and composition' is listed as a Key Threatening Process under the *Threatened Species Conservation Act 1995*.

14. Clearing activity, forest dieback, grazing, frequent burning and other disturbances accelerate the invasion of weeds into White Gum Moist Forest. Principal weed species include *Lantana camara*, *Ochna serrulata* and *Senna septemtrionalis*. *Lantana camara* was recorded in 40% of 43 documented sites of White Gum Moist Forest, and dominated the mid stratum at most of these sites. Infestations of this species have been implicated in forest eucalypt dieback (Wardell-Johnson *et al.* 2006). The invasion and establishment of exotic species in White Gum Moist Forest results in a large reduction in the ecological function of the community. 'Invasion, establishment and spread of *Lantana camara*' is listed as a Key Threatening Process under the *Threatened Species Conservation Act 1995*.
15. *Eucalyptus dunnii* is grown in commercial timber plantations in northern NSW. Until relatively recently, these plantations were grown from seed that was harvested from wild populations, however, an increasing proportion of seed is now produced from controlled breeding stock in seed orchards. The level of gene flow from plantation stock into wild populations is currently unknown, as is the impact of genetic contamination from controlled breeding stock on fitness and genetic diversity of wild populations.
16. Limited examples of the community are have been mapped and recorded from Koreelah, Mt Clunie, Richmond Range, Tooloom, Toonumbar and Yabbra National Parks, Captains Creek and Hortons Creek Nature Reserves. Small stands may also occur within Border Ranges, Chaelundi and Mt Nothofagus National Parks. The remaining stands occur primarily on private land or state forest.
17. White Gum Moist Forest in the NSW North Coast Bioregion is not eligible to be listed as a critically endangered ecological community.
18. White Gum Moist Forest in the NSW North Coast Bioregion is eligible to be listed as an endangered ecological community as, in the opinion of the Scientific Committee, it is facing a very high risk of extinction in New South Wales in the near future, as determined in accordance with the following criteria as prescribed by the *Threatened Species Conservation Regulation 2002*:

Clause 26

The ecological community's geographic distribution is estimated or inferred to be:

(b) highly restricted,

and the nature of its distribution makes it likely that the action of a threatening process could cause it to decline or degrade in extent or ecological function over a time span appropriate to the life cycle and habitat characteristics of the ecological community's component species.

Clause 27

The ecological community has undergone, is observed, estimated, inferred or reasonably suspected to have undergone or is likely to undergo within a time span appropriate to the life cycle and habitat characteristics of its component species:

- (b) a large reduction in ecological function, as indicated by any of the following:
 - (d) change in community structure
 - (e) change in species composition
 - (f) disruption of ecological processes
 - (g) invasion and establishment of exotic species
 - (h) degradation of habitat

Professor Lesley Hughes
Chairperson
Scientific Committee

References

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OFFICIAL NOTICES

Appointments

Department of Premier and Cabinet, Sydney
2 July 2008

CONSTITUTION ACT 1902

Ministerial Arrangements During the Absence of
Minister for Lands, Minister for Rural Affairs and
Minister for Regional Development

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Hon M. J. Brown, M.P., Minister for Housing and Minister for Tourism, as on and from 6 July 2008, with a view to his performing the duties of the Honourable A. B. Kelly, M.L.C., during his absence from duty.

MORRIS IEMMA, M.P.,
Premier

Department of Lands

ARMIDALE OFFICE

108 Faulkner Street (PO Box 199A), Armidale NSW 2350

Phone: (02) 6770 3100 Fax (02) 6771 5348

ALTERATION OF CORPORATE NAME OF RESERVE TRUST

PURSUANT to section 92 (3) of the Crown Lands Act 1989, the corporate name of the reserve trust specified in Schedule 1 hereunder, which is trustee of the reserve referred to in Schedule 2, is altered to the corporate name specified in Schedule 3.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

New England Regional Art Museum Reserve Trust

SCHEDULE 2

Reserve No. 96366
Public Purpose: Museum
Notified: 24 September 1982
File Reference: AE82 R 52/1

SCHEDULE 3

Armidale Community Cultural Reserve Trust

DUBBO OFFICE
142 Brisbane Street (PO Box 865), Dubbo NSW 2830
Phone: (02) 6883 3300 Fax: (02) 6882 6920

**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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Land District: Walgett.	The whole being Lot 3,
Local Government Area: Walgett Shire Council.	DP 754182, Parish Brewan, County Leichhardt,
Locality: Brewan.	of an area of 283.7 hectares.
Reserve No.: 94938.	
Public Purpose: Future public requirements.	
Notified: 22 May 1981.	
File No.: DB94 H 284.	

Note: Sale of Perpetual Lease 129063 to A J, P J & G L Taunton.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Land District: Nyngan.	The part being Lot 32,
Local Government Area: Lachlan Shire Council.	DP 824095, Parish Mingelo, County Kennedy,
Locality: Tottenham.	of an area of 358.4 hectares.
Reserve No.: 95166.	
Public Purpose: Future public requirements.	
Notified: 5 June 1981.	
Lot 29, DP 820731, Parish Mingelo, County Kennedy;	
Lot 30, DP 820731, Parish Mingelo, County Kennedy;	
Lot 31, DP 820731, Parish Mingelo, County Kennedy;	
Lot 33, DP 824095, Parish Mingelo, County Kennedy;	
Lot 32, DP 824095, Parish Mingelo, County Kennedy;	
Lot 25, DP 754003, Parish Mingelo, County Kennedy.	
File No.: DB06 H 70.	

Note: Sale of Perpetual Lease 109584 to D. M. Day.

SCHEDULE 3

<i>Column 1</i>	<i>Column 2</i>
Land District: Dubbo.	The whole being Lot 45,
Local Government Area: Dubbo City Council.	DP 753244, Parish Oxley, County Gordon, of an area of 2.024 hectares.
Locality: Oxley.	
Reserve No.: 78502.	
Public Purpose: Future public requirements.	
Notified: 20 April 1956.	
File No.: DB05 H 153.	

Note: Purchase of Perpetual Lease 107653.

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 are extinguished.

TONY KELLY, M.L.C.,
Minister for Lands

Description

Land District – Gilgandra;
Council – Gilgandra;
Parishes – Breelong and Boyben;
County – Gowen

Lots 1, 2 and 3 in DP 1127588. File Ref.: DB04 H 194

Note: On closing title to the land comprised in Lots 1, 2 and 3 will vest in the State of New South Wales as Crown land.

GRAFTON OFFICE
76 Victoria Street (Locked Bag 10), Grafton NSW 2460
Phone: (02) 6640 3400 Fax: (02) 6642 5375

APPOINTMENT OF TRUST BOARD MEMBERS

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Raymond Arthur REID (re-appointment)	Woodenbong War Memorial Reserve Trust.	Reserve No.: 74787. Public Purpose: War Memorial. Notified: 21 March 1952. File No.: GF81 R 279.
Bradley John DOWNHAM (re-appointment)		
Brendan Sidney FLETCHER (new member)		
Graeme Raymond REID (re-appointment)		
Thomas John DOWNHAM (re-appointment)		
Douglas Raymond REID (re-appointment)		
David Paul STACE (re-appointment)		

Term of Office

For a term commencing the date of this notice and expiring 3 July 2013.

NOTIFICATION OF CLOSING OF ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

Description

Land District – Lismore;
LGA – Lismore

Road Closed: Lot 1, DP 1125442 at Boat Harbour, Parish Lismore, County Rous. File Reference: GF05 H 188

SCHEDULE

On closing, the land within Lot 1, DP 1125442 remains vested in the State of New South Wales as Crown land.

Description

Land District – Grafton;
LGA – Clarence Valley

Road Closed: Lot 1, DP 1126945 at Clarenza, Parish Clarenza, County Clarence. File Reference: GF05 H 192

SCHEDULE

On closing, the land within Lot 1, DP1126945 remains vested in the State of New South Wales as Crown land.

Description

Land District – Lismore;
LGA – Ballina

Road Closed: Lot 1, DP 1126877 at South Ballina, Parish South Ballina, County Richmond. File Reference: GF07 H 79

SCHEDULE

On closing, the land within Lot 1, DP 1126877 former Council public road, will vest in the State of New South Wales as Crown land.

Description

Land District – Lismore;
LGA – Richmond Valley

Road Closed: Lot 1, DP 1126946 at Doonbah, Parish Riley, County Richmond. File Reference: GF05 H 207

SCHEDULE

On closing, the land within Lot 1, DP 1126946 remains vested in the State of New South Wales as Crown land.

Description

Land District – Lismore;
LGA – Byron

Road Closed: Lot 1, DP 1124504 at Coopers Shoot, Parish Byron, County Rous. File Reference: GF05 H 252

SCHEDULE

On closing, the land within Lot 1, DP 1124504 remains vested in the State of New South Wales as Crown land.

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

RESERVATION OF CROWN LAND

PURSUANT to section 87 of the Crown Lands Act 1989, the Crown land specified in Column 1 of the schedule hereunder is reserved as specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

Column 1

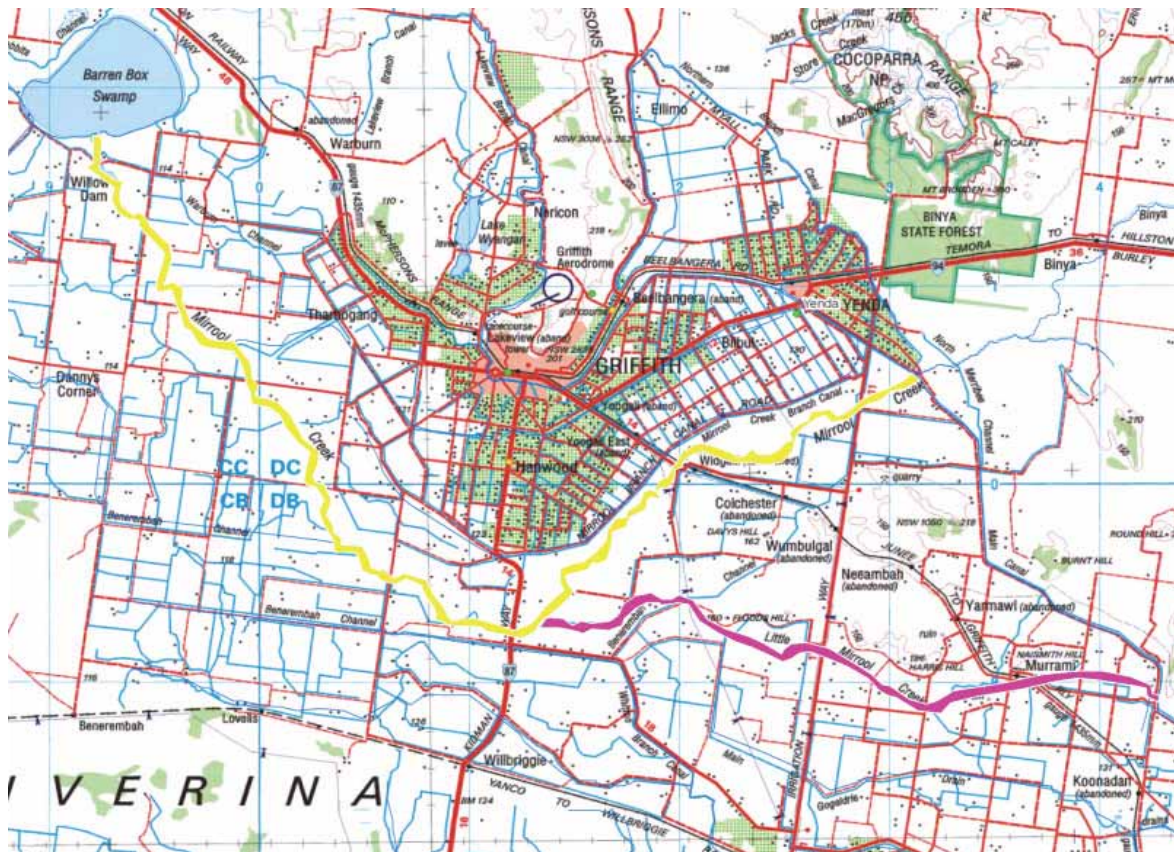
Land District: Mirrool
 Local Government Area:
 Griffith City Council
 Locality: Griffith
 Lot 7001, DP 1024371,
 Parish Yenda, County Cooper

Column 2

Reserve No. 1015068
 Public Purpose: Rural
 services

Lot PT 102, DP 751704,
 Parish Gorton, County Cooper
 Area: About 25.23ha
 File Reference: 08/5560/1

Notes: Reserve 1015068 comprises Crown land known as the Mirrool Creek and the Little Mirrool Creek systems that extend for approximately 96 kilometres and contain approximately 1378 ha – diagram located in Griffith Office.



NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

Parish – Oxley;
County – Cooper;
Land of District – Narrandera;
L.G.A. – Narrandera

Road Closed: Lot 1 in DP 1126485.
 File Ref.: 08/0366 (MR)

Note: On closing, title to the land comprised in Lot 1 remains vested the Crown as Crown land.

**APPOINTMENT OF CORPORATION TO MANAGE
RESERVE TRUST**

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Murrumbidgee Irrigation Ltd	Mirrool & Little Mirrool Creeks (R.1015068) Reserve Trust	Reserve No. 1015068 Public Purpose: Rural services Notified: This day File Reference: 08/5560/1

For a term commencing the date of this notice

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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Mirrool & Little Mirrool Creeks (R.1015068) Reserve Trust	Reserve No. 1015068 Public Purpose: Rural services Notified: This day File Reference: 08/5560

HAY OFFICE

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

NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Description

Land District – Balranald South;
L.G.A. – Wakool

Lot 1 in DP 1126394, Parish of Toolmah, County of Wakool. File No.: HY98 H 204.

Note: On closing, title for the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

SCHEDULE 2

Description

Land District – Hay;
L.G.A. – Hay

Lot 1 in DP 1123132, Parish of Hay South and Narrawidgery, County of Waradgery. File No.: HY06 H 72.

Note: On closing, title for the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

MAITLAND OFFICE**Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323****Phone: (02) 4937 9300 Fax: (02) 4934 2252****CROWN LANDS ACT 1989**

Plans of Management for Crown Reserve under
Division 6 of Part 5 of the Crown Lands Act 1989
and Crown Lands Regulation 2006

Dedication No. 1014788
Public Purpose: Cemetery
Notified: 23 September
1881

File Reference: 08/3434/1

DRAFT plans of management have been prepared for the
Crown reserved land described hereunder that is under the
trusteeship of Gosford City Council also notified this day.

For a term commencing the date of this notice

Inspection of the draft plan can be made at Gosford City
Council, Administration Building ground floor Mann Street
Gosford, Woy Woy Library Blackwall Road, Woy Woy,
Kincumber Library, Bungoona Road, Kincumber, Erina
Library, Erina Fair Shopping Centre, Karalta Road, Erina
and the Department of Lands Cnr Newcastle Road and Banks
Street, East Maitland, during normal business hours.

The Draft Plans will be on exhibition until 4 August 2008.
Comments on the draft plan are invited from the public and
may be submitted in writing to The General Manager Gosford
City Council, PO Box 21, Gosford NSW 2250.

TONY KELLY, M.L.C.,
Minister for Lands

Description of Lands

*Land District – Gosford;
Council Area – Gosford;
Parishes – Patonga and Kincumber;
County – Northumberland*

D1014788 being Wamberal Cemetery. R75529 being
part Point Clare Cemetery. R48508 being part Point Clare
Cemetery. R82648 being part Point Clare Cemetery.

Location: Point Clare and Wamberal. File No.: 08/3434

**APPOINTMENT OF CORPORATION TO MANAGE
RESERVE TRUST**

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Gosford City Council	Gosford City Council Cemeteries Trust	Reserve No. 75529 Public Purpose: Cemetery purposes Notified: 2 January 1953 Reserve No. 48508 Public Purpose: Cemetery Notified: 22 January 1913 Reserve No. 82648 Public Purpose: Cemetery purposes Notified: 1 July 1960

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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Gosford City Council Cemeteries Trust	Reserve No. 75529 Public Purpose: Cemetery purposes Notified: 2 January 1953 Reserve No. 48508 Public Purpose: Cemetery Notified: 22 January 1913 Reserve No. 82648 Public Purpose: Cemetery purposes Notified: 1 July 1960 Dedication No. 1014788 Public Purpose: Cemetery Notified: 23 September 1881 File Reference: 08/3434/1

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

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Crown Lands Reserve Trust	Reserve No. 1015108 Public Purpose: Urban services, public recreation and coastal environmental protection Notified: This day File Reference: 07/5365/1

RESERVATION OF CROWN LAND

PURSUANT to section 87 of the Crown Lands Act 1989, the Crown land specified in Column 1 of the schedule hereunder is reserved as specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Gosford	Reserve No. 1015108
Local Government Area: Wyong Shire Council	Public Purpose: Urban services, public recreation and coastal environmental protection
Locality: Magenta	
Lot 7010, DP 1074452,	
Parish Wallarah,	
County Northumberland	
Area: About 19.13ha	
File Reference: 07/5365	

Note: Existing reservations over the land are not automatically revoked by this notification

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

ROADS ACT 1993

Order

Transfer of Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Suburb – Carrington;
Parish – Newcastle;
County – Northumberland;
Land District – Newcastle;
Local Government Area – Newcastle

That part of Elizabeth Street, Carrington surveyed as Lot 1, DP 1125941 and the constructed road surveyed as Lot 2, DP 1125941.

SCHEDULE 2

Roads Authority: Newcastle City Council. Council Reference: 2206175. File Reference: MD05 H 187

MOREE OFFICE

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

NOTIFICATION OF CLOSING OF A ROAD

IN pursuance of the provisions of the Roads Act 1993, the roads hereunder described are closed and the lands comprised therein ceases to be public roads and the rights of passage and access that previously existed in relation to these roads are extinguished.

TONY KELLY, M.L.C.,
Minister for Lands

Description

Land District – Moree;
Council – Moree Plains Shire;
Parishes – Boolooroo and King;
County – Courallie

Lot 25, DP 1081782. File No.: ME02 H 392.

Note: On closing, the land within Lot 1, DP 1081782 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 opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Warialda.	The whole of Reserve 94588
Local Government Area: Moree Plains.	being Lot 76, in DP 44048,
Parish: Limebon.	Parish of Limebon, County
County: Staphylton.	of Staphylton, with an area of
Reserve No.: 94588.	340.3 hectares.
Purpose: Future public requirements.	
Notified: 6 April 1981.	
File No.: ME99 H 81.	

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

PURSUANT to section 121A of the Crown Lands Act 1989, that the additional purpose specified in Column 1 of the Schedule hereunder is applied to the whole of the reserve specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

Parish – Cadjangarry;
County – Dampier;
Town – Quaama;
Land District – Bega;
LGA – Bega Valley;

<i>Column 1</i>	<i>Column 2</i>
Rural Services	Reserve No: 88599
File Ref: NA80 R 255	Public Purpose: Public recreation
	Notified: 19 May 1972

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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
The Quaama Fire Shed (R.88599) Reserve Trust	Reserve No: R. 88599
	Public Purpose: Public recreation and rural services
	Notified: 19 May 1972
	File Reference: NA80 R 255

Note: Additional purpose of Rural Services added, this day

APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Bega Valley Shire Council	The Quaama Fire Shed (R.88599) Reserve Trust	Reserve No.: R.88599
		Public Purpose: Public recreation and rural services
		Notified: 19 May 1972
		File Reference: NA80 R 255

Note: Additional purpose of Rural Services added, this day

ERRATUM

IN the notification appearing in the *New South Wales Government Gazette* of 27 June 2008, Folio 6357, under the heading of "AGGREGATION OF RESERVES AND ADDITIONAL RESERVE PURPOSES" in relation to Jervis Bay State Park, Schedule 1 Item No. 5, delete "Lot 8, DP 522659 and".

TONY KELLY, M.L.C.,
Minister for Lands

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

NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Description

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

Road Closed: Lot 1 in Deposited Plan 1127898. File No.: OE07 H 3.

Note: On closing, the land within Lot 1, DP 1127898 remains vested in Bathurst Regional Council as operational land for the purposes of the Local Government Act 1993. Council Reference: JW:CB:2007/0784.

SCHEDULE 2

Description

*Parish – Capertee; County – Roxburgh;
Land District – Rylstone; Shire – Lithgow*

Road Closed: Lot 1 in Deposited Plan 1118229. File No.: OE05 H 166.

Note: On closing, title to the land comprised in Lot 1 remains vest in the Crown as Crown land.

SCHEDULE 3

Description

*Parish – Wolgan; County – Cook;
Land District – Lithgow; Shire – Lithgow*

Road Closed: Lot 1 in Deposited Plan 1124227. File No.: OE05 H 288.

Note: On closing, title to the land comprised in Lot 1 remains vest in the Crown as Crown land.

SCHEDULE 4

Description

*Parish – Shadforth; County – Bathurst;
Land District – Orange; Shire – Orange*

Road Closed: Lot 1 in Deposited Plan 1120798. File No.: OE05 H 154.

Note: On closing, title to the land comprised in Lot 1 remains vest in the Crown as Crown land.

NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

TONY KELLY, M.L.C.,
Minister for Lands

Description

*Parish – Gunningbland; County – Cunningham;
Land District – Parkes; L.G.A – Parkes*

Road Closed: Lot 1 in Deposited Plan 1127691. File No.: 07/2928

Note: On closing, the land within Lot 1, DP 1127691 remains vested in Parkes Shire Council as operational land for the purposes of the Local Government Act 1993. Council Ref: SLR

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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE*Column 1*

Land District: Bathurst
Local Government Area:
Oberon Council
Locality: Oberon
Reserve No. 76515
Public Purpose: Future
public requirements
Notified: 22 January 1954
File Reference: OE06 H 223
Note: Sale to Council

Column 2

The whole being
Lot 10, DP 48069,
Parish Oberon,
County Westmoreland
of an area of 1.619 ha

SCHEDULE*Column 1*

Land District: Parkes
Local Government Area:
Parkes Shire Council
Locality: Gunningbland
Reserve No. 87614
Public Purpose: Future
public requirements
Notified: 9 January 1970
File Reference: OE81 H 289

Column 2

The whole being
Lot 189, DP 752095
Parish Gunningbland,
County Cunningham
of an area of 1.864 ha

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Bathurst	The whole being
Local Government Area: Oberon Shire Council	Lot 1, DP 1074906,
Locality: Oberon	Parish Oberon,
Reserve No. 757068	County Westmoreland
Public Purpose: Future public requirements	Lot 10, DP 48069,
Notified: 29 June 2007	Parish Oberon,
File Reference: OE06 H 246	County Westmoreland
	Lot 9, Sec. 33, DP 758805,
	Parish Oberon,
	County Westmoreland
	of an area of 2.159 ha

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 road hereunder specified is closed and the road ceases to be public road and the rights of passage and access that previously existed in relation to the road are extinguished.

TONY KELLY, M.L.C.,
Minister for Lands

Descriptions

Land District – Picton;
L.G.A. – Wollondilly

Lot 200, DP 1127219 at Douglas Park, Parish Camden (Sheet 1), County Camden. 07/5027

Note: On closing, title for the land in lot 200 remains vested in Wollondilly Shire Council as operational land.

REVOCATION OF A 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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Metropolitan Council: Warringah	Part Reserve 752038
Parish: Manly Cove	being part of
County: Cumberland	Lot 2, DP 1124245
Location: Belrose	
Reserve No.: 752038	
Purpose: Future Public Requirements	
Date of Notification: 29 June 2007	
File No.: MN81 H 1488	

PLAN OF MANAGEMENT FOR LANDS WITHIN THE OPEN SPACE ZONE FORMING PART OF THE COOKS COVE DEVELOPMENT AT ARNCLIFFE, UNDER PART 5 DIVISION 6 OF THE CROWN LANDS ACT 1989 AND CROWN LANDS REGULATION 2006

PURSUANT to Clause 20 of Sydney Regional Environmental Plan No. 33 – Cooks Cove, a draft plan of management has been prepared for lands within the Open Space Zone at Cooks Cove described below and which form part of Cooks Cove at Arncliffe.

The draft plan can be inspected at the Customer Service Centre, Rockdale City Council, 2 Bryant Street, Rockdale, and can be viewed on Council's website <http://www.rockdale.nsw.gov.au>.

The public is invited to make representations on the draft plan. The plan will be on exhibition from Friday 4 July 2008 for a period of 28 days. Submissions will be received up to 1 August 2008 and should be sent to Ian Ferguson, Department of Lands, PO Box 3935, Parramatta NSW 2124 or by email to ian.ferguson@lands.nsw.gov.au

TONY KELLY, M.L.C.,
Minister for Lands

Description of Lands

Land District – Metropolitan; LGA – Rockdale;
Parish – St George; County – Cumberland

Crown Reserves: Lot 230, DP 752056; Lot 234, DP 752056; Lot 231, DP 752056; Lot 232, DP 752056; Lot 233, DP 752056; Lot 6, DP 1050923; Lot 229, DP 752056 being Reserve 62644 for Public Recreation known as Barton Park.

Other "Open Space Zone" Lands: Lot 1, DP 219126; Lot 1, DP 665481; Lot 1, DP 576148; Lots 11 and 12, DP 1069479; Lot 14, DP 213314; Lot 1, DP 108492; Lots 10 and 11, DP 570900; Lot 1, DP 514811; Lots 17, 18, 36 and 37, DP 1069479; Lots 31, 32, 30, 29, 25, 26, 27 and 28, DP 1069479; Lot 11, DP 1050923; Lot 12, DP 570900; Lot 5, DP 1050923; Lot 1, DP 107987.

Location: Arncliffe, New South Wales. File No: 08/0637

ROADS ACT 1993**ORDER**

Transfer of a Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown road specified in Schedule 1 is transferred to the Roads Authority specified in Schedule 2, hereunder, as from the date of publication of this notice and as from that date the road specified in Schedule 1 ceases to be a Crown road.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Land District – Metropolitan;
Local Government Area – Warringah;
Parishes – Manly Cove; County – Cumberland

That part of the Crown Public Road, known as Brooker Avenue, Beacon Hill, being 20.115 metres wide and variable width, commencing from the north eastern corner of Lot 1092, DP 752038 and extending southward to its southern end at the intersection with Oxford Falls Road.

SCHEDULE 2

Roads Authority: Warringah Council. File No.: 08/3788.
Council's Reference: Dominic Varde.

TAMWORTH OFFICE

25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340

Phone: (02) 6764 5100 Fax: (02) 6766 3805

APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

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

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Lands Administration Ministerial Corporation.	Woodsreef Reserve Trust.	Reserve No.: 65783. Public Purpose: Public recreation. Notified: 24 January 1936. Reserve No.: 200001. Public Purpose: Environmental protection. Notified: 25 July 1986. File No.: TH06 R 1.

For a term commencing 4 July 2008.

ROADS ACT 1993**ORDER**

Transfer of Crown Road to Council

IN pursuance of provisions of section 151, Roads Act 1993, The Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public road.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Parish – Saltwater; County – Pottinger;
Land District – Gunnedah;
L.G.A – Warrumbungle Shire Council

Crown public road east of Lot 2 in DP 755519 and Lot 168 in DP 1052683; road east and south of Lot 169 in DP 1052683.

SCHEDULE 2

Roads Authority: Warrumbungle Shire Council. File No.: 08/5627

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

ROADS ACT 1993**ORDER**

Transfer of Crown Road to a Council

IN pursuant of the provisions of section 151, Roads Act 1993, the Crown roads specified in Schedules 1 are transferred to the roads authority specified in Schedule 2 hereunder as from the date of publication of this notice and as from that date the roads specified in Schedules 1 cease to be Crown roads.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE 1

Parish – Wang Wauk; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Taree

Crown public roads being:

Robyn Road between Minimbah West Branch Road and Lot 7024, DP 1030827.

Amber Park Road on western boundary Lot 1, DP 601326 and northern boundary Lots 5 and 6, DP 620327.

SCHEDULE 1

Parish – Tuncurry; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Taree

Crown public roads being:

Aquatic Road between Riverview Road and Lot 7058, DP 1108449.

Beverleys Road on northern boundary Lot 14, DP 570754.

Carefree Road (excluding part on northern boundary Lot 236, DP 753207) between Pacific Highway and 60metres of north eastern boundary Lot 326, DP 48791 from southern boundary Lot 237, DP 753207.

SCHEDULE 1

Parish – Bachelor; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Taree

Crown public road being:

Bachelor Forest Road on western boundary Lots 5 and 6, DP 790358 and within Lot 4, DP 771745.

SCHEDULE 1

Parish – Topi Topi; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Taree

Crown public roads being:

Between western boundary Lot 1, DP 121081 and north east corner Lot 1, DP 804249, Racecourse Road.

Corrigans Lane east and part south Lot 1, DP 1011556 and north Lot 12, DP 815054.

SCHEDULE 1

Parish – Tarean; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Gloucester

Crown public road being:

Baldy Knob Road between The Bucketts Way and south Lot 151, DP 753196 for 19m from south east corner.

SCHEDULE 1

Parish – Myall; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Gloucester

Crown public road being:

Barry's Lane between Markwell Road (north west corner Lot 19, DP 845209) and Markwell Back Road – excluding The Myall River.

SCHEDULE 1

Parish – Booral; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Gloucester

Crown public road being within Lot 2, DP 822687.

SCHEDULE 1

Parish – Bulahdelah; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Gloucester

Crown public road being:

Bombah Point Road between southern corner Lot 172, DP 565968 and northern boundary Lot 113, DP 753154.

SCHEDULE 1

Parish – Willabah; County – Gloucester;
Local Government Area – Great Lakes Council;
Land District – Gloucester

Crown public roads being:

Cabbage Tree Road between Markwell Road and Old Inn Road on part northern boundary Lot 2, DP 558790.

Crawford River Road north and east Lot 10, DP 753215; within and south Lot 1, DP 852897; south Lot 20, DP 753190 excluding Crawford River.

SCHEDULE 1

Parish – Forster; County – Gloucester;
Local Government Area – Great Lakes;
Land District – Taree

Crown public road being:

Part of Carmona Drive on western boundary Lots 1-5, DP 248203 excluding part being Carmona Lane east Lot 5, DP 753168 from south western corner Lot 5, DP 248203; west Lot 1, DP 713933; south Lots 2-7, DP 713933.

SCHEDULE 2

Roads Authority: Great Lakes Council. File No.: TE03 H 191

**REVOCATION OF RESERVATION OF
CROWN LAND**

PURSUANT to section 90 of the Crown Lands Act 1989, the reservations 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.

TONY KELLY, M.L.C.,
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Taree	The part being:
Local Government Area: Great Lakes Council	Lot 1, Sec 24, DP 758278,
Locality: Coolongolook	Parish: Curreeki,
Reserve No: 127	County: Gloucester
Public Purpose: Special Lease	Area: 3237m ²
Notified: 2 February 1883	
File No.: TE80 H 2021	

NOTIFICATION OF CLOSING OF PUBLIC ROAD

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

TONY KELLY, M.L.C.,
Minister for Lands

Description

Land District – Kempsey;

Local Government Area – Kempsey Shire Council

Road closed: Lot 1022, DP 1117819 at Smiths Creek, Parish of Lincoln, County of Macquarie. File No. 07/6123

In accordance with section 44 of the Roads Act 1993, the Crown consents to the land in Lot 1022 being vested in Council as operational land, to be given by the Council as compensation for other land acquired by the Council for the purposes of the Roads Act. Council's Reference: LA8738 (372500).

NOTIFICATION OF CLOSING OF PUBLIC ROAD

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

TONY KELLY, M.L.C.,
Minister for Lands

Description

Land District – Newcastle;

Local Government Area – Great Lakes

Road closed: Lot 1, DP 1078418 at North Arm Cove, Parish of Carrington, County of Gloucester. File No. TE00 H 239

Note: On closing, the land within Lot 1 remains vested in Council as community land for the purposes of the Local Government Act 1993. Council's Reference: Doc 1201386.

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 specified is closed, the road ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

TONY KELLY, M.L.C.,
Minister for Lands

Description

Parish – Mate; County – Selwyn;

Land District – Tumbarumba; Shire – Tumbarumba

Road Closed: Lot 1 in DP 1126657 at Glenroy. File No.: WA06 H 229

Note: On closing, the land within Lot 1 in DP 1126657 remains vested in the State of New South Wales as Crown land.

CORRECTION OF DEFECTIVE INSTRUMENT

IN the *Government Gazette* dated 13 June 2008, Folio 4798, under the heading "Transfer of Crown Road to a Council" please amend Schedule 1 by deleting "variable width" and inserting instead "20.12 wide". 08/2351.

Department of Planning



New South Wales

Marrickville Local Environmental Plan 2001 (Amendment No 35)

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (SRW0000767/PC)

FRANK SARTOR, M.P.,
Minister for Planning

Clause 1 Marrickville Local Environmental Plan 2001 (Amendment No 35)

Marrickville Local Environmental Plan 2001 (Amendment No 35)

under the

Environmental Planning and Assessment Act 1979

1 Name of plan

This plan is *Marrickville Local Environmental Plan 2001 (Amendment No 35)*.

2 Aims of plan

This plan aims:

- (a) to rezone the land to which this plan applies so that the land is no longer reserved for arterial road purposes by the Roads and Traffic Authority, and
- (b) to broaden the range of permissible uses of the land, and
- (c) to promote the economic use of the land.

3 Land to which plan applies

This plan applies to land situated in the local government area of Marrickville, as shown by distinctive colouring, edging and lettering on the map marked “Marrickville Local Environmental Plan 2001 (Amendment No 35)” deposited in the office of Marrickville Council.

4 Amendment of Marrickville Local Environmental Plan 2001

Marrickville Local Environmental Plan 2001 is amended by inserting in appropriate order in the definition of *the map* in Schedule 1 the following words:

Marrickville Local Environmental Plan 2001 (Amendment No 35)



New South Wales

State Environmental Planning Policy No 65—Design Quality of Residential Flat Development (Amendment No 2)

under the

Environmental Planning and Assessment Act 1979

Her Excellency the Governor, with the advice of the Executive Council, has made the following State environmental planning policy under the *Environmental Planning and Assessment Act 1979* in accordance with the recommendation made by the Minister for Planning. (S08/00479/PC)

FRANK SARTOR, M.P.,
Minister for Planning

Clause 1 State Environmental Planning Policy No 65—Design Quality of Residential Flat Development (Amendment No 2)

State Environmental Planning Policy No 65—Design Quality of Residential Flat Development (Amendment No 2)

under the

Environmental Planning and Assessment Act 1979

1 Name of Policy

This Policy is *State Environmental Planning Policy No 65—Design Quality of Residential Flat Development (Amendment No 2)*.

2 Aims of Policy

The aims of this Policy are to amend *State Environmental Planning Policy No 65—Design Quality of Residential Flat Development*:

- (a) to add housing affordability to the social dimensions of design quality Principle 9, and
- (b) to establish ceiling height and apartment area standards that cannot be used as grounds to refuse development consent for residential flat buildings, and
- (c) to make transitional provisions as a consequence of the amendments made by this Policy.

3 Land to which Policy applies

This Policy applies to the land to which *State Environmental Planning Policy No 65—Design Quality of Residential Flat Development* applies.

4 Amendment of State Environmental Planning Policy No 65—Design Quality of Residential Flat Development

State Environmental Planning Policy No 65—Design Quality of Residential Flat Development is amended as set out in Schedule 1.

State Environmental Planning Policy No 65—Design Quality of Residential Flat Development (Amendment No 2)

Amendments

Schedule 1

Schedule 1 Amendments

(Clause 4)

[1] Clause 3 Definitions

Insert in alphabetical order in clause 3 (1):

Residential Flat Design Code means the document titled “*Residential Flat Design Code*”, (a publication of the Department of Planning, September 2002), held in the head office of the Department.

[2] Clause 17 Principle 9: Social dimensions and housing affordability

Insert at the end of the clause:

New developments should address housing affordability by optimising the provision of economic housing choices and providing a mix of housing types to cater for different budgets and housing needs.

[3] Clause 30A

Insert before Part 5:

30A Standards that cannot be used as grounds to refuse development consent for residential flat buildings

- (1) A consent authority must not refuse consent to a development application for the carrying out of residential flat development on any of the following grounds:
 - (a) **ceiling height:** if the proposed ceiling heights for the building are equal to, or greater than, the minimum recommended ceiling heights set out in Part 3 of the *Residential Flat Design Code*,
 - (b) **apartment area:** if the proposed area for each apartment is equal to, or greater than, the recommended internal area and external area for the relevant apartment type set out in Part 3 of the *Residential Flat Design Code*.

Note. The *Building Code of Australia* regulates the minimum ceiling heights for residential flat buildings.

- (2) Nothing in this clause permits the granting of consent to a development application if the consent authority is satisfied that the proposed development does not demonstrate that adequate regard has been given to the design quality principles in Part 2 of this Policy.

Note. The provisions of this clause do not impose any limitations on the grounds on which a consent authority may grant development consent.

State Environmental Planning Policy No 65—Design Quality of Residential
Flat Development (Amendment No 2)

Schedule 1 Amendments

[4] Clause 31 Transitional provisions

Insert after clause 31 (4):

- (5) The provisions of clause 30A do not extend to the determination of a development application for consent to carry out development to which this Policy applies that has been made, but not finally determined, before the date of commencement of *State Environmental Planning Policy No 65—Design Quality of Residential Flat Development (Amendment No 2)*.



New South Wales

Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)— (Amendment No 10)

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (S06/00323)

FRANK SARTOR, M.P.,
Minister for Planning

Clause 1 Warringah Local Environmental Plan 2000 (Classification and
Reclassification of Public Land)—(Amendment No 10)

Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)— (Amendment No 10)

under the

Environmental Planning and Assessment Act 1979

1 Name of plan

This plan is *Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)—(Amendment No 10)*.

2 Aims of plan

This plan aims to reclassify certain public land to which this plan applies from community land to operational land within the meaning of the *Local Government Act 1993*.

3 Land to which plan applies

This plan applies to the following land in the local government area of Warringah:

- (a) part of Lot 35, Section 2, DP 6033, being a drainage reserve adjacent to No 50 Chard Road, Brookvale, as shown edged heavy black on Sheet 8 of the map marked “Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)” deposited in the office of Warringah Council,
- (b) Lot 3, DP 927584, Notting Lane, Cottage Point, as shown edged heavy black on Sheet 11 of that map,
- (c) part of Lot 2, DP 587690, being a drainage reserve, Oaks Avenue, Dee Why, as shown edged heavy black on Sheet 13 of that map,
- (d) Lot 1, DP 776401 (Sturdee Parade) and Lots 8 and 9, Section E, DP 8270 (Pacific Parade), known as the “Kiah Site” at Dee Why, as shown edged heavy black on Sheet 14 of that map,
- (e) part of Lot 1, DP 130467, Bangaroo Street, North Balgowlah, as shown edged heavy black on Sheet 15 of that map,
- (f) part of Lot 21, DP 819277, corner of the Wakehurst Parkway and Dreadnought Road, Oxford Falls, as shown edged heavy black on Sheet 16 of that map.

Warringah Local Environmental Plan 2000 (Classification and
Reclassification of Public Land)—(Amendment No 10)

Clause 4

**4 Amendment of Warringah Local Environmental Plan 2000 (Classification
and Reclassification of Public Land)**

*Warringah Local Environmental Plan 2000 (Classification and
Reclassification of Public Land)* is amended as set out in Schedule 1.

Warringah Local Environmental Plan 2000 (Classification and
Reclassification of Public Land)—(Amendment No 10)

Schedule 1 Amendments

Schedule 1 Amendments

(Clause 4)

[1] Schedule 1 Classification and reclassification of public land as operational land

Insert in Part 1 in alphabetical order of locality in Columns 1 and 2, respectively:

Brookvale

Land adjacent to No 50 Chard Road	Part of Lot 35, Section 2, DP 6033, being a drainage reserve, as shown edged heavy black on Sheet 8 of the map marked “Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)”.	
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Dee Why

Oaks Avenue	Part of Lot 2, DP 587690, being a drainage reserve, as shown edged heavy black on Sheet 13 of the map marked “Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)”.	
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[2] Schedule 1, Part 2

Insert in alphabetical order of locality in Columns 1, 2 and 3, respectively:

Cottage Point

Notting Lane	Lot 3, DP 927584, as shown edged heavy black on Sheet 11 of the map marked “Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)”.	Nil
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North Balgowlah

Bangaroo Street	Part of Lot 1, DP 130467, as shown edged heavy black on Sheet 15 of the map marked “Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)”.	Nil
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Warringah Local Environmental Plan 2000 (Classification and
Reclassification of Public Land)—(Amendment No 10)

Amendments

Schedule 1

Oxford Falls

Wakehurst Parkway and Dreadnought Road	Part of Lot 21, DP 819277, as shown edged heavy black on Sheet 16 of the map marked “Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)”.	Nil
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[3] Schedule 1, Part 2

Insert in alphabetical order of street name under the heading “**Dee Why**” in
Columns 1, 2 and 3, respectively:

Sturdee and Pacific Parades (<i>Kiah Site</i>)	Lot 1, DP 776401 and Lots 8 and 9, Section E, DP 8270, as shown edged heavy black on Sheet 14 of the map marked “Warringah Local Environmental Plan 2000 (Classification and Reclassification of Public Land)”.	Nil
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Department of Primary Industries

ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Equine Influenza Order – Section 28

Revocation of Section 28 Importation Order

I, BRUCE MORGAN CHRISTIE, Chief Veterinary Officer, with the powers the Minister has delegated to me under section 67 of the Exotic Diseases of Animals Act 1991 (“the Act”) pursuant to section 28 of the Act, revoke the order declared under section 22 of the Act titled ‘IMPORTATION ORDER – Section 28’ dated 7 March 2008, and any orders revived as a result of this revocation.

Dated: 1 July 2008.

BRUCE MORGAN CHRISTIE,
Chief Veterinary Office

Note: The Exotic Diseases of Animals Act 1991, has been renamed Animal Diseases (Emergency Outbreaks) Act 1991.

ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Equine Influenza Determination – Section 36(b)

Revocation of Section 36(b) Determination

I, BRUCE MORGAN CHRISTIE, Chief Veterinary Officer, with the powers the Minister has delegated to me under section 67 of the Exotic Diseases of Animals Act 1991 (“the Act”) pursuant to section 28 of the Act, revoke the Order made under section 22 of the Act titled ‘Determination of quarantine period for 50 days for Equine Influenza’ dated 27 August 2007, and any orders revived as a result of this revocation.

Dated: 1 July 2008.

BRUCE MORGAN CHRISTIE,
Chief Veterinary Office

Note: The Exotic Diseases of Animals Act 1991, has been renamed Animal Diseases (Emergency Outbreaks) Act 1991.

ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Equine Influenza Notice – Section 18

Revocation of Section 18 Notice

I, SIMON JOHN CHARLES OLIVER, Inspector, pursuant to section 28 of the Animal Diseases (Emergency Outbreaks) Act 1991 (“the Act”), revoke the Notice made under section 18 of the Act titled ‘Entry and Exit Points to Restricted Areas’ dated 29 August 2007, and any orders revived as a result of this revocation.

Dated: 1 July 2008.

SIMON JOHN CHARLES OLIVER,
Inspector

ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Equine Influenza Authorisation – Section 22

Revocation of Authorisation to Impounding Officer for the Movement of Horses

I, SIMON JOHN CHARLES OLIVER, Inspector, pursuant to section 22 of the Animal Diseases (Emergency Outbreaks) Act 1991 (“the Act”), revoke the Authorisation made pursuant to section 22 of the Act titled ‘Authorisation to impounding officer for the movement of horses’ dated 31 August 2007, and any orders revived as a result of this revocation.

Dated: 1 July 2008.

SIMON JOHN CHARLES OLIVER,
Inspector

ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Equine Influenza Order – Section 22

Revocation of Section 22 Order

I, BRUCE MORGAN CHRISTIE, Chief Veterinary Officer, with the powers the Minister has delegated to me under section 67 of the Exotic Diseases of Animals Act 1991 (“the Act”) pursuant to section 28 of the Act, revoke the Order made under section 22 of the Act titled ‘Control Order – Movement Standstill’ dated 25 August 2007, and any orders revived as a result of this revocation.

Dated: 1 July 2008.

BRUCE MORGAN CHRISTIE,
Chief Veterinary Office

Note: The Exotic Diseases of Animals Act 1991, has been renamed Animal Diseases (Emergency Outbreaks) Act 1991.

ANIMAL DISEASES (EMERGENCY OUTBREAKS) ACT 1991

Equine Influenza Order – Section 22

Control Order – Regulation of Protected Area (White)

I, BRUCE MORGAN CHRISTIE, Chief Veterinary Officer (“CVO”), pursuant to his delegated powers under section 67 of the Act to make the following Control Order, pursuant to section 22 of the Act, hereby:

1. revoke the control orders declared under section 22 of the Act titled “Control Order – Protected Area (White)” dated 28 February 2008 and “Control Order – Protected Area (Green)” and any order revived as a result of this revocation; and
2. regulate the holding of events within the area specified in Schedule 1 in the manner specified in Schedule 2.

SCHEDULE 1

Specified Area

The specified area is the Control Area declared, pursuant to section 21 of the Act, by the Order made by the Chief Veterinary Officer, as the Minister's delegate under section 67 of the Act, on 25 August 2007.

SCHEDULE 2

Events

The holding of an Event is authorised only if:

1. The proposed Event is registered with the Department of Primary Industries at least 72 hours before the start of an Event, by completing an Event Registration Form available at www.dpi.nsw.gov.au/equine-influenza, or the Event organiser receives a written exemption from Event Registration from the Chief Veterinary Officer;
2. The Event organiser must collect:
 - i. The description or unique identifier of each horse;
 - ii. The registered name (or in the absence of a registered name, the pet name) of each horse;
 - iii. Any microchip number or other unique identifier of each horse;
 - iv. The Property Identification Code (PIC) or address where the horse is usually resident; and
 - v. The name address and telephone number of the owner or person usually in charge of the horse.
3. The Event organiser must record the information specified at point 2 for each horse attending the event, and retain that record for six (6) months.
4. The Event Organiser must make this record available, within twelve (12) hours, to an Inspector upon request.

Definitions

In this Control Order:

Control Area means the control area declared, pursuant to section 21 of the Act, by the Order made by the Chief Veterinary Officer, as the Minister's delegate under section 67 of the Act, on 25 August 2007.

Event means any market, fair, sale, parade, race meeting, recreational activity, competition or other gathering of 10 or more horses, or any number of horses from 3 or more properties.

horses means horses, mules, donkeys and other animals in the Equidae family.

This Order commences on and from 1 July 2008.

BRUCE MORGAN CHRISTIE,
Chief Veterinary Officer

(with the powers the Minister has delegated to me under section 67 of the Exotic Diseases of Animals Act 1991)

Dated: 1 July 2008.

Note: The Exotic Diseases of Animals Act 1991 has been renamed Animal Diseases (Emergency Outbreaks) Act 1991.

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Commercial Fishing Environmental Impact Statement (Amendment) Arrangements 2008

1. Name of arrangements
These arrangements are the Commercial Fishing Environmental Impact Statement (Amendment) Arrangements 2008.
2. Commencement of arrangements
These arrangements come into effect on 1 July 2008.
3. Amendments to the Commercial Fishing Environmental Impact Statement Arrangements 2001
The Commercial Fishing Environmental Impact Statement Arrangements 2001 are amended by omitting "\$7.02" wherever occurring in subclauses 5(9)(d)-(f) and inserting instead "\$7.31".

Dated this 30th day of June 2008.

IAN MACDONALD, M.L.C.,
Minister for Primary Industries

FISHERIES MANAGEMENT ACT 1994

Section 76

Instrument of Determination of 2008/2009 Management Charge

I, IAN MACDONALD, M.L.C., Minister for Primary Industries, pursuant to subsections 76(1) and (2) of the Fisheries Management Act 1994 ("the Act"), hereby determine the management charge for the period 1 July 2008 to 30 June 2009, payable by holders of shares in any of the following share management fisheries (as described in Schedule 1 to the Act) in respect of each fishing business the components of which include shares in one or more of the following share management fisheries:

- the estuary general fishery,
- the estuary prawn trawl fishery,
- the ocean hauling fishery,
- the ocean trawl fishery,
- the ocean trap and line fishery,

("the relevant share management fisheries") to be as follows:

1. If a fishing business is comprised of, or includes, shares in one of the relevant share management fisheries only, the amount of the management charge in respect of that fishing business is \$795.
2. If a fishing business is comprised of, or includes, shares in more than one of the relevant share management fisheries, the amount of the management charge in respect of that fishing business is:
 - (a) \$795 for the first relevant share management fishery in which those shares are held, and
 - (b) \$99 for each other relevant share management fishery in which those shares are held.

Dated this 30th day of June 2008.

IAN MACDONALD, M.L.C.,
Minister for Primary Industries

STOCK DISEASES ACT 1923

Notification No. 1812

Footrot Protected and Protected (Control) Areas – Sheep

I, IAN MACDONALD, M.L.C., Minister for Primary Industries, pursuant to sections 3 (2) and 11A of the Stock Diseases Act 1923 (“the Act”):

- (a) revoke Stock Diseases Notification No. 1807 published in the *New South Wales Government Gazette* No. 14, of 8 February 2008, pages 680 - 681, and any Notification revived as a result of this revocation;
- (b) declare the lands described in Schedule A to be protected areas as regards the disease footrot in sheep (those lands are referred to as “Footrot Protected Areas”, and are represented generally on the map titled “NSW Footrot Areas April 2008”);
- (c) declare the lands described in Schedule B to be protected (control) areas as regards the disease footrot in sheep (those lands are referred to as “Footrot Protected (Control) Areas”, and are represented generally on the map titled “NSW Footrot Areas April 2008”);
- (d) prohibit a person from moving sheep into any protected area or protected (control) area referred to in paragraphs (b) and (c), unless:
 - (i) the sheep are moved in accordance with a permit under section 7 (6) of the Act; or
 - (ii) the sheep are moved in accordance with an order under section 8 (1) (b) of the Act; or
 - (iii) all the requirements of section 20C (3) of the Act have been satisfied; or
 - (iv) the sheep are infected with footrot but are being moved to a feedlot that:
 - transports all of its stock directly to slaughter; and
 - has been authorised in writing by the Director-General as a feedlot to which infected stock may be moved; or
 - (v) the sheep are not infected with footrot and one or more of the following conditions are satisfied:
 - the sheep are transported in a vehicle from any protected area referred to in paragraph (b) directly to any other protected area referred to in paragraph (b);
 - the sheep are transported in a vehicle from any protected (control) area referred to in paragraph (c) directly to any other protected (control) area referred to in paragraph (c);
 - the sheep are accompanied by a completed Owner/Vendor Declaration of Footrot Freedom form, as approved by the Deputy Director-General, Agriculture, Biosecurity and Mine Safety (“the declaration”), and that declaration is given to the person to whom the sheep are delivered;

- (e) declare that, unless otherwise specified, in this Notification, a reference to a Rural Lands Protection District includes all land in that District, and a reference to a Division or part of a Division of a Rural Lands Protection District includes all land in that Division or part of a Division, as defined in the Rural Lands Protection Act 1998.

SCHEDULE A

NSW Footrot Protected Areas – Sheep

North East Footrot Protected Area:

The Rural Lands Protection Districts of Casino, Grafton, Kempsey and Tweed/Lismore.

New England Footrot Protected Area:

The Armidale Rural Lands Protection District and Divisions A, B, C, D, I, and J of the Northern New England Rural Lands Protection District.

North West Footrot Protected Area:

The Rural Lands Protection Districts of Moree, Narrabri, Northern Slopes and Tamworth.

Orana Footrot Protected Area:

The Rural Lands Protection Districts of Coonabarabran, Coonamble, Dubbo, Mudgee/Merriwa, Nyngan and Walgett.

Central West Footrot Protected Area:

The Rural Lands Protection Districts of Condobolin, Forbes, Molong, Young and Division A of the Central Tablelands Rural Lands Protection District.

Hunter Footrot Protected Area:

The Rural Lands Protection Districts of Gloucester, Hunter and Maitland.

South East Footrot Protected Area:

The Rural Lands Protection Districts of Bombala, Braidwood, Cooma, Goulburn, Moss Vale, South Coast and Yass.

Riverina Footrot Protected Area:

The Rural Lands Protection Districts of Hay, Hume, Riverina, Narrandera, Murray and Wagga Wagga, and Division A, and the parts of Divisions C and D that are within the Kosciuszko National Park, of the Gundagai Rural Lands Protection District.

Western Division Footrot Protected Area:

The Rural Lands Protection Districts of Balranald, Bourke, Brewarrina, Broken Hill, Cobar, Hillston, Milparinka, Wanaaring, Wentworth and Wilcannia.

SCHEDULE B

NSW Footrot Protected (Control) Areas – Sheep

New England Footrot Protected (Control) Area:

Divisions E, F, G and H of the Northern New England Rural Lands Protection District.

Central West Footrot Protected (Control) Area:

Divisions B, C, D, E, F, G and H of the Central Tablelands Rural Lands Protection District.

Riverina Footrot Protected (Control) Area:

Division B, and the parts of Divisions C and D that are not within the Kosciusko National Park, of the Gundagai Rural Lands Protection District.

Notes:

It is an offence under section 20H (1) (a) of the Act to contravene a provision of this Notification.

Maximum penalty for such an offence is \$11,000.

A Protected (Control) Area is an area with a moderate prevalence of a disease (section 11A (1A) of the Act). This is different to a Protected area, where there is a lower prevalence of a disease (section 11A (1B) of the Act).

A map of the Protected Areas and the Protected (Control) Areas with respect to footrot in sheep and goats is published on the NSW Department of Primary Industries internet website at <http://www.dpi.nsw.gov.au/agriculture/livestock/sheep/health/footrot/map>.

A person who receives a completed Owner/Vendor Declaration of Footrot Freedom form is advised to retain it as evidence of compliance with this Notification.

Notification No. 1812 is the NSW Department of Primary Industries' reference.

For further information, contact the NSW Department of Primary Industries on (02) 6391 3248.

Dated this 19th day of June 2008.

IAN MACDONALD, M.L.C.,
Minister for Primary Industries

MINE HEALTH AND SAFETY ACT 2004

Metalliferous Mines and Extractive Industries Competence Board
Appointment of Chairperson

I, IAN MACDONALD, M.L.C., Minister for Mineral Resources, appoint Peter Laurence BLACK as Chairperson to the Metalliferous Mines and Extractive Industries Competence Board pursuant to s114(1)(a) of the Mine Health and Safety Act 2004, effective 1 September 2008 for a term expiring 30 June 2010.

Dated this 21st day of February 2008.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

OCCUPATIONAL HEALTH AND SAFETY ACT 2000

Appointment of Inspectors under Section 47A

I, LINDSAY GILLIGAN, Acting Deputy Director-General Mineral Resources of the NSW Department of Primary Industries, pursuant to section 47A of the Occupational Health and Safety Act 2000 ("the Act"), hereby appoint the person listed in Column A of the Schedule below as an Inspector under the Act subject to the limitation described in Column B, from the date of appointment.

"Function" includes duty or power.

SCHEDULE

Column A Name of Person	Column B Limitation of Appointment (functions outside Inspector's powers)
Radomir BABIC.	Functions of an Inspector under section 32B, and Division 2 and Division 3 of Part 6 and section 106 and section 108 of the Act.

Dated this 26th day of June 2008.

LINDSAY GILLIGAN,
A/Deputy Director-General,
Mineral Resources,
Department of Primary Industries

MINERAL RESOURCES

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T08-0118)

No. 3512, HONEYSUCKLE HOTEL PTY LIMITED (ACN 104 403 410), area of 13 units, for Group 2, dated 25 June, 2008. (Cobar Mining Division).

(T08-0119)

No. 3513, PLATSEARCH NL (ACN 003 254 395), area of 36 units, for Group 1, dated 26 June, 2008. (Broken Hill Mining Division).

(T08-0120)

No. 3514, PLATSEARCH NL (ACN 003 254 395), area of 85 units, for Group 1, dated 30 June, 2008. (Broken Hill Mining Division).

MINING LEASE APPLICATION

(08-4530)

No. 321, NAMOI MINING PTY. LTD. (ACN 071 158 373), area of about 233.4 hectares, to mine for coal, dated 26 June, 2008. (Armidale Mining Division).

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

NOTICE is given that the following applications have been granted:

EXPLORATION LICENCE APPLICATIONS

(07-377)

No. 3274, now Exploration Licence No. 7161, BEMAX RESOURCES LIMITED (ACN 009 247 858), Counties of Manara, Perry and Wentworth, Map Sheets (7430, 7431, 7531, 7532, 7631, 7632), area of 651 units, for Group 10, dated 23 June, 2008, for a term until 23 June, 2010.

(07-488)

No. 3348, now Exploration Licence No. 7152, ILUKA RESOURCES LIMITED (ACN 008 675 018), Counties of Livingstone, Perry and Windeyer, Map Sheets (7331, 7332, 7431, 7432, 7531, 7532), area of 1374 units, for Group 10, dated 18 June, 2008, for a term until 18 June, 2010.

(07-489)

No. 3349, now Exploration Licence No. 7153, ILUKA RESOURCES LIMITED (ACN 008 675 018), Counties of Kilfera and Manara, Map Sheets (7630, 7631, 7632), area of 701 units, for Group 10, dated 18 June, 2008, for a term until 18 June, 2010.

(07-504)

No. 3364, now Exploration Licence No. 7146, GRADIENT ENERGY LIMITED (ACN 128 437 507), Counties of Richmond and Rous, Map Sheets (9539, 9540), area of 646 units, for Group 8, dated 28 May, 2008, for a term until 28 May, 2012.

(07-510)

No. 3370, now Exploration Licence No. 7162, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), County of Yancowinna, Map Sheet (7133), area of 26 units, for Group 1, dated 23 June, 2008, for a term until 23 June, 2010.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

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

(08-5090)

Authorisation No. 287, ANGLO COAL (BYLONG) PTY LTD (ACN 075 361 769), area of 6588 hectares. Application for renewal received 26 June, 2008.

(08-5066)

Authorisation No. 312, ENDEAVOUR COAL PTY LTD (ACN 099 830 476), area of 29.66 square kilometres. Application for renewal received 26 June, 2008.

(08-5091)

Authorisation No. 342, ANGLO COAL (BYLONG) PTY LTD (ACN 075 361 769), area of 3700 hectares. Application for renewal received 26 June, 2008.

(08-5068)

Authorisation No. 395, ENDEAVOUR COAL PTY LTD (ACN 099 830 476), area of 572 hectares. Application for renewal received 26 June, 2008.

(01-219)

Exploration Licence No. 5971, ILUKA RESOURCES LIMITED (ACN 008 675 018), area of 11 units. Application for renewal received 27 June, 2008.

(04-25)

Exploration Licence No. 6276, ROCKWELL RESOURCES PTY LIMITED (ACN 107 798 998), area of 17 units. Application for renewal received 30 June, 2008.

(06-0110)

Exploration Licence No. 6607, METALLURGICAL REFINING & DEVELOPMENT PTY LTD (ACN 009 756 414), area of 100 units. Application for renewal received 25 June, 2008.

(07-80)

Exploration Licence No. 6831, SULTAN CORPORATION LIMITED (ACN 061 219 985), area of 48 units. Application for renewal received 26 June, 2008.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(01-132)

Exploration Licence No. 5909, SOMERSET MINING PTY LTD (ACN 003 430 215), Counties of Forbes and Monteagle, Map Sheet (8630), area of 2 units, for a further term until 26 November, 2009. Renewal effective on and from 26 June, 2008.

(04-50)

Exploration Licence No. 6169, WILPINJONG COAL PTY LTD (ACN 104 594 694), County of Phillip, Map Sheet (8833), area of 1436 hectares, for a further term until 28 November, 2012. Renewal effective on and from 26 June, 2008.

(05-252)

Exploration Licence No. 6483, BIACIL HOLDINGS PTY LTD (ACN 114 218 549), Counties of Hardinge and Sandon, Map Sheets (9136, 9137), area of 100 units, for a further term until 20 November, 2009. Renewal effective on and from 24 June, 2008.

(07-1489)

Coal Lease No. 378 (Act 1973), CUMNOCK NO.1 COLLIERY PTY LIMITED (ACN 051 932 122), Parish of Liddell, County of Durham; and Parish of Ravensworth, County of Durham, Map Sheets (9033-2-S, 9133-3-S), area of 1188 hectares, for a further term until 10 March, 2027. Renewal effective on and from 20 June, 2008.

(06-7742)

Mining Lease No. 1178 (Act 1973), ADE ENVIRONMENTAL PTY LTD (ACN 111 779 232), Parish of North Barraba, County of Darling, Map Sheet (9037-3-N), area of 10.8 hectares, for a further term until 10 December, 2028. Renewal effective on and from 20 June, 2008.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

CANCELLATION OF AUTHORITIES AT REQUEST OF HOLDERS

NOTICE is given that the following authorities have been cancelled:

(05-200)

Exploration Licence No. 6509, AUZEX RESOURCES LIMITED (ACN 106 444 606), County of Hardinge, Map Sheet (9137), area of 23 units. Cancellation took effect on 1 July, 2008.

(06-143)

Exploration Licence No. 6610, AUZEX RESOURCES LIMITED (ACN 106 444 606), County of Clarke and County of Gough, Map Sheets (9237, 9238), area of 12 units. Cancellation took effect on 1 July, 2008.

(07-162)

Exploration Licence No. 6814, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), County of Yungnulgra, Map Sheets (7436, 7437), area of 74 units. Cancellation took effect on 24 June, 2008.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

PART CANCELLATION

NOTICE is given that the following authority has been cancelled in part:

(03-405)

Consolidated Coal Lease No. 706 (Act 1973), LAKECOAL PTY LTD (ACN 094 084 787) AND CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680), Parish of Wallarah, County of Northumberland, Map Sheet (9231-4-S).

Description of area cancelled:

An area of 11 hectares. For further information contact Titles Branch.

Part cancellation took effect on 20 June, 2008.

The authority now embraces an area of 829 hectares.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

TRANSFER

(04-18)

Exploration Licence No. 6246, formerly held by GIRALIA RESOURCES NL (ACN 009 218 204) has been transferred to CARPENTARIA EXPLORATION LIMITED (ACN 095 117 981). The transfer was registered on 26 June, 2008.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

PETROLEUM (ONSHORE) ACT 1991

Notice of Moratorium

Tamworth

(06-6507)

I, Ian Macdonald, MLC Minister for Mineral Resources, pursuant to Section 9 (1) of the Petroleum (Onshore) Act 1991, hereby designate that petroleum titles will not be granted in respect of the lands defined by the 158 graticular blocks set out in the Schedule hereto.

The moratorium, operative from the date of gazettal, shall remain in force until 4 July 2009.

SCHEDULE

Armidale 1:1,000,000 sheet:

Blocks:

2026-2032, 2098-2104, 2164, 2170-2176, 2236, 2242-2248, 2314-2320, 2386-2392, 2458-2464, 2527-2536, 2599-2608, 2672-2680, 2744-2752, 2816-2824, 2888-2896, 2961-2968, 3034-3040, 3106-3112, 3179-3184, 3251-3256, 3326-3328 and 3398-3400.

Sydney 1:1,000,000 sheet:

Blocks:

14, 15, 16, 86, 87, 88, 158, 159, 160, 231 and 232.

IAN MACDONALD, M.L.C.,
Minister for Mineral Resources

Roads and Traffic Authority

ROADS ACT 1993

Order -Sections 46, 49, 54 and 67

Goulburn Mulwaree Council area

Declaration as a Controlled Access Road of part of the
Hume Highway at Towrang

I, the Minister for Roads, pursuant to Sections 46, 49, 54 and 67 of the Roads Act, 1993, by this order -

1. dedicate as public road the land described in Schedule 1 under;
2. declare to be a main road the said public road described in Schedule 1 and the public road described in Schedule 2 under;
3. declare to be a controlled access road the said main road described in Schedules 1 and 2;
4. declare that access to the said controlled access road is restricted; and
5. specify in Schedule 3 under, the points along the controlled access road at which access may be gained to or from other public roads.

**HON ERIC ROOZENDAAL MLC
MINISTER FOR ROADS**

SCHEDULE 1

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

Lots 3 to 7 inclusive Deposited Plan 1089760.

The above Lots comprise the whole of the land in the correspondingly numbered Certificates of Title and are all shown in RTA Plan 0002 185 AC 4008.

SCHEDULE 2

ALL those pieces or parcels of public road situated in the Goulburn Mulwaree Council area, Parishes of Towrang and Nattery and County of Argyle shown as:

Lots 8 and 9 Deposited Plan 1089760.

The above Lots are all shown in RTA Plan 0002 185 AC 4008.

SCHEDULE 3

Between the points R and S; and

between the points T and U, all shown on RTA Plan 0002 185 AC 4008.

(RTA Papers 2/297.1177 Pt 3)

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition and Dedication as
Public Road of Land at Dubbo in the Dubbo City Council
area

The Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993 and further dedicates the land as public road under Section 10 of the Roads Act 1993.

T D Craig
Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

SCHEDULE

ALL those pieces or parcels of land situated in the Dubbo City Council area, Parish of Dubbo and County of Gordon, shown as:

Lot 6 Deposited Plan 1114367, being part of the land in Certificate of Title 7014/1019846 and said to be in the possession of the Crown (registered proprietor) and Dubbo City Council (trustee);

Lot 7 Deposited Plan 1114367, being part of the land in Certificate of Title 211/753233 and part of the land in Auto Consol 11990-72 and said to be in the possession of Dubbo City Council; and

Lot 8 Deposited Plan 1114367, being part of the land in Certificate of Title 2/710474 and said to be in the possession of Dubbo City Council.

ALSO ALL those pieces or parcels of land situated in the Dubbo City Council area, Parish of Dubbo and County of Lincoln, shown as:

Lot 9 Deposited Plan 1114367, being part of the land in Certificate of Title 7021/1020035 and said to be in the possession of the Crown (registered proprietor) and Dubbo City Council (trustee); and

Lot 10 Deposited Plan 1114367, being part of the land in Deed of Conveyance No 268 Book 267 and said to be in the possession of Dubbo City Council.

(RTA Papers: FPP 8M2274)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at Seaforth, Fairlight and Manly in the Manly Council area

THE Roads and Traffic Authority of New South Wales, by its delegate, dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig
Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

—————
SCHEDULE

ALL those pieces or parcels of land situated in the Manly Council area, Parish of Manly Cove and County of Cumberland, shown as:

Description	Title Particulars
The area of 5 perches shown on RTA Plan 0397.279.SS.0147 being part of Lot 3 Section 2, DP 13750 and being also the whole of the land in Transfer H171128	C.T. Vol. 5745 Fol. 219
Lot 1 DP 443962	C.T. Vol. 7092 Fol. 48
Lot 11 DP 1014484	Folio Identifier. 11 / 1014484
The area of 1 perch shown on RTA Plan 2025 279 SS 0006 being part of Lot 2, Section H, DP 3212 and being also the whole of land in Transfer F856292	C.T. Vol. 3532 Fol. 138
Lot 2 DP 393506	C.T. Vol. 3184 Fol. 222
Lot 1 DP 393506	C.T. Vol. 2987 Fol. 151
The area of ½ perch shown on DP 376712	C.T. Vol. 2981 Fol. 180
Lot 1 DP 372364	C.T. Vol. 4653 Fol. 196
Lot 1 DP 208415	C.T. Vol. 4952 Fol. 75
Lot 1 DP 179978	C.T. Vol. 4343 Fol. 133
Lot 2 DP 179978	
Lot 3 DP 179978	
Lot 4 DP 179978	
Lot 5 DP 179978	
Lot 6 DP 179978	Conveyance No. 583 Bk. 1492
Lot 7 DP 230968	C.T. Vol. 5805 Fol. 141
Lot 8 DP 230968	Conveyance No. 264 Bk. 2915
Lot 1 DP 430030	C.T. Vol. 2438 Fol. 215
The whole of the land comprised within Conveyance No 595 Book 1879	Conveyance No. 595 Bk. 1879
That part of Lot 21 DP 14521 excluding the area of 18 perches shown on DP 432207	C.T. Vol. 4151 Fol. 135
The area of 60 square feet shown on DP 345417	C.T. Vol. 2048 Fol. 114
The area of 1 ¼ perches shown on RTA Plan 0159.279.SS.0127, being part of Lots 5 and 6 DP 5219 and being also the whole of the land in Transfer H35086	C.T. Vol. 6737 Fol. 132
That part of Lot 4 DP 5219 excluding Lot 1 DP829823 and also excluding the land resumed and dedicated public road by Government Gazette of 3 June 1914 (as shown on plan R11843 1603)	C.T. Vol. 2483 Fol. 32
That part of Lot 3 DP 5219 excluding Lot 1 DP 829823 and also excluding the land resumed and dedicated public road by Government Gazette of 3 June 1914 (as shown on plan R11843 1603)	C.T. Vol. 2851 Fol. 213
Lot 1 DP 400219	Folio Identifier 1/400219
Lot C DP 346202	C.T. Vol. 2492 Fol. 143
Lot 1 DP 347117	C.T. Vol. 1899 Fol. 123
Lot 1 DP 347316	C.T. Vol. 2797 Fol. 101
Lot 1 DP 345632	C.T. Vol. 2797 Fol. 146
Lot 2 DP 224317	C.T. Vol. 3800 Fol. 208
Lot 2 DP 545734	C.T. Vol. 4703 Fol. 247

(RTA Papers: FPP 8M117; RO 279.12061)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at Thompsons Corner, West Pennant Hills and Castle Hill
in the Baulkham Hills Shire Council area

THE Roads and Traffic Authority of New South Wales, by its delegate, dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig
Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

 SCHEDULE

ALL those pieces or parcels of land situated in the Baulkham Hills Shire Council area, Parishes of South Colah and Field of Mars, County of Cumberland, shown as:

<u>Description</u>	<u>Title Reference</u>
Lot 1 Deposited Plan 336098	C.T. Volume 4639 Folio 220; and C.T. Volume 4639 Folio 221
Lot 1 Deposited Plan 337266	C.T. Volume 4467 Folio 222
Lot 1 Deposited Plan 398699	C.T. Volume 6215 Folio 7
The area of 33 square feet shown on Deposited Plan 407392	C.T. Volume 5718 Folio 134
The area of 1 perch shown on Deposited Plan 407616	C.T. Volume 5230 Folio 120
Lot 5 Deposited Plan 545150	C.T. Volume 11496 Folio 223
Lot 6 Deposited Plan 545150	C.T. Volume 10759 Folio 74
Lot 7 Deposited Plan 545150	C.T. Volume 10759 Folio 75
Lot 15 Deposited Plan 807905	Folio Identifier 15 / 807905
Lot 16 Deposited Plan 807905	Folio Identifier 16 / 807905
Lot 17 Deposited Plan 807905	Folio Identifier 17 / 807905
Lot 18 Deposited Plan 807905	Folio Identifier 18 / 807905
Lot 19 Deposited Plan 807905	Folio Identifier 19 / 807905
The area of ¼ perch shown on RTA Plan No. 0156 031 SS 0113	C.T. Volume 8436 Folio 128
Lot 1 Deposited Plan 573581	C.T. Volume 4645 Folio 98
Lot 2 Deposited Plan 573581	Folio Identifier 2 / 573581
Lot 12 Deposited Plan 877768	Folio Identifier 12 / 877768
Lot 13 Deposited Plan 877768	Folio Identifier 13 / 877768
Lot 2 Deposited Plan 1008769	Folio Identifier 2 / 1008769
Lot 12 Deposited Plan 1014321	Folio Identifier 12 / 1014321
Lot 13 Deposited Plan 1014321	Folio Identifier 13 / 1014321

(RTA Papers: FPP 201.1563; RO 201.1563)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at West Pennant Hills, Castle Hill and Cherrybrook
in the Hornsby Shire Council area

THE Roads and Traffic Authority of New South Wales, by its delegate, dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig
Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

SCHEDULE

ALL those pieces or parcels of land situated in the Hornsby Shire Council area, Parishes of South Colah and Field of Mars, County of Cumberland, shown as:

Description	Title Reference
Lot 2 Deposited Plan 545137	C.T. Volume 6543 Folio 44
Lot 3 Deposited Plan 545137	C.T. Volume 8318 Folio 17
Lot 4 Deposited Plan 545137	C.T. Volume 8149 Folio 62
Lot 5 Deposited Plan 545137	C.T. Volume 6299 Folio 131
Lot 6 Deposited Plan 545137	C.T. Volume 6299 Folio 135
Lot 10 Deposited Plan 561729	C.T. Volume 6299 Folio 135
Lot 2 Deposited Plan 858789	Folio Identifier 2 / 858789
The area of 2 roods, 21 $\frac{3}{4}$ perches shown on Deposited Plan 435673	C.T. Volume 4937 Folio 199; and C.T. Volume 4937 Folio 200
Lot 17 Deposited Plan 813901	Folio Identifier 17 / 813901
Lot 860 Deposited Plan 842324	Folio Identifier 860 / 842324
Lot 103 Deposited Plan 850797	Folio Identifier 103 / 850797
Lot 603 Deposited Plan 851035	Folio Identifier 603 / 851035
The area of 1 $\frac{3}{4}$ perches shown on RTA Plan No. 0156 201 SS 0112	C.T. Volume 6471 Folio 73

(RTA Papers: FPP 201.1563; RO 201.1563)

ROAD TRANSPORT (GENERAL) ACT 2005

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

WARREN SHIRE 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 Road Trains and B-Doubles may be used.

ASHLEY WIELINGA,
General Manager,
Warren Shire Council
(by delegation from the Minister for Roads)
Dated: 30 April 2008

SCHEDULE**1. Citation**

This Notice may be cited as the Warren Shire Council Road Train Repeal Notice No. 1/2008.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Amendment

The General Notice for the Operation of Road Trains 2005 is amended by omitting the following from that Notice:

<i>Type</i>	<i>Road</i>	<i>Starting point</i>	<i>Finishing point</i>
RT	SR 43 Armatree Rd	Intersection Pine Clump Soldiers Settlers Rd	Warren/Gilgandra Shire boundary
RT	Banks St Warren	Cook St	Bruce St
RT	SR 27 Bealbah – Bullagreen Rd	MR 202 Warren – Quambone Rd	MR 7515 Warren – Coonamble Rd
RT	SR 29 Belah View	SR 27 Bealbah-Bullagreen Rd	End of road
RT	Bloomfied Ave Warren	Thomas Sullivan Crescent	Entire length
RT	SR 58 Bogan Rd	SH 7 Mitchell Hwy	SR 60 Nyngan – Dandaloo Rd
RT	SR 9 Booka Rd	MR 424 Coolabah - Quambone	MR 7516 Carinda – Brewarrina Rd
RT	Bruce St Warren	Zora St Warren	Banks St Warren
RT	SR 68 Bundemar Rd	SH 11 Oxley Highway	Warren – Narromine Shire boundary
RT	65 Canonba Rd	SR 91 Industrial Access Rd	Warren/Bogan Shire boundary
RT	MR 7516 Carinda- Brewarrina Rd	Intersection with Brewon turnoff	Billybingbone Bridge
RT	SR 33 Castlebar Lane	SH 11 Oxley Hwy	SR 68 Bundemar Rd
RT	SR 54 Cathundral- Bogan Rd	SH 7 Mitchell Hwy	Warren/Narromine Shire boundary
RT	SR 50 Christies Lane	SR 43 Armatree Rd	Warren/Coonamble Shire boundary
RT	SR 44 Coburg/Charlieville Rd	MR 202 Warren – Quambone	End of road Charlieville Gate
RT	Colley Place, Warren	Thomas Sullivan Crescent	Entire length
RT	SR 37 Collie Rd	MR 347 Collie – Trangie Rd	Warren/Gilgandra Shire Boundary
RT	SR 35 Collie-Bourbah Rd	Village of Collie	Warren/Gilgandra Shire Boundary
RT	Cook St, Warren	Zora St, Warren	Mabel St
RT	RR 424 Coolabah-Quambone	Intersection of SR 98 Nyngan-Mundadoo	MR 333 Warren – Carinda Rd
RT	SR 87 Cremorne Rd	SR 58 Nevertire – Bogan Rd	End of road at Channel
RT	SR 25 Cullemburrawang Rd	MR 7515 Warren - Coonamble	MR 202 Warren - Quambone
RT	SR 41 Dicks Camp Cemetery Rd	SH 11 Oxley Hwy	End of Dicks Camp House

<i>Type</i>	<i>Road</i>	<i>Starting point</i>	<i>Finishing point</i>
RT	SR 26 Drungalear Rd	MR 202 Warren – Quambone Rd	End of road Drungalear
RT	SR 21 Duffity Rd	SR 23 Mt Harris – Gradgery Lane	End of road Bibberjibbery Gate
RT	SR 69 Eenaweena – Mullengudgery Rd	SH 7 Mitchell Hwy	End of Hortons Ramp
RT	SR 64 Ellengerah Rd	Warren	Warren/Narromine shire boundary
RT	SR 86 Ellerslie Rd	SR 27 Bealbah – Bullagreen Rd	End of road Ellerslie Gate
RT	SR 61 Elsinore Rd	SH 7 Mitchell Hwy	End of road Zanzibar Gate
RT	SR 45 Emby West Rd	Warren/Coonamble Shire boundary	End of road Emby West Gate
RT	SR 36 Gibson Way	MR 333 Warren – Carinda Rd	Warren/Coonamble Shire boundary
RT	SR 22 Gillendoon – Mt Harris Rd	SH 11 Oxley Hwy	End of road Gillendoon House
RT	SR 79 Greentree Rd	SR 35 Collie – Bourbah Rd	End of road Freeths Ramp
RT	SR 32 Gunnegaldra Rd	SR 91 Industrial Access Rd	End of road Gunnegaldra ramp
RT	SR 95 Gunningba Rd	SR 65 Canonba Road	End of road Gunningbar West
RT	SR 24 Hatton Lane	MR 202 Warren – Quambone	End of road Clontarf Gate
RT	SR 63 Heatherbrae Rd	SR 58 Nevertire – Bogan Rd	End of road Rosedale Ramp
RT	SR 5 Illabunda Rd	Lemongrove Rd	Warren/Bogan shire boundary
RT	SR 91 Industrial Access Rd	SR 11 Oxley Hwy South of Warren	SH 11 Oxley Hwy North of Warren
RT	SR 90 Inglewood Rd	SR 35 Collie-Bourbah Rd	Warren/Gilgandra Shire boundary
RT	SR 10 Killaloo Lane	MR 424 Coolabah – Quambone	End of road Killaloo Ramp
RT	SR 17 Lamphs Rd	MR 333 Warren – Carinda Rd	End of road Lamphs ramp
RT	SR 94 Lauriston Rd	MR 202 Warren – Quambone	End of road Lauriston
RT	SR 89 Leeches Creek Rd	SR 38 Yungundi Rd	Warren/Gilgandra shire boundary
RT	SR 12 Lemongrove Rd	MR 333 Warren – Carinda	MR 424 Coolabah – Quambone
RT	Mabel Street	Stafford St	Cook St
RT	SR 40 Merrigal – Gular Rd	Intersection with SR 75 Pine Clump Soldiers Rd & SR 43 Armatree Rd	Warren/Gilgandra Shire boundary
RT	SR 23 Mt Harris-Gradgery	SR 81 Mt Harris - Kiameron	MR 202 Warren – Quambone
RT	SR 81 Mt Harris – Kiameron Rd	MR 333 Warren – Carinda	End of road Kiameron Ramp
RT	SR 62 Mulla Rd	SH 7 Mitchell Hwy	Warren/Bogan Shire boundary
RT	SR 20 Nellievale Rd	MR 333 Warren – Carinda	End of road Nellievale Gate
RT	SR 60 Nyngan – Dandaloo Rd	Warren/Bogan shire boundary	Warren/Narromine Shire boundary
RT	SR 98 Nyngan – Mundadoo Rd	MR 424 Coolabah – Quambone Rd	Warren/Bogan Shire boundary
RT	SR 51 Oakley Rd	SH 11 Oxley Hwy	SR 34 Pleasant View Lane
RT	SR 1 Oxley Rd	MR 333 Warren – Carinda	Oxley Bridge
RT	SR 31 Pigeonbah Rd	MR 7515 Warren – Coonamble	End of road at Old Bundilla
RT	SR 75 Pine Clump Soldiers Rd	MR 7515 Warren – Coonamble	SR 40 Merrigal – Gular
RT	SR 3 Pine Ridge – Canonba Rd	MR 333 Warren – Carinda	Warren/Bogan shire boundary
RT	SR 34 Pleasant View Lane	SR 35 Collie – Bourbah Rd	End of road
RT	SR 88 Quigley/Carroll Rd	SR 54 Cathundral – Bogan Gate Rd	End of road Muntham Gate

<i>Type</i>	<i>Road</i>	<i>Starting point</i>	<i>Finishing point</i>
RT	SR 99 Radnedge Rd	SH 11 Oxley Hwy	End of road
RT	Railway Pde, Warren	MR 333 Warren – Carinda	Silo Rd, Warren
RT	SR 83 Rifle Range Rd	SH 11 Oxley hwy	SR 64 Ellengerah Rd
RT	SR 28 Rothsay Rd	MR 202 Warren – Quambone	“Nangheri” property
RT	Silo Row, Warren	Railway Parade, Warren	SR 91 Industrial Access Rd
RT	SR 72 Snakes Lane	SR 66 Wambianna Rd	End of road Ewenmar Gate
RT	Stafford St, Warren	Zora St	Mabel St
RT	SR 4 Sullivans Rd	SR 98 Nyngan - Mundadoo Rd	End of road Yamba Gate
RT	SR 7 Sunshine Rd	Coonamble St, Collie	Warren/Gilgandra Shire boundary
RT	SR 56 Tabratong Lane	SR 58 Bogan Rd	SR 60 Nyngan – Dandaloo Rd
RT	Thomas Sullivan Crescent, Warren	Silo Row, Warren	Silo Row, Warren
RT	SR 53 Thornton Rd	SR 59 Tottenham Rd	SR 54 Cathundral – Bogan Rd
RT	SR 59 Tottenham Rd	SR 58 Nevertire – Bogan Rd	Warren/ Lachlan Shire boundary at Bogan River
RT	SR 73 Udora Rd	Coonamble Rd, Warren	Entire length
RT	SR 66 Wambianna Rd	Milson St, Warren	Warren/Narromine Shire boundary
RT	MR 7515 Warren – Coonamble Rd	MR 202 Warren - Quambone	Warren/Coonamble Shire boundary
RT	SR 46 Widgereed Rd	SR 54 Cathundral – Bogan Rd	Warren/Narromine Shire boundary
RT	SR 30 Wonbobbie Rd	SH 11 Oxley Hwy	MR 7515 Warren – Coonamble
RT	SR 93 Yarrandale Rd	MR 202 Warren – Quambone	5.2km from Warren – Quambone Rd
RT	SR 38 Yungundi Rd	Collie Rd	Gilgandra / Warren Shire boundary
RT	Zora St, Warren	SH 11 Oxley Hwy	Stafford St, Warren
RT	RR 202 Warren - Quambone Rd	SH 11 Oxley Hwy	Warren/Coonamble Shire boundary
RT	RR 333 Warren – Carinda Rd	115 Dubbo St, Warren	Warren/Walgett Shire boundary
RT	RR 347 Collie – Trangie	SH 11 Oxley Hwy	Warren/Narromine Shire boundary
RT	SH 11 Oxley Hwy	SH 7 Mitchell Hwy	Warren/Gilgandra Shire boundary
RT	SH 7 Mitchell Hwy	Warren/Narromine Shire Boundary	Warren/Bogan Shire boundary

ROAD TRANSPORT (GENERAL) ACT 2005

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

WARREN 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.

ASHLEY WIELINGA,
General Manager,
Warren Shire Council
(by delegation from the Minister for Roads)
Dated: 30 April 2008.

SCHEDULE**1. Citation**

This Notice may be cited as Warren Shire Council Road Train Vehicle Route Notice No. 1/2008.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 30 April 2011 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 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

5. Routes

<i>Type</i>	<i>Road No.</i>	<i>Road</i>	<i>Starting point</i>	<i>Finishing point</i>
RT	SR 43	Armatree Rd, Warren Shire	Intersection SR 75 Pine Clump Soldiers Rd	Warren/Gilgandra Shire boundary
RT	SR 49	Arthur Butler Drive	SH 11 Oxley Hwy	Namoi Cotton Storage entrance
RT		Banks St, Warren	Cook St Warren	Bruce St Warren
RT	SR 27	Bullagreen Rd, Warren Shire	RR 202 Marthaguy Rd	RR 7515 Warren Rd
RT	SR 29	Belah View, Warren Shire	SR 27 Bullagreen Rd	End of road
RT		Bloomfied Ave, Warren	Thomas Sullivan Crescent Warren	Entire length
RT	SR 58	Nevertire - Bogan Rd, Warren Shire	SH 7 Mitchell Hwy	SR 60 Dandaloo Rd
RT	SR 9	Booka Rd, Warren Shire	RR 424 Marra Rd	RR 7516 Billybingbone Rd
RT		Bruce St, Warren	Zora St Warren	Banks St Warren
RT	SR 68	Bundemar Rd, Warren Shire	SH 11 Oxley Highway	Warren – Narromine Shire boundary
RT	SR 65	Old Warren Rd, Warren Shire	SR 91 Industrial Access Rd	Warren/Bogan Shire boundary
RT	RR 7516	Billybingbone Rd, Warren Shire	Intersection with Brewon turnoff	Billybingbone Bridge
RT	SR 33	Castlebar Lane, Warren Shire	SH 11 Oxley Hwy	SR 68 Bundemar Rd
RT	SR 54	Cathundral- Bogan Rd, Warren Shire	SH 7 Mitchell Hwy	Warren/Narromine Shire boundary
RT	SR 50	Christies Lane, Warren Shire	SR 43 Armatree Rd	Warren/Coonamble Shire boundary
RT	SR 44	Charliewille Rd, Warren Shire	RR 202 Marthaguy Rd	End of road Charliewille Gate
RT		Colley Place, Warren	Thomas Sullivan Crescent	Entire length

<i>Type</i>	<i>Road No.</i>	<i>Road</i>	<i>Starting point</i>	<i>Finishing point</i>
RT	SR 37	Collie Rd, Warren Shire	RR 347 Collie – Trangie Rd	Warren/Gilgandra Shire boundary
RT	SR 35	Bourbah Rd, Warren Shire	Village of Collie	Warren/Gilgandra Shire boundary
RT		Cook St, Warren	Zora St, Warren	Mabel St, Warren
RT	RR 424	Marra Rd, Warren Shire	Intersection of SR 98 Colane Rd	RR 333 Carinda Rd
RT	SR 87	Cremorne Rd, Warren Shire	SR 58 Nevertire – Bogan Rd	End of road at Channel
RT	SR 25	Cullemburrawang Rd, Warren Shire	RR 7515 Warren Rd	RR 202 Marthaguy Rd
RT	SR 41	Dicks Camp Rd, Warren Shire	SH 11 Oxley Hwy	End of Dicks Camp House
RT	SR 26	Drungalear Rd, Warren Shire	RR 202 Marthaguy Rd	End of road Drungalear
RT	SR 21	Duffity Rd, Warren Shire	SR 23 Gradgery Lane	End of road Bibberjibbery Gate
RT	SR 69	Mullengudgery Rd, Warren Shire	SH 7 Mitchell Hwy	End of Hortons Ramp
RT	SR 64	Ellengerah Rd, Warren Shire	Warren	Warren/Narromine Shire boundary
RT	SR 86	Ellerslie Rd, Warren Shire	SR 27 Bullagreen Rd	End of road Ellerslie Gate
RT	SR 61	Elsinore Rd, Warren Shire	SH 7 Mitchell Hwy	End of road Zanzibar Gate
RT	SR 45	Emby West Rd, Warren Shire	Warren/Coonamble Shire boundary	End of road Emby West Gate
RT	SR 36	Gibson Way, Warren Shire	RR 333 Carinda Rd	Warren/Coonamble Shire boundary
RT	SR 22	Gillendoon Rd, Warren Shire	SH 11 Oxley Hwy	End of road Gillendoon House
RT	SR 79	Greentree Rd, Warren Shire	SR 35 Bourbah Rd	End of road Freeths Ramp
RT	SR 32	Gunnegaldra Rd, Warren Shire	SR 91 Industrial Access Rd	End of road Gunnegaldra ramp
RT	SR 95	Gunningba Rd, Warren Shire	SR 65 Old Warren Road	End of road Gunningbar West
RT	SR 24	Hatton Lane, Warren Shire	RR 202 Marthaguy Rd	End of road Clontarf Gate
RT	SR 63	Heatherbrae Rd, Warren Shire	SR 58 Nevertire – Bogan Rd	End of road Rosedale Ramp
RT	SR 5	Buckiinguy Rd, Warren Shire	SR Lemongrove Rd	Warren/Bogan Shire boundary
RT	SR 91	Industrial Access Rd, Warren Shire	SR 11 Oxley Hwy South of Warren	SH 11 Oxley Hwy North of Warren
RT	SR 90	Inglewood Rd, Warren Shire	SR 35 Bourbah Rd	Warren/Gilgandra Shire boundary
RT	SR 10	Killaloo Lane, Warren Shire	RR 424 Marra Rd	End of road Killaloo Ramp
RT	SR 17	Lamphs Rd, Warren Shire	RR 333 Carinda Rd	End of road Lamphs ramp
RT	SR 94	Lauriston Rd, Warren Shire	RR 202 Marthaguy Rd	End of road Lauriston
RT	SR 89	Leeches Creek Rd, Warren Shire	SR 38 Yungundi Rd	Warren/Gilgandra Shire boundary
RT	SR 12	Lemongrove Rd, Warren Shire	RR 333 Carinda Rd	RR 424 Marra Rd
RT		Mabel Street, Warren	Stafford St Warren	Cook St Warren
RT	SR 40	Merrigal Rd, Warren Shire	Intersection with SR 75 Pine Clump Soldiers Rd & SR 43 Armatree Rd	Warren/Gilgandra Shire boundary

<i>Type</i>	<i>Road No.</i>	<i>Road</i>	<i>Starting point</i>	<i>Finishing point</i>
RT	SR 23	Gradgery Lane, Warren Shire	SR 81 Kiameron Rd	RR 202 Marthaguy Rd
RT	SR 81	Kiameron Rd, Warren Shire	RR 333 Carinda Rd	End of road Kiameron Ramp
RT	SR 62	Buddabadah Rd, Warren Shire	SH 7 Mitchell Hwy	Warren/Bogan Shire boundary
RT		Milson St, Warren	Intersection with Coonamble Rd	SR 66 Wambianna Rd
RT	SR 20	Nellievale Rd, Warren Shire	RR 333 Carinda Rd	End of road Nellievale Gate
RT	SR 60	Dandaloo Rd, Warren Shire	Warren/Bogan Shire boundary	Warren/Narromine Shire boundary
RT	SR 98	Colane Rd, Warren Shire	RR 424 Marra Rd	Warren/Bogan Shire boundary
RT	SR 51	Oakley Rd, Warren Shire	SH 11 Oxley Hwy	SR 34 Pleasant View Lane
RT	SR 1	Oxley Rd, Warren Shire	RR 333 Carinda Rd	Oxley Bridge
RT	SR 31	Pigeonbah Rd, Warren Shire	RR 7515 Warren Rd	End of road at Old Bundilla
RT	SR 75	Pine Clump Soldiers Rd, Warren Shire	RR 7515 Warren Rd	SR 40 Merrigal Rd
RT	SR 3	Canonba Rd, Warren Shire	RR 333 Carinda Rd	Warren/Bogan Shire boundary
RT	SR 34	Pleasant View Lane, Warren Shire	SR 35 Bourbah Rd	End of road
RT	SR 88	Quigley/Carroll Rd, Warren Shire	SR 54 Cathundral – Bogan Rd	End of road Muntham Gate
RT	SR 99	Radnedge Rd, Warren Shire	SH 11 Oxley Hwy	End of road
RT		Railway Pde, Warren	RR 333 Carinda Rd	Silo Rd, Warren
RT	SR 83	Rifle Range Rd, Warren Shire	SH 11 Oxley Hwy	SR 64 Ellengerah Rd
RT	SR 28	Rothsay Rd, Warren Shire	RR 202 Marthaguy Rd	“Nangheri” property
RT		Silo Row, Warren	Railway Parade, Warren	SR 91 Industrial Access Rd
RT	SR 72	Snakes Lane, Warren Shire	SR 66 Wambianna Rd	End of road Ewenmar Gate
RT		Stafford St, Warren	Zora St	Mabel St
RT	SR 4	Sullivans Rd, Warren Shire	SR 98 Colane Rd	End of road Yamba Gate
RT	SR 7	Sunshine Rd, Warren Shire	Coonamble St, Collie	Warren/Gilgandra Shire boundary
RT	SR 56	Tabratong Lane, Warren Shire	SR 58 Nevertire - Bogan Rd	SR 60 Dandaloo Rd
RT		Thomas Sullivan Crescent, Warren	Silo Row, Warren	Silo Row, Warren
RT	SR 53	Thornton Rd, Warren Shire	SR 59 Tottenham Rd	SR 54 Cathundral – Bogan Rd
RT	SR 59	Tottenham Rd, Warren Shire	SR 58 Nevertire – Bogan Rd	Warren/ Lachlan Shire boundary at Bogan River
RT	SR 73	Udora Rd, Warren Shire	Coonamble Rd, Warren	Entire length
RT	SR 66	Wambianna Rd, Warren Shire	Milson St, Warren	Warren/Narromine Shire boundary
RT	RR 7515	Warren Rd, Warren Shire	RR 202 Marthaguy Rd	Warren/Coonamble Shire boundary
RT	SR 46	Widgereed Rd, Warren Shire	SR 54 Cathundral – Bogan Rd	Warren/Narromine Shire boundary
RT	SR 30	Wonbobbie Rd, Warren Shire	SH 11 Oxley Hwy	RR 7515 Warren Rd

<i>Type</i>	<i>Road No.</i>	<i>Road</i>	<i>Starting point</i>	<i>Finishing point</i>
RT	SR 93	Yarrandale Rd, Warren Shire	RR 202 Marthaguy Rd	Entire length
RT	SR 38	Yungundi Rd, Warren Shire	SR 37 Collie Rd	Gilgandra / Warren Shire boundary
RT		Zora St, Warren	SH 11 Oxley Hwy	Stafford St, Warren
RT	RR 202	Marthaguy Rd, Warren Shire	SH 11 Oxley Hwy	Warren/Coonamble Shire boundary
RT	RR 333	Carinda Rd, Warren Shire	115 Dubbo St, Warren	Warren/Walgett Shire boundary
RT	RR 347	Collie – Trangie, Warren Shire	SH 11 Oxley Hwy	Warren/Narromine Shire boundary
RT	SH 11	Oxley Hwy, Warren Shire	SH 7 Mitchell Hwy	Warren/Gilgandra Shire boundary
RT	SH 7	Mitchell Hwy, Warren Shire	Warren/Narromine Shire boundary	Warren/Bogan Shire boundary

Department of Water and Energy

WATER ACT 1912

APPLICATIONS under Part 2 within a Proclaimed (declared) Local Area under section 5 (4) of the Water Act, 1912.

An application for a licence under Section 10 for works within a proclaimed (declared) local area as generally described hereunder, have been received from:

Murrumbidgee Valley

David Michael BARRON for a pump on the Numeralla River, Lot 1, DP788586, Parish Woolumla, County Beresford for irrigation of 35 hectares (lucerne). Replacement licence – increase in allocation via permanent transfer. Ref.40SL71134

Any enquiries regarding the above should be directed to the undersigned on (02) 6953 0700. Written objections, specifying grounds, must be lodged with the Department of Water and Energy, PO Box 156, Leeton NSW 2705, within 28 days of the date of this publication.

S. F. WEBB,
Licensing Manager

AN application for a licence, under section 10 of Part 2 of the Water Act 1912 has been received as follows:

Murray River Valley

TUMBARUMBA SHIRE COUNCIL for two pumps on Tumbarumba Creek on Lot 671, DP 755892, Parish Tumbarumba, County Selwyn, for Town Water Supply Purposes. Note that this is a replacement for existing licence 50SL29797 to include an additional pump. Ref.50SL75708

Any enquiries regarding the above should be directed to the undersigned on (02) 6024 8859. Written objections specifying grounds, must be lodged with the Department of Water and Energy, PO Box 829, Albury NSW 2640, within 28 days of the date of this publication.

CLARE PURTLE,
Licensing Officer

Other Notices

APRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given of establishing a new Vocational Training Order for the recognised traineeship vocation of Health Services - Administration.

The Order specifies a number of matters in relation to the required training for this vocation, including the term/s of training, competency outcomes and course/s of study to be undertaken.

The Order will take effect from the date of publication in the *New South Wales Government Gazette*.

A copy of the Order may be inspected at any State Training Centre of the Department of Education and Training or on the Internet at <http://apprenticeship.det.nsw.edu.au>.

APRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given of establishing a new Vocational Training Order for the recognised traineeship vocation of Health Services - Supervision.

The Order specifies a number of matters in relation to the required training for this vocation, including the term/s of training, competency outcomes and course/s of study to be undertaken.

The Order will take effect from the date of publication in the *New South Wales Government Gazette*.

A copy of the Order may be inspected at any State Training Centre of the Department of Education and Training or on the Internet at <http://apprenticeship.det.nsw.edu.au>.

APRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given of establishing a new Vocational Training Order for the recognised traineeship vocation of Transport and Distribution - Aviation.

The Order specifies a number of matters in relation to the required training for this vocation, including the term/s of training, competency outcomes and course/s of study to be undertaken.

The Order will take effect from the date of publication in the *New South Wales Government Gazette*.

A copy of the Order may be inspected at any State Training Centre of the Department of Education and Training or on the Internet at <http://apprenticeship.det.nsw.edu.au>.

APRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given of establishing a new Vocational Training Order for the recognised traineeship vocation of Baking Trade (Plant Baking).

The Order specifies a number of matters in relation to the required training for this vocation, including the term/s of training, competency outcomes and course/s of study to be undertaken.

The Order will take effect from the date of publication in the *New South Wales Government Gazette*.

A copy of the Order may be inspected at any State Training Centre of the Department of Education and Training or on the Internet at <http://apprenticeship.det.nsw.edu.au>.

ASSOCIATIONS INCORPORATION ACT 1984

Cancellation of Incorporation pursuant to Section 54

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to section 54 of the Associations Incorporation Act 1984.

Cancellation is effective as at the date of gazettal.

Australian Production Designer's Association (NSW Branch) INC Y0597847

Australian Association of Child Psychotherapists Inc Y0477419

Australian Dolphin Foundation Inc Y0222121

Aytaroun Citizens Charitable Association Inc Y0486026

Aurora Communications International Australia Inc Y0460738

Argentinean Association of Sydney Inc Y0489801

Australian Amiga User Association Inc Y0230515

The Abode-Monaro Youth Centre Inc Y0145109

Australian Lao-Chinese Association Incorporated Y0099327

Alternatives Youth Support Scheme Association Inc Y0151019

Australian Container Parks' Association Incorporated Y0174443

Alai Australia Inc Y0110038

Australian Chiropractors Association New South Wales Branch Inc Y0122028

APEX Club of Batemans Bay Inc Y0236840

Assim E Portugal Inc Y0513009

Association of Property Conveyancers Inc Y0631002

The Australian Arab People's Conference Inc Y0626922

Australian Relocation Association Inc Y0530500

Australian Institute for Bioenergetic Analysis Inc Y0226942

Culburra Sailboard Club Inc Y0440305

The Coonabarabran Youth Club Inc Y0606440

Casino R. Hockey Club Inc Y0551146

Crescent Head Tavern Fishing Club Incorporated Y0552241

Coonamble CYSS Inc Y0418538

Coonamble Hockey Association Inc Y0408542

Central Coast Small Business Society Inc Y0410415

Computer Pals Across the World Inc Y0498702

Central Coast Clay Target Club Inc Y0313411

Collaroy Plateau Band Society Inc Y0322312

Corrimal Rangers Soccer Club Inc Y0391238

Chenshi Taijiquan Association Inc Y0204025

Clarence Valley Radio Inc Y0014325

- Callan Park Cricket Club Inc Y0014521
 Clovelly Junior Rugby League Football Club Inc Y0499503
 The Channon Progress Association Inc Y0501803
 Care Community Bunji House Crisis Accommodation Centre Inc Y0154206
 Cooma Monaro Street Machine Club Inc Y0107805
 Community Access Computing Facilities Inc Y0628720
 Charlestown Cricket Club Inc Y0627037
 Malaysian Australian Society Inc Y0527336
 Northern Rivers Woodcraft Group Inc Y0601308
 First Fleet Re-Enactment Voyagers Society Inc Y0469417
 Sutherland Shire Transport for Disabled Persons Inc Y0373534
 Manning River Ski Club Inc Y0461147
 Macquarie Junior Australian Football Club Inc Y0384331
 Maroota & Districts Residents' Association Incorporated Y0355928
 National Australia Bank Rugby Club Inc Y0288912
 The National Society of Commercial Agents Inc Y0572233
 New South Wales Hotels Association Inc Y0403214
 National Association of Flight Instructors Inc Y0475523
 N.S.W. Junior Heifer & Steer Show Inc Y0632538
 Non Smokers Movement of Australia Inc Y0470832
 New World Crusade Bartimaeus Mission Inc Y0570043
 NSW Nutgrowers Association Incorporated Y0217208
 New England Motorcycle Trials Club Inc Y0156445
 New South Wales Aboriginal Substance Abuse Secretariat Incorporated Y0463141
 Oaks Tennis Club Inc Y0022719
 Northern Rivers Classic Motorcycle Club Inc Y0054407
 North West Australian Rules Football Association Inc Y0474134
 Northern Rivers Stud Beef Cattle Breeders Association Inc Y0634630
 Narooma Area Tourist Association Inc Y0511946
 Northlakes CYSS Inc Y0013622
 North Nowra Tavern Social Club Inc Y0311417
 Psychodrama Association of NSW Inc Y0243012
 Parramatta-Holroyd Optimum Curriculum Intervention Service Inc Y0638422
 Patriarcal & Yousseoufieh Colleges of Egypt Social Club Inc Y0419143
 Powell Park Management Committee Inc Y0592519
 Primaus Incorporated Y0571824
 Refugee Advisory Service Inc Y0295231
 The Royal Aeronautical Society Australian Division Sydney Branch Incorporated Y0655227
 Ryde Youth Accommodation Service Incorporated Y0520700
 Rams and Ewes Committee Inc Y0591032
 Riverina Rugby Injured Players Fund Inc Y0551636
 Sydney Antique Bottle & Collectables Society Inc Y0444636
 Shoalhaven Pleasure Driving Society Inc Y0448918
 Stucco Inc Y0402609
 Sydney Astrolabe Sports Club Incorporated Y0259725
 Scone B & S Committee Inc Y0324943
 Sydney Storytellers Guild Inc Y0048203
 Sylvania Waters Progress Association Inc Y0083741
 Sydney Chinese Community Centre Inc Y0006127
 Shoalhaven Rodeo Association Inc Y0104324
 Sydney Olympic Sporting Complex Association Inc Y0588505
 Sydney Irish Theatre Group Inc Y0628034
 Triticale Grain Association of Australia Inc Y0631100
 Toujours Gum Incorporated Y0502212
 The Trustees of the Russian Orthodox Church Outside of Russia in Australia Inc Y0362002
 Turvey Park Rugby League Football Club Incorporated Y0542343
 Taylors Arm Rodeo Association Inc Y0290246
 Tweed Shire Arts for the Aged Inc Y0164937
 Under 21 Showjumping Club Inc Y0267237
 United Abalone Divers Association (NSW) Inc Y0441008
 Uralla Media Inc Y0372243
 Urunga Sports Council Inc Y0540643
 United Greyhound Association Inc Y0429531
 Walcha and District Cricket Association Incorporated Y0607241
 The Way of Australia Inc Y0624830
 Waverley Junior Soccer Football Club Incorporated Y0262203
 Western Way Centre Inc Y0389512
 West Wallsend Progress Association Incorporated Y0503846
 Wollongong Rugby Club Incorporated Y0610013
 Wesneo (Western Sydney Network of Environmental Organisations) Incorporated Y0479903
 Waverley Rugby Football and Sporting Club Incorporated Y0176045
 The Western Sinfonia Inc Y0388025
- Dated: 27 June 2008.
- CHRISTINE GOWLAND,
 Manager,
 Financial Analysis,
 Registry of Co-operatives and Associations,
 Office of Fair Trading,
 Department of Commerce
-
- ASSOCIATIONS INCORPORATION ACT 1984**
 Reinstatement of Cancelled Association Pursuant to
 Section 54A
- THE incorporation of Arncliffe Scots - St George Hockey Club Incorporated cancelled on 27 June 2008, is reinstated pursuant to section 54A of the Associations Incorporation Act 1984.

Dated: The 2nd day of July 2008.

CHRISTINE GOWLAND,
Manager,
Financial Analysis Branch,
Registry of Co-operatives and Associations,
Office of Fair Trading,
Department of Commerce

COMPANION ANIMALS REGULATION 1999

ORDER

Withdrawal of Approval to Organisation previously approved under Clause 17(c) of the Companion Animals Regulation 1999

THE approval of the organisation referred to in the Schedule to this Order and previously made by Order published in *New South Wales Government Gazette* No. 128 on 22 August 2003, at p 8113 and made in accordance with Clause 17(c) of the Companion Animals Regulation 1999 is hereby withdrawn.

SCHEDULE

<i>Name of organisation</i>	<i>Address of organisation</i>	<i>Name of contact officer for organisation</i>
Friends of the Shelter Wingecarribee.	PO Box 2079, Bowral NSW 2576.	Mr Kerry D. LEVETT.

Dated: 27 June 2008.

GARRY PAYNE, AM,
Director General,
Department of Local Government

CONTAMINATED LAND MANAGEMENT REGULATION 2008

NOTICE is given in accordance with section 5 of the Subordinate Legislation Act 1989, of the intention to make a regulation under the Contaminated Land Management Act 1997. The Contaminated Land Management Act 1997, provides for the assessment and management of contaminated land in NSW. The Contaminated Land Management Regulation 1998, is made under the Act and contains administrative provisions relating to the operation of the Contaminated Land Management Act 1997.

The proposed Contaminated Land Management Regulation 2008, is planned to replace the 1998 Regulation which will be automatically repealed on 1 September 2008.

The draft Regulation and Regulatory Impact Statement can be accessed via the Department of Environment and Climate Change's website:

www.environment.nsw.gov.au/consult or by contacting Environment Line on 131 555.

Written comments and submissions on the proposed regulation will be accepted up to Tuesday, 22 July 2008 and should be addressed to:

Manager,
Contaminated Sites Section,
Department of Environment and Climate Change,
PO Box A290,
Sydney South NSW 1232

Submissions can be emailed to clmreg@environment.nsw.gov.au.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Blackbutt Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Blackbutt Reserve Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Albion Park 9028-I-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	301300	6173600
2	304300	6173600
3	304300	6170500
4	301300	6170500

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-110 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Brogo Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Brogo Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 5 ordered points on map Puen Buen 8825-III-S; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	741900	5961400
2	743800	5961400
3	746900	5959100
4	746700	5956800
5	742900	5957300

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-112 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Brooklyn Notification Area

THE Dams Safety Committee pursuant to Section 369 of the Mining Act 1992, hereby declares that with regard to Brooklyn Retarding Basin Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Cowan 9130-4-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	331300	6287500
2	334400	6287500
3	334400	6284500
4	331300	6284500

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-113 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Burrinjuck Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Burrinjuck Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 12 ordered points on maps Brindabella 8627 and Yass 8628; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	663300	6141900
2	664800	6140400
3	672300	6122800
4	666300	6122800
5	664600	6128100
6	657900	6128800
7	653200	6124900
8	655200	6108700
9	652800	6108700
10	645900	6122000
11	642600	6124400
12	642600	6126000

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-115 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Cecil Park Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Cecil Park Basin 3A Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Liverpool 9030-II-S; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	299400	6249200
2	302600	6249200
3	302600	6246200
4	299400	6246200

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-124 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Chifley Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Chifley Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map The Lagoon 8830-IV-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	745500	6285600
2	748800	6279300
3	746500	6277800
4	742600	6283600

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-118 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Clarrie Hall Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Clarrie Hall Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Burringbar 9541-2S; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	527400	6855600
2	531700	6855600
3	530400	6848400
4	528100	6848400

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-125 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Cochrane Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Cochrane Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Nimmitabel 8724-1N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	718500	5951400
2	720800	5951400
3	721100	5948500
4	718000	5948500

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-119 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Company Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Company Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Grenfell 8530-II & III; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	605100	6251100
2	608100	6251100
3	608100	6248100
4	605100	6248100

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-121 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Cowarra Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Cowarra Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 5 ordered points on map Grants Head 9435-1N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	477800	6516000
2	479400	6514200
3	478300	6512200
4	477600	6512200
5	475500	6514200

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-126 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-127 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Delegate Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Delegate Retarding Basin Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Delegate 8623-I & IV; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	671400	5899300
2	674400	5899300
3	674400	5896300
4	671400	5896300

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-122 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Dumaresq Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Dumaresq Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Dumaresq 9237-III-S; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	363800	6634100
2	367000	6634100
3	367000	6631100
4	363800	6631100

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-128 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Dover Heights Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Dover Heights Reservoir Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Sydney Heads 9130-2N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	339400	6252400
2	342400	6252400
3	342400	6249400
4	339400	6249400

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Emigrant Creek Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Emigrant Creek Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Ballina 9640-III-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	549400	6819500
2	551700	6819500
3	552300	6816500
4	549700	6815700

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-130 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Eraring A Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Eraring Attemperating Cooling Water Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 7 ordered points on map Swansea 9231-4-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	361400	6340800
2	362400	6340500
3	362400	6339700
4	361800	6339000
5	360700	6338800
6	360300	6339300
7	360200	6340100

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-114 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Googong Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Googong Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 6 ordered points on maps Captains Flat 876-I-N, Hoskinstown 8727-II-S and Tuggeranong 8727-III-S; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	704200	6079900
2	706600	6079800
3	708300	6076700
4	706800	6067700
5	704400	6067800
6	703400	6075800

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-123 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Howick Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Hunter Valley Operations 6 Tailings Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 6 ordered points on map Jerrys Plains 9033-II-S; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	308300	6410800
2	309100	6409700
3	308300	6408300
4	307000	6408300
5	306400	6409800
6	306900	6410600

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-131 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Karangi Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Karangi Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Coffs Harbour 9537-III-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	503600	6654500
2	504600	6651400
3	501400	6650200
4	500400	6653500

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-134 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Lake Endeavour Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Lake Endeavour Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Parkes 8531-I & IV; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	631800	6338100
2	634400	6336100
3	632000	6333500
4	629600	6335400

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-136 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Lake Ettamogah Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Lake Ettamogah Winter Storage Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 6 ordered points on map Mullengandra 8326-3-S; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	500300	6018100
2	503000	6018100
3	503800	6016100
4	502900	6014800
5	500300	6014800
6	499400	6016100

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-137 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Lake Rowlands Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Lake Rowlands Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 5 ordered points on map Blayney 8730-I & IV; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 55:

Point	MGA94 East	MGA94 North
1	700800	6273700
2	704200	6273800
3	705600	6272800
4	702400	6269600
5	699700	6271600

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-138 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Malpas Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Malpas Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 5 ordered points on map Black Mountain 9237-III-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	378300	6654000
2	380600	6652600
3	379900	6646700
4	377100	6646800
5	377000	6650500

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-142 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

SCHEDULE

The area bounded by straight lines joining the following 6 ordered points on map Woodhouselee 8828-IV-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	736500	6174600
2	738100	6174500
3	741100	6170300
4	741100	6169500
5	735700	6167800
6	734700	6169800

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-140 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Oak Flats Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Oak Flats Reservoir Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 4 ordered points on map Albion Park 9028-I-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	300300	6174500
2	303100	6172900
3	301500	6170300
4	298900	6171900

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-143 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Rocky Creek Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Rocky Creek Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 7 ordered points on maps Dunoon 9540-I-S and Huonbrook 9540-I-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	532800	6835500
2	535400	6834500
3	535900	6832700
4	535100	6830600
5	532700	6830800
6	531900	6832500
7	531700	6834300

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-147 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Pejar Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Pejar Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992

Split Rock Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Split Rock Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 9 ordered points on maps Cobbadah 9037 and Manilla 9036; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	279600	6633000
2	282300	6624900
3	281900	6615600
4	280800	6613400
5	278600	6613300
6	274700	6617600
7	274600	6621500
8	278100	6622400
9	275500	6631800

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-109 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

DAMS SAFETY ACT 1978 AND MINING ACT 1992

Order under Section 369 of the Mining Act 1992
Tenterfield Creek Notification Area

THE Dams Safety Committee pursuant to section 369 of the Mining Act 1992, hereby declares that with regard to Tenterfield Creek Dam, being a prescribed dam under the Dams Safety Act 1978, the land described in the Schedule hereto is the notification area of the said dam.

SCHEDULE

The area bounded by straight lines joining the following 5 ordered points on map Tenterfield 9339-IV-N; the points are specified by Map Grid of Australia 1994 co-ordinates in Zone 56:

Point	MGA94 East	MGA94 North
1	404900	6785500
2	406300	6783500
3	405000	6781900
4	403100	6781900
5	402800	6784300

Australian Map Grid and Integrated Survey Grid co-ordinates for the above points, as well as plan NA-152 showing the area, are available from the Dams Safety Committee.

L. A. McDONALD,
Chairman

Dams Safety Committee,
PO Box 3720, Parramatta NSW 2124.

FOOD ACT 2003

THE NSW Food Authority advises a conviction under the Food Act 2003, relating to the handling or sale of food made against Sea Treasures Pty Limited (trading as Sea Treasures Seafood Restaurant), at the business address of 46 Willoughby Road, Crows Nest NSW. The defendant was charged with four charges relating to offences under various sections of s21(1) of the Food Act and various Clauses of

Standard 3.2.2. The total penalty imposed under the Act for all offences was \$10,500 plus professional costs of \$2211 awarded against the defendant. This notice is made after statutory time for appeal has elapsed.

NSW FOOD AUTHORITY,
PO Box 6682,
Silverwater NSW 1811

FOOD ACT 2003

THE NSW Food Authority advises a conviction under the Food Act 2003, relating to the handling or sale of food made against Kalinya Thai Restaurant at the business address of 5 Kalinya Street, Newport NSW. The defendant was charged with 22 charges relating to offences under various sections of the Food Act. The total penalty imposed under the Act for all offences was \$7250 plus professional and court costs of \$2040 awarded against the defendant. This notice is made after statutory time for appeal has elapsed.

NSW FOOD AUTHORITY,
PO Box 6682,
Silverwater NSW 1811

MARITIME SERVICES ACT 1935

Notification

Limitation of Speed of Vessels within
Certain Navigable Waters

THE Maritime Authority of NSW (trading as NSW Maritime), in pursuance of the provisions of section 13SA of the Maritime Services Act 1935, does, from the date of publication of this notification in the *New South Wales Government Gazette*:

Limits the speed of vessels of the class set out hereunder in the navigable waters described in the first column of the Table of Area and Maximum Speed set out hereunder to a speed not exceeding that stated opposite that area in the second column of that Table of Area and Maximum Speed.

Class: All vessels propelled by mechanical means except:

- Vessels engaged in an activity authorised under an Aquatic Licence issued by NSW Maritime under Clause 8 of the Water Traffic Regulations NSW; and;
- Vessels the subject of a written Exemption issued by NSW Maritime.

TABLE OF AREA AND MAXIMUM SPEED

<i>First Column</i>	<i>Second Column</i>
Botany Bay (Sydney Airport – Port Botany) Area: The navigable waters of that part of Botany Bay lying north of a line commencing on the southernmost extremity of reclamation for Sydney Kingsford Smith Airport Parallel Runway 34R in an east north easterly direction to the south western extremity of the North Quay of Brotherson Dock Port Botany – eight knots.	Eight Knots.

Dated this 24th day of June 2008.

BRETT MOORE,
General Manager,
Recreational Boating and Regional Services,
NSW Maritime

NATIONAL PARKS AND WILDLIFE ACT 1974

Amendments to the Royal National Park
Plan of Management

AMENDMENTS to the plan of management for Royal National Park have been prepared and are on exhibition until 13 October 2008.

Copies of the amendments are available free of charge from the NPWS office, Farnell Avenue, Audley Heights (phone 9542 0648); Royal National Park Visitor Centre, Audley and the Department of Environment and Climate Change Information Centre, Level 14, 59-61 Goulburn Street, Sydney. The amendments may also be viewed at Sutherland Shire Library, 30-36 Belmont Street, Sutherland; Engadine Library, 116E Caldarra Avenue, Engadine; Cronulla Library, Surf Road, Cronulla; Bundeena School/Sutherland Shire Library, Bundeena Public School, Scarborough Street, Bundeena; Wollongong Central Library Reference Section, First Floor, 41 Burelli Street, Wollongong; Helensburgh Library, Walker Street, Helensburgh and on the website www.environment.nsw.gov.au.

Written submissions on these amendments must be received by the Planning Officer, NPWS, PO Box 44, Sutherland NSW 1499, by 13 October 2008.

All submissions received by NPWS are a matter of public record and are available for public inspection upon request to NPWS. Your comments on these draft plans and amendments 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

Notice to alter the name of Hunter Estuary National Park

I, Professor MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, hereby alter the name of Hunter Estuary National Park to Hunter Wetlands National Park under the provisions of section 30A(2) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney, this 11th day of June 2008.

MARIE BASHIR,
Governor

By Her Excellency's Command,

VERITY FIRTH, M.P.,
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN!

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a National Park

I, Professor MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the land described in the Schedule below,

as part of Lane Cove National Park, under the provisions of section 30A(1) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney, this 11th day of June 2008.

MARIE BASHIR,
Governor

By Her Excellency's Command,

VERITY FIRTH, M.P.,
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN!

SCHEDULE

*Land District – Metropolitan;
L.G.A. – Ku-ring-gai, Ryde and Willoughby*

County Cumberland, Parishes Gordon, Hunters Hill and Willoughby, 7526 square metres, being Lots 102 and 105 in DP 1115606: DECC/F/3980.

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a National Park

I, Professor MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the land described in the Schedule below, as part of Oxley Wild Rivers National Park, under the provisions of section 30A(1) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney, this 4th day of June 2008.

MARIE BASHIR,
Governor

By Her Excellency's Command,

VERITY FIRTH, M.P.,
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District – Armidale; L.G.A. – Armidale Dumaresq

Counties Clarke and Sandon, Parishes Clarke and Ferryman, about 1013 hectares, being Lots 16, 17, 20, 21 and 24 in DP 751443, Lot 15 in DP 755825, that part of the bed of Oaky Creek separating Lots 16, 17 and 20 in DP 751443 from Lot 28 in DP 751443, that part of the bed of Falls Station Creek separating Lot 24 in DP 751443 from Lots 21 and 28 in DP 751443 and that part of the bed of the Chandler River that separates Lot 15 in DP 755825 from Lots 28, 17, 21 and 24 in DP 751443; inclusive of the bed of the Chandler River within Lot 15 in DP 755825; exclusive of Crown public roads within Lots 16 and 17 in DP 751443 and within Lots 15 in DP 755825: DECC/06/0162 and DECC/06/02885.

County Sandon, Parish Cooney, about 1799 hectares, being Lot 121 in DP 1071454; inclusive of the beds of the Macleay River and Bakers Creek within Lot 121; exclusive of Crown public roads within Lot 121: DECC/04/10161.

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a Karst Conservation Reserve

I, Professor MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the land described in the Schedule below, as part of Boreore Karst Conservation Reserve, under the provisions of section 30A(1) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney, this 4th day of June 2008.

MARIE BASHIR,
Governor

By Her Excellency's Command,

VERITY FIRTH, M.P.,
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District – Orange; L.G.A. – Cabonne

County Ashburnham, Parish Barton, about 4.3 hectares, being Lot 21 in DP 1033818, Lot 31 in DP 1018647 and that part of Boree Creek separating Lot 21 and Lot 31 above RL.74.0 as shown in DP 1018647: DECC/F/2480.

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a National Park

I, Professor MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the land described in the Schedule below, as part of Yengo National Park, under the provisions of section 30A(1) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney, this 4th day of June 2008.

MARIE BASHIR,
Governor

By Her Excellency's Command,

VERITY FIRTH, M.P.,
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District – Singleton; L.G.A. – Singleton

County Northumberland, Parish Werong, about 158.2 hectares, being Lots 11, 12, 23, 25, 26, 32 and 37 in DP 755268, inclusive of Crown road within Lot 37: DECC/02/01870.

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a National Park

I, Professor MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the land described in the Schedule below, as part of Nowendoc National Park, under the provisions of section 30A(1) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney, this 4th day of June 2008.

MARIE BASHIR,
Governor

By Her Excellency's Command,

VERITY FIRTH, M.P.,
Minister for Climate Change and the Environment

GOD SAVE THE QUEEN!

SCHEDULE

Land District – Gloucester; L.G.A. – Walcha

County Hawes, Parish Togalo, about 1077 hectares, being Lots 13, 14, 20, 21, 33 and 34 in DP 753714 and that part of the bed of Wild Cattle Creek separating Lots 21 and 34 in DP 751443 from Nowendoc National Park; exclusive of Crown public roads within Lots 13, 14 and 21 in DP 753714: DECC/07/4129.

POISONS AND THERAPEUTIC GOODS ACT 1966

Order Under Clause 171(1)

Poisons and Therapeutic Goods Regulation 2002

Restoration of Drug Authority

IN accordance with the provisions of Clause 171 (1) of the Poisons and Therapeutic Goods Regulation 2002, a direction has been issued that the withdrawal of authority of Irene STOWNER, RN1588414, of Uardry Station, Hay NSW 2711, to be in possession of or supply drugs of addiction as authorised by Clauses 101 and 103 of the Regulation for the purposes of her profession as a nurse, shall cease to operate from 23 June 2008.

Dr RICHARD MATTHEWS,
Acting Director-General

Department of Health, New South Wales,
Sydney, 16 June 2008.

**STATUTORY AND OTHER OFFICES
REMUNERATION ACT 1975**

Report and Determination Pursuant to Section 14 of the Act

Report:

1. On 11 June 2008 the Premier, the Hon Morris Iemma MP, pursuant to section 14(1) of the Statutory and Other Offices Remuneration Act 1975 (the Act), directed that the Statutory and Other Offices Remuneration Tribunal (the Tribunal) make a determination in respect of the remuneration payable to the Executive Manager, Parliamentary Services.
2. For remuneration purposes the office of Executive Manager, Parliamentary Services is listed in Schedule 2 of the Act. This is a new position and the Tribunal has not previously made a determination on the remuneration payable for this office.
3. The Executive Manager will be responsible for the new Department of Parliamentary Services and will be the chief adviser to the Presiding Officers on a range of Parliamentary corporate services. The Executive Manager will direct and coordinate the delivery of security, personnel, financial management,

information technology, library services, Hansard, printing, education, archives, building and food and beverages services.

4. The Executive Manager must also develop and maintain high level liaison and consultation with the Clerks of both Houses, who advise their respective Presiding Officers, in the development of policies and strategic decisions affecting the Parliament as a whole and within their respective House Departments.
5. The Tribunal has informed itself as to the role and responsibilities of this position and has had regard to an independent job evaluation which has determined that the position is equivalent to an SES Level 4. The Tribunal has also had regard to the interrelationship between this role and that of the Clerk of the Legislative Assembly and the Clerk of the Parliament.
6. Having regard to the above the Tribunal is of the view that the Executive Manager Parliamentary Services should receive an annual salary of \$206,835 and so determines.

Determination:

Pursuant to section 14(1) of the Statutory and Other Offices Remuneration Act 1975 the Tribunal determines that the salary for Executive Manager, Parliamentary Services shall be \$206,385 per annum.

Dated: 18 June 2008.

HELEN WRIGHT,
Statutory and Other Offices Remuneration Tribunal

SUBORDINATE LEGISLATION ACT 1989

Erratum Notice

The notice published in the New South Wales Government Gazette on Friday, 27 June 2008, on page 6379, is hereby amended to read:

Comments must be received by Wednesday, 30 July 2008.

SYDNEY WATER ACT 1994

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Kellyville in the Local Government Area of Baulkham Hills

SYDNEY WATER CORPORATION declares, with the approval of Her Excellency the Governor, that the land described in the First Schedule hereto is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purpose of the Sydney Water Act 1994.

Dated at Sydney, this 1st day of July 2008.

Signed for Sydney Water Corporation by its Attorneys MARK ROWLEY and PETER VINCENT BYRNE who hereby state at the time of executing this instrument have no notice of the revocation of the Power of Attorney Registered No. 606, Book 4541, under the Authority of which this instrument has been executed.

M. ROWLEY

P. BYRNE

SCHEDULE 1

All that piece or parcel of land in the Local Government Area of Baulkham Hills, Parish of Castle Hill, County of Cumberland and State of New South Wales, being Lot 1 in Deposited Plan 1021774, having an area of 1107 square metres, said to be owned by Baulkham Hills Shire Council.

Sydney Water Reference: 479290F3.

SYDNEY WATER ACT 1994

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

ERRATUM

IN the notice appearing in the *New South Wales Government Gazette* No. 66 of the 6 June 2008, Folio 4748, under the heading "Sydney Water Act 1994 Land Acquisition (Just Terms Compensation) Act 1991", the words "Lot 1" are deleted from Schedule 5 and the words "Lot 2" replace. This erratum now amends that error within the gazettal dated 6 June 2008.

Signed for the Sydney Water Corporation by its Attorneys on 30 June 2008.

Peter Vincent BYRNE

Mark ROWLEY

Who hereby state at the time of executing this the Power of Attorney Registered No. 606, Book 4541 under the Authority of which this instrument has been executed.

File No.: 2007/05033F.

CASINO CONTROL ACT 1992

Order

PURSUANT to section 66(1) of the Casino Control Act 1992, the Casino, Liquor and Gaming Control Authority does, by this Order, add to the list of games approved for play in the casino, the multi terminal table games of 'Aruze' and 'Vegas Star' and approves the following rules for the playing of the multi terminal table games of 'Aruze' and 'Vegas Star' in the casino operated by Star City Pty Limited under licence granted by the Casino Control Authority on 14 December 1994:

(1) Rules for the playing of 'Aruze' Multi Terminal Table Game

The rules for the playing of the 'Aruze' multi terminal table game in the casino as set forth in the attachment hereto are approved.

(2) Rules for the playing of 'Vegas' Star' Multi Terminal Table Game

The rules for the playing of the table game of 'Vegas Star' multi terminal table game in the casino as set forth in the attachment hereto are approved.

This Order shall take effect from the date of publication in the *New South Wales Government Gazette*.

Signed at Sydney, this 1st day of July 2008.

RON HARREX,
Acting Chief Executive,
(for and on behalf of the Casino, Liquor and Gaming Control Authority)

ARUZE MULTI TERMINAL TABLE GAME

- 1. Definitions**
- 2. Aruze**
- 3. Playing of Aruze multi terminal table games**
- 4. Jackpots**
- 5. Payouts**
- 6. General Provisions**

1. Definitions

1.1 In these rules, unless the contrary intention appears:

“**Authority**” means the Casino, Liquor and Gaming Control Authority;

“**electronic gaming supervisor**” means a person employed in a casino in a managerial capacity for the supervision of Aruze multi terminal table games in the casino and includes an electronic game supervisor;

“**inspector**” means a person appointed under section 20 of the Casino, Liquor and Gaming Control Authority Act 2007;

“**maximum bet**” means the maximum amount that may be wagered on any bet selection;

“**minimum bet**” means the minimum amount that may be wagered on any bet selection;

“**syndicated play**” means 3 or more players acting in concert to affect the opportunity of any person or persons to participate in a linked jackpot arrangement; and

“**void**” means invalid with no result.

2. Aruze

2.1 Aruze is a gaming device which facilitates a factual representation of the casino game of Blackjack.

3. Playing of Aruze multi terminal table games

3.1 The instructions on how to play each Aruze multi terminal table game are displayed on the Aruze multi terminal table game artwork or screen.

3.2 Play options shall be in accordance with the instruction as displayed on the Aruze multi terminal table game's artwork or screen. Such options shall be initiated by the player activating the relevant function(s) of the Aruze multi terminal table game.

3.3 The credit meter can be incremented by:

3.3.1 Australian legal tender (notes and/or coin of acceptable denomination as indicated on each individual machine);

3.3.2 winnings from Aruze multi terminal table game play;

3.3.3 winnings from a linked jackpot; and

3.3.4 the centralised monitoring system transferring credits to the Aruze multi terminal table game.

- 3.4 Aruze multi terminal table game play shall be initiated by the player wagering credits from the credit meter by activating the appropriate commencement function.
- 3.5 A player's winnings/prizes shall be displayed on:
- 3.5.1 the Aruze multi terminal table game;
 - 3.5.2 jackpot display meter;
 - 3.5.3 associated prize display; or
 - 3.5.4 a combination of the above.
- 3.6 Winnings from Aruze multi terminal table game play may increment the credit meter (as per rule 3.3), otherwise the winnings will be paid by a redeemable ticket or payout voucher.
- 3.7 Credits displayed on the credit meter may be collected at the end of any game play.
- 3.8 Credits may be paid by:
- 3.8.1 the Aruze multi terminal table game returning coins to the drop tray; or
 - 3.8.2 issuance of a redeemable ticket or payout voucher and the credits so paid cancelled from the credit meter; or
 - 3.8.3 at the discretion of the casino operator, a combination of the above.
- 3.9 Where the number of credits cannot be fully converted to coins, the residual credits will remain on the credit meter. The player may elect to be paid the residual by manual payout procedures approved by the Authority.

4. Jackpots

- 4.1 Where a Jackpot option is offered the following rules will apply:
- 4.1.1 A progressive jackpot shall operate by adding a percentage contribution of a Aruze multi terminal table game's turnover to a progressive jackpot pool, or pools. The number of Aruze multi terminal table games contributing to that pool, or pools, and the percentage contribution of each Aruze multi terminal table game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the Authority.
 - 4.1.2 The winner of a progressive jackpot pool shall be determined in accordance with the specific rules of the game as displayed on the machine artwork or screen. The winner of the progressive jackpot pool shall win the prize indicated on the progressive jackpot display.
 - 4.1.3 A random mystery jackpot shall operate by adding a

percentage contribution of a Aruze multi terminal table game's turnover to a mystery jackpot pool(s). The number of Aruze multi terminal table games contributing to that pool, or pools, and the percentage contribution of each Aruze multi terminal table game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the Authority.

- 4.1.4 The winner of a mystery jackpot shall be selected at random by a process approved by the Authority. The winning Aruze multi terminal table game number of the mystery jackpot pool and the prize won shall be indicated on the mystery jackpot display.
- 4.1.5 Jackpot wins, as indicated on the jackpot display, may be paid to the player:
 - 4.1.5.1 by incrementing the credit meter according to rule 3.3;
or
 - 4.1.5.2 issuance of a redeemable ticket or payout voucher and the amounts so paid cleared from the jackpot display meter.
- 4.1.6 In the event of a malfunction of either a jackpot display meter or jackpot controller, the casino operator may adjust, in accordance with procedures approved by the Authority, the value of the jackpot prize.

5. Payouts

- 5.1 A player entitled to receive a manual payout should verify the amount of the payment and must acknowledge receipt of that payment by signing the manual payment form.
- 5.2 The casino operator may withhold the payment of any prize or coin issue, or demand the return of any prize or coin issue, subject to notification to and review by an inspector, until such time as the casino operator has completed an investigation and made a determination.
- 5.3 Wherever possible, prizes, coin issues and coin redemptions payable by the casino operator will be paid immediately to the player. However, the casino operator may:
 - 5.3.1 delay payment, subject to further verification of the player's entitlement, to a mutually agreed time;
 - 5.3.2 pay the prize other than in a form requested by the player; and
 - 5.3.3 request an appropriate form of personal identification from the player.
- 5.4 Aruze multi terminal table game overpays are not the property of the player. All coins in Aruze multi terminal table games remain the property of the casino operator until won by, or returned to, a player in accordance with the approved rules of the game.
- 5.5 Any malfunction of the operating equipment or software on a terminal

of an Aruze multi terminal table game shall void any Aruze multi terminal table game plays and payouts on that terminal.

- 5.6 Any malfunction of the operating equipment or software on a Aruze multi terminal table game shall void any Aruze multi terminal table game plays and payouts on the terminals controlled by that equipment software.

6. General Provisions

- 6.1 A player shall be entitled to play more than one Aruze multi terminal table game at a time, unless otherwise instructed by an electronic gaming supervisor.
- 6.2 The player of a Aruze multi terminal table game is required to clear credits from the Aruze multi terminal table game when a close of play warning or notification is initiated.
- 6.3 Players are required to notify the casino operator in the event of any malfunction of a Aruze multi terminal table game at which they are playing. Failure to do so, and the retention of any prizes, coin issues or free play as a result of a Aruze multi terminal table game malfunction, may be considered to be a contravention of these rules.
- 6.4 Tilting, rocking, or in any way damaging or interfering with a Aruze multi terminal table game, or attempting to operate a terminal with any object or device other than legal tender is prohibited, and may be considered to be a contravention of these rules.
- 6.5 A person shall not, either alone or in concert with any other persons, use or control at or near a Aruze multi terminal table game or location related to the playing of Aruze multi terminal table games a calculator, computer, or other electronic, electrical or mechanical apparatus or device that is capable, with respect to a Aruze multi terminal table game or a part thereof, of interfering with an outcome or the proper or normal operation of a Aruze multi terminal table game or a part thereof.
- 6.6 Rule 6.5 shall not apply to use or control by an agent or employee of the casino operator or an inspector where such person is acting in the course of their duty.
- 6.7 Where an electronic gaming supervisor is satisfied that a person has contravened any provision of rule 6.3, 6.4, 6.5, 6.10, 6.11, 6.12 or 6.14 the electronic gaming supervisor may:
- 6.7.1 declare that any wager made by the person is void;
 - 6.7.2 direct that the person shall be excluded from further participation in playing of Aruze multi terminal table games; or
 - 6.7.3 recommend the person be excluded from the casino in line with the provisions of section 79 of the Casino Control Act 1992.
- 6.8 An electronic gaming supervisor may invalidate the outcome of a game if:

- 6.8.1 the game is disrupted by civil commotion, fire, riot, brawl, robbery, an act of God; or
- 6.8.2 any fraudulent act is perpetrated by any person that, in the opinion of the electronic gaming supervisor, affects the outcome of the game.
- 6.9 Where the outcome of a game is invalidated under rule 6.8, all wagers made by the players for that particular result may be refunded provided that an electronic gaming supervisor may direct that the wager of any player referred to in rule 6.8.2 be forfeited.
- 6.10 Any person who engages in syndicated play is in breach of these rules.
- 6.11 Any person who induces a player at a Aruze multi terminal table game to vacate a Aruze multi terminal table game, or to engage in syndicated play is in breach of these rules. Any person who solicits such an inducement is also in breach of these rules.
- 6.12 A person who interferes with, disturbs, or intimidates other Aruze multi terminal table game patrons or casino employees is in breach of these rules.
- 6.13 Players and spectators are not permitted to have side bets with or against each other.
- 6.14 Where, in the opinion of a electronic gaming supervisor, a person is not actively playing a Aruze multi terminal table game and is:
- 6.14.1 occupying a Aruze multi terminal table game; or
- 6.14.2 occupying an adjacent area such that it restricts another patron from gaining access to play a Aruze multi terminal table game;
- an electronic gaming supervisor may direct the person to vacate the Aruze multi terminal table game or adjacent area. If a person refuses to comply with this directive, that person is in breach of these rules.
- 6.15 Any dispute or complaint concerning a casino game shall be referred for decision in the first instance to an electronic gaming attendant, subject to a review (if requested) by an electronic gaming supervisor.
- 6.16 In any dispute arising from these Rules, the decision of the casino operator is final. Where any person is not satisfied with a decision of the casino operator relating to the conduct of gaming, the person will be advised of their right to lodge a complaint with an inspector under section 33 of the Casino, Liquor and Gaming Control Authority Act 2007.
- 6.17 A copy of these rules shall be made available for inspection upon request.

VEGAS STAR MULTI TERMINAL TABLE GAME

- 1. Definitions**
- 2. Vegas Star**
- 3. Playing of Vegas Star multi terminal table games**
- 4. Jackpots**
- 5. Payouts**
- 6. General Provisions**

1. Definitions

1.1 In these rules, unless the contrary intention appears:

“**Authority**” means the Casino, Liquor and Gaming Control Authority;

“**electronic gaming supervisor**” means a person employed in a casino in a managerial capacity for the supervision of Vegas Star multi terminal table games in the casino and includes an electronic game supervisor;

“**inspector**” means a person appointed under section 20 of the Casino, Liquor and Gaming Control Authority Act 2007;

“**maximum bet**” means the maximum amount that may be wagered on any bet selection;

“**minimum bet**” means the minimum amount that may be wagered on any bet selection;

“**syndicated play**” means 3 or more players acting in concert to affect the opportunity of any person or persons to participate in a linked jackpot arrangement; and

“**void**” means invalid with no result.

2. Vegas Star

2.1 Vegas Star is a gaming device which facilitates a factual representation of the casino games of Baccarat, Blackjack, Roulette, Sic Bo and Three Card Poker.

3. Playing of Vegas Star multi terminal table games

3.1 The instructions on how to play each Vegas Star multi terminal table game are displayed on the Vegas Star multi terminal table game artwork or screen.

3.2 Play options shall be in accordance with the instruction as displayed on the Vegas Star multi terminal table game's artwork or screen. Such options shall be initiated by the player activating the relevant function(s) of the Vegas Star multi terminal table game.

3.3 The credit meter can be incremented by:

3.3.1 Australian legal tender (notes and/or coin of acceptable denomination as indicated on each individual machine);

3.3.2 winnings from Vegas Star multi terminal table game play;

3.3.3 winnings from a linked jackpot; and

3.3.4 the centralised monitoring system transferring credits to the Vegas Star multi terminal table game.

- 3.4 Vegas Star multi terminal table game play shall be initiated by the player wagering credits from the credit meter by activating the appropriate commencement function.
- 3.5 A player's winnings/prizes shall be displayed on:
- 3.5.1 the Vegas Star multi terminal table game;
 - 3.5.2 jackpot display meter;
 - 3.5.3 associated prize display; or
 - 3.5.4 a combination of the above.
- 3.6 Winnings from Vegas Star multi terminal table game play may increment the credit meter (as per rule 3.3), otherwise the winnings will be paid by a redeemable ticket or payout voucher.
- 3.7 Credits displayed on the credit meter may be collected at the end of any game play.
- 3.8 Credits may be paid by:
- 3.8.1 the Vegas Star multi terminal table game returning coins to the drop tray; or
 - 3.8.2 issuance of a redeemable ticket or payout voucher and the credits so paid cancelled from the credit meter; or
 - 3.8.3 at the discretion of the casino operator, a combination of the above.
- 3.9 Where the number of credits cannot be fully converted to coins, the residual credits will remain on the credit meter. The player may elect to be paid the residual by manual payout procedures approved by the Authority.

4. Jackpots

- 4.1 Where a Jackpot option is offered the following rules will apply:
- 4.1.1 A progressive jackpot shall operate by adding a percentage contribution of a Vegas Star multi terminal table game's turnover to a progressive jackpot pool, or pools. The number of Vegas Star multi terminal table games contributing to that pool, or pools, and the percentage contribution of each Vegas Star multi terminal table game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the Authority.
 - 4.1.2 The winner of a progressive jackpot pool shall be determined in accordance with the specific rules of the game as displayed on the machine artwork or screen. The winner of the progressive jackpot pool shall win the prize indicated on the progressive jackpot display.
 - 4.1.3 A random mystery jackpot shall operate by adding a percentage contribution of a Vegas Star multi terminal table game's turnover to a

mystery jackpot pool(s). The number of Vegas Star multi terminal table games contributing to that pool, or pools, and the percentage contribution of each Vegas Star multi terminal table game's turnover allocated to the pool(s) shall be configured in accordance with procedures approved by the Authority.

- 4.1.4 The winner of a mystery jackpot shall be selected at random by a process approved by the Authority. The winning Vegas Star multi terminal table game number of the mystery jackpot pool and the prize won shall be indicated on the mystery jackpot display.
- 4.1.5 Jackpot wins, as indicated on the jackpot display, may be paid to the player:
 - 4.1.5.1 by incrementing the credit meter according to rule 3.3; or
 - 4.1.5.2 issuance of a redeemable ticket or payout voucher and the amounts so paid cleared from the jackpot display meter.
- 4.1.6 In the event of a malfunction of either a jackpot display meter or jackpot controller, the casino operator may adjust, in accordance with procedures approved by the Authority, the value of the jackpot prize.

5. Payouts

- 5.1 A player entitled to receive a manual payout should verify the amount of the payment and must acknowledge receipt of that payment by signing the manual payment form.
- 5.2 The casino operator may withhold the payment of any prize or coin issue, or demand the return of any prize or coin issue, subject to notification to and review by an inspector, until such time as the casino operator has completed an investigation and made a determination.
- 5.3 Wherever possible, prizes, coin issues and coin redemptions payable by the casino operator will be paid immediately to the player. However, the casino operator may:
 - 5.3.1 delay payment, subject to further verification of the player's entitlement, to a mutually agreed time;
 - 5.3.2 pay the prize other than in a form requested by the player; and
 - 5.3.3 request an appropriate form of personal identification from the player.
- 5.4 Vegas Star multi terminal table game overpays are not the property of the player. All coins in Vegas Star multi terminal table games remain the property of the casino operator until won by, or returned to, a player in accordance with the approved rules of the game.
- 5.5 Any malfunction of the operating equipment or software on a terminal of a Vegas Star multi terminal table game shall void any Vegas Star multi terminal table game plays and payouts on that terminal.

- 5.6 Any malfunction of the operating equipment or software on a Vegas Star multi terminal table game shall void any Vegas Star multi terminal table game plays and payouts on the terminals controlled by that equipment software.

6. General Provisions

- 6.1 A player shall be entitled to play more than one Vegas Star multi terminal table game at a time, unless otherwise instructed by an electronic gaming supervisor.
- 6.2 The player of a Vegas Star multi terminal table game is required to clear credits from the Vegas Star multi terminal table game when a close of play warning or notification is initiated.
- 6.3 Players are required to notify the casino operator in the event of any malfunction of a Vegas Star multi terminal table game at which they are playing. Failure to do so, and the retention of any prizes, coin issues or free play as a result of a Vegas Star multi terminal table game malfunction, may be considered to be a contravention of these rules.
- 6.4 Tilting, rocking, or in any way damaging or interfering with a Vegas Star multi terminal table game, or attempting to operate a terminal with any object or device other than legal tender is prohibited, and may be considered to be a contravention of these rules.
- 6.5 A person shall not, either alone or in concert with any other persons, use or control at or near a Vegas Star multi terminal table game or location related to the playing of Vegas Star multi terminal table games a calculator, computer, or other electronic, electrical or mechanical apparatus or device that is capable, with respect to a Vegas Star multi terminal table game or a part thereof, of interfering with an outcome or the proper or normal operation of a Vegas Star multi terminal table game or a part thereof.
- 6.6 Rule 6.5 shall not apply to use or control by an agent or employee of the casino operator or an inspector where such person is acting in the course of their duty.
- 6.7 Where an electronic gaming supervisor is satisfied that a person has contravened any provision of rule 6.3, 6.4, 6.5, 6.10, 6.11, 6.12 or 6.14 the electronic gaming supervisor may:
- 6.7.1 declare that any wager made by the person is void;
 - 6.7.2 direct that the person shall be excluded from further participation in playing of Vegas Star multi terminal table games; or
 - 6.7.3 recommend the person be excluded from the casino in line with the provisions of section 79 of the Casino Control Act 1992.
- 6.8 An electronic gaming supervisor may invalidate the outcome of a game if:
- 6.8.1 the game is disrupted by civil commotion, fire, riot, brawl, robbery, an act of God; or

- 6.8.2 any fraudulent act is perpetrated by any person that, in the opinion of the electronic gaming supervisor, affects the outcome of the game.
- 6.9 Where the outcome of a game is invalidated under rule 6.8, all wagers made by the players for that particular result may be refunded provided that an electronic gaming supervisor may direct that the wager of any player referred to in rule 6.8.2 be forfeited.
- 6.10 Any person who engages in syndicated play is in breach of these rules.
- 6.11 Any person who induces a player at a Vegas Star multi terminal table game to vacate a Vegas Star multi terminal table game, or to engage in syndicated play is in breach of these rules. Any person who solicits such an inducement is also in breach of these rules.
- 6.12 A person who interferes with, disturbs, or intimidates other Vegas Star multi terminal table game patrons or casino employees is in breach of these rules.
- 6.13 Players and spectators are not permitted to have side bets with or against each other.
- 6.14 Where, in the opinion of a electronic gaming supervisor, a person is not actively playing a Vegas Star multi terminal table game and is:
- 6.14.1 occupying a Vegas Star multi terminal table game; or
- 6.14.2 occupying an adjacent area such that it restricts another patron from gaining access to play a Vegas Star multi terminal table game;
- an electronic gaming supervisor may direct the person to vacate the Vegas Star multi terminal table game or adjacent area. If a person refuses to comply with this directive, that person is in breach of these rules.
- 6.15 Any dispute or complaint concerning a casino game shall be referred for decision in the first instance to an electronic gaming attendant, subject to a review (if requested) by an electronic gaming supervisor.
- 6.16 In any dispute arising from these Rules, the decision of the casino operator is final. Where any person is not satisfied with a decision of the casino operator relating to the conduct of gaming, the person will be advised of their right to lodge a complaint with an inspector under section 33 of the Casino, Liquor and Gaming Control Authority Act 2007.
- 6.17 A copy of these rules shall be made available for inspection upon request.

OCCUPATIONAL HEALTH AND SAFETY REGULATION 2001

MAJOR HAZARD FACILITIES – CONDITIONS AND REQUIREMENTS OF PROVISIONAL REGISTRATION AND OF REGISTRATION

Major hazard facilities (MHFs) in NSW must comply with the provisions of Chapter 6B of the *Occupational Health and Safety Regulation 2001* (OHS Regulation), made under the *Occupational Health and Safety Act 2000* (OHS Act).

Clause 175O(1)(b) of the OHS Regulation provides that the provisional registration of a major hazard facility is subject to, among other things, the conditions set out in Division 2 of Part 6B.6 of the OHS Regulation. Clause 175P(1) and (2) provide for those conditions of provisional registration, which require an operator of a major hazard facility to ensure certain reports and arrangements are prepared and implemented. The reports and arrangements are to comply with any requirements that are published in the Gazette by WorkCover from time to time. The WorkCover requirements referred to in clauses 175P(1) and (2) are set out in Schedule A of this document.

Clause 175R(3) of the OHS Regulation provides that WorkCover must not register a major hazard facility unless it is satisfied of certain matters specified in that clause. Those matters (a safety management system, a security plan, an emergency plan and a safety report for the facility) are to comply with any requirements that are published in the Gazette by WorkCover from time to time. The WorkCover requirements for the matters referred to in clause 175R(3) are set out in Schedule B of this document.

Clause 175T(1)(b) of the OHS Regulation provides that the registration of a major hazard facility is subject to any general conditions applying to all registered major hazard facilities:

- (i) that are published in the Gazette by WorkCover from time to time, and
- (ii) notice of which has been given in writing to the operator by WorkCover.

The general conditions, and requirements of those conditions, applying to registration of a major hazard facility under clause 175T(1)(b) are set out in Schedule C of this document.

Terms used in these conditions and requirements have the same meaning as in the OHS Act and OHS Regulation. Terms that are defined in Chapter 6B of the OHS Regulation have the meanings in Chapter 6B.

SCHEDULE A: WORKCOVER REQUIREMENTS FOR CLAUSE 175P CONDITIONS OF PROVISIONAL REGISTRATION

A1 PLAN FOR THE PREPARATION OF A SAFETY REPORT

A1.1 The requirements for the safety report plan referred to in clause 175P(1)(a) of the OHS Regulation are as follows.

- A1.2 The safety report plan must be in writing and must include:
- (a) an analysis, showing the work to be done by the operator to submit a safety report within the required timeframe and that meets any conditions or requirements of Chapter 6B of the OHS Regulation
 - (b) a detailed program and timetable for the preparation of the safety report based on the analysis in (a) above
 - (c) details of the allocation of tasks, timing and responsibilities for the work to be done
 - (d) details of the consultation that will be undertaken under Division 2 of Part 2 of the OHS Act when preparing the safety report
 - (e) a description of the resources that will be available to prepare the safety report, including but not limited to:
 - (i) the people to be involved, their knowledge and experience relevant to their involvement
 - (ii) the source of technical information
 - (iii) the software to be used for consequence modelling (if any).

A2 PROVISIONAL SECURITY ARRANGEMENTS

- A2.1 The requirements for provisional security arrangements referred to in clause 175P(1)(b) of the OHS Regulation are as follows.
- A2.2 The operator of the major hazard facility must describe and explain in writing how the following requirements are met:
- (a) all security provisions under the *Explosives Act 2003* or the *Explosives Regulation 2005* that apply to the amounts of Schedule 8 materials that are present or likely to be present at the facility
 - (b) all security provisions under Chapter 6B of the OHS Regulation that apply to the amounts of Schedule 8 materials that are present or likely to be present at the facility.

A3 PROVISIONAL EMERGENCY ARRANGEMENTS

- A3.1 The requirements for provisional emergency arrangements referred to in clause 175P(1)(d) of the OHS Regulation are as follows.
- A3.2 The operator of the major hazard facility must describe and explain in writing how the following requirements are met:
- (a) all emergency planning provisions under the *Explosives Act 2003* or the *Explosives Regulation 2005* that apply to the amounts of Schedule 8 materials present or likely to be present at the facility
 - (b) all emergency planning provisions under Chapter 6B of the OHS Regulation that apply to the amounts of Schedule 8 materials present or likely to be present at the facility. This includes, but is not limited to, the provisions in clauses 174ZB, 174ZC, 174ZD, 174ZJ, and 174ZN.

SCHEDULE B: WORKCOVER REQUIREMENTS FOR MATTERS REFERRED TO IN CLAUSE 175R(3) OF THE OHS REGULATION

B1 SAFETY MANAGEMENT SYSTEM REQUIREMENTS

- B1.1 The requirements for the safety management system (SMS) referred to in clause 175R(3)(a) of the OHS Regulation are as follows.
- B1.2 Safety management system means the comprehensive integrated system for managing safety at a major hazard facility and which sets out:
- (a) the safety objectives
 - (b) the systems and procedures by which these are to be achieved
 - (c) the performance standards which are to be met, and
 - (d) the means by which adherence to these standards is to be monitored and maintained.
- B1.3 The SMS must be documented.
- B1.4 When establishing, maintaining and reviewing the SMS, the results of any risk management processes under clause 175C or 175D of the OHS Regulation must be taken into account.
- B1.5 The SMS must be systematically reviewed, revalidated and updated as necessary to keep it current, following:
- (a) near miss or major accident at the major hazard facility
 - (b) change to a risk assessment
 - (c) change to a risk control
- and, in any case, at least once every 5 years.
- B1.6 A comprehensive, documented system of auditing must be established to verify the adequacy and continued use of the SMS.

B2 EMERGENCY PLAN REQUIREMENTS

- B2.1 The requirements for the emergency plan referred to in clause 175R(3)(c) of the OHS Regulation are as follows.
- B2.2 The emergency plan must:
- (a) be documented
 - (b) list and describe the emergency planning assumptions
 - (c) be used to prevent major accidents occurring at the facility and be used to minimize the consequences from major accidents
 - (d) consider both on-site and off-site consequences from potential major accidents that have been identified under the hazard identification and risk assessment provisions of Chapter 6B of the OHS Regulation
 - (e) include maps that identify areas surrounding the facility where a major accident may cause substantial harm
 - (f) identify types of occupancies and their location in areas identified in paragraph (e) above where groups of people may be at a higher risk of harm because of limitations such as mobility, age or confinement. These groups of people may be found in occupancies such as hospitals, aged care facilities, nursing homes, hospices, child-care facilities, schools, universities, technical colleges and correctional/detention facilities.

- (g) consider the availability of specialised medical treatment if such treatment may be required. The NSW Department of Health, NSW Ambulance Service, local area health services, and local doctors may need to be consulted, as appropriate to check that such treatment is available for the numbers of people that might be affected
- (h) identify significant plant, infrastructure or utilities in the area identified in paragraph (e) and show its location. This includes, but is not limited to, transport interchanges, train lines, airports, electrical substations, and major public water supplies such as dams.

B3 SAFETY REPORT REQUIREMENTS

B3.1 The requirements for the safety report referred to in clause 175R(3)(d) of the OHS Regulation are as follows.

B3.2 A safety report is a written presentation of the technical, management and operational information covering the hazards and risks that may lead to a major accident at a major hazard facility and their control, and which provides justification for the measures taken to ensure the safe operation of the facility.

B3.3 The safety report must demonstrate the adequacy of measures the operator has taken to:

- (a) minimise the likelihood of a major accident
- (b) minimise the consequences of any major accident that does occur.

B3.4 The safety report must:

- (a) identify the major hazard facility to which it applies
- (b) contain a summary of the documentation prepared under clauses 175C and 175D of the OHS Regulation, including a complete list of major accidents that could occur at the major hazard facility
- (c) identify the type, likelihood and consequences of major accidents that might occur
- (d) demonstrate the adequacy and appropriateness of the risk control measures adopted or reviewed under clauses 175C and 175D of the OHS Regulation
- (e) provide a summary of the safety management system (SMS) for the major hazard facility, including performance standards that are to be achieved by the operator of the major hazard facility and how they will be measured and reported, and the arrangements that ensure:
 - (i) the safe operation of the facility during normal operations (including maintenance work) and when significant deviations occur that could lead to a major accident
 - (ii) that the means of operation at the major hazard facility are properly operated and maintained, and that new or altered facilities are safely designed and constructed
- (f) include a summary of the systems for reporting and investigating major accidents and near misses
- (g) report on the adherence to the performance standards set by the SMS
- (h) describe the system of auditing that is used to verify the adequacy and continued use of the SMS

- (i) report on any changes made to the SMS in response to any deficiencies identified in the adequacy of the SMS
- (j) report on the functioning, maintenance and performance of the critical controls
- (k) include a signed statement by which the operator certifies that:
 - (i) the information contained in the safety report is accurate, and
 - (ii) the risk control measures eliminate or reduce so far as is reasonably practicable the risk of a major accident occurring, and
 - (iii) in the event of a major accident occurring, the risk control measures minimise so far as is reasonably practicable its magnitude and the severity of its consequences to persons both on-site and off-site, and
 - (iv) the persons who participate in the establishment and maintenance of the SMS have the necessary knowledge and skills to enable them to undertake their tasks and discharge their responsibilities in relation to the SMS.

B3.5 If the operator is a corporation, the signed statement referred to in B3.4(k) above is to be signed by the Chief Executive Officer (CEO) or an officer of the corporation authorised by the CEO.

B3.6 The safety report must include:

- (a) a description of the main products of the major hazard facility
- (b) a description of the main activities at the major hazard facility, particularly those activities associated with Schedule 8 materials
- (c) a description of the Schedule 8 materials and any other dangerous goods present or likely to be present at the facility, including:
 - (i) their identification by name and by any other means necessary for a clear identification
 - (ii) the quantity present or likely to be present at the major hazard facility
 - (iii) their physical, chemical and toxicological characteristics, and any hazardous effects, both immediate and delayed
 - (iv) their physical and chemical behaviour under normal conditions of use or under foreseeable abnormal conditions
- (d) a description of the chemical and physical processes associated with any Schedule 8 materials, including:
 - (i) the main units of process equipment used in those processes
 - (ii) a process flow diagram, or set of flow diagrams, describing the processes
- (e) a plan of the general layout of the major hazard facility, containing the location of:
 - (i) the main process units, and
 - (ii) the main storage areas
- (f) a scale plan of the facility and its surrounding area showing:
 - (i) the location of the facility within the surrounding area
 - (ii) topographical information
 - (iii) surrounding land uses
 - (iv) areas surrounding the facility where a major accident may cause substantial harm

- (v) the location of any identified external threats (including other major hazard facilities or other facilities that could affect the safety of the major hazard facility)
- (vi) graphically presented demographic information for the local community, including surrounding land uses permitted by the local planning authority
- (vii) meteorological data relevant to the estimation of the effects of any major accident
- (g) a description of the risk control measures that are in place to limit the consequences of major accidents, including a detailed description of:
 - (i) the instrumentation and other equipment installed in the facility and the procedures in place that constitute the risk control measures for preventing or limiting the consequences of a major accident
 - (ii) the critical operating parameters for those risk control measures
 - (iii) key personnel and resources (internal and external) available to intervene in the event of any failure of a control measure, whether or not that failure results in a major accident
 - (iv) the emergency plan, including specific information about how this plan can be expected to limit the consequences of a major accident
 - (v) the means of ensuring that there is at all times in place a command structure for the major hazard facility that applies in the event of an emergency, and that this command structure has been communicated throughout the major hazard facility
- (h) a description of those parts of the documented Safety Management System that address the maintenance of the Safety Management System (that is, its ongoing effective implementation and its ongoing improvement)
- (i) a description of the steps taken to ensure that safety and reliability are incorporated into the design and construction of all aspects of the major hazard facility itself, whether the operator is directly engaged in the design and construction or has engaged another person to carry out the design and construction
- (j) a summary of the major accidents that have occurred at the major hazard facility over the previous 5 years.

B3.7 In B3.6(g), “critical operating parameters” means the upper or lower performance limits of any equipment, process or procedure, compliance with which is necessary to avoid a major accident.

B3.8 In B3.6(g), “failure of a control measure” means:

- (a) if the risk control measure is a positive action or event: the non-occurrence or the defective occurrence of that action or event, or
- (b) if the risk control measure consists of a limitation on an operational activity, process or procedure: the breach of that limitation.

B3.9 At all points in the safety report where the matter addressed is covered by the facility’s SMS a clear reference to the relevant part of the documented SMS must be included.

SCHEDULE C: GENERAL CONDITIONS APPLYING TO REGISTRATION OF A MAJOR HAZARD FACILITY UNDER CLAUSE 175T(1)(b) OF THE OHS REGULATION

The following general conditions apply to all registered major hazard facilities under clause 175T(1)(b) of the OHS Regulation.

C1 SAFETY MANAGEMENT SYSTEM

C1.1 The Safety Management System (SMS) referred to in clause 175R(3)(a) of the OHS Regulation must be used to prevent and mitigate major accidents at the major hazard facility.

C2 EMERGENCY PLANNING AND RESPONSE

C2.1 The emergency plan, referred to in clause 175R(3)(c) of the OHS Regulation must be comprehensively reviewed every 5 years.

C2.2 A copy of the emergency plan must be kept at the major hazard facility so that it is readily available for use by emergency services.

C2.3 The emergency plan must be regularly tested. Every two years the operator must hold a practical test of the emergency response to specific potential major accidents with the participation of the appropriate emergency services. The specific scenario to be tested must be decided on in consultation with employees and the appropriate emergency services.

C2.4 The operator must take all steps necessary to arrange for the participation by the emergency services in the testing of the emergency plan.

C2.5 The operator must take all reasonably practicable steps to ensure that members of the community in areas identified in B2.2(e) and B2.2(f) above are made aware of the actions to take and procedures to follow in the case of a major accident. The communication methods used may include, but are not limited to, newsletters, information in the local paper, meetings with local residents and persons in control of the types of occupancies identified in B2.2(f).

C2.6 The emergency plan must be put into effect without delay if:

- (a) a major accident occurs, or
- (b) a near miss occurs which could reasonably be expected to lead to a major accident.

C2.7 Immediately after becoming aware of the likelihood of a major accident occurring, the operator of a major hazard facility must notify the emergency services.

C3 SAFETY REPORT

C3.1 An operator of a major hazard facility must review and update the safety report referred to in clause 175R(3)(d) of the OHS Regulation for the major hazard facility at least once every five years.

C3.2 A safety report updated under these conditions or updated by the operator on the operator's own initiative must be lodged with WorkCover as soon as possible after the revision is made.

C4 INFORMATION PROVISION

C4.1 The operator of a major hazard facility must ensure that:

- (a) any employees at the facility
- (b) any employee who is a member of an OHS committee
- (c) any OHS representative
- (d) any person elected by the persons employed at the place of work to represent a group of employees on health and safety matters, or
- (e) if the employees agree: an appropriate representative of an industrial organisation of employees

are informed of content of the major hazard facility's safety report, including any revision to the safety report, and that the safety report is readily accessible to those persons.

C4.2 The operator of a major hazard facility must ensure that the safety management system, the emergency plan and the security plan are readily accessible to people who have a duty under these systems or plans to the extent necessary for them to be able to discharge their duties.

C4.3 The operator of a major hazard facility must ensure that the safety management system, the emergency plan and the security plan are readily accessible to all non-employees working at the facility to the extent necessary for them to be able to discharge their duties safely.

C5 RE-NOTIFICATION

C5.1 The operator of a major hazard facility must ensure that WorkCover is provided with a further notification in accordance with clause 175G within 30 days if:

- (a) the quantity of any schedule 8 material exceeds by more than 10% the quantity listed for that material in the most recent notification provided by that facility, or
- (b) the AQR for the facility exceeds by more than 10% the AQR listed in the most recent notification provided by that facility.

PUBLIC LOTTERIES ACT 1996

LOTTO – APPROVAL OF RULES

I, the Honourable GRAHAM WEST, M.P., Minister for Gaming and Racing and Minister for Sport and Recreation, 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.

Dated this 1st day of July 2008.



GRAHAM WEST, M.P.,
Minister for Gaming and Racing
and Minister for Sport and Recreation

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 8 July 2008. These Rules supersede the Rules notified previously in the Government Gazette.



RULE 1 DEFINITIONS

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

- (i) "Act" means the Public Lotteries Act 1996;
- (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of Lotto) and Subscriptions for Games of Lotto;
- (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Lotto and Games of Promotional Lotto conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
- (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of games of Lotto;
- (v) "Ancillary Fee" means a fee which the Chief Executive Officer of the Licensee may from time to time authorise a Direct Mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a subscription;
- (vi) "Approved" means approved in writing by the Minister;
- (vii) "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 Form) wherein:
 - (1) The selection of Numbers is made by way of a Computer Linked Terminal; or
 - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee
- (viii) "Bounded Area" means the area indicated as such by the symbols  or  "on the relevant Entry Form containing Numbers;
- (ix) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3 (f);

- (x) "Commission" means the amounts which the Licensee is Approved to charge the Player or Syndicate for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry but which does not include a charge determined in accordance with Condition 17 (c) of the Licence;
- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents 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;
- (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 or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of Lotto;
 - (2) a Syndicate Entry and a Syndicate Player's Syndicate Entry Share in a Game of Lotto: and
 - (3) where appropriate a Player's entry in a Game of Promotional Lotto
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Direct Mail Agent" means an Agent, 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 outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiv) "Director" means a Director of the Board of Directors of the Licensee;
- (xv) "Double Up" means an enhancement to the Monday Competition and Wednesday Competition whereby a Player who pays the additional Fee, enters Double Up in accordance with these Rules, is issued with a Ticket and is entitled to receive a Prize determined in accordance with Rule 12(g);
- (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 drawn 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 drawn 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 where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (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 Form or Automatic Entry, which (subject to Rule 6(g)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xxi) "Entry Form" means the Approved form to be completed by a Player or a Syndicate Player wishing to use this form of entry to enter a Game of Lotto and/or a Game of Promotional Lotto;
- (xxii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
 - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
 - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
 - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxiii) "Fee" means the sum of the Commission and Subscription;
- (xxiv) "Game of Lotto" means a competition styled as "Lotto" under the Act and may include Double Up, but does not include Games of Promotional Lotto;
- (xxv) "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 or Commission or a Syndicate Share Fee is charged;
- (xxvi) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;

- (xxvii) "Jackpot Competition" means the next drawing of a Game of Lotto (other than a Second Drawing), as approved by the Licensee, following the drawing of a Game of Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12(e) Division 1(i) or Rule 12(f) Division 1(i);
- (xxviii) "Licence" means the Licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxix) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxx) "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;
- (xxxi) "Mark" means the drawing of a vertical line "I" within a Bounded Area  or a cross "X" within a Bounded Area  in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxii) "Minister" means the Minister for the time being administering the Act;
- (xxxiii) "Monday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxxiv) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxvi) "Multi-Week Entry" means the Entry referred to in Rule 10;
- (xxxvii) "Numbers" has the same meaning as section 5 of the Act;
- (xxxviii) "Panel" means a separate matrix on an Entry Form containing the Numbers from 1 to 45 in arithmetical sequence in the Monday Competition, Wednesday Competition and Saturday Competition;
- (xxxix) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct games of Lotto under a corresponding law;
- (xl) "Player" means a person who:
- (1) has paid the correct Subscription for a valid Entry; and

- (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;

- (xli) "Prize" means any Prize determined in accordance with Rule 12;
- (xlii) "Prize Fund" means an account established under section 27 of the Act and known as the Lotto Prize Fund Account;
- (xliii) "Prize Pool" means:
- (i) the amount allocated for the payment of Prizes, not including Double Up Prizes, being a minimum of fifty five percent (55%) of Subscriptions, not including Double Up Subscriptions, received for a particular Game of Lotto; and
 - (ii) the amount allocated from Double Up Subscriptions for the payment of Double Up Prizes in the Monday Competition and Wednesday Competition;
- (xliv) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xlv) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee 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) "Rules" means these Rules made under the Public Lotteries Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (li) "Saturday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Saturday of each week;

- (lii) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto in accordance with the Rules;
- (liii) "Standard Entry" means the Entry referred to in Rule 8;
- (liv) "Subscription" means the amounts Approved, excluding Commission and any amount determined in accordance with the Licence, which a Player or Syndicate shall be charged for an Entry;
- (lv) "Supplementary Numbers" in relation to a Game of Lotto means the seventh and eighth Numbers drawn for each Game of Lotto;
- (lvi) "Syndicate Entry" means an Entry which is prescribed in:
 - (1) column 3 of Schedule 4; or
 - (2) column 3 of Schedule 5;
- (lvii) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 4; or
 - (2) column 4 of Schedule 5;
- (lviii) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (lix) "Syndicate Share Fee" means the amount specified in:
 - (1) Column 5 of Schedule 4; or
 - (2) Column 5 of Schedule 5;
- (lx) "Systems Entry" means the Entry referred to in Rule 9;
- (lxi) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the Subscription 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 Entry Share in a Game of Lotto, and which:
 - (1) contains Entry or Syndicate Entry details; and
 - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and

- (3) may include other particulars as determined by the Licensee;
 - (lxii) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
 - (lxiii) "Wednesday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
 - (lxiv) "Winning Numbers" in relation to a Game of Lotto (including a Second Drawing) means the first six numbers drawn for each 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 DRAWINGS OF GAMES OF LOTTO AND
 CONDUCT OF GAMES OF PROMOTIONAL LOTTO**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, 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) Games of Lotto will be drawn on Monday, Wednesday and Saturday of each week unless the Licensee determines otherwise.
- (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 and Syndicate Players.

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.

- (e) 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.
- (f) 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.
- (g) A Game of Promotional Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) A ticket in a Game of Promotional Lotto may include one or more Prizes to be won on the same ticket.
- (l) 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 Form 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 Form and Ticket these Rules shall prevail.
- (c) Where the context permits, 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) An Agent, including a Direct Mail Agent, has no authority to bind the Licensee in contract or otherwise.
- (f) 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.
- (g) 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).
- (h) These Rules will be displayed and made available for inspection at each Agency.

RULE 4 OBJECT

The Object of the Game of Lotto is to select six (6) Numbers in a Panel, which Numbers are the same as the Winning Numbers.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of Lotto, before the Drawing of that Game of Lotto;
 - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment;
 - (ii) a valid Ticket must have issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate Entry 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 Subscription or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Entry Share.
- (b) Any Ticket issued shall be subject to Rule 6(g) hereof.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Form shall consist of Panels that must be completed by the Player in the numerical order shown on the said form commencing with the top left hand Panel. A Player or Syndicate Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player or Syndicate Player claiming a resultant Prize may not be entitled to payment of the Prize.

- (b) Where an Entry Form is used to effect an Entry or a Syndicate Entry Share, each Number selected must be Marked.
- (c) Each Entry Form for the Monday Competition, Wednesday Competition and Saturday Competition will contain Bounded Areas "Mon", "Wed" and "Sat". An Entry or Syndicate Entry Share in the Monday Competition and/or Wednesday Competition and/or Saturday Competition must be effected by Marking "Mon" and/or "Wed" and/or "Sat" on the Entry Form. An Entry or Syndicate Entry Share in the Monday Competition only must be effected by Marking "Mon" on the Entry Form. An Entry or Syndicate Entry Share in the Wednesday Competition only must be effected by Marking "Wed" on the Entry Form. An Entry or Syndicate Entry Share in the Saturday Competition only must be made by Marking "Sat" on the Entry Form. In the case of an Entry submitted by post, if none of "Mon", "Wed" or "Sat" is Marked on the Entry Form the Chief Executive Officer shall determine the Competition(s) in which entry shall be effected.
- (d) Each Entry Form will contain a Bounded Area to enter Double Up in respect of the Monday Competition and/or the Wednesday Competition. Where an Entry Form is used to effect a Double Up Entry, the Double Up Bounded Area must be Marked.
- (e) A completed Entry Form or any other approved Entry completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Entry Form or other approved Entry at the time of presentation to the Agent for processing.
- (f) Subject to paragraph (h) 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 Entry details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Entry, 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 Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been taken by the Player or Syndicate Player from the Agent.
- (g) 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.
- (h) Subject to Rule 19m, a Player may return a Ticket and request that it be cancelled by an Agent. The Agent shall cancel the Ticket on that day provided it is returned on the day of purchase, to the place of purchase and prior to the Drawing of the Game of Lotto entered.

- (i) An Agent who has sold a Ticket may cancel a Ticket, with the approval of the Licensee, on the day of purchase of the Ticket, prior to the Drawing of the Game of Lotto entered. When a Ticket has been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, paid in respect of such Ticket. A cancelled Ticket shall be void and no Prize shall be payable by the Licensee in respect of such Ticket.
- (j) The Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the Drawing of the Game of Lotto entered effect a cancellation of a Ticket at the Licensee's central processing computer equipment host site. When a Ticket has been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, paid in respect of such Ticket. A cancelled Ticket shall be void and no Prize shall be payable by the Licensee in respect of such Ticket.
- (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 an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent 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 Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket
- (l) Where Numbers in a Game of Lotto have been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Subscription or Syndicate Entry Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of selling for the Drawing in respect of that Game of Lotto; and
- (ii) such Agent has failed to cancel the Numbers before the Drawing;
- then
- the Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Numbers and in such case, for the purposes of these Rules, such Agent shall be considered:
- (iii) to have paid the Subscription or Syndicate Share Fee, as the case may; and
- (iv) shall be considered a Player or Syndicate Player as the case may be; and
- (v) shall be the holder of the Entry or Syndicate Entry Share, as the case may be.
- (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 Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or a Ticket. Entry into a Game of Lotto by a Player with a Direct Mail Agent does not exempt the Player from being bound by these Rules and a Player utilising a Direct Mail Agent to submit an Entry Form shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form, the issue of any Ticket and the payment of any Prize.
- (o) Neither the Licensee nor an Agent 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.
- (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.
- (q) Where an Automatic Entry is made the Subscription and Commission shall be calculated in the manner envisaged by Rules 8, 9 and 10.

RULE 7 COMMISSION

The Licensee is Approved to charge a Player or Syndicate Commission in the amounts specified in these Rules in Schedule 1 in respect of the Monday Competition and Wednesday Competition and in Schedule 2 in respect of the Saturday Competition. 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 Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission. A separate Commission component, specified in Schedule 3, is payable if the Player enters Double Up.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers which may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Standard Entry, six (6) Numbers shall have been Marked in each Panel completed on that form.
- (c) For a Double Up Entry to be made in respect of a Standard Entry the appropriate Bounded Area on an Entry Form must have been Marked.
- (d) No fewer than four (4) Panels must be completed on an Entry Form in respect of each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form. Any additional Panels Marked on an Entry Form must be completed in multiples of two (2) in numerical order.
- (e) The Subscription for each Standard Entry, not including Double Up, shall be:
 - (i) In respect of both the Monday Competition and Wednesday Competition, \$2.40 where four (4) Panels have been Marked on an Entry Form and \$1.20 for each set of two (2) additional Panels selected on that form.

- (ii) In respect of both the Monday Competition and Saturday Competition, \$3.20 where four (4) Panels have been Marked on an Entry Form and \$1.60 for each set of two (2) additional Panels selected on that form.
 - (iii) In respect of both the Wednesday Competition and Saturday Competition, \$3.20 where four (4) Panels have been Marked on an Entry Form and \$1.60 for each set of two (2) additional Panels selected on that form.
 - (iv) In respect of the Monday Competition, Wednesday Competition and Saturday Competition, \$4.40 where four (4) Panels have been Marked on an Entry Form and \$2.20 for each set of two (2) additional Panels selected on that form.
 - (v) In respect of either the Monday Competition or Wednesday Competition, \$1.20 where four (4) Panels have been Marked on an Entry Form and 60c for each set of two (2) additional Panels selected on that form.
 - (vi) In respect of the Saturday Competition, \$2.00 where four (4) Panels have been Marked on an Entry Form and \$1.00 for each set of two (2) additional Panels selected on that form.
- (f) Where a Double Up Entry is made in respect of a Standard Entry then the Subscription shall be an additional \$0.15 per Panel Marked on an Entry Form for each Drawing.
 - (g) If more than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.
 - (h) If less than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post entry into a Game of Lotto shall not take effect and the Licensee shall return the Entry Form together with any Fees therewith to the Player.

RULE 9 SYSTEMS ENTRY

- (a) A Systems Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Systems Entry, more than six (6) Numbers shall be Marked in a Panel; so that seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers may be Marked in a Panel on that form.
- (c) A Player electing to enter Double Up in respect of a Systems Entry on an Entry Form must Mark the appropriate Bounded Area on that form.
- (d) Only one (1) system may be selected in respect of a Systems Entry, and where effected on an Entry Form shall be made by Marking the appropriate

Bounded Area on the Entry Form. That system shall apply to all Panels completed on that Entry Form.

- (e) Where a Systems Entry is effected by an Entry Form, the Numbers shall be Marked on that Entry Form in accordance with the system selected. In each Panel completed the following shall be Marked:

System 7 - seven (7) Numbers

System 8 - eight (8) Numbers

System 9 - nine (9) Numbers

System 10 - ten (10) Numbers

System 11 - eleven (11) Numbers

System 12 - twelve (12) Numbers

System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers

System 15 - fifteen (15) Numbers

System 16 - sixteen (16) Numbers

System 17 - seventeen (17) Numbers

System 18 - eighteen (18) Numbers.

- (f) In respect of a Syndicate Entry where an Entry Form is used:

(i) more than nine (9) Numbers shall be Marked in a Panel in respect of a Systems Entry; so that ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on an Entry Form; and

(ii) the appropriate Bounded Area shall be Marked on the Entry Form to select the particular system; and

(iii) only one (1) system may be selected on an Entry Form in respect of a Systems Entry. That system shall apply to all Panels completed on that Entry Form; and

(iv) the Numbers on an Entry Form in respect of a Systems Entry shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

System 10 - ten (10) Numbers

System 11 - eleven (11) Numbers

System 12 - twelve (12) Numbers

System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers

System 15 - fifteen (15) Numbers

System 16 - sixteen (16) Numbers

System 17 - seventeen (17) Numbers

System 18 - eighteen (18) Numbers.

- (g) Notwithstanding any other provision in these Rules, where a Mark on an Entry Form in respect of a Systems Entry which has been forwarded to the Licensee by post has not been made in accordance with Rule 9(d), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rules 9(e) and 9(f), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Systems Entry and interpret any selections on the Entry Form in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Systems Entry shall be included in that Game of Lotto and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (h) Any number of Panels up to the total number of Panels on the Entry Form may be completed on that Entry Form in respect of a Systems Entry in numerical order.
- (i) The Subscriptions for a Systems Entry are:
- (i) in respect of an Entry into both the Monday Competition and Wednesday Competition where Double Up is not selected:

System Number	Equivalent Number of Standard Panels entered in both the Monday and Wednesday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	4.20	7
8	28	16.80	8
9	84	50.40	9
10	210	126.00	10
11	462	277.20	11
12	924	554.40	12
13	1716	1,029.60	13
14	3003	1,801.80	14
15	5005	3,003.00	15
16	8008	4,804.80	16
17	12376	7,425.60	17
18	18564	11,138.40	18

- (ii) in respect of an Entry into either the Monday Competition or Wednesday Competition where Double Up is not selected:

Equivalent Number of Standard	Number of Bounded
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be System Number	Panels entered in the Monday or Wednesday Competition	Subscription per Panel \$	Areas to Marked in each Panel
7	7	2.10	7
8	28	8.40	8
9	84	25.20	9
10	210	63.00	10
11	462	138.60	11
12	924	277.20	12
13	1716	514.80	13
14	3003	900.90	14
15	5005	1,501.50	15
16	8008	2,402.40	16
17	12376	3,712.80	17
18	18564	5,569.20	18

(iii) in respect of an Entry into the Monday Competition and Wednesday Competition and Saturday Competition where Double Up is not selected:

System Number	Equivalent Number of Standard Panels entered in the Monday, Wednesday and Saturday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	7.70	7
8	28	30.80	8
9	84	92.40	9
10	210	231.00	10
11	462	508.20	11
12	924	1,016.40	12
13	1716	1,887.60	13
14	3003	3,303.30	14
15	5005	5,505.50	15
16	8008	8,808.80	16
17	12376	13,613.60	17
18	18564	20,420.40	18

(iv) in respect of an Entry into the Monday Competition and Saturday Competition where Double Up is not selected:

System Number	Equivalent Number of Standard Panels entered in the Monday and Saturday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
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7	7	5.60	7
8	28	22.40	8
9	84	67.20	9
10	210	168.00	10
11	462	369.60	11
12	924	739.20	12
13	1716	1,372.80	13
14	3003	2,402.40	14
15	5005	4,004.00	15
16	8008	6,406.40	16
17	12376	9,900.80	17
18	18564	14,851.20	18

- (v) in respect of an Entry into the Wednesday Competition and Saturday Competition where Double Up is not selected:

System Number	Equivalent Number of Standard Panels entered in the Wednesday and Saturday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	5.60	7
8	28	22.40	8
9	84	67.20	9
10	210	168.00	10
11	462	369.60	11
12	924	739.20	12
13	1716	1,372.80	13
14	3003	2,402.40	14
15	5005	4,004.00	15
16	8008	6,406.40	16
17	12376	9,900.80	17
18	18564	14,851.20	18

(vi) in respect of an Entry into the Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in the Saturday Competition	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	3.50	7
8	28	14.00	8
9	84	42.00	9
10	210	105.00	10
11	462	231.00	11
12	924	462.00	12
13	1716	858.00	13
14	3003	1,501.50	14
15	5005	2,502.50	15
16	8008	4,004.00	16
17	12376	6,188.00	17
18	18564	9,282.00	18

- (j) Where the Player has selected Double Up consistent with Rule 9(i)(i), (ii), (iii), (iv) and (v), the additional Subscription payable shall be \$0.15 for each equivalent number of Standard Panels for each competition entered.

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used to enter Double Up in respect of a Multi-Week Entry, the appropriate Bounded Area on the Entry Form must be Marked.

- (c) A Multi-Week Entry may be made in respect of any of the consecutive Games of Lotto prescribed in Rule 10 (e).
- (d) Either a Standard Entry or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (e) A Multi-Week Entry may be made in:
 - (i) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions;
 - (ii) Two (2), five (5), ten (10) or twenty five (25) consecutive Wednesday Competitions;
 - (iii) Two (2), five (5), ten (10) or twenty five (25) consecutive Saturday Competitions;
 - (iv) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions and Wednesday Competitions or Wednesday Competitions and Monday Competitions;
 - (v) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions, Wednesday Competitions and Saturday Competitions or Wednesday Competitions, Saturday Competitions and Monday Competitions or Saturday Competitions, Monday Competitions and Wednesday Competitions; and
 - (vi) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions and Saturday Competitions or Saturday Competitions and Monday Competitions or Saturday Competitions and Wednesday Competitions or Wednesday Competitions and Saturday Competitions.
- (f) Where an Entry Form is used in respect of a Multi-Week Entry, the number of consecutive Games of Lotto to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
- (g) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(f), the Multi-Week Entry Form shall be taken to be an Entry:
 - (i) in respect of the Monday Competition and Wednesday Competition where "Mon" and "Wed" have been Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions and Wednesday Competitions or Wednesday Competitions and Monday Competitions; or
 - (ii) in respect of the Monday Competition and Saturday Competition where "Mon" and "Sat" have been Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions and Saturday Competitions or Saturday Competitions and Monday Competitions; or
 - (iii) in respect of the Wednesday Competition and Saturday Competition where "Wed" and "Sat" have been Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive

Wednesday Competitions and Saturday Competitions or Saturday Competitions and Wednesday Competitions; or

- (iv) in respect of the Monday Competition, Wednesday Competition and Saturday Competition where "Mon", "Wed" and "Sat" have been Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions, Wednesday Competitions and Saturday Competitions or two (2) consecutive Wednesday Competitions, Saturday Competitions and Monday Competitions or two (2) consecutive Saturday Competitions, Monday Competitions and Wednesday Competitions; or
- (v) in respect of the Monday Competition, Wednesday Competition and Saturday Competition where "Mon" or "Wed" or "Sat" has been Marked or is taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions or Wednesday Competitions or Saturday Competitions.
- (h) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry in the Monday Competitions, Wednesday Competitions and Saturday Competitions, or the Monday Competitions and/or Wednesday Competitions and/or Saturday Competitions multiplied by the number of consecutive Games of Lotto in which the Entry is made under this Rule 10 (e) or (g). If a Player has selected Double Up consistent with this Rule 10 (e) (i) or (e) (ii) or (e) (iv) or (e) (v) or (e) (vi) then the additional Subscription shall be \$0.15 for each equivalent number of Standard Panels entered multiplied by the number of consecutive Games of Lotto in which the Entry is made under Rules 10 (e) or 10 (g).

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:
 - (i) an Agent; or

- (ii) a Direct Mail Agent; or
 - (iii) except as provided in Rule 19 n, by post in accordance with paragraphs (i), (l) and (m) of this Rule 11 provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) The correct Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to a Direct Mail Agent or to the Licensee in respect of an Entry or Syndicate Entry;
- (e) The form of payment of the 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 this Rule 11(f) (i) should be addressed:-

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY 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 Form are taken to be made or given exclusively by the Player in respect of an Entry, or the Syndicate Player in respect of a Syndicate Entry.
- (h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry 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 Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing of the first Monday Competition or Wednesday Competition or Saturday Competition relating to that Entry or Syndicate Entry. For the purposes of this paragraph an Entry or Syndicate 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 Rules 6(h), 19(e) and 19(f) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.

(k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY NSW 2127

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

(l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be processed before the Drawing of the first Monday Competition and/or Wednesday Competition and/or Saturday Competition for which it has been received. The Licensee will post the said form and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

(m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.

(n) 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 (n)(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, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

RULE 12 DETERMINATION OF PRIZES

- (a) Prizes, not including Double Up 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 (e), Division 1, Division 2, Division 3, Division 4 and Division 5, and Rule 12 (f), Division 1, Division 2, Division 3, Division 4 and Division 5. Double Up Prizes shall be paid by the Licensee from the Prize Pool in accordance with Rule 12(g).
- (b) 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.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12(c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) Monday and Wednesday Competitions

In respect of the Monday Competition and Wednesday Competition, 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 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 Division 1 (ii) of this paragraph (e) 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 50% 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 all six (6) of the Winning Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 50% 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, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) of the Winning Numbers in the Jackpot Competition.

Division 2 -

A Prize of an amount equal to 3.7% 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 six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 6.8% of the Prize Pool, or where there is no Prizewinner in Division 2, 10.5% 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 no more than (5) of the six (6) Winning Numbers.

Division 4 -

An amount equal to 17.0% of the Prize Pool shall be allocated to this Division, or

- (i) where there is no Prizewinner in Division 3, 23.8% of the Prize Pool; or
- (ii) where there are no Prizewinners in Divisions 2 and 3, 27.5% 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 six (6) Winning Numbers;

Division 5 -

A Prize of an amount equal to 22.5% of the Prize Pool, or

- (i) where there is no Prizewinner in Division 4, 39.5% of the Prize Pool; or
- (ii) where there are no Prizewinners in Divisions 3 and 4, 46.3% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 2, 3 and 4, 50% 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 six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

(f) Saturday Competition

In respect of the Saturday Competition, 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. Where there is no winner in any one division, subject to the provisions of Division 1 (ii) of this paragraph (f) 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 27.2% 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 all six (6) of the Winning Numbers.
- (ii)
 - (A) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 27.2% 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, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers in the Jackpot Competition;

- (B) Subject to Rule 12 (f) (ii) (C), in the event that there are no winners of the Jackpot Competition referred to in 12 (f) (ii) (A), the amount held in the Prize Fund applicable to that Jackpot Competition shall form part of the Division 1 Prize Pool for the next consecutive Game of Lotto;
- (C) In the event that there are no winners of the Division 1 Prize in the fourth (4th) consecutive Jackpot Competition, (being the fifth (5th)(th) consecutive Game of Lotto), then the amount held in the Prize Fund as the total prizemoney payable in respect of the fourth(4th) Jackpot Competition shall be added to the prizemoney 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 (f) (ii) (C), a Prize of an amount equal to 6.45% 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 six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 -

Subject to Rule 12 (f) (ii) (C), a Prize of an amount equal to 12.15% of the Prize Pool or, where there is no Prizewinner in Division 2, 18.6% 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 no more than five (5) of the six (6) Winning Numbers.

Division 4 -

Subject to Rule 12 (f) (ii) (C), a Prize of an amount equal to 20.85% of the Prize Pool; or

- (i) where there is no Prizewinner in Division 3, 33.0% of the Prize Pool; or
- (ii) where there are no Prizewinners in Divisions 2 and 3, 39.45% 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 six (6) Winning Numbers.

Division 5 -

Subject to Rule 12 (f) (ii) (C), a Prize of an amount equal to 33.35% of the Prize Pool; or

- (i) where there is no Prizewinner in Division 4, 54.2% of the Prize Pool; or

- (ii) where there are no Prizewinners in Divisions 3 and 4, 66.35% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 2, 3 and 4, 72.8% 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 six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

(g) Double Up

Where a Player has paid the additional Fee to enter into Double Up, and has won a Prize in accordance with Rule 12(e) Division 2, Division 3, Division 4 or Division 5, then the Player shall be entitled to receive an additional Prize equivalent to that Prize.

The Double Up arrangements do not apply to Rule 12 (e) Division 1.

(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 Licence, by means of a Second Drawing in any Game of Lotto whether following a Monday Competition, and/or Wednesday Competition and/or Saturday Competition, provided that:

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Competition, and/or Wednesday Competition and/or Saturday Competition or any combination thereof;
- (ii) an Entry or Syndicate Entry made in respect of the Monday Competition or the Wednesday Competition or the Saturday Competition shall be automatically entered into the Second Drawing in respect of that Monday Competition or Wednesday Competition or Saturday Competition 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 and shall be paid from the Prize Reserve Fund;
- (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 Competition and/or Wednesday Competition and/or Saturday Competition.
- (i) 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 (h)

Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (j) 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; and
 - (6) 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.
- (k) 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 PROVISIONAL PRIZE WINNERS AND PRIZE-WINNERS

- (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 the Provisional Prizes and the number of Provisional Prize Winners;
 - (iv) the value of Prizes and the number of Prize-winners in respect of Division 2, Division 3, Division 4 and Division 5; and
 - (v) the value of Prizes payable as Double Up Prizes and the number of Double Up Prize-winners.
- (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) Where appropriate the Licensee shall 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 AND PROVISIONAL Prizes

In relation to a Game of Lotto:

- (a)
- (i) Other than as provided for Registered Players and Registered Syndicate Players, any Provisional Prize (or in the case of a Syndicate Entry, a share of 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 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 Provisional Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Provisional Prize) exceeding \$10,000 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 the 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 or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, 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, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks 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 eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;
- (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 an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks;

- (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 Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by an Agent 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. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;
- (i) A:
 - (i) Registered Player or Registered 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) pursuant to Rule 14(b) and who has not been notified within five (5) days in accordance with Rule 14(b) and/or 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 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 Serial 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 \$1000.00 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 Player or Syndicate Player may fail to meet one or more of the elements (1) or (2) contained in Rules 1(a)(xxxix) or 1(a)(lviii) 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;
- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of 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 the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made 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 an Agent or by mail direct to:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive

HOMEBUSH BAY 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 an Agent 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(g) or Rule 12(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;
- (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.
- (ab) 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.
- (ac) 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(n)(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 the claimant has complied with all conditions relating to the Game of Promotional Lotto advertised under Rule 12(k)(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) a Ticket may have issued; or
 - (ii) a Drawing has occurred in respect of a Ticket;

an Entry or a Syndicate Entry 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

Entry 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 Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
 - (ii) the Player or Syndicate Player has defaulted in payment of any previous 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 Entry Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Subscription 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 Entry Share.

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 Agent 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 Agent and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent 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 Form 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 Form 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 Agent or an employee, servant or contractor of the Agent in respect of:
 - (1) the processing of an Entry Form;
 - (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 an Agent or an employee, servant or contractor of an Agent or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Agent and every Employee of an Agent 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 Form 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 Form or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, 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 Agent, and each and every Employee of the Licensee or an Agent, 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 Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto, an Agent 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, an Agent 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 an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent 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 agent 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

- (a) The Lotto Rules made pursuant to the Lotto 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 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.

RULE 19 A SYNDICATE ENTRY

- (a) An Entry as specified in column 1 of Schedule 4 and Schedule 5 shall be a Syndicate Entry if specified in, respectively:
- (i) column 3 of Schedule 4; or
 - (ii) column 3 of Schedule 5.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in:
- (i) column 4 of Schedule 4; or
 - (ii) column 4 of Schedule 5.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
- (i) column 5 of Schedule 4; or
 - (ii) column 5 of Schedule 5.
- (d) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Entry Share purchased by the Syndicate Player.

- (e) Before the Agent sells a Syndicate Entry Share in a Syndicate Entry the Agent must by means of the Computer Linked Terminal direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the Syndicate Entry nominated by the Agent.
- (f) An Agent who has directed the Licensee's central processing computer equipment pursuant to rule 19(e) may also direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the nominated Syndicate Entry which sale may be effected by the Agent and also by other Agents nominated by the Agent.
- (g) Where no Syndicate Entry Share has been sold in a Syndicate Entry in respect of which the Agent has made a direction in accordance with Rule 19(e) that Syndicate Entry:
 - (i) is not eligible to be entered into a Game of Lotto;
 - (ii) shall not be included in a Drawing; and
 - (iii) is not entitled to receive any Prize.
- (h) For the sake of clarity, no person or other legal entity is entitled to receive a Prize in the event of the occurrence of the circumstances specified in Rule 19(g).
- (i) Where at least one (1) but not all Syndicate Entry Shares have been sold in respect of a Syndicate Entry before the Drawing of the Game of Lotto into which the Syndicate Entry is entered the Agent responsible for directing the central processing computer equipment pursuant to Rule 19(e) in respect of that Syndicate Entry shall be solely liable for and shall pay to the Licensee all Syndicate Entry Share Fees which have not been paid in respect of the unsold Syndicate Entry Shares in the Syndicate Entry and in such case, for the purposes of these Rules, and in relation to such unsold Syndicate Entry Share or Shares, the Agent shall be considered to be the Syndicate Player. In these circumstances the Syndicate Entry shall be:
 - (i) eligible to be entered into the Game of Lotto;
 - (ii) be included in the Drawing; and
 - (iii) be entitled to receive any Prize.
- (j) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares other than the Syndicate Share Fee.
- (k) Upon payment of the Syndicate Share Fee in respect of a Syndicate Entry Share a Syndicate Player shall be entitled to receive a Ticket.
- (l) Each Syndicate Entry Share shall have the same Numbers as the Syndicate Entry nominated by the Agent pursuant to Rule 19(e).
- (m) An Agent may cancel a Ticket in respect of a Syndicate Entry Share sold by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased and prior to the Drawing, and provided at least one (1)

Syndicate Entry Share remains unsold in respect of the relevant Syndicate Entry. (review with Rule 6(g))

- (n) A Syndicate Entry Share may not be purchased by post from the Licensee.

SCHEDULE 1
Lotto Commission - Monday and/or Wednesday Competitions - excluding Double Up

Entry Type		Monday or Wednesday entry	Monday and Wednesday entry
Standard			
	(4 games)	\$0.20	\$0.30
	(6 games)	\$0.25	\$0.35
	(8 games)	\$0.30	\$0.40
	(10 games)	\$0.35	\$0.45
	(12 games)	\$0.40	\$0.50
	(14 games)	\$0.45	\$0.55
	(16 games)	\$0.55	\$0.65
	(18 games)	\$0.65	\$0.75
	(24 games)	\$0.75	\$0.85
	(30 games)	\$0.85	\$0.95
	(36 games)	\$1.20	\$1.30
System			
	7	\$0.25	\$0.35
	8	\$0.60	\$0.70
	9	\$1.00	\$1.30
	10	\$2.00	\$2.50
	11	\$4.40	\$5.40
	12	\$7.80	\$10.30
	13	\$12.20	\$15.20
	14	\$20.10	\$25.10
	15	\$32.50	\$40.00
	16	\$54.60	\$65.60
	17	\$81.20	\$95.20
	18	\$140.80	\$160.80
Multiweek Standard			
	<i>(No. of Weeks)</i>		
(4 games)	2	\$0.30	\$0.40
	5	\$0.45	\$0.55
	10	\$0.85	\$0.95
	25	\$1.30	\$1.40
(6 games)	2	\$0.35	\$0.45
	5	\$0.50	\$0.60
	10	\$0.90	\$1.00
	25	\$1.35	\$1.50
(8 games)	2	\$0.40	\$0.50
	5	\$0.55	\$0.65
	10	\$0.95	\$1.05
	25	\$1.40	\$1.60

(10 games)	2	\$0.45	\$0.55
	5	\$0.60	\$0.70
	10	\$1.00	\$1.10
	25	\$1.45	\$1.70
(12 games)	2	\$0.50	\$0.60
	5	\$0.65	\$0.75
	10	\$1.05	\$1.15
	25	\$1.50	\$1.80
(14 games)	2	\$0.55	\$0.65
	5	\$0.70	\$0.80
	10	\$1.10	\$1.20
	25	\$1.55	\$1.90
(16 games)	2	\$0.65	\$0.80
	5	\$0.80	\$1.00
	10	\$1.30	\$1.40
	25	\$1.80	\$2.10
(18 games)	2	\$0.75	\$0.90
	5	\$0.90	\$1.15
	10	\$1.50	\$1.60
	25	\$2.00	\$2.40
(24 games)	2	\$0.90	\$1.00
	5	\$1.10	\$1.30
	10	\$1.70	\$2.00
	25	\$2.60	\$2.95
(30 games)	2	\$1.10	\$1.20
	5	\$1.40	\$1.60
	10	\$2.00	\$2.30
	25	\$3.30	\$3.70
(36 games)	2	\$1.40	\$1.50
	5	\$1.80	\$2.00
	10	\$2.40	\$2.90
	25	\$4.00	\$4.40
Multiweek Systems	(No. of Weeks)		
Systems 7	2	\$0.35	\$0.50
	5	\$0.50	\$0.70
	10	\$1.00	\$1.10
	25	\$2.00	\$2.20

Systems 8	2	\$0.80	\$1.00
	5	\$1.20	\$1.40
	10	\$2.40	\$2.80
	25	\$4.80	\$5.60
Systems 9	2	\$1.30	\$1.60
	5	\$1.80	\$2.00
	10	\$3.60	\$4.00
	25	\$6.00	\$6.80
Systems 10	2	\$2.20	\$2.65
	5	\$2.50	\$2.90
	10	\$5.00	\$5.50
	25	\$7.50	\$8.20
Systems 11	2	\$5.00	\$5.90
	5	\$6.00	\$6.50
	10	\$11.00	\$11.50
	25	\$16.50	\$17.50
Systems 12	2	\$8.80	\$11.00
	5	\$10.00	\$12.00
	10	\$15.00	\$17.00
	25	\$22.00	\$25.00
Systems 13	2	\$14.00	\$16.60
	5	\$16.00	\$18.50
	10	\$23.00	\$25.00
	25	\$36.00	\$40.00
Systems 14	2	\$21.40	\$26.80
	5	\$23.00	\$29.00
	10	\$34.00	\$40.00
	25	\$52.00	\$58.00
Systems 15	2	\$33.80	\$42.20
	5	\$36.00	\$45.00
	10	\$46.00	\$55.00
	25	\$59.00	\$68.00

Systems 16	2	\$57.00	\$67.50
	5	\$60.00	\$70.00
	10	\$80.00	\$90.00
	25	\$105.00	\$115.00
Systems 17	2	\$88.00	\$104.00
	5	\$100.00	\$115.00
	10	\$120.00	\$135.00
	25	\$160.00	\$175.00
Systems 18	2	\$148.00	\$172.00
	5	\$160.00	\$190.00
	10	\$180.00	\$220.00
	25	\$210.00	\$250.00

SCHEDULE 2
Lotto Commission - Saturday Competition

	Entry Type	Saturday Entry
Standard		
	(4 games)	\$0.30
	(6 games)	\$0.40
	(8 games)	\$0.50
	(10 games)	\$0.60
	(12 games)	\$0.70
	(14 games)	\$0.80
	(16 games)	\$0.90
	(18 games)	\$1.00
	(24 games)	\$1.35
	(30 games)	\$1.70
	(36 games)	\$1.90
System		
	7	\$0.50
	8	\$1.10
	9	\$2.20
	10	\$4.00
	11	\$8.25
	12	\$14.40
	13	\$24.00
	14	\$40.95
	15	\$67.90
	16	\$112.00
	17	\$164.00
	18	\$275.40
Multiweek Standard		
	<i>(No. of Weeks)</i>	
(4 games)	2	\$0.60
	5	\$1.30
	10	\$2.60
	25	\$5.20
(6 games)	2	\$0.80
	5	\$1.80
	10	\$3.60
	25	\$7.20
(8 games)	2	\$1.00
	5	\$2.30
	10	\$4.60
	25	\$9.20

(10 games)	2	\$1.20
	5	\$2.80
	10	\$5.60
	25	\$11.20
(12 games)	2	\$1.40
	5	\$3.30
	10	\$6.60
	25	\$13.20
(14 games)	2	\$1.60
	5	\$3.80
	10	\$7.60
	25	\$15.20
(16 games)	2	\$1.80
	5	\$4.30
	10	\$8.60
	25	\$17.20
(18 games)	2	\$2.00
	5	\$4.80
	10	\$9.60
	25	\$19.20
(24 games)	2	\$2.70
	5	\$6.45
	10	\$12.90
	25	\$25.80
(30 games)	2	\$3.40
	5	\$8.10
	10	\$16.20
	25	\$32.40
(36 games)	2	\$4.40
	5	\$9.90
	10	\$19.00
	25	\$37.00

Multiweek Systems	(No. of Weeks)	
Systems 7	2	\$0.65
	5	\$1.00
	10	\$2.00
	25	\$4.00
Systems 8	2	\$1.50
	5	\$2.20
	10	\$4.25
	25	\$8.50
Systems 9	2	\$2.70
	5	\$3.30
	10	\$5.80
	25	\$11.70
Systems 10	2	\$4.40
	5	\$5.80
	10	\$9.60
	25	\$19.20
Systems 11	2	\$9.20
	5	\$11.40
	10	\$20.70
	25	\$40.00
Systems 12	2	\$17.40
	5	\$21.50
	10	\$41.80
	25	\$80.80
Systems 13	2	\$28.40
	5	\$37.20
	10	\$60.00
	25	\$120.30
Systems 14	2	\$46.50
	5	\$60.00
	10	\$112.50
	25	\$132.40

Systems 15	2	\$76.90
	5	\$97.10
	10	\$184.50
	25	\$212.80
Systems 16	2	\$131.00
	5	\$163.00
	10	\$223.40
	25	\$260.90
Systems 17	2	\$187.40
	5	\$234.00
	10	\$331.40
	25	\$358.00
Systems 18	2	\$312.40
	5	\$385.00
	10	\$614.50
	25	\$652.90

SCHEDULE 3
Lotto Double Up Commission

	Entry	Monday or Wednesday entry	Monday and Wednesday entry
Standard			
	(4 games)	\$0.05	\$0.10
	(6 games)	\$0.10	\$0.20
	(8 games)	\$0.15	\$0.30
	(10 games)	\$0.20	\$0.40
	(12 games)	\$0.25	\$0.50
	(14 games)	\$0.30	\$0.60
	(16 games)	\$0.35	\$0.70
	(18 games)	\$0.40	\$0.80
	(24 games)	\$0.50	\$1.00
	(30 games)	\$0.60	\$1.20
	(36 games)	\$0.70	\$1.30
System			
	7	\$0.15	\$0.30
	8	\$0.25	\$0.50
	9	\$0.40	\$0.80
	10	\$1.00	\$2.00
	11	\$2.00	\$4.00
	12	\$5.00	\$10.00
	13	\$9.00	\$18.00
	14	\$17.00	\$34.00
	15	\$25.00	\$50.00
	16	\$45.00	\$90.00
	17	\$65.00	\$130.00
	18	\$85.00	\$170.00
Multiweek Standard			
	<i>(No. of Weeks)</i>		
(4 games)	2	\$0.15	\$0.30
	5	\$0.40	\$0.80
	10	\$0.80	\$1.60
	25	\$1.20	\$2.40
(6 games)	2	\$0.20	\$0.40
	5	\$0.45	\$0.90
	10	\$0.85	\$1.70
	25	\$1.25	\$2.50
(8 games)	2	\$0.25	\$0.50
	5	\$0.50	\$1.00
	10	\$0.90	\$1.80
	25	\$1.30	\$2.60

(10 games)	2	\$0.30	\$0.60
	5	\$0.55	\$1.10
	10	\$0.95	\$1.90
	25	\$1.35	\$2.70
(12 games)	2	\$0.35	\$0.70
	5	\$0.60	\$1.20
	10	\$1.00	\$2.00
	25	\$1.40	\$2.80
(14 games)	2	\$0.40	\$0.80
	5	\$0.65	\$1.30
	10	\$1.05	\$2.10
	25	\$1.45	\$2.90
(16 games)	2	\$0.45	\$0.90
	5	\$0.70	\$1.40
	10	\$1.10	\$2.20
	25	\$1.50	\$3.00
(18 games)	2	\$0.50	\$1.00
	5	\$0.75	\$1.50
	10	\$1.15	\$2.30
	25	\$1.55	\$3.10
(24 games)	2	\$0.60	\$1.20
	5	\$0.90	\$1.80
	10	\$1.20	\$2.40
	25	\$1.60	\$3.20
(30 games)	2	\$0.75	\$1.50
	5	\$1.15	\$2.30
	10	\$1.60	\$3.20
	25	\$2.10	\$4.20
(36 games)	2	\$0.90	\$1.80
	5	\$1.40	\$2.90
	10	\$2.00	\$4.00
	25	\$2.60	\$5.20
Multiweek Systems	(No. of Weeks)		
Systems 7	2	\$0.20	\$0.40
	5	\$0.30	\$0.60
	10	\$0.60	\$1.20
	25	\$1.10	\$2.20

Systems 8	2	\$0.35	\$0.80
	5	\$0.60	\$1.20
	10	\$1.20	\$2.40
	25	\$2.20	\$4.40
Systems 9	2	\$0.70	\$1.40
	5	\$1.20	\$2.40
	10	\$2.40	\$4.80
	25	\$4.40	\$8.80
Systems 10	2	\$1.45	\$3.00
	5	\$2.20	\$4.40
	10	\$4.40	\$8.80
	25	\$7.40	\$14.80
Systems 11	2	\$2.80	\$5.60
	5	\$4.20	\$8.40
	10	\$8.40	\$16.80
	25	\$12.40	\$24.80
Systems 12	2	\$6.00	\$12.00
	5	\$8.20	\$16.40
	10	\$14.40	\$28.80
	25	\$19.40	\$38.80
Systems 13	2	\$10.80	\$22.00
	5	\$14.20	\$28.40
	10	\$22.40	\$44.80
	25	\$28.40	\$56.80
Systems 14	2	\$19.00	\$38.00
	5	\$22.20	\$44.40
	10	\$32.40	\$64.80
	25	\$40.40	\$80.80

Systems 15	2	\$27.00	\$54.00
	5	\$30.20	\$60.40
	10	\$42.40	\$84.80
	25	\$52.40	\$104.80
Systems 16	2	\$49.50	\$100.00
	5	\$55.20	\$110.40
	10	\$82.40	\$164.80
	25	\$102.40	\$204.80
Systems 17	2	\$71.00	\$142.00
	5	\$80.20	\$160.40
	10	\$122.40	\$244.80
	25	\$152.40	\$304.80
Systems 18	2	\$92.00	\$184.00
	5	\$105.20	\$210.40
	10	\$162.40	\$324.80
	25	\$202.40	\$404.80

SCHEDULE 4

LOTTO - Monday Competition or Wednesday Competition

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Shares	Syndicate Share Fee per panel (cost per Share)
System 10	\$65.00	System 10	5	\$13.00
System 10	\$65.00	System 10	10	\$6.50
System 11	\$143.00	System 11	5	\$28.60
System 11	\$143.00	System 11	10	\$14.30
System 11	\$143.00	System 11	20	\$7.15
System 12	\$285.00	System 12	5	\$57.00
System 12	\$285.00	System 12	10	\$28.50
System 12	\$285.00	System 12	20	\$14.25
System 12	\$285.00	System 12	30	\$9.50
System 13	\$527.00	System 13	5	\$105.40
System 13	\$527.00	System 13	10	\$52.70
System 13	\$527.00	System 13	20	\$26.35
System 14	\$921.00	System 14	5	\$184.20
System 14	\$921.00	System 14	15	\$61.40
System 14	\$921.00	System 14	30	\$30.70
System 15	\$1,534.00	System 15	10	\$153.40
System 15	\$1,534.00	System 15	26	\$59.00
System 16	\$2,457.00	System 16	5	\$491.40
System 16	\$2,457.00	System 16	10	\$245.70
System 16	\$2,457.00	System 16	15	\$163.80
System 16	\$2,457.00	System 16	20	\$122.85
System 16	\$2,457.00	System 16	30	\$81.90
System 16	\$2,457.00	System 16	60	\$40.95
System 16	\$2,457.00	System 16	70	\$35.10
System 17	\$3,794.00	System 17	5	\$758.80
System 17	\$3,794.00	System 17	10	\$379.40
System 17	\$3,794.00	System 17	20	\$189.70
System 17	\$3,794.00	System 17	40	\$94.85
System 17	\$3,794.00	System 17	56	\$67.75
System 18	\$5,710.00	System 18	5	\$1,142.00
System 18	\$5,710.00	System 18	10	\$571.00
System 18	\$5,710.00	System 18	20	\$285.50
System 18	\$5,710.00	System 18	40	\$142.75

SCHEDULE 5

LOTTO - Saturday Competition

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Shares	Syndicate Share Fee per panel (cost per Share)
System 10	\$109.00	System 10	5	\$21.80
System 10	\$109.00	System 10	10	\$10.90
System 10	\$109.00	System 10	20	\$5.45
System 11	\$239.25	System 11	5	\$47.85
System 11	\$239.25	System 11	11	\$21.75
System 11	\$239.25	System 11	15	\$15.95
System 12	\$476.40	System 12	6	\$79.40
System 12	\$476.40	System 12	8	\$59.55
System 12	\$476.40	System 12	12	\$39.70
System 12	\$476.40	System 12	24	\$19.85
System 13	\$882.00	System 13	5	\$176.40
System 13	\$882.00	System 13	10	\$88.20
System 13	\$882.00	System 13	15	\$58.80
System 13	\$882.00	System 13	20	\$44.10
System 13	\$882.00	System 13	30	\$29.40
System 13	\$882.00	System 13	40	\$22.05
System 14	\$1,542.45	System 14	7	\$220.35
System 14	\$1,542.45	System 14	13	\$118.65
System 14	\$1,542.45	System 14	21	\$73.45
System 14	\$1,542.45	System 14	39	\$39.55
System 15	\$2,570.40	System 15	7	\$367.20
System 15	\$2,570.40	System 15	14	\$183.60
System 16	\$4,116.00	System 16	5	\$823.20
System 16	\$4,116.00	System 16	10	\$411.60
System 16	\$4,116.00	System 16	16	\$257.25
System 16	\$4,116.00	System 16	20	\$205.80
System 16	\$4,116.00	System 16	28	\$147.00
System 16	\$4,116.00	System 16	40	\$102.90
System 16	\$4,116.00	System 16	56	\$73.50
System 17	\$6,352.00	System 17	5	\$1,270.40
System 17	\$6,352.00	System 17	10	\$635.20
System 17	\$6,352.00	System 17	16	\$397.00
System 17	\$6,352.00	System 17	20	\$317.60
System 17	\$6,352.00	System 17	40	\$158.80
System 17	\$6,352.00	System 17	80	\$79.40
System 18	\$9,557.40	System 18	6	\$1,592.90
System 18	\$9,557.40	System 18	12	\$796.45
System 18	\$9,557.40	System 18	17	\$562.20
System 18	\$9,557.40	System 18	34	\$281.10
System 18	\$9,557.40	System 18	51	\$187.40
System 18	\$9,557.40	System 18	68	\$140.55

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

I, the Honourable GRAHAM WEST, M.P., Minister for Gaming and Racing and Minister for Sport and Recreation, 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.

Dated this 1st day of July 2008.

GRAHAM WEST, M.P.,
Minister for Gaming and Racing
and Minister for Sport and Recreation

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 11 July 2008. These Rules supersede the Rules notified previously in the Government Gazette.

RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996;
 - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of Powerball) and Subscriptions for Games of Powerball;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Powerball conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of Powerball;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer of the Licensee may from time to time authorise a Direct Mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a subscription;
 - (vi) "Approved" means approved in writing by the Minister;
 - (vii) "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 Form) wherein the selection of Number is made by way of a Computer Linked Terminal;
 - (viii) "Bounded Area" means the area indicated as such by the symbols "◇" or "□" on the relevant Entry Form containing Numbers;
 - (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(f);

- (ix) "Commission" means the amounts which the Licensee is Approved to charge the Player or Syndicate for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry to a Game of Powerball but which does not include a charge determined in accordance with Condition 16 (c) of the Licence;
- (x) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents 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 or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of Powerball;
 - (2) a Syndicate Entry;
 - (3) a Syndicate Player's Syndicate Entry Share in a Game of Powerball; and
 - (4) where appropriate a Player's entry in a game of Promotional Powerball
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xii) "Direct Mail Agent" means an Agent, 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 outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "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;
- (xv) "Drawing Date" in relation to a Game of Powerball means the date on which the Winning Numbers are drawn 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 drawn in respect of a Second Drawing of a Game of Powerball;

- (xvi) "Drawing Devices" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xvii) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xviii) "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 Form or Automatic Entry, which (subject to Rule 6(e)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xix) "Entry Form" means the approved form to be completed by a Player or a Syndicate Player wishing to use this form of entry to enter a Game of Powerball and/or Game of Promotional Powerball;
- (xx) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
 - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
 - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
 - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxi) "Fee" means the sum of the Commission and Subscription;
- (xxii) "Game of Powerball" means a competition styled as "Powerball" conducted under the Act but does not include Games of Promotional Powerball;
- (xxiii) "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;
- (xxiv) "Game Panel" in relation to a Game of Powerball consists of two Panels, an upper Panel and a lower Panel.
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;

- (xxvi) "Jackpot Competition" means the Game of Powerball drawn on the seventh day, or such other day as the Minister may direct, after any Drawing, (other than a Second Drawing) including the drawing of a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 12(e) Division 1(i);
- (xxvii) "Licence" means the License granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxviii) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxix) "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;
- (xxx) "Mark" means the drawing of a vertical line "I" within a Bounded Area  or a cross "X" within a Bounded Area  in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxi) "Minister" means the Minister for the time being administering the Act;
- (xxxii) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxiii) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxiv) "Multi-Week Entry" means an Entry referred to in Rule 10;
- (xxxv) "Numbers" has the same meaning as section 5 of the Act;
- (xxxvi) "Panel" means a separate matrix containing the Numbers from 1 to 45 in arithmetical sequence;
- (xxxvii) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Games of Powerball under a corresponding law;
- (xxxviii) "Player" means a person who:
- (1) has paid the correct Subscription for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;

- (xxxix) "Powerball Number" in relation to a Game of Powerball means the first and only Number drawn from the Powerball barrel;
- (xl) "Prize" means any Prize determined in accordance with Rule 12;
- (xli) "Prize Fund" means an account established under section 27 of the Act and known as the Powerball Prize Fund Account;
- (xlii) "Prize Pool" means the amount allocated for the payment of Prizes being not less than fifty five percent (55%) of all Subscriptions received for a particular Game of Powerball;
- (xliii) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xliv) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee 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) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (l) "Second Drawing" means an additional Drawing conducted as part of a Game of Powerball in accordance with the Rules;
- (li) "Standard Entry" means an Entry referred to in Rule 8;
- (lii) "Subscription" means the amounts Approved, excluding Commission, and any amount determined in accordance with the Licence which a Player or Syndicate shall be charged for an Entry;

- (liii) "Syndicate Entry" means an entry which is prescribed in:
 - (1) column 3 of Schedule 3;

- (liv) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 3;

- (lv) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;

- (lvi) "Syndicate Share Fee" means the amount specified in:
 - (1) column 5 of Schedule 3

- (lvii) "Systems Entry" means an Entry referred to in Rule 9;

- (lviii) "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 Subscription 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 Entry Share in a Game of Powerball, and which:
 - (1) contains Entry or Syndicate Entry Share details; and
 - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
 - (3) may include other particulars as determined by the Licensee;

- (lix) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the issue of a Ticket;

- (lx) "Winning Numbers" in relation to a Game of Powerball (including a Second Drawing) means the five numbers drawn from the first barrel plus the Powerball Number;

- (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 POWERBALL AND CONDUCT OF GAMES OF PROMOTIONAL POWERBALL

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, 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) Games of Powerball will be drawn on Thursday of each week unless the Minister directs otherwise.
- (d) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee.

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
- (ii) in the event that any Winning Number/s is 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 are drawn.
- (e) 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.
- (f) 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.

- (g) A Game of Promotional Powerball shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) 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.
- (i) 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.
- (j) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective 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.
- (k) A ticket in a Game of Promotional Powerball may include one or more Prizes to be won on the same ticket.
- (l) A Game of Promotional Powerball 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 Entry Forms and Tickets 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 Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, 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) An Agent, including a Direct Mail Agent, has no authority to bind the Licensee in contract or otherwise.
- (f) 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.
- (g) 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).

- (h) These Rules will be displayed and made available for inspection at each Agency.

RULE 4 OBJECT

The object of the Game of Powerball is to select five (5) Numbers in the upper Panel, and one (1) Number in the lower Panel in a Game Panel, which Numbers are the same as the Winning Numbers.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POWERBALL

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of Powerball, before the drawing of that Game of Powerball;
- (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment;
 - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate Entry 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 Subscription or Syndicate Share fee as the case may be in relation to such Entry or Syndicate Entry Share.
- (b) Any Ticket issued shall be subject to Rule 6(g) hereof.

RULE 6 RULES APPLYING TO ENTRY FORMS AND TICKETS

- (a) An Entry Form shall consist of Game Panels, each comprising an upper and lower Panel, which must be completed in the numerical order shown on the Entry Form, commencing with Game Panel 1. A Player or Syndicate Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player or Syndicate Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Form or any other approved form of Entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Entry Form or other approved form of Entry at the time of presentation to the Agent for processing.
- (c) Subject to paragraph (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 Entry Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Player's Syndicate Entry 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 Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been taken by the Player or Syndicate Player from the Agent.
- (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) Subject to Rule 19(f), a Player may return a Ticket and request that it be cancelled by an Agent. The Agent shall cancel the Ticket on that day provided it is returned on the day of purchase, to the place of purchase and prior to the Drawing of the Game of Powerball entered.
- (f) An Agent who has sold a Ticket may cancel a Ticket, with the approval of the Licensee, on the day of the purchase of the ticket, prior to the Drawing of the Game of Powerball entered. When a Ticket has been cancelled by an agent, the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, in respect of such Ticket. A cancelled Ticket shall be void and no prize shall be payable by the Licensee in respect of such Ticket.
- (g) The Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the Drawing of the Game of Powerball entered effect a cancellation of a Ticket at the Licensee's central processing computer equipment host site. When a Ticket has been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, paid in respect of such Ticket. A cancelled Ticket shall be void and no Prize shall be payable by the Licensee in respect of such Ticket.
- (h) 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 an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent 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 Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.
- (i) Where Numbers in a Game of Powerball have been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
 - (i) no Subscription or Syndicate Entry Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of selling for the Drawing in respect of that Game of Powerball; and
 - (ii) such Agent has failed to cancel the Numbers before the Drawing; thensuch Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Numbers and in such case, for the purposes of these Rules, such Agent shall be considered:
 - (iii) to have paid the Subscription or Syndicate Share Fee, as the case may be; and
 - (iv) shall be considered a Player or Syndicate Player as the case may be; and
 - (v) shall be the holder of the Entry or Syndicate Entry Share, as the case may be.
- (j) 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.

- (k) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or a Ticket. Entry into a Game of Powerball by a Player with a Direct Mail Agent does not exempt the Player from being bound by these Rules and a Player utilising a Direct Mail Agent to submit an Entry Form shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form, the issue of any Ticket and the payment of any Prize.
- (l) Neither the Licensee nor an Agent shall be liable to a Player in the event of the destruction, loss, theft or mutilation of 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.
- (m) 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

The Licensee is Approved to charge a Player or Syndicate Player Commission in the amounts specified in Schedule 1 and 2 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 Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

RULE 8 STANDARD ENTRY

- (a) For a Standard Entry to be made five (5) Numbers shall have been Marked in the upper Panel in a Game Panel;
- (b) Subject to Rule 8(a), in a Standard Entry:
 - (i) one (1) Powerball Number shall be selected in the lower Panel in a Game Panel;
or
 - (ii) by Marking the appropriate Bounded Area forty five (45) Powerball Numbers shall be selected in the lower Panel in a Game Panel;
- (c) In the case of Rule 8(b)(i):
 - (i) a minimum of two (2) Game Panels must be completed for each Standard Entry Form. Additional Game Panels may be completed up to the total number of Game Panels available to be played in a Game of Powerball. Any additional Game Panels may be completed in multiples of two (2) in numerical order; and
 - (ii) the Subscription for each Standard Entry Form shall be 60 cents per Game Panel;
- (d) In the case of Rule 8(b)(ii):
 - (i) a minimum of one (1) Game Panel must be completed for each Standard Entry Form. Additional Game Panels may be completed up to the total number of Game Panels available to be played in a Game of Powerball. Any additional Game Panels must be completed in numerical order; and
 - (ii) the Subscription for each Standard Entry Form shall be \$ 27.00 per Game Panel;

- (e) In respect of a Standard Entry Form in a Game of Powerball which has been forwarded to the Licensee by post:
- (i) if more than five (5) Numbers in any upper Panel are Marked in a Game Panel, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until five (5) Marked Numbers remain; and
 - (ii) in respect of a Standard Entry made under Rule 8 (b)(i), if more than one (1) Number in any lower Panel is Marked in a Game Panel, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until one (1) Marked Number remains; and
 - (iii) in respect of a Standard Entry made under Rule 8(b)(ii), if any Numbers are Marked in the lower Panel of a Game Panel, the Licensee shall disregard such Marked Numbers.
- (f) In respect of a Standard Entry in a Game of Powerball which has been forwarded to the Licensee by post, entry shall not take effect and the Licensee shall return the Standard Entry together with any Fees therewith to the Player:
- (i) if less than five (5) Numbers in any upper Panel are Marked in a Game Panel for a Standard Entry; and
 - (ii) in respect of a Standard Entry made pursuant to Rule 8(b)(i), where no number has been Marked in any lower Panel in a Game Panel.

RULE 9 SYSTEMS ENTRY

- (a) A Systems Entry Form allows a Systems Entry to be made by the selection of more than five (5) numbers in the upper Panel in a Game Panel in a Game of Powerball.
- (b) Only one (1) system may be selected for a Systems Entry by Marking the appropriate Bounded Area on an Entry Form. That system shall apply to all upper Panels completed on the Entry Form.
- (c) Subject to Rule 9(a), in a Systems Entry:
- (i) one (1) Powerball Number may be selected by Marking that Number in the lower Panel in a Game Panel; or
 - (ii) forty-five (45) Powerball Numbers may be selected in the lower Panel in a Game Panel by Marking the appropriate Bounded area.
- (d) A Systems Entry made under Rule 9(c)(i) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel. Only one Number may be Marked in any lower Panel in a Game Panel.
- (e) A Systems Entry made under Rule 9(c)(ii) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel. Forty-five Numbers in any lower Panel must be selected by Marking the appropriate Bounded Area on the Entry Form.
- (f) In a Systems Entry made under Rules 9(d) and (9(e), Numbers shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

System 6	-	six (6) Numbers
System 7	-	seven(7) Numbers
System 8	-	eight (8) Numbers
System 9	-	nine (9) Numbers
System 10	-	ten (10) Numbers
System 11	-	eleven (11) Numbers
System 12	-	twelve (12) Numbers
System 13	-	thirteen (13) Numbers
System 14	-	fourteen (14) Numbers
System 15	-	fifteen (15) Numbers
System 16	-	sixteen (16) Numbers
System 17	-	seventeen (17) Numbers
System 18	-	eighteen (18) Numbers
System 19	-	nineteen (19) Numbers
System 20	-	twenty (20) Numbers

(g) In a Systems Entry made under Rule 9(a):

- (i) one (1) Powerball Number in the lower Panel in a Game Panel may be Marked; or
- (ii) the appropriate Bounded Area may be Marked to select forty-five (45) Powerball Numbers in the lower Panel in a Game Panel.

(h) A Systems Entry made under Rule 9(g)(i) may be made by Marking ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel for a Systems Entry. Only one (1) Number may be Marked in any lower Panel in a Game Panel.

Numbers on a Systems Entry under this Rule shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

System 10	-	ten (10) Numbers
System 11	-	eleven (11) Numbers
System 12	-	twelve (12) Numbers
System 13	-	thirteen (13) Numbers
System 14	-	fourteen (14) Numbers
System 15	-	fifteen (15) Numbers

System 16	-	sixteen (16) Numbers
System 17	-	seventeen (17) Numbers
System 18	-	eighteen (18) Numbers
System 19	-	nineteen (19) Numbers
System 20	-	twenty (20) Numbers

- (i) A Syndicate Entry made under Rule 9(g)(ii) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11) or twelve (12) Numbers in any upper Panel. Forty-five (45) Numbers may be selected in any lower Panel by Marking the appropriate Bounded Area on the Entry Form.

Numbers on a Systems Entry under with this Rule shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

System 6	-	six (6) Numbers
System 7	-	seven(7) Numbers
System 8	-	eight (8) Numbers
System 9	-	nine (9) Numbers
System 10	-	ten (10) Numbers
System 11	-	eleven (11) Numbers
System 12	-	twelve (12) Numbers

- (j) In respect of a Systems Entry which has been forwarded to the Licensee by post:
- (i) notwithstanding any other provision in these Rules, where a Mark on an Entry Form for a Systems Entry has not been made in accordance with Rule 9(b), or where the Numbers Marked in any upper Panel are inconsistent with the system selected under Rule 9 (f), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines.
 - (ii) where the Entry has been made under Rule 9(c)(i), if more than one (1) Number in any lower Panel is Marked in a Game Panel the Licensee shall disregard the highest Numbers in descending arithmetical sequence until one (1) Marked Number remains; and
 - (iii) where the Entry has been made under Rule 9(c)(ii), if Numbers are Marked in a lower Panel in a Game Panel, the Licensee shall disregard such Marked Numbers;

and thereafter such Systems Entry shall be included in that Game of Powerball and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.

- (k) Any number of Game Panels up to the total number of Game Panels available to be played in a Game of Powerball may be completed.

- (l) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(c)(i) are:

System Number	Equivalent Number of Standard Panels entered	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
6	6	3.60	6
7	21	12.60	7
8	56	33.60	8
9	126	75.60	9
10	252	151.20	10
11	462	277.20	11
12	792	475.20	12
13	1287	772.20	13
14	2002	1201.20	14
15	3003	1801.80	15
16	4368	2620.80	16
17	6188	3712.80	17
18	8568	5140.80	18
19	11628	6976.80	19
20	15504	9302.40	20

- (m) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(c)(ii) are:

System Number	Equivalent Number of Standard Panels entered	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
6	270	162.00	6
7	945	567.00	7
8	2520	1512.00	8
9	5670	3402.00	9
10	11340	6804.00	10
11	20790	12474.00	11
12	35640	21384.00	12
13	57915	34749.00	13
14	90090	54054.00	14
15	135135	81081.00	15
16	196560	117936.00	16
17	278460	167076.00	17
18	385560	231336.00	18
19	523260	313956.00	19
20	697680	418608.00	20

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry allows a Multi-Draw Entry to be made in any of the consecutive Games of Powerball prescribed in Rule 10(g).
- (b) Subject to Rule 10(c), 10(d), 10(e) and 10(f), either a Standard Entry or Systems Entry shall be selected.
- (c) Except for the provisions of Rule 8(b)(ii), Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry.
- (d) Except for the provisions of Rule 9(c)(ii), Rule 9 shall apply where a Systems Entry is selected on a Multi-Week Entry.
- (e) For a Multi-Draw Entry made pursuant to Rule 8(b)(ii), Rule 8 shall apply except that a maximum of one (1) Game Panel may be completed;
- (f) For a Multi-Draw Entry made pursuant to Rule 9(c)(ii), Rule 9 shall apply except that a maximum of one (1) Game Panel may be completed.
- (g) A Multi-Week Entry may be made in respect of two (2), five (5), ten (10), or twenty-five (25) consecutive Games of Powerball.
- (h) The number of consecutive Games of Powerball for which the Multi-Week Entry is entered shall be selected by Marking the appropriate Bounded Area.
- (i) If a Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(h), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selection thereon in such manner having regard to such factors as the Chief Executive Officer deems appropriate.
- (j) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry submitted in a Game of Powerball multiplied by the number of consecutive Games of Powerball in which the Entry is entered under Rules 10(h) or 10(i).

RULE 11 SUBMISSION OF ENTRY FORMS

- (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 Form may only be submitted through:
 - (i) an Agent; or
 - (ii) a Direct Mail Agent; or
 - (iii) except as provided in Rule 19 (h), by post in accordance with paragraphs (i), (l) and (m) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry or Syndicate Entry in respect of a Game of Powerball submitted to an Agent or a Direct Mail Agent or the Licensee by a Player or

Syndicate Player must be accompanied by the correct Fee or Syndicate Share Fee and player registration fee (if applicable).

(e) The form of payment of the 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
HOMEBUSH BAY 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 Form are taken to be made or given exclusively by the Player in respect of an Entry, or the Syndicate Player in respect of a Syndicate Entry.

(h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry 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 Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing relating to that Entry or Syndicate Entry. For the purposes of this paragraph an Entry or Syndicate 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 Rules 6(f), 19(e) and 19(f), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.

(k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY NSW 2127

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the Drawing for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.
- (n) 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 (n)(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 Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional Powerball.

RULE 12 DETERMINATION OF PRIZES

- (a) Prizes for each Game of Powerball shall be paid by the Licensee from the Prize Pool in the percentage specified in this Rule and shall be classified as Division 1, Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 Prizes.
- (b) 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.

- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12(c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest 5 cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) 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% 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 all the Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40.0% 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, shall be shared equally between 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 in the Jackpot Competition; provided that no such additional jackpotting shall be effected for more than twenty four 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 four 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 25th) 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 25th 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% 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 the five (5) Winning Numbers from the first barrel.

Division 3 -

A Prize of an amount equal to 5.9% 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 no more than four (4) of the five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball Barrel.

Division 4 -

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

Division 5 -

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

Division 6 -

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

(f) 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 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 Powerball Game;
- (ii) an Entry or Syndicate Entry 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 shared equally between 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 and shall be paid from the Prize Reserve Fund;
- (v) the Second Drawing shall not constitute a separate Game of Powerball but shall be part of the normal weekly Game of Powerball.

- (g) A Game of Powerball may include an additional Prize or Prizes paid on special occasions or pursuant to Rule 12(f) (as approved by the Minister from time to time). Any such Prize

or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.

- (h) 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; and
 - (6) 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.
- (i) 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 PROVISIONAL PRIZE WINNERS AND PRIZE-WINNERS

- (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 the Provisional Prizes and the number of Provisional Prize Winners; and
 - (iv) the value of Prizes and the number of Prize-winners in respect of Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7.
- (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 (g)(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) Where appropriate the Licensee shall 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 PROVISIONAL PRIZES AND PRIZES

In relation to a Game of Powerball:

- (a)
- (i) Other than as provided for Registered Players and Registered Syndicate Players, any Provisional Prize (or in the case of a Syndicate Entry, a share of 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 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 Provisional Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Provisional Prize) which exceeds \$10,000 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 the 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 or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, 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, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks 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 eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;
- (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 an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks;
- (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 Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;
- (h) A Prize or, in the case of a Syndicate Entry, a share in a Prize not paid by an Agent 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. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;
- (i) A:
 - (i) Registered Player or Registered 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) pursuant to Rule 14 (b) and who has not been notified within five (5) days in accordance with Rule 14 (b) and/or 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 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 Serial 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 \$1000.00 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 Player or Syndicate Player may fail to meet some or all of the elements (1) or (2) contained in Rules 1(xxxviii) or 1(lvi) 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;
- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of 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 the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made 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 an Agent or by mail direct to:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY 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 an Agent 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 (d) or Rule 12 (f) 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.
- (ab) 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.
- (ac) 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(n)(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 the claimant has complied with all conditions relating to the Game of Promotional Powerball advertised under Rule 12(i)(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) a Ticket may have issued; or
 - (ii) a Drawing has occurred in respect of a Ticket

an Entry or a Syndicate Entry 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 Entry Share in a Game of Powerball 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 Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
 - (ii) the Player or Syndicate Player had defaulted in payment of any previous 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 Entry Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Subscription paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a matter determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Entry Share.

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 Agent 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 Agent and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent 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 of 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 Form 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 Game of Promotional Powerball received by way of Entry Form 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 Agent or an employee, servant or contractor of the Agent in respect of:
 - (1) the processing of an Entry Form;
 - (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 an Agent or an employee, servant or contractor of an Agent or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Agent and every Employee of an Agent 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 Form 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 Form or Automatic Entry .
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, 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 Agent, and each and every Employee of the Licensee or an Agent, 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 Form or Automatic Entry instructions culminating in the issue of a Ticket or a ticket in a Game of Promotional Powerball, an Agent 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, an Agent 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 an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent 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 an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the agent 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

- (a) The Powerball Rules made pursuant to the New South Wales Lotteries (General) Regulation 1995 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 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 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.

RULE 19 SYNDICATES

- (a) An Entry as specified in column 1 of Schedule 3 shall be a Syndicate entry if specified in, respectively:
- (i) column 3 of Schedule 3;
- (b) A Syndicate Entry may be divided into Syndicate Entry Shares as shown in:
- (i) column 4 of Schedule 3;
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
- (i) column 5 of Schedule 3;
- (d) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Entry Share purchased by the Syndicate Player.
- (e) Before the Agent sells a Syndicate Entry Share in a Syndicate Entry the Agent must by means of the Computer Linked Terminal direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the Syndicate Entry nominated by the Agent.
- (f) An Agent who has directed the Licensee's central processing computer equipment pursuant to rule 19(e) may also direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the nominated Syndicate Entry which sale may be effected by the Agent and also by other Agents nominated by the Agent.
- (g) Where no Syndicate Entry Share has been sold in a Syndicate Entry in respect of which the Agent has made a direction in accordance with Rule 19(e) that Syndicate Entry:
- (i) is not eligible to be entered into a Game of Powerball;
 - (ii) shall not be included in a Drawing; and
 - (iii) is not entitled to receive any Prize.
- (h) For the sake of clarity, no person or other legal entity is entitled to receive a Prize in the event of the occurrence of the circumstances specified in Rule 19(g).
- (i) Where at least one (1) but not all Syndicate Entry Shares have been sold in respect of a Syndicate Entry before the Drawing of the Game of Powerball into which the Syndicate Entry is entered the Agent responsible for directing the central processing computer equipment pursuant to Rule 19(e) in respect of that Syndicate Entry shall be solely liable for and shall pay to the Licensee all Syndicate Entry Share Fees which have not been paid in respect of the unsold Syndicate Entry Shares in the Syndicate Entry and in such case, for the purposes of these Rules, and in relation to such unsold Syndicate Entry Share or Shares, the Agent shall be considered to be the Syndicate Player. In these circumstances the Syndicate Entry shall be:

- (i) eligible to be entered into the Game of Powerball;
 - (ii) be included in the Drawing; and
 - (iii) be entitled to receive any Prize.
- (j) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares other than the Syndicate Share Fee.
- (k) Upon payment of the Syndicate Share Fee in respect of a Syndicate Entry Share a Syndicate Player shall be entitled to receive a Ticket.
- (l) Each Syndicate Entry Share shall have the same Numbers as the Syndicate Entry nominated by the Agent pursuant to Rule 19(e).
- (m) An Agent may cancel a Ticket in respect of a Syndicate Entry Share sold by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased and prior to the Drawing, and provided at least one (1) Syndicate Entry Share remains unsold in respect of the relevant Syndicate Entry. (review with Rule 6(g))
- (n) A Syndicate Entry Share may not be purchased by post from the Licensee.

SCHEDULE 1

COMMISSION PAYABLE FOR POWERBALL WITH ONE (1) POWERBALL NUMBER

PURSUANT TO RULE 7 WITH ONE (1) POWERBALL NUMBER

Entry Type	No. of Games	Single Entry
Standard	2 Games	\$0.10
	4 Games	\$0.15
	6 Games	\$0.30
	8 Games	\$0.40
	10 Games	\$0.45
	12 Games	\$0.55
	14 Games	\$0.60
	16 Games	\$0.70
	18 Games	\$0.75
	24 Games	\$1.00
	30 Games	\$1.30
	36 Games	\$1.50
Entry Type	System	Single Entry
System – Per Panel	6	\$0.25
	7	\$0.75
	8	\$1.65
	9	\$3.70
	10	\$7.80
	11	\$13.80
	12	\$24.80
	13	\$40.80
	14	\$59.80
	15	\$90.20
	16	\$130.20
	17	\$186.20
	18	\$257.20
	19	\$349.20
20	\$467.60	
Entry Type	2 Week Period	Single Entry
Multi-Week Standard	2 Games	\$0.20
	4 Games	\$0.20
	6 Games	\$0.45
	8 Games	\$0.45
	10 Games	\$0.55
	12 Games	\$0.65
	14 Games	\$0.70
	16 Games	\$0.85
	18 Games	\$0.85
	24 Games	\$1.30
	30 Games	\$2.00
	36 Games	\$2.20

Entry Type	5 Week Period	Single Entry
Multi-Week Standard	2 Games	\$0.40
	4 Games	\$0.55
	6 Games	\$0.75
	8 Games	\$0.75
	10 Games	\$0.85
	12 Games	\$1.10
	14 Games	\$1.10
	16 Games	\$1.30
	18 Games	\$1.50
	24 Games	\$1.90
	30 Games	\$2.50
	36 games	\$2.70
Entry Type	10 Week Period	Single Entry
Multi-Week Standard	2 Games	\$0.75
	4 Games	\$0.75
	6 Games	\$1.20
	8 Games	\$1.20
	10 Games	\$1.50
	12 Games	\$1.75
	14 Games	\$1.90
	16 Games	\$2.40
	18 Games	\$2.90
	24 Games	\$3.70
	30 Games	\$4.60
	36 Games	\$5.00
Entry Type	25 Week Period	Single Entry
Multi-Week Standard	2 Games	\$1.75
	4 Games	\$1.75
	6 Games	\$2.40
	8 Games	\$2.40
	10 Games	\$3.20
	12 Games	\$3.70
	14 Games	\$4.70
	16 Games	\$5.90
	18 Games	\$7.00
	24 Games	\$11.90
	30 Games	\$18.00
	36 Games	\$19.50

Entry Type	Period	Single Entry
System 6 – Per Panel	2 Weeks	\$0.45
	5 Weeks	\$0.70
	10 Weeks	\$1.10
	25 Weeks	\$2.40
System 7 – Per Panel	2 Weeks	\$1.20
	5 Weeks	\$1.75
	10 Weeks	\$2.40
	25 Weeks	\$6.30
System 8 – Per Panel	2 Weeks	\$2.40
	5 Weeks	\$3.00
	10 Weeks	\$5.40
	25 Weeks	\$15.00
System 9 – Per Panel	2 Weeks	\$4.30
	5 Weeks	\$5.40
	10 Weeks	\$11.00
	25 Weeks	\$20.50
System 10 – Per Panel	2 Weeks	\$8.50
	5 Weeks	\$10.80
	10 Weeks	\$20.60
	25 Weeks	\$32.40
System 11 – Per Panel	2 Weeks	\$14.50
	5 Weeks	\$15.50
	10 Weeks	\$27.00
	25 Weeks	\$41.00
System 12 – Per Panel	2 Weeks	\$26.00
	5 Weeks	\$28.00
	10 Weeks	\$46.00
	25 Weeks	\$69.00
System 13 – Per Panel	2 Weeks	\$44.00
	5 Weeks	\$64.00
	10 Weeks	\$74.00
	25 Weeks	\$110.00
System 14 – Per Panel	2 Weeks	\$65.00
	5 Weeks	\$80.00
	10 Weeks	\$114.00
	25 Weeks	\$170.00

Entry Type	Period	Single Entry
System 15 – Per Panel	2 Weeks	\$110.00
	5 Weeks	\$130.00
	10 Weeks	\$170.00
	25 Weeks	\$255.00
System 16 – Per Panel	2 Weeks	\$145.00
	5 Weeks	\$175.00
	10 Weeks	\$247.00
	25 Weeks	\$371.00
System 17 – Per Panel	2 Weeks	\$220.00
	5 Weeks	\$280.00
	10 Weeks	\$345.00
	25 Weeks	\$515.00
System 18 – Per Panel	2 Weeks	\$270.00
	5 Weeks	\$320.00
	10 Weeks	\$473.00
	25 Weeks	\$710.00
System 19 – Per Panel	2 Weeks	\$375.00
	5 Weeks	\$400.00
	10 Weeks	\$640.00
	25 Weeks	\$950.00
System 20 – Per Panel	2 Weeks	\$500.00
	5 Weeks	\$540.00
	10 Weeks	\$835.00
	25 Weeks	\$1250.00

SCHEDULE 2**COMMISSION
PURSUANT TO RULE 7 WITH FORTY FIVE (45) POWERBALL NUMBERS**

Entry Type	No. of Panels	Single Entry
Standard – Per Panel	1 to 12 Panels	\$1.65
System – Per Panel	6	\$8.10
	7	\$28.00
	8	\$75.50
	9	\$171.00
	10	\$340.00
	11	\$624.00
	12	\$1071.00
	13	\$1737.00
	14	\$2702.70
	15	\$4054.05
	16	\$5896.80
	17	\$8353.80
	18	\$11566.80
	19	\$15697.80
	20	\$20930.40
Multi-Week Standard	2 Weeks	\$1.80
	5 Weeks	\$2.65
	10 Weeks	\$5.40
	25 Weeks	\$13.50
System 6 – Per Panel	2 Weeks	\$9.00
	5 Weeks	\$13.50
	10 Weeks	\$27.10
	25 Weeks	\$67.00
System 7 – Per Panel	2 Weeks	\$36.00
	5 Weeks	\$44.00
	10 Weeks	\$54.00
	25 Weeks	\$135.00
System 8 – Per Panel	2 Weeks	\$85.00
	5 Weeks	\$100.00
	10 Weeks	\$160.00
	25 Weeks	\$270.00
System 9 – Per Panel	2 Weeks	\$200.00
	5 Weeks	\$250.00
	10 Weeks	\$350.00
	25 Weeks	\$880.00
System 10 – Per Panel	2 Weeks	\$380.00

	5 Weeks	\$430.00
	10 Weeks	\$645.00
	25 Weeks	\$990.00
System 11 – Per Panel	2 Weeks	\$700.00
	5 Weeks	\$760.00
	10 Weeks	\$840.00
	25 Weeks	\$1200.00
System 12 – Per Panel	2 Weeks	\$1200.00
	5 Weeks	\$1330.00
	10 Weeks	\$1460.00
	25 Weeks	\$2200.00
System 13 – Per Panel	2 Weeks	\$1800.00
	5 Weeks	\$2000.00
	10 Weeks	\$2100.00
	25 Weeks	\$2270.00
System 14 – Per Panel	2 Weeks	\$3000.00
	5 Weeks	\$4000.00
	10 Weeks	\$5000.00
	25 Weeks	\$6000.00
System 15 – Per Panel	2 Weeks	\$5000.00
	5 Weeks	\$6000.00
	10 Weeks	\$7000.00
	25 Weeks	\$8000.00
System 16 – Per Panel	2 Weeks	\$7000.00
	5 Weeks	\$8000.00
	10 Weeks	\$9000.00
	25 Weeks	\$10000.00
System 17 – Per Panel	2 Weeks	\$10000.00
	5 Weeks	\$11000.00
	10 Weeks	\$12000.00
	25 Weeks	\$13000.00
System 18 – Per Panel	2 Weeks	\$13000.00
	5 Weeks	\$14000.00
	10 Weeks	\$15000.00
	25 Weeks	\$16000.00
System 19 – Per Panel	2 Weeks	\$17000.00
	5 Weeks	\$18000.00
	10 Weeks	\$19000.00
	25 Weeks	\$20000.00
System 20 – Per Panel	2 Weeks	\$22000.00
	5 Weeks	\$23000.00

	10 Weeks	\$24000.00
	25 Weeks	\$25000.00

SCHEDULE 3

SYNDICATE ENTRIES FOR POWERBALL (ONE POWERBALL)

Column 1 ENTRY	Column 2 ENTRY FEE	Column 3 SYNDICATE ENTRY	Column 4 SYNDICATE ENTRY SHARE	Column 5 SYNDICATE SHARE FEE PER PANEL (Cost per Share)
System 10	\$159.00	System 10	5	\$31.80
System 10	\$159.00	System 10	10	\$15.90
System 10	\$159.00	System 10	15	\$10.60
System 10	\$159.00	System 10	20	\$7.95
System 11	\$291.00	System 11	5	\$58.20
System 11	\$291.00	System 11	10	\$29.10
System 11	\$291.00	System 11	15	\$19.40
System 11	\$291.00	System 11	30	\$9.70
System 12	\$500.00	System 12	5	\$100.00
System 12	\$500.00	System 12	10	\$50.00
System 12	\$500.00	System 12	20	\$25.00
System 12	\$500.00	System 12	40	\$12.50
System 13	\$813.00	System 13	5	\$162.60
System 13	\$813.00	System 13	10	\$81.30
System 13	\$813.00	System 13	30	\$27.10
System 13	\$813.00	System 13	60	\$13.55
System 14	\$1261.00	System 14	5	\$252.20
System 14	\$1261.00	System 14	10	\$126.10
System 14	\$1261.00	System 14	20	\$63.05
System 14	\$1261.00	System 14	65	\$19.40
System 14	\$1261.00	System 14	130	\$9.70
System 15	\$1892.00	System 15	5	\$378.40
System 15	\$1892.00	System 15	10	\$189.20
System 15	\$1892.00	System 15	20	\$94.60
System 15	\$1892.00	System 15	44	\$43.00
System 16	\$2751.00	System 16	5	\$550.20
System 16	\$2751.00	System 16	10	\$275.10
System 16	\$2751.00	System 16	20	\$137.55
System 16	\$2751.00	System 16	60	\$45.85
System 16	\$2751.00	System 16	70	\$39.30
System 17	\$3899.00	System 17	5	\$779.80
System 17	\$3899.00	System 17	10	\$389.90
System 17	\$3899.00	System 17	14	\$278.50
System 17	\$3899.00	System 17	20	\$194.95
System 17	\$3899.00	System 17	70	\$55.70
System 17	\$3899.00	System 17	140	\$27.85
System 18	\$5398.00	System 18	5	\$1079.60
System 18	\$5398.00	System 18	10	\$539.80
System 18	\$5398.00	System 18	20	\$269.90
System 18	\$5398.00	System 18	40	\$134.95
System 19	\$7326.00	System 19	5	\$1465.20
System 19	\$7326.00	System 19	10	\$732.60
System 19	\$7326.00	System 19	24	\$305.25
System 19	\$7326.00	System 19	40	\$183.15
System 19	\$7326.00	System 19	60	\$122.10
System 19	\$7326.00	System 19	74	\$99.00

Column 1 ENTRY	Column 2 ENTRY FEE	Column 3 SYNDICATE ENTRY	Column 4 SYNDICATE ENTRY SHARE	Column 5 SYNDICATE SHARE FEE PER PANEL (Cost per Share)
System 20	\$9770.00	System 20	5	\$1954.00
System 20	\$9770.00	System 20	10	\$977.00
System 20	\$9770.00	System 20	20	\$488.50
System 20	\$9770.00	System 20	40	\$244.25
System 20	\$9770.00	System 20	100	\$97.70

POWERBALL (45 POWERBALL)

ENTRY	ENTRY FEE	SYNDICATE ENTRY	SYNDICATE ENTRY SHARE	SYNDICATE SHARE FEE PER PANEL (Cost per Share)
System 6	\$170.10	System 6	6	\$28.35
System 6	\$170.10	System 6	18	\$9.45
System 6	\$170.10	System 6	27	\$6.30
System 7	\$595.00	System 7	5	\$119.00
System 7	\$595.00	System 7	10	\$59.50
System 7	\$595.00	System 7	20	\$29.75
System 7	\$595.00	System 7	28	\$21.25
System 7	\$595.00	System 7	50	\$11.90
System 8	\$1587.50	System 8	5	\$317.50
System 8	\$1587.50	System 8	10	\$158.75
System 8	\$1587.50	System 8	25	\$63.50
System 8	\$1587.50	System 8	50	\$31.75
System 9	\$3573.00	System 9	5	\$714.60
System 9	\$3573.00	System 9	10	\$357.30
System 9	\$3573.00	System 9	20	\$178.65
System 9	\$3573.00	System 9	30	\$119.10
System 9	\$3573.00	System 9	60	\$59.55
System 9	\$3573.00	System 9	90	\$39.70
System 10	\$7144.00	System 10	5	\$1428.80
System 10	\$7144.00	System 10	10	\$714.40
System 10	\$7144.00	System 10	20	\$357.20
System 10	\$7144.00	System 10	40	\$178.60
System 10	\$7144.00	System 10	80	\$89.30
System 11	\$13098.00	System 11	5	\$2619.60
System 11	\$13098.00	System 11	10	\$1309.80
System 11	\$13098.00	System 11	20	\$654.90
System 11	\$13098.00	System 11	40	\$327.45
System 11	\$13098.00	System 11	60	\$218.30
System 11	\$13098.00	System 11	120	\$109.15
System 12	\$22455.00	System 12	10	\$2245.50
System 12	\$22455.00	System 12	20	\$1122.75
System 12	\$22455.00	System 12	50	\$449.10
System 12	\$22455.00	System 12	100	\$224.55
System 12	\$22455.00	System 12	150	\$149.70
System 13	\$36486.00	System 13	10	\$3648.60
System 13	\$36486.00	System 13	20	\$1824.30
System 13	\$36486.00	System 13	60	\$608.10
System 13	\$36486.00	System 13	180	\$202.70

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

I, the Honourable GRAHAM WEST, M.P., Minister for Gaming and Racing and Minister for Sport and Recreation, 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.

Dated this 1st day of July 2008.

GRAHAM WEST, M.P.,
Minister for Gaming and Racing
and Minister for Sport and Recreation

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 9 July 2008. These Rules supersede the Rules notified previously in the Government Gazette.



RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996;
 - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of OZ Lotto) and Subscriptions for Games of OZ Lotto;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of OZ Lotto conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of OZ Lotto;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer of the Licensee may from time to time authorise a Direct Mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a subscription;
 - (vi) "Approved" means approved in writing by the Minister;
 - (vii) "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 Form) wherein the selection of Numbers is made by way of a Computer Linked Terminal;
 - (viii) "Bounded Area" means the area indicated as such by the symbols "◇" or "□" on the relevant Entry Form containing Numbers;
 - (ix) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(f);
 - (x) "Commission" means the amounts which the Licensee is Approved to charge the Player for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry, but which does not include a charge determined in accordance with Condition 16 (c) of the Licence;

- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents 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;
- (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 or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of OZ Lotto;
 - (2) a Syndicate Entry;
 - (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
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Direct Mail Agent" means an Agent, 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 outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiv) "Director" means a Director of the Board of Directors of the Licensee;
- (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 drawn 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 drawn 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 where the context refers to an employee or employees of the Licensee, such persons who are employed by the

Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;

- (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 Form or Automatic Entry, which (subject to Rule 6(e)) have been Imprinted on the same numbered line 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 Form" means the Approved form to be completed by a Player or a Syndicate Player wishing to use this form of entry to enter a Game of OZ Lotto and/or a Game of Promotional OZ Lotto;
- (xxi) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
 - (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
 - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
 - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
 - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxii) "Fee" means the sum of the Commission and Subscription;
- (xxiii) "Game of OZ Lotto" means a competition styled as "OZ Lotto" conducted under the Act but does not include Games of Promotional OZ Lotto;
- (xxiv) "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 a Syndicate Share Fee is charged;
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) "Jackpot Competition" means the Game of OZ Lotto drawn on the seventh day, or such other day as the Minister may direct, after any Drawing, (other than a Second Drawing) including the drawing of a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 12(e) Division 1(i);

- (xxvii) "Licence" means the Licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxviii) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxix) "Malfunction" means a failure of any of the following:
- i. the Drawing Device;
 - ii. the Computer Linked Terminal;
 - iii. the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxx) "Mark" means the drawing of a vertical line "I" within a Bounded Area  or a cross "X" within a Bounded Area  in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxx1) "Minister" means the Minister for the time being administering the Act;
- (xxx2) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxx3) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxx4) "Multi-Week Entry" means an Entry referred to in Rule 10;
- (xxx5) "Numbers" has the same meaning as section 5 of the Act;
- (xxx6) "Panel" means a separate matrix containing the Numbers from 1 to 45 in arithmetical sequence;
- (xxx7) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Games of OZ Lotto under a corresponding law;
- (xxx8) "Player" means a person who:
- (1) has paid the correct Subscription for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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 Lotto to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xxx9) "Prize" means any Prize determined in accordance with Rule 12;

- (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" means the amount allocated for the payment of Prizes being not less than fifty five percent (55%) of all Subscriptions received for a particular Game of OZ Lotto;
- (xlii) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xliii) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xliv) "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;
- (xliv) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlvi) "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;
- (xlvii) "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;
- (xlviii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xlix) "Second Drawing" means an additional Drawing conducted as part of a Game of OZ Lotto in accordance with the Rules;
- (l) "Standard Entry" means an entry referred to in Rule 8;
- (li) "Standard Entry" means an Entry in which seven (7) Numbers have been Marked in each Panel;
- (li) "Subscription" means the amounts Approved, excluding Commission and any amount determined in accordance with the Licence, which a Player or Syndicate shall be charged for an Entry;
- (lii) "Supplementary Numbers" in relation to a Game of OZ Lotto means the eighth and ninth Numbers drawn for each game;
- (liii) "Syndicate Entry" means an Entry which is prescribed in:

- (1) column 3 of Schedule 2;
 - (liv) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 2;
 - (lv) "Syndicate Player" means a person who:
 - (1) Has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
 - (lvi) "Syndicate Share Fee" means the amount specified in"
 - (1) column 5 of Schedule 2
 - (lvii) "Systems Entry" means an Entry referred to in Rule 9;
 - (lviii) "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 Subscription 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 Entry Share in a Game of OZ Lotto, and which:
 - (1) contains Entry or Syndicate Entry Share details; and
 - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
 - (3) may include other particulars as determined by the Licensee;
 - (lix) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket and which constitute official verification of the valid issue of a Ticket;
 - (lx) "Winning Numbers" in relation to a Game of OZ Lotto (including a Second Drawing) means the first seven Numbers drawn for each game.
- (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 OZ LOTTO AND CONDUCT OF GAMES OF PROMOTIONAL OZ LOTTO

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, 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) Games of OZ Lotto will be drawn on Tuesday of each week unless the Minister directs otherwise.
- (d) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee.

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.
- (e) 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.
- (f) 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.
- (g) A Game of Promotional OZ Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) 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.

- (i) 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.
- (j) 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.
- (k) A ticket in a Game of Promotional OZ Lotto may include one or more Prizes to be won on the same ticket.
- (l) 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 Forms and Tickets 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 Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, 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) An Agent, including a Direct Mail Agent, has no authority to bind the Licensee in contract or otherwise.
- (f) 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.
- (g) 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).
- (h) These Rules will be displayed and made available for inspection at each Agency.

RULE 4 OBJECT

The object of the Game of OZ Lotto is to select seven (7) Numbers in a Panel, which Numbers are the same as the Winning Numbers.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF OZ LOTTO

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of OZ Lotto, before the Drawing of that Game of OZ Lotto;
 - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment;
 - (ii) a valid Ticket must have issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate Entry 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 Subscription or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Entry Share.
- (b) Any Ticket issued shall be subject to Rule 6(g) hereof.

RULE 6 RULES APPLYING TO ENTRY FORMS AND TICKETS

- (a) An Entry Form shall consist of Panels which must be completed in the numerical order shown on the said form commencing with the top left hand Panel. A Player or Syndicate Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player or Syndicate Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Form or any other approved form of Entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Entry Form or other approved form of Entry at the time of presentation to the Agent for processing.
- (c) Subject to paragraph (g) 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 Entry Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Player's Syndicate Entry 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 Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been taken by the Player or Syndicate Player from the Agent.

- (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) Subject to Rule 19(f), a Player may return a Ticket and request that it be cancelled by an Agent. The Agent shall cancel the Ticket on that day provided it is returned on the day of purchase, to the place of purchase and prior to the Drawing of the Game of OZ Lotto entered.
- (f) An Agent who has sold a Ticket may cancel a Ticket, with the approval of the Licensee, on the day of purchase of the Ticket, prior to the Drawing of the Game of OZ Lotto entered. When a Ticket has been cancelled by an Agent the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may, paid in respect of such Ticket. A cancelled Ticket shall be void and no Prize shall be payable by the Licensee in respect of such Ticket.
- (g) The Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the Drawing of the Game of OZ Lotto entered effect a cancellation of a Ticket at the Licensee's central processing computer equipment host site. When a Ticket has been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be paid in respect of such Ticket. A cancelled Ticket shall be void and no Prize shall be payable by the Licensee in respect of such Ticket.
- (h) 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 an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent 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 Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.
- (i) Where Numbers in a Game of OZ Lotto have been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
 - (i) no Subscription or Syndicate Entry Fee has been paid to the Agent in whose place of business the computer Linked terminal is located prior to the close of selling for the Drawing in respect of that Game of OZ Lotto; and

- (ii) such Agent has failed to cancel the Numbers before the Drawing; then

such Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Numbers and in such case, for the purposes of these Rules, such Agent shall be considered:

- (iii) to have paid the Subscription or Syndicate Share Fee, as the case may be; and
 - (iv) shall be considered a Player or Syndicate Player as the case may be; and
 - (v) shall be the holder of the Entry or Syndicate Entry Share, as the case may be.
- (j) 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.
 - (k) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or a Ticket. Entry into a Game of OZ Lotto by a Player with a Direct Mail Agent does not exempt the Player from being bound by these Rules and a Player utilising a Direct Mail Agent to submit an Entry Form shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form, the issue of any Ticket and the payment of any Prize.
 - (l) Neither the Licensee nor an Agent 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.
 - (m) 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

The Licensee is Approved to charge a Player or Syndicate Commission in the amounts specified in Schedule 1 of these Rules. 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 Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

RULE 8 STANDARD ENTRY

- (a) For a Standard Entry to be made seven (7) Numbers shall have been Marked in each Panel completed for a Standard Entry.
- (b) No fewer than one (1) Panel must be completed for each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form.

- (c) The Subscription for each Standard Entry shall be \$1.00 for each game Panel completed.
- (d) If more than seven (7) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until seven (7) Marked Numbers remain.
- (e) If less than seven (7) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post entry into a Game of OZ Lotto shall not take effect and the Licensee shall return the Standard Entry together with any Fees therewith to the Player.

RULE 9 SYSTEMS ENTRY

- (a) A Systems Entry shall be made by selecting more than seven (7) Numbers in a Panel; so that eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers may be Marked in a Panel.
- (b) Only one (1) system may be selected for a Systems Entry by Marking the appropriate Bounded Area on the Entry Form. That system shall apply to all Panels completed on that Form.
- (c) Numbers in respect of a Systems Entry shall be Marked in accordance with the system selected. In each Panel completed the following shall be Marked:
 - System 8 - eight (8) Numbers
 - System 9 - nine (9) Numbers
 - System 10 - ten (10) Numbers
 - System 11 - eleven (11) Numbers
 - System 12 - twelve (12) Numbers
 - System 13 - thirteen (13) Numbers
 - System 14 - fourteen (14) Numbers
 - System 15 - fifteen (15) Numbers
 - System 16 - sixteen (16) Numbers
 - System 17 - seventeen (17) Numbers
 - System 18 - eighteen (18) Numbers.
- (d) In respect of a Syndicate Entry:
 - (i) More than nine (9) Numbers shall be Marked in a Panel; so that ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on a Systems Entry Form; and

- (ii) The appropriate Bounded Area shall be Marked on the Systems Entry Form to select the particular system; and
- (iii) Only one (1) system may be selected on a Systems Entry Form. That system shall apply to all Panels completed on that Systems Entry Form; and
- (iv) The Numbers on a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

System 10 – ten (10) Numbers

System 11 - eleven (11) Numbers

System 12 - twelve (12) Numbers

System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers

System 15 - fifteen (15) Numbers

System 16 - sixteen (16) Numbers

System 17 - seventeen (17) Numbers

System 18 - eighteen (18) Numbers.

- (e) Notwithstanding any other provision in these Rules, where a Mark on a Systems Entry Form in respect of an Entry which has been forwarded to the Licensee by post has not been made in accordance with Rule 9(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rule 9 (d), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Systems Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Systems Entry shall be included in that Game of OZ Lotto and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (f) Any number of Panels up to the total number of Panels on the Entry Form may be completed.
- (g) The Subscriptions for a Systems Entry are:

System Number	Equivalent Number of Standard Panels entered	Subscription \$	Number of Bounded Areas to be marked in each Panel
8	8	8	8
9	36	36	9
10	120	120	10
11	330	330	11

System Number	Equivalent Number of Standard Panels entered	Subscription \$	Number of Bounded Areas to be marked in each Panel
12	792	792	12
13	1716	1716	13
14	3432	3432	14
15	6435	6435	15
16	11440	11440	16
17	19448	19448	17
18	31824	31824	18

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made in respect of any of the consecutive Games of OZ Lotto prescribed in Rule 10(d).
- (b) Either a Standard Entry or System 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 or 18 Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (c) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry Form. Rule 9 shall, in so far as it relates to a Multi-Week Entry apply only to Systems 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 or 18.
- (d) A Multi-Week Entry may be submitted for entry in two (2), five (5), ten (10) or twenty-five (25) consecutive Games of OZ Lotto.
- (e) In a Multi-Week Entry, the number of consecutive Games of OZ Lotto to be entered shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (f) If an Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(e), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selection thereon in such manner having regard to such factors as the Chief Executive Officer deems appropriate.
- (g) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry submitted in a Game of OZ Lotto multiplied by the number of consecutive Games of OZ Lotto in which the Entry is entered under Rules 10(e) or 10(f).

RULE 11 SUBMISSION OF ENTRY FORMS

- (a) The Licensee may impose a registration fee payable by a Player or 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 Form may only be submitted through:

- (i) an Agent; or
 - (ii) a Direct Mail Agent; or
 - (iii) except as provided in Rule 19(h), by post in accordance with paragraphs (i), (l) and (m) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry or Syndicate Entry in respect of a Game of OZ Lotto submitted to an Agent or a Direct Mail Agent or the Licensee by a Player or Syndicate Player must be accompanied by the correct Fee or Syndicate Share Fee and player registration fee (if applicable).
- (e) The form of payment of the 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 Registered 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
HOMEBUSH BAY 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 Form are taken to be made or given exclusively by the Player in respect of an Entry, or the Syndicate Player in respect of a Syndicate Entry.
- (h) Where a Player submits an Entry Form or other form of Entry or, in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry 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 Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing relating to that Entry or Syndicate Entry. For the purposes of this paragraph an Entry or Syndicate 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 Rules 6(e), 19(e) and 19(f) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY NSW 2127

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the Drawing for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.
- (n) 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 (n)(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 Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional OZ Lotto.

RULE 12 DETERMINATION OF PRIZES

- (a) Prizes for each Game of OZ Lotto shall be paid by the Licensee from the Prize Pool in the percentage specified in this Rule and shall be classified as Division 1, Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 Prizes.
- (b) 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.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12 (c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) 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.
- (f) 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, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, or shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers in the Jackpot Competition; provided that no such additional jackpotting shall be effected for more than twenty four (24) 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 four (24) consecutive games of that type and there is no such Prize payable in respect of any Entry or Syndicate Entry in the next (or 25th) 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 25th 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 1.7% 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 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 Prizewinner in Division 2, 5.2% 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 six (6) but no more than six (6) of the seven (7) Winning Numbers.

Division 4 -

A Prize of an amount equal to:

- (i) 1.8% of the Prize Pool; or
- (ii) where there is no Prizewinner in Division 3, 5.3% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 2 and 3, 7.0% 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 together with one or both of the Supplementary Numbers.

Division 5 -

A Prize of an amount equal to:

- (i) 2.1% of the Prize Pool; or
- (ii) where there is no Prizewinner in Division 4, 3.9% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 3 and 4, 7.4% of the Prize Pool; or
- (iv) where there are no Prizewinners in Divisions 2, 3 and 4, 9.1% 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:

- (i) 24% of the Prize Pool; or
- (ii) where there is no Prizewinner in Division 5, 26.1% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 4 and 5, 27.9% of the Prize Pool; or
- (iv) where there are no Prizewinners in Divisions 3, 4 and 5, 31.4% of the Prize Pool; or
- (v) where there are no Prizewinners in Divisions 2, 3, 4 and 5, 33.1% 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 four (4) but not more than four (4) of the seven (7) Winning Numbers.

Division 7 -

A Prize of an amount equal to:

- (i) 26.9% of the Prize Pool; or
- (ii) where there is no Prizewinner in Division 6, 50.9% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 5 and 6, 53.0% of the Prize Pool; or
- (iv) where there are no Prizewinners in Divisions 4, 5 and 6, 54.8% of the Prize Pool; or
- (v) where there are no Prizewinners in Divisions 3, 4, 5 and 6, 58.3% of the Prize Pool; or
- (vi) where there are no Prizewinners in Divisions 2, 3, 4, 5 and 6, 60.0% 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.

(g) 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 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 entered automatically into the Second Drawing in respect of that Game of OZ Lotto 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;
 - (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 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 competition.
- (h) A Game of OZ Lotto may include an additional Prize or Prizes, Prizes paid on special occasions or pursuant to Rule 12(g) (as Approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (i) 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; and
 - (6) 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.
- (j) 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 PROVISIONAL PRIZE WINNERS AND PRIZE-WINNERS

- (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 Prizes and the number of Prize-winners in respect of Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7.
- (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) Where appropriate the Licensee shall 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 AND PROVISIONAL PRIZES

In relation to a Game of OZ Lotto:

- (a)
- (i) Other than as provided for Registered Players or Registered Syndicate Players, any Provisional Prize (or in the case of a Syndicate Entry, a share of 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 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 Provisional Prize (or in the case of a Syndicate Entry, a Syndicate Player winning a share of a Provisional Prize) which exceeds \$10,000 will be notified personally or by mail within five (5) 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 the 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 or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, 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, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks 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 eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom.
- (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 an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks.
- (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 Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings.
- (h) A Prize or, in the case of a Syndicate Entry, as share of a Prize, not paid by an Agent 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. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid.
- (i) A:
- (i) Registered Player or Registered 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) pursuant to Rule 14(b) and who has not been notified within five (5) days in accordance with Rule 14(b) and/or 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 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 Serial Number;
 - (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's or Syndicate Player 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 \$1000.00 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 a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is a 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 Player or Syndicate Player may fail to meet one or more of the elements (1) or (2) contained in Rules 1(xxxvii) or 1(iv) 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 17 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.
- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of 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 the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made 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) Prizes may be claimed through an Agent or by mail direct to:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY 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 an Agent to the Licensee at the request of a Player or the Player may forward the Prize claim form to the Licensee direct.

- (y) A Prize or share of a Prize to be paid in accordance with Rule 12 (g) or Rule 12 (i) 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.
- (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.
- (ab) 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.
- (ac) 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(n)(i); and
- (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 the claimant has complied with all conditions relating to the Game of Promotional OZ Lotto advertised under Rule 12(j)(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) a Ticket may have issued; or
 - (ii) A drawing has occurred in respect of a Ticket;

an Entry or a Syndicate Entry 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 Entry 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 Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
 - (ii) the Player or Syndicate Player had defaulted in payment of any previous 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.

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 Entry Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Subscription 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 Entry Share.

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 Agent 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 Agent and all Employees thereof.

- (b) The Licensee, Directors, the Chief Executive Officer, the Agent 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 Form 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 Form 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 Agent or an employee, servant or contractor of the Agent in respect of:
 - (1) the processing of an Entry Form;
 - (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 an Agent or an employee, servant or contractor of an Agent or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Agent and every Employee of an Agent 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 Form 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 Form or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, 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 Agent, and each and every Employee of the Licensee or an Agent, 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 Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional OZ

Lotto, an Agent 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, an Agent shall at all items 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 an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent 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 agent 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

- (a) The OZ Lotto Rules made pursuant to the Lotto 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 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

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.

RULE 19.

- (a) An Entry as specified in column 1 of Schedule 2 shall be a Syndicate Entry if specified in, respectively:
 - (i) column 3 of Schedule 2;
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in:
 - (i) column 4 of Schedule 2;

- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
 - (i) column 5 of Schedule 2; or
- (d) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Entry Share purchased by the Syndicate Player.
- (e) Before the Agent sells a Syndicate Entry Share in a Syndicate Entry the Agent must by means of the Computer Linked Terminal direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the Syndicate Entry nominated by the Agent.
- (f) An Agent who has directed the Licensee's central processing computer equipment pursuant to rule 19(e) may also direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the nominated Syndicate Entry which sale may be effected by the Agent and also by other Agents nominated by the Agent.
- (g) Where no Syndicate Entry Share has been sold in a Syndicate Entry in respect of which the Agent has made a direction in accordance with Rule 19(e) that Syndicate Entry:
 - (i) is not eligible to be entered into a Game of OZ Lotto;
 - (ii) shall not be included in a Drawing; and
 - (iii) is not entitled to receive any Prize.
- (h) For the sake of clarity, no person or other legal entity is entitled to receive a Prize in the event of the occurrence of the circumstances specified in Rule 19(g).
- (i) Where at least one (1) but not all Syndicate Entry Shares have been sold in respect of a Syndicate Entry before the Drawing of the Game of OZ Lotto into which the Syndicate Entry is entered the Agent responsible for directing the central processing computer equipment pursuant to Rule 19(e) in respect of that Syndicate Entry shall be solely liable for and shall pay to the Licensee all Syndicate Entry Share Fees which have not been paid in respect of the unsold Syndicate Entry Shares in the Syndicate Entry and in such case, for the purposes of these Rules, and in relation to such unsold Syndicate Entry Share or Shares, the Agent shall be considered to be the Syndicate Player. In these circumstances the Syndicate Entry shall be:
 - (i) eligible to be entered into the Game of OZ Lotto;
 - (ii) be included in the Drawing; and
 - (iii) be entitled to receive any Prize.
- (j) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares other than the Syndicate Share Fee.

- (k) Upon payment of the Syndicate Share Fee in respect of a Syndicate Entry Share a Syndicate Player shall be entitled to receive a Ticket.
- (l) Each Syndicate Entry Share shall have the same Numbers as the Syndicate Entry nominated by the Agent pursuant to Rule 19(e).
- (m) An Agent may cancel a Ticket in respect of a Syndicate Entry Share sold by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased and prior to the Drawing, and provided at least one (1) Syndicate Entry Share remains unsold in respect of the relevant Syndicate Entry. (review with Rule 6(g))
- (n) A Syndicate Entry Share may not be purchased by post from the Licensee.

SCHEDULE 1

COMMISSION PAYABLE FOR OZ LOTTO - PURSUANT TO RULE 7

Entry Type	No. of Games	Single Entry
Standard	1 Game	\$0.10
	2 Games	\$0.20
	3 Games	\$0.25
	4 Games	\$0.30
	5 Games	\$0.35
	6 Games	\$0.40
	7 Games	\$0.45
	8 Games	\$0.50
	9 Games	\$0.55
	10 Games	\$0.60
	11 Games	\$0.65
	12 Games	\$0.70
	13 Games	\$0.75
	14 Games	\$0.80
	15 Games	\$0.85
16 Games	\$0.90	
17 Games	\$0.95	
18 Games	\$1.00	
24 Games	\$1.30	
Entry Type	System	Single Entry
System – Per Panel		
	8	\$0.55
	9	\$2.20
	10	\$6.00
	11	\$16.50
	12	\$40.00
	13	\$84.00
	14	\$172.00
	15	\$325.00
	16	\$572.00
17	\$972.00	
18	\$1596.00	

Entry Type	2 Week Period	Single Entry
Multi-Week Standard	1 Game	\$0.15
	2 Games	\$0.30
	3 Games	\$0.35
	4 Games	\$0.40
	5 Games	\$0.50
	6 Games	\$0.55
	7 Games	\$0.60
	8 Games	\$0.65
	9 Games	\$0.75
	10 Games	\$0.85
	11 Games	\$0.90
	12 Games	\$1.00
	13 Games	\$1.10
	14 Games	\$1.20
	15 Games	\$1.25
	16 Games	\$1.30
	17 Games	\$1.35
	18 Games	\$1.45
	24 Games	\$1.85

Entry Type	5 Week Period	Single Entry
Multi-Week Standard	1 Game	\$0.25
	2 Games	\$0.50
	3 Games	\$0.65
	4 Games	\$0.75
	5 Games	\$0.90
	6 Games	\$1.00
	7 Games	\$1.15
	8 Games	\$1.25
	9 Games	\$1.40
	10 Games	\$1.50
	11 Games	\$1.65
	12 Games	\$1.75
	13 Games	\$1.90
	14 Games	\$2.10
	15 Games	\$2.20
16 Games	\$2.40	
17 Games	\$2.60	
18 Games	\$2.80	
24 Games	\$3.50	

Entry Type	10 Week Period	Single Entry
Multi-Week Standard	1 Game	\$0.50
	2 Games	\$1.00
	3 Games	\$1.30
	4 Games	\$1.50
	5 Games	\$1.80
	6 Games	\$2.00
	7 Games	\$2.30
	8 Games	\$2.50
	9 Games	\$2.80
	10 Games	\$3.00
	11 Games	\$3.30
	12 Games	\$3.50
	13 Games	\$3.90
	14 Games	\$4.20
	15 Games	\$4.50
16 Games	\$4.90	
17 Games	\$5.20	
18 Games	\$5.40	
24 Games	\$7.00	

Entry Type	25 Week Period	Single Entry
Multi-Week Standard	1 Game	\$1.20
	2 Games	\$1.50
	3 Games	\$1.95
	4 Games	\$2.25
	5 Games	\$2.70
	6 Games	\$3.00
	7 Games	\$3.45
	8 Games	\$3.75
	9 Games	\$4.20
	10 Games	\$4.50
	11 Games	\$4.95
	12 Games	\$5.25
	13 Games	\$5.65
	14 Games	\$6.05
	15 Games	\$6.45
	16 Games	\$6.90
17 Games	\$7.30	
18 Games	\$7.70	
24 Games	\$9.80	

Entry Type	Period	Single Entry
System 8 – Per Panel	2 Weeks	\$0.80
	5 Weeks	\$1.60
	10 Weeks	\$3.20
	25 Weeks	\$6.40
System 9 – Per Panel	2 Weeks	\$3.20
	5 Weeks	\$6.40
	10 Weeks	\$12.80
	25 Weeks	\$25.60
System 10 – Per Panel	2 Weeks	\$8.00
	5 Weeks	\$14.00
	10 Weeks	\$28.00
	25 Weeks	\$56.00
System 11 – Per Panel	2 Weeks	\$18.00
	5 Weeks	\$26.00
	10 Weeks	\$52.00
	25 Weeks	\$104.00
System 12 – Per Panel	2 Weeks	\$42.00
	5 Weeks	\$60.00
	10 Weeks	\$96.00
	25 Weeks	\$192.00
System 13 – Per Panel	2 Weeks	\$100.00
	5 Weeks	\$150.00
	10 Weeks	\$204.00
	25 Weeks	\$408.00

System 14 – Per Panel	2 Weeks	\$200.00
	5 Weeks	\$240.00
	10 Weeks	\$400.00
	25 Weeks	\$800.00
System 15 – Per Panel	2 Weeks	\$400.00
	5 Weeks	\$600.00
	10 Weeks	\$720.00
	25 Weeks	\$1,440.00
System 16 – Per Panel	2 Weeks	\$700.00
	5 Weeks	\$900.00
	10 Weeks	\$1,200.00
	25 Weeks	\$2,400.00
System 17 – Per Panel	2 Weeks	\$1100.00
	5 Weeks	\$1400.00
	10 Weeks	\$2,000.00
	25 Weeks	\$4,000.00
System 18 – Per Panel	2 Weeks	\$1800.00
	5 Weeks	\$2600.00
	10 Weeks	\$3,600.00
	25 Weeks	\$7,200.00

SCHEDULE 2

COMMISSION & SUBSCRIPTION PAYABLE FOR OZ LOTTO GAMES

Column 1 ENTRY	Column 2 ENTRY FEE	Column 3 SYNDICATE ENTRY	Column 4 SYNDICATE ENTRY SHARE	Column 5 SYNDICATE SHARE FEE PER PANEL (Cost per Share)
System 10	\$126.00	System 10	5	\$25.20
System 10	\$126.00	System 10	10	\$12.60
System 10	\$126.00	System 10	15	\$8.40
System 10	\$126.00	System 10	30	\$4.20
System 11	\$346.50	System 11	5	\$69.30
System 11	\$346.50	System 11	10	\$34.65
System 11	\$346.50	System 11	15	\$23.10
System 11	\$346.50	System 11	30	\$11.55
System 11	\$346.50	System 11	33	\$10.50
System 12	\$832.00	System 12	5	\$166.40
System 12	\$832.00	System 12	10	\$83.20
System 12	\$832.00	System 12	16	\$52.00
System 12	\$832.00	System 12	20	\$41.60
System 12	\$832.00	System 12	32	\$26.00
System 12	\$832.00	System 12	40	\$20.80
System 12	\$832.00	System 12	80	\$10.40
System 13	\$1800.00	System 13	5	\$360.00
System 13	\$1800.00	System 13	10	\$180.00
System 13	\$1800.00	System 13	20	\$90.00
System 13	\$1800.00	System 13	30	\$60.00
System 13	\$1800.00	System 13	40	\$45.00
System 13	\$1800.00	System 13	50	\$36.00
System 13	\$1800.00	System 13	60	\$30.00
System 13	\$1800.00	System 13	100	\$18.00
System 14	\$3604.00	System 14	5	\$720.80
System 14	\$3604.00	System 14	10	\$360.40
System 14	\$3604.00	System 14	20	\$180.20
System 14	\$3604.00	System 14	40	\$90.10
System 14	\$3604.00	System 14	80	\$45.05
System 15	\$6760.00	System 15	5	\$1352.00
System 15	\$6760.00	System 15	10	\$676.00
System 15	\$6760.00	System 15	20	\$338.00
System 15	\$6760.00	System 15	50	\$135.20

Column 1 ENTRY	Column 2 ENTRY FEE	Column 3 SYNDICATE ENTRY	Column 4 SYNDICATE ENTRY SHARE	Column 5 SYNDICATE SHARE FEE PER PANEL (Cost per Share)
System 15	\$6760.00	System 15	52	\$130.00
System 15	\$6760.00	System 15	100	\$67.60
System 16	\$12012.00	System 16	5	\$2402.40
System 16	\$12012.00	System 16	10	\$1201.20
System 16	\$12012.00	System 16	20	\$600.60
System 16	\$12012.00	System 16	40	\$300.30
System 16	\$12012.00	System 16	44	\$273.00
System 16	\$12012.00	System 16	88	\$136.50
System 16	\$12012.00	System 16	176	\$68.25
System 17	\$20420.00	System 17	5	\$4084.00
System 17	\$20420.00	System 17	10	\$2042.00
System 17	\$20420.00	System 17	20	\$1021.00
System 17	\$20420.00	System 17	40	\$510.50
System 17	\$20420.00	System 17	50	\$408.40
System 17	\$20420.00	System 17	100	\$204.20
System 17	\$20420.00	System 17	200	\$102.10
System 18	\$33420.00	System 18	5	\$6684.00
System 18	\$33420.00	System 18	10	\$3342.00
System 18	\$33420.00	System 18	20	\$1671.00
System 18	\$33420.00	System 18	50	\$668.40
System 18	\$33420.00	System 18	100	\$334.20
System 18	\$33420.00	System 18	200	\$167.10
System 18	\$33420.00	System 18	300	\$111.40

PUBLIC LOTTERIES ACT 1996

SOCCER FOOTBALL POOLS – APPROVAL OF RULES

I, the Honourable GRAHAM WEST, M.P., Minister for Gaming and Racing and Minister for Sport and Recreation, 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.



Dated this 1st day of July 2008.

GRAHAM WEST, M.P.,
Minister for Gaming and Racing
and Minister for Sport and Recreation

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 6 July 2008. These Rules supersede the Rules notified previously in the Government Gazette.

RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996;
 - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of Pools) and Subscriptions for Games of Pools;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Pools conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of Pools;
 - (v) "Approved" means approved in writing by the Minister;
 - (vi) "Ancillary Fee" means a fee which the Chief Executive Officer of the Licensee may from time to time authorise a Direct mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a subscription;
 - (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 Form) wherein the selection of Numbers is made by way of Computer Linked Terminal;
(1)
 - (viii) "Away Team" 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 to the left of it;
 - (ix) "Bounded Area" means the area indicated as such by the symbols  or "" on the relevant Entry Form containing Numbers;
 - (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(f);

- (xi) "Commission" means the amounts which the Licensee is Approved to charge the Player for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry but which does not include a charge determined in accordance with Condition 15 (c) of the Licence;
- (xii) "Competition Date" means the date or dates fixed for the playing of the Matches the subject of a Game of Pools;
- (xiii) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents 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;
 - (3) a Syndicate Player's Syndicate Entry Share in a Game of Pools; and
 - (4) where appropriate a Player's entry in a Game of Promotional Pools
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xv) "Direct Mail Agent" means an Agent, 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 with respect to a Game of Promotional Pools from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xvi) "Director" means a Director of the Board of Directors of the Licensee;
- (xvii) "Drawing" is where Winning Match Number/s and/or the Supplementary Match Number are determined by a Drawing Device;
- (xviii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xix) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;

- (xx) "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 Form or Automatic Entry, which (subject to Rule 6(i) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription or Syndicate Share Fee, as the case may be, has been paid;
- (xxi) "Entry Form" means the approved form to be completed by a Player or a Syndicate Player wishing to use this form of entry to enter a Game of Pools and/or a Game of Promotional Pools;
- (xxii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
 - (2) where at the time the Prize is collected or claimed there is one or more Games of Pools remaining in respect of the Multi-Draw Ticket;
 - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
 - (4) Where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxiii) "Fee" means the sum of the Commission and Subscription;
- (xxiv) "Game of Pools" means a competition styled as "Pools" conducted under the Act but does not include Games of Promotional Pools;
- (xxv) "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;
- (xxvi) "Home Team" 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 to the right of it;
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Competition" means the Game of Pools conducted on the seventh day, or such other day as the Minister may direct, after a Game of Pools (other than a Second Drawing), including a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 12(e) Division 1(i);

- (xxix) "Licence" means the licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxx) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxxix) "List of Matches" means a listing of Matches approved and published from time to time by the Licensee;
- (xxxii) "Mark" means the drawing of a vertical line "I" within a Bounded Area  or a cross "X" within a Bounded Area  in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxiii) "Match" means a game of soccer played between a Home Team and an Away Team;
- (xxxiv) "Minister" means the Minister for the time being administering the Act;
- (xxxv) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxvi) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxvii) "Multi-Week Entry" means the Entry referred to in Rule 10;
- (xxxviii) "Numbers" has the same meaning as section 5 of the Act;
- (xxxix) "Panel" means a separate matrix containing the Numbers from 1 to 38 in arithmetical sequence;
- (xl) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Games of Pools under a corresponding law;
- (xli) "Player" means a person who;
1. has paid the correct Subscription for a valid Entry; and
 2. holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xlii) "Prize" means any Prize determined in accordance with Rule 12;
- (xliii) "Prize Fund" means an account established under section 27 of the Act and known as the Pools Prize Fund Account;

- (xliv) "Prize Pool" means the amount allocated for the payment of Prizes being not less than forty five percent (45%) of all Subscriptions received for a particular Game of Pools;
- (xlv) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xlvi) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee which starts on the day immediately following the determination of the Winning Match Numbers and the Supplementary Match Number in respect of a Game of Pools, 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) "Results" means the outcome of Matches as declared by the Licensee. Result shall have a corresponding meaning;
- (lii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (liii) "Second Drawing" means an additional Drawing conducted as part of a Game of Pools in accordance with the Rules;
- (liv) "Standard Entry" means the Entry referred to in Rule 8;
- (lv) "Subscription" means the amounts Approved, excluding Commission, and any additional amount determined in accordance with the Licence, which a Player or Syndicate shall be charged for an Entry;
- (lvi) "Supplementary Match Number" in relation to a Game of Pools means the seventh highest ranked Number determined in accordance with Rule 6;
- (lvii) "Syndicate Entry" means an entry which is prescribed in:

- (1) column 3 of Schedule 2
- (lviii) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
- (1) column 4 of Schedule 2
- (lix) "Syndicate Player" means a person who:
- (1) has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
- (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent 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, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (lx) "Syndicate Share Fee" means the amount specified in:
- (1) column 5 of Schedule 2;
- (lxi) "Systems Entry" means an Entry referred to in Rule 9;
- (lxii) "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 Subscription 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 Entry Share in a Game of Pools, and which:
- (1) contains Entry or Syndicate Entry Share details; and
- (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
- (3) may include other particulars such as determined by the Licensee;
- (lxiii) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
- (lxiv) "Void Match" means a Match that is declared by the Licensee to be ineligible to be used in the determination of Winning Match Numbers or the Supplementary Match Number.

- (lxv) "Winning Match 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 OF GAMES OF POOLS AND GAMES OF PROMOTIONAL POOLS

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, 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 Match Numbers and the Supplementary Match Number will be determined by the Licensee on the first working day following the determination of the Results.
- (d) 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.
- (e) 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.
- (f) A Game of Promotional Pools shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (g) 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.
- (h) 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.
- (i) 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.

- (j) A ticket in a Game of Promotional Pools may include one or more Prizes to be won on the same ticket.
- (k) 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 Entry Forms and Tickets 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 Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, 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) An Agent, including a Direct Mail Agent, has no authority to bind the Licensee in contract or otherwise.
- (f) 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.
- (g) 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).
- (h) These Rules will be displayed and made available for inspection at each Agency.

RULE 4 OBJECT

The object of the Game of Pools is to select six (6) Numbers in a Panel, which Numbers are the same as the Winning Match Numbers.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POOLS

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of Pools, before the drawing of that Game of Pools;
 - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment;
 - (ii) a valid Ticket must have issued by the Computer Linked Terminal;
 - (iii) the Entry or a Syndicate Entry Share details recorded on such Ticket issued under Rule 5(a)(ii) must match details held by the Licensee by way of Computer Records; and

(iv) the Player or Syndicate Player must have paid the Subscription or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Entry Share.

(b) Any ticket issued shall be subject to rule 6(g) hereof.

RULE 6 RULES APPLYING TO ENTRY FORMS AND TICKETS

(a) An Entry Form shall consist of Panels which must be completed in the numerical order shown on the said form. A Player or Syndicate Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player or Syndicate Player claiming a resultant Prize may not be entitled to payment of the Prize.

(b) Each Number in a Panel shall represent the Match printed opposite the same number on the List of Matches (subject to Rule 6(e)) notwithstanding that there are fewer Numbers than appear on the List of Matches.

(c) The List of Matches will be published as soon as possible after being approved by the Licensee and will be made available to Players on request.

(d) Subject to Rules 6(e) and 6(f), to determine the Winning Match Numbers and the Supplementary Match Number the Matches represented by the Numbers in a 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(e) the six highest ranked Numbers shall be the Winning Match Numbers and the seventh highest ranked Number shall be the Supplementary Match Number.

(i) Score Draw – Numbers representing Matches where the Result is a Score Draw will be ranked higher than any other Number and a Number representing a Match where the Result is a Score Draw wherein more goals are scored will be ranked higher than a Number representing a Match where the Result is a Score Draw wherein fewer goals are scored.

(ii) Nil Score Draw (no goals scored) – Numbers representing Matches with Nil Score Draws will be ranked equally and such Numbers shall be ranked higher than Numbers representing Matches where the Result is an Away Win or a Home Win.

(iii) Win for Away Team – Numbers representing Matches where the Result is a Win for the Away Team shall be ranked higher than Numbers representing Matches where the Result is a Win for a Home Team. Numbers representing Matches where the Result is an Away Win with a smaller goal difference shall be ranked higher than Numbers representing Matches where the Result is an Away Win with a greater goal difference. Where there are two or more Numbers representing Matches where the Results are Away Wins with the same goal difference Numbers representing matches where the Results are Away Wins wherein more goals are scored shall be ranked higher than Numbers representing Matches where the Results are Away Wins wherein fewer goals are scored.

- (iv) Win for Home Team – Numbers representing Matches where the Result is a Win for the Home Team with a smaller goal difference shall be ranked higher than Numbers representing Matches where the Result is a Win for Home Team with a greater goal difference. Where there are two or more Numbers representing Matches where the Results are Home Wins with the same goal difference Numbers representing Matches where the Results are Home Wins wherein more goals are scored shall be ranked higher than Numbers representing Matches where the Results are Home Wins wherein fewer goals are scored.
- (v) In the event that two or more Numbers in a Panel are or are taken to be of equal rank in accordance with Rule 6(d)(i), (ii), (iii) or (iv) and subject to Rule 6(e) and 6(f) any such Number with a greater magnitude shall be ranked higher than any such Number with a lesser magnitude.
- (vi) A reference in Rules 6(d)(i), (iii) and (iv) to "more goals" or "fewer goals" refers to the total number of goals scored by both the Away Team and the Home Team in a Match.
- (vii) If there are insufficient Results in accordance with Rule 6(d)(i) to determine the Winning Match Numbers and the Supplementary Match Number, then the Results in accordance with Rule 6(d)(ii) shall be taken into account and if still insufficient then the Results in accordance with rule 6(d)(iii) shall be taken into account and if still insufficient then the Results in accordance with rule 6(d)(iv) shall be taken into account.
- (e) 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.
- (f) Where there is insufficient Results in accordance with Rule 6 (d) to determine all Winning Match Numbers and/or the Supplementary Match Number, such Winning Match Number/s and/or Supplementary Match Number shall be determined by a Drawing.
- (g) A completed Entry Form or any other approved form of Entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent or Direct Mail Agent and processed on a Computer Linked Terminal and evidenced by the issue of a Ticket. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Entry Form or other approved form of Entry at the time of presentation to the Agent for processing.
- (h) Subject to paragraph (j) 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 Entry Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry

or Syndicate Player's Syndicate Entry 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 Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been taken by the Player or Syndicate Player from the Agent.

- (i) In the event that the details recorded on a 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.
- (j) Subject to Rule 19(f), a Player may return a Ticket and request that it be cancelled by an Agent. The Agent shall cancel the Ticket on that day provided it is returned on the day of purchase, to the place of purchase and prior to the Drawing of the Game of Pools entered.
- (k) An Agent who has sold a Ticket may cancel a Ticket, with the approval of the Licensee, on the day of purchase of the Ticket, prior to the Drawing of the Game of Pools entered. When a Ticket has been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, paid in respect of such Ticket. A cancelled Ticket shall be void and no Prize shall be payable by the Licensee in respect of such Ticket.
- (l) The Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the Drawing of the Game of Pools entered effect a cancellation of a Ticket at the Licensee's central processing computer equipment host site. When a Ticket has been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, paid in respect of such Ticket. A cancelled Ticket shall be void and no prize shall be payable by the Licensee in respect of such Ticket.
- (m) 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 an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent 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 Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.
- (n) Where Numbers in a Game of Pools have been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
 - (i) no Subscription or Syndicate Entry Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of selling in respect of that Game of Pools by the Agent; and

- (ii) such Agent has failed to cancel the Numbers before the completion of that Game of Pools; then

such Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Numbers and in such case, for the purposes of these Rules, such Agent shall be considered:

- (iii) to have paid the Subscription or Syndicate Share Fee, as the case may be; and
 - (iv) shall be considered a Player or Syndicate Player as the case may be; and
 - (v) shall be the holder of the Entry or Syndicate Entry Share, as the case may be.
- (o) 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.
 - (p) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or a Ticket. Entry into a Game of Pools by a Player with a Direct Mail Agent does not exempt the Player from being bound by these Rules and a Player utilising a Direct Mail Agent to submit an Entry Form shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form, the issue of any Ticket and the payment of any Prize.
 - (q) Neither the Licensee nor an Agent 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.
 - (r) 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

The Licensee is Approved to charge a Player or Syndicate Commission in the amounts specified in Schedule 1 of these Rules. 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 Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

RULE 8 STANDARD ENTRY

- (a) For a Standard Entry to be made six (6) Numbers shall have been Marked in each Panel completed for a Standard Entry.
- (b) No fewer than two (2) Panels must be completed for each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form. Any additional Panels must be completed in multiples of two (2) in numerical order.

- (c) The Subscription for each Standard Entry shall be \$1.00 for two (2) Panels and \$1.00 for any two (2) additional Panels.
- (d) If more than six (6) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.
- (e) If less than six (6) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post entry into a Game of Pools shall not take effect and the Licensee shall return the Standard Entry together with any Fees therewith to the Player.

RULE 9 SYSTEMS ENTRY

- (a) A Systems Entry shall be made by selecting more than six (6) Numbers in a Panel; so that seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), or eighteen (18) Numbers may be Marked in a Panel for a Systems Entry.
- (b) Only one (1) system may be selected for a Systems Entry by Marking the appropriate Bounded Area on the Systems Entry Form. That system shall apply to all Panels completed on that Entry Form.
- (c) Numbers on a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed the following shall be Marked:
 - System 7 - seven (7) Numbers
 - System 8 - eight (8) Numbers
 - System 9 - nine (9) Numbers
 - System 10 - ten (10) Numbers
 - System 11 - eleven (11) Numbers
 - System 12 - twelve (12) Numbers
 - System 13 - thirteen (13) Numbers
 - System 14 - fourteen (14) Numbers
 - System 15 - fifteen (15) Numbers
 - System 16 - sixteen (16) Numbers
 - System 17 - seventeen (17) Numbers
 - System 18 - eighteen (18) Numbers
- (d) In respect of a Syndicate Entry:
 - (i) More than nine (9) Numbers shall be Marked in a Panel; so that ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15),

sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on a Systems Entry Form; and

- (ii) The appropriate Bounded Area shall be Marked on the Systems Entry Form to select the particular system; and
- (iii) Only one (1) system may be selected on a Systems Entry Form. That system shall apply to all Panels completed on that Systems Entry Form; and
- (iv) The Numbers on a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

System 10 - ten (10) Numbers

System 11 - eleven (11) Numbers

System 12 - twelve (12) Numbers

System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers

System 15 - fifteen (15) Numbers

System 16 - sixteen (16) Numbers

System 17 - seventeen (17) Numbers

System 18 - eighteen (18) Numbers

- (e) Notwithstanding any other provision in the Rules, where a Mark on an Entry Form which has been forwarded to the Licensee by post has not been made in accordance with Rule 9(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rule 9(d), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such a manner and having regard to such factors as the Chief Executive Officer determines appropriate. Thereafter such Systems Entry shall be included in that Game of Pools and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (f) Any number of Panels up to the total number of Panels on the Entry Form may be completed.
- (g) The Subscriptions for a Systems Entry are:

System Number	Equivalent Number of Standard Panels entered	Subscription \$	Number of Bounded Areas to be Marked in each Panel
7	7	3.50	7

System Number	Equivalent Number of Standard Panels entered	Subscription \$	Number of Bounded Areas to be Marked in each Panel
8	28	14.00	8
9	84	42.00	9
10	210	105.00	10
11	462	231.00	11
12	924	462.00	12
13	1716	858.00	13
14	3003	1,501.50	14
15	5005	2,502.50	15
16	8008	4,004.00	16
17	12376	6,188.00	17
18	18564	9,282.00	18

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made in any of the consecutive Games of Pools prescribed in Rule 10(d).
- (b) Either a Standard Entry or System 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, or 18 Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (c) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry. Rule 9 shall, insofar as it relates to a Multi-Week Entry apply only to Systems 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, or 18.
- (d) A Multi-Week Entry may be submitted for entry in five (5), ten (10), twenty-five (25) or fifty (50) consecutive Games of Pools.
- (e) In a Multi-Week Entry, the number of consecutive Games of Pools to be entered shall be selected by Marking the appropriate Bounded Area.
- (f) If an Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(e), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such manner having regard to such factors as the Chief Executive Officer determines appropriate.
- (g) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry submitted in a Game of Pools multiplied by

the number of consecutive Game of Pools in which the Entry is entered under Rules 10(e) or 10(f).

RULE 11 SUBMISSION OF ENTRY FORMS

- (a) The Licensee may impose a registration fee payable by a Player or 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 Pools or a Game of Promotional Pools.
- (c) An Entry Form may only be submitted through:
 - (i) an Agent; or
 - (ii) a Direct Mail Agent; or
 - (iii) except as provided in Rule 19(h), by post in accordance with paragraphs (i), (k) and (l) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry or Syndicate Entry in respect of a Game of Pools submitted to an Agent or a Direct Mail Agent or the Licensee by a Player or Syndicate Player must be accompanied by the correct Fee or Syndicate Share Fee and player registration fee (if applicable).
- (e) The form of payment of the 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) (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
HOMEBUSH BAY 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 Form are taken to be made or given exclusively by the Player in respect of an Entry or the Syndicate Player in respect of a Syndicate Entry.
- (h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry 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 Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the closure of the Game of Pools relating to that entry. For the purpose of this paragraph an Entry or Syndicate Entry will be deemed 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(j), 19(e) and 19(f), no Ticket may be withdrawn or altered after issue thereof to a Player or Syndicate Player without the consent of the Licensee.
- (k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY NSW 2127

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (l) An Entry sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said Entry will be entered by the Licensee in the next Game of Pools for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may be paid by personal cheque only with the prior written agreement of the Chief Executive Officer.
- (n) 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 (n)(i), the form of entry in a Game of Promotional Pools may be any of the following (or combination of the following):
 - (1) part of a Ticket
 - (2) any other ticket or document;
 - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Pools is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Pools:
 - (1) constitutes the Player's or Syndicate Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional Pools.

RULE 12 DETERMINATION OF PRIZES

- (a) Prizes for each Game of Pools shall be paid by the Licensee from the Prize Pool in the percentages specified in this Rule and shall be classified as Division 1, Division 2, Division 3, Division 4 and Division 5 Prizes.
- (b) 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 payable shared equally between those Entries and/or Syndicate Entries.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12 (c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) 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 65% 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 all the Winning Match Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 65% 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, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Match Numbers in the Jackpot Competition

Division 2:

A Prize of an amount equal to 2% 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 six (6) Winning Match Numbers together with the Supplementary Match Number.

Division 3:

A Prize of an amount equal to 6% 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 no more than five (5) of the six (6) Winning Match Numbers.

Division 4:

A Prize of an amount equal to 15% 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 six (6) Winning Match Numbers.

Division 5:

A Prize of an amount equal to 12% 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 no more than three (3) of the six (6) Winning Match Numbers together with the Supplementary Match Number.

- (f) If any Prize in a Division payable pursuant to Rule 12(e) 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 Match Numbers (including Supplementary Match Number if relevant) for such Divisions.
- (g) If any Prize computed in accordance with Rule 12(e) (and after any application of Rule 12(f)) is less than \$1.00 then the Prize which would otherwise be payable shall be increased so that the amount is \$1.00.

- (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 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 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 shared equally between 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 and shall be paid from the Prize Reserve Fund;
 - (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 competition.
- (h) A Game of Pools may include an additional Prize or Prizes, Prizes paid on special occasions or pursuant to Rule 12(k) (as Approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (j) 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; and
 - (6) 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.
- (k) 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 PROVISIONAL PRIZE WINNERS AND PRIZE-WINNERS

- (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 Match Numbers and the Supplementary Match Number;
 - (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 Prizes and the number of Prize-winners in respect of Division 2, Division 3, Division 4 and Division 5.
- (b) Following determination of the Winning Match Numbers and Supplementary Match 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) Where appropriate the Licensee shall 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 AND PROVISIONAL PRIZES

- (a)
 - (i) Other than as provided for Registered Players, or Registered Syndicate Players, any Provisional Prize (or in the case of a Syndicate Entry, a share of 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 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 Provisional Prize (or, in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Provisional Prize) in a Game of Pools which exceeds \$10,000 will be notified personally or by mail within five (5) 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 the 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 or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, 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) in respect of a Game of Pools not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the completion of that Game of Pools. 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 eight (8) weeks after the completion of that Game of Pools; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;
- (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 an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks;
- (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 Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by an Agent 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. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;
- (i) A:
- (i) Registered Player or Registered 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) pursuant to Rule 14(b) and who has not been notified within five (5) days in accordance with Rule 14(b) and/or 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 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 completion of the relevant Game of Pools, starting on the day immediately following the completion of that Game of Pools.

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 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 Serial 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 \$1000.00 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 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 Player or Syndicate Player may fail to meet one or more of the elements (1) or (2) contained in Rules 1(xli) or 1(lxi) 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 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;
- (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;

- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of 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 the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made 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 an Agent or by mail direct to:

The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
HOMEBUSH BAY 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 an Agent 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 (j) or Rule 12 (k) 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.
- (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.
- (ab) 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.
- (ac) 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(n)(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 the claimant has complied with all conditions relating to the Game of Promotional Pools advertised under Rule 12(k)(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) a Ticket may have been issued; or
- (ii) a Drawing has occurred in respect of a Ticket;

an Entry or a Syndicate Entry 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 Entry 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 Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
- (ii) the Player or Syndicate Player has defaulted in payment of any previous 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 Entry has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Subscription 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 Entry Share.

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 Agent 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 Agent and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent 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 of 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 Form 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 Form 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 Agent or an employee, servant or contractor of the Agent in respect of:
 - (1) the processing of an Entry Form;
 - (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 an Agent or an employee, servant or contractor of an Agent or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Agent and every Employee of an Agent 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 Form 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 Form or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, 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 Agent and each and every Employee of the Licensee or an Agent, 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 Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Pools, an Agent 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, an Agent 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 an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent 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 agent 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

- (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 this 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.

RULE 19 A SYNDICATE ENTRY

- (a) An Entry as specified in column 1 of Schedule 2 shall be a Syndicate Entry if specified in, respectively:
 - (i) column 3 of Schedule 2.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in:
 - (i) column 4 of Schedule 2.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
 - (i) column 5 of Schedule 2.
- (d) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Entry Share purchased by the Syndicate Player.
- (e) Before the Agent sells a Syndicate Entry Share in a Syndicate Entry the Agent must by means of the Computer Linked Terminal direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the Syndicate Entry nominated by the Agent.
- (f) An Agent who has directed the Licensee's central processing computer equipment pursuant to rule 19(e) may also direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the nominated Syndicate Entry which sale may be effected by the Agent and also by other Agents nominated by the Agent.
- (g) Where no Syndicate Entry Share has been sold in a Syndicate Entry in respect of which the Agent has made a direction in accordance with Rule 19(e) that Syndicate Entry:
 - (i) is not eligible to be entered into a Game of Pools;
 - (ii) shall not be included in a Drawing; and
 - (iii) is not entitled to receive any Prize.
- (h) For the sake of clarity, no person or other legal entity is entitled to receive a Prize in the event of the occurrence of the circumstances specified in Rule 19(g).
- (i) Where at least one (1) but not all Syndicate Entry Shares have been sold in respect of a Syndicate Entry before the Drawing of the Game of Pools into which the Syndicate Entry is entered the Agent responsible for directing the central processing computer equipment pursuant to Rule 19(e) in respect of that Syndicate Entry shall be solely liable for and shall pay to the Licensee all Syndicate Entry Share Fees which have not been paid in respect of the unsold Syndicate Entry Shares in the Syndicate Entry and in such case, for the purposes of these Rules, and in relation to such unsold Syndicate Entry Share or Shares, the Agent shall be considered to be the Syndicate Player. In these circumstances the Syndicate Entry shall be:
 - (i) eligible to be entered into the Game of Pools;

- (ii) be included in the Drawing; and
 - (iii) be entitled to receive any Prize.
- (j) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares other than the Syndicate Share Fee.
- (k) Upon payment of the Syndicate Share Fee in respect of a Syndicate Entry Share a Syndicate Player shall be entitled to receive a Ticket.
- (l) Each Syndicate Entry Share shall have the same Numbers as the Syndicate Entry nominated by the Agent pursuant to Rule 19(e).
- (m) An Agent may cancel a Ticket in respect of a Syndicate Entry Share sold by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased and prior to the Drawing, and provided at least one (1) Syndicate Entry Share remains unsold in respect of the relevant Syndicate Entry.
- (n) A Syndicate Entry Share may not be purchased by post from the Licensee.

SCHEDULE 1 - COMMISSION

Standard

2 to 14 games	.....	\$	0.20
16 games	.....	\$	0.40
18 games	.....	\$	0.50
24 games	.....	\$	0.60
30 Games	.....	\$	0.80

System -	7	.....	\$	0.20
per Panel	8	.....	\$	0.40
	9	.....	\$	0.50
	10	.....	\$	1.00
	11	.....	\$	2.00
	12	.....	\$	4.00
	13	.....	\$	6.00
	14	.....	\$	8.50
	15	.....	\$	17.50
	16	.....	\$	26.00
	17	.....	\$	32.00
	18	.....	\$	48.00

Multi-week

Standard				
2 to 14 games	5	weeks	.....	\$ 0.40
16 games	5	weeks	.....	\$ 0.60
18 games	5	weeks	.....	\$ 0.70
24 games	5	weeks	.....	\$ 0.90
30 games	5	weeks	.....	\$ 1.20

2 to 14 games	10	weeks	.....	\$ 0.80
16 games	10	weeks	.....	\$ 1.00
18 games	10	weeks	.....	\$ 1.20
24 games	10	weeks	.....	\$ 1.50
30 games	10	weeks	.....	\$ 1.90

2 to 14 games	25	weeks	.....	\$ 1.20
16 games	25	weeks	.....	\$ 1.30
18 games	25	weeks	.....	\$ 1.50
24 games	25	weeks	.....	\$ 2.00
30 games	25	weeks	.....	\$ 2.70

2 to 14 games	50	weeks	.....	\$ 2.25
16 games	50	weeks	.....	\$ 2.60
18 games	50	weeks	.....	\$ 3.00
24 games	50	weeks	.....	\$ 4.00
30 games	50	weeks	.....	\$ 5.50

System 7 -	5	weeks	.....	\$ 0.40
per Panel	10	weeks	.....	\$ 0.80
	25	weeks	.....	\$ 1.55
	50	weeks	.....	\$ 2.95

System 8 - per Panel	5	weeks	\$ 1.00
	10	weeks	\$ 2.00
	25	weeks	\$ 3.00
	50	weeks	\$ 4.00

System 9 - per Panel	5	weeks	\$ 1.25
	10	weeks	\$ 2.50
	25	weeks	\$ 3.75
	50	weeks	\$ 5.60

System 10 - per Panel	5	weeks	\$ 1.85
	10	weeks	\$ 3.70
	25	weeks	\$ 5.55
	50	weeks	\$ 7.40

System 11 - per Panel	5	weeks	\$ 3.75
	10	weeks	\$ 7.50
	25	weeks	\$ 11.25
	50	weeks	\$ 15.00

System 12 - per Panel	5	weeks	\$ 7.50
	10	weeks	\$ 11.25
	25	weeks	\$ 15.00
	50	weeks	\$ 18.75

System 13 - per Panel	5	weeks	\$ 12.50
	10	weeks	\$ 18.75
	25	weeks	\$ 25.00
	50	weeks	\$ 31.25

System 14 - per Panel	5	weeks	\$ 20.00
	10	weeks	\$ 30.00
	25	weeks	\$ 40.00
	50	weeks	\$ 50.00

System 15 - per Panel	5	weeks	\$ 25.00
	10	weeks	\$ 37.50
	25	weeks	\$ 50.00
	50	weeks	\$ 62.50

System 16 - per Panel	5	weeks	\$ 50.00
	10	weeks	\$ 75.00
	25	weeks	\$100.00
	50	weeks	\$125.00

System 17 - per Panel	5	weeks	\$ 75.00
	10	weeks	\$112.50
	25	weeks	\$150.00
	50	weeks	\$187.50

System 18 - per Panel	5	weeks	\$100.00
	10	weeks	\$150.00
	25	weeks	\$200.00
	50	weeks	\$250.00

SCHEDULE 2 - SYNDICATE SHARES

POOLS				
Column 1 ENTRY	Column 2 ENTRY FEE	Column 3 SYNDICATE ENTRY	Column 4 SYNDICATE ENTRY SHARES	Column 5 SYNDICATE SHARE FEE PER PANEL (Cost per Share)
System 10	\$106.00	System 10	5	\$21.20
System 10	\$106.00	System 10	10	\$10.60
System 10	\$106.00	System 10	20	\$5.30
System 11	\$233.00	System 11	5	\$46.60
System 11	\$233.00	System 11	10	\$23.30
System 11	\$233.00	System 11	20	\$11.65
System 12	\$466.00	System 12	5	\$93.20
System 12	\$466.00	System 12	10	\$46.60
System 12	\$466.00	System 12	20	\$23.30
System 12	\$466.00	System 12	40	\$11.65
System 13	\$864.00	System 13	5	\$172.80
System 13	\$864.00	System 13	10	\$86.40
System 13	\$864.00	System 13	20	\$43.20
System 13	\$864.00	System 13	40	\$21.60
System 14	\$1,510.00	System 14	5	\$302.00
System 14	\$1,510.00	System 14	10	\$151.00
System 14	\$1,510.00	System 14	50	\$30.20
System 15	\$2,520.00	System 15	5	\$504.00
System 15	\$2,520.00	System 15	10	\$252.00
System 15	\$2,520.00	System 15	50	\$50.40
System 16	\$4,030.00	System 16	5	\$806.00
System 16	\$4,030.00	System 16	10	\$403.00
System 16	\$4,030.00	System 16	20	\$201.50
System 16	\$4,030.00	System 16	40	\$100.75
System 16	\$4,030.00	System 16	50	\$80.60
System 16	\$4,030.00	System 16	100	\$40.30
System 16	\$4,030.00	System 16	200	\$20.15
System 17	\$6,220.00	System 17	5	\$1,244.00
System 17	\$6,220.00	System 17	10	\$622.00
System 17	\$6,220.00	System 17	20	\$311.00
System 17	\$6,220.00	System 17	40	\$155.50
System 17	\$6,220.00	System 17	50	\$124.40
System 17	\$6,220.00	System 17	100	\$62.20
System 17	\$6,220.00	System 17	200	\$31.10
System 18	\$9,330.00	System 18	5	\$1,866.00
System 18	\$9,330.00	System 18	10	\$933.00
System 18	\$9,330.00	System 18	20	\$466.50
System 18	\$9,330.00	System 18	40	\$233.25
System 18	\$9,330.00	System 18	50	\$186.60
System 18	\$9,330.00	System 18	100	\$93.30
System 18	\$9,330.00	System 18	200	\$46.65

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

ALBURY CITY COUNCIL

Roads Act 1993, Section 162

Road Naming

NOTICE is given that Albury City Council has named two roads in the suburb of Thurgoona. Both new roads come off the north side of Fairway Gardens Road. The eastern new road is named Ferrier Court and the western new road is named Snead Place. Mr LESLIE G. TOMICH, General Manager, Albury City Council, PO Box 323, Albury NSW 2640. [4002]

ALBURYCITY COUNCIL

Roads Act 1993, Section 162

Naming of Roads

NOTICE is given that AlburyCity Council, in pursuance of Section 162 of the Roads Act 1993, has named the roads described hereunder:

<i>Location</i>	<i>Names Adopted</i>
New road and existing Carsten Street alignment between Urana Road and Lyne Street, Lavington.	Carstens Street
New road off west side of Carstens Street.	Lea Court
New road off west side of Carstens Street.	Royce Crescent
New road off west side of Royce Crescent	Hazeldene Court
South western section of O'Shea Street off Urana Road	Newman Nook
Northern section of Carsten Street and existing north east section of O'Shea Street	O'Shea Street

Mr LESLIE G. TOMICH, General Manager, AlburyCity Council, PO Box 323, Albury NSW 2640. [4003]

BATHURST REGIONAL COUNCIL

Roads Act 1993

Naming of Roads

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

<i>Location</i>	<i>New Street Name</i>
Subdivision of Lot 551, DP 1092658; Lot 201, DP 1120662 and Lots 59 and 60, DP 107101, off Blaxland Drive, Llanarth.	Lockyer Place.

Authorised by resolution of the Council on 21 May 2008. D. SHERLEY, General Manager, Bathurst Regional Council, PMB 17, Bathurst NSW 2795. [4004]

BURWOOD COUNCIL

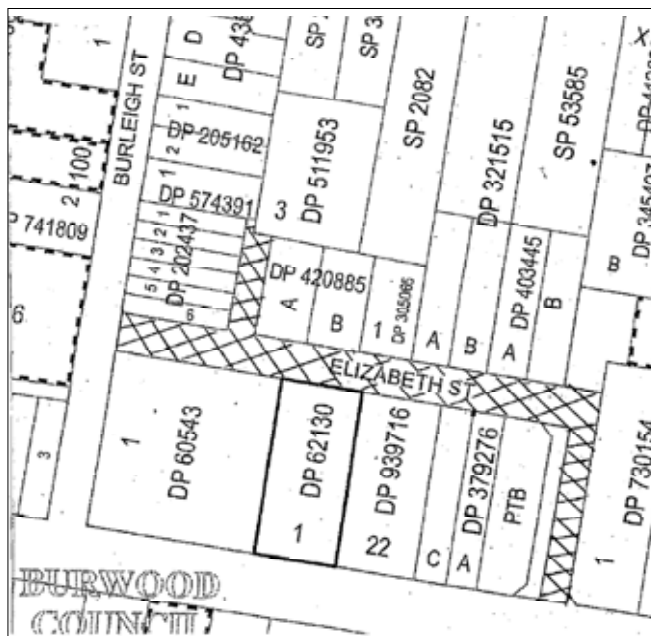
Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that Burwood Council in pursuance of section 16 of the Roads Act 1993, dedicates the land described in the Schedule as public road. P. ROMANO, General Manager, Burwood Council, PO Box 240, Burwood NSW 1805.

SCHEDULE

That part of Elizabeth Street, Burwood, being the land contained in Certificate of Title Volume 973 Folio 121 and the land contained in Conveyance Book 45 Number 755, Parish of Concord, County of Cumberland and Local Government Area of Burwood, as shown cross-hatched on the accompanying plan.



[4005]

MARRICKVILLE COUNCIL

Roads Act 1993

Section 10

Dedication of Land as Public Road

THE Marrickville Council hereby gives notice that pursuant to Section 10 of the Roads Act 1993, the land described in the Schedule below is dedicated as a public road. Dated 1 July 2008. K. HAWKE, Acting General Manager, Marrickville Council 2-14 Fisher Street Petersham NSW 2049.

SCHEDULE

Lot 20 in DP 747610, Parish of Petersham, County of Cumberland and situate at 614 Princes Highway St Peters.

[4006]

PORT MACQUARIE-HASTINGS COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

PORT MACQUARIE-HASTINGS COUNCIL declares with the approval of Her Excellency the Governor, that the land described in Schedule 1 below and the easement described in Schedule 2 below, excluding any mines or deposits of minerals in the land, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for sewerage purposes. Dated at Port Macquarie, this 24th day of June 2008. DAVID MEAD, General Manager, Port Macquarie-Hastings Council, Lord and Burrawan Streets, Port Macquarie NSW 2444.

SCHEDULE 1

Lot 1, DP 1120785.

SCHEDULE 2

Easement to drain water marked (A) shown on DP 1120785. [4007]

SHOALHAVEN CITY COUNCIL

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

SHOALHAVEN CITY COUNCIL declares with the approval of Her Excellency the Governor, that the land described in Schedule A below, excluding the Covenant in Schedule B and excluding any mines or deposits of minerals in the land, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the provision of a public road. Dated at Nowra, this 26th day of June 2008. R. PIGG, General Manager, Shoalhaven City Council, PO Box 42, Nowra NSW 2541.

SCHEDULE A

Lots 2, 3, 4 and 5, DP 1082382.

SCHEDULE B

Covenant G166570 as shown on the Certificate of Title Folio 26/25550. [4008]

TWEED SHIRE COUNCIL

Roads Act 1993, Section 10

Dedication of Lands as Public Road

NOTICE is hereby given that the Tweed Shire Council, by resolution of the Council dated 13 November 2007, has resolved to dedicate the land described hereunder as public road pursuant to section 10 of the Roads Act 1993. M. RAYNER, General Manager, Tweed Shire Council, PO Box 816, Murwillumbah NSW 2484.

SCHEDULE

Lots 2, 3 and 4 in DP 1121237. [4009]

WENTWORTH SHIRE COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land and Easements

WENTWORTH SHIRE COUNCIL declares, with the approval of Her Excellency the Governor, that the lands described in Schedule 1 below, excluding mines and deposits of minerals within the land and the interests listed in Schedule 2 below, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for residential subdivision and re-sale. Dated at Wentworth, this 17th day of March 2008. PETER KOZLOWSKI, General Manager, Wentworth Shire Council, PO Box 81, Wentworth NSW 2648.

SCHEDULE 1

Land

Lots 1, 2 and 3, DP 1084410.

SCHEDULE 2

Interests in Land

DP 820470 Easement for Powerline 4 wide affecting the part of the land above described so burdened in the title diagram of DP 820470.

DP 820470 Easement for Water Supply 3 wide affecting the part of the land above described so burdened in the title diagram of DP 820470.

DP 820470 Easement to Drain Sewage 5.03 wide affecting the part of the land above described so burdened in the title diagram of DP 820470.

DP 820470 Easement for Powerline 4 wide affecting the part of the land above described so burdened in the title diagram of DP 820470. [4010]

YASS VALLEY COUNCIL

Erratum

Correction Notice under Section 162 of the Roads Act 1993

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4883, naming Pinebark Lane running east from Nanima Road is amended and named Pinebank Lane.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4884, describing Old Federal Highway as finishing at Shingle Hill Way at Lot 196, DP 754882 is amended to finishing at Lot 2, DP 611225.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4885, describing Wargeila Road as starting at Yass Valley Way at Lot 51, DP 1035230 is amended to starting at Lot 1, DP 155502.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4886, describing Sargents Road as starting at Hughstonia Road is amended as starting at Crossleys Road.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4886, describing Garryowen Road as starting at Lot 307, DP 753591, Cattle Street is amended as starting at Lot 15, section 9, DP 758109, Manning Street.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4887, describing Black Range Road as starting at the Hume Highway is amended as starting at Yass Valley Way.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4887, describing Turtons Road as starting at Lot 203, DP 553596 is amended as starting at Lot 203, DP 753596.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4888, describing Old Taemus Road as starting at Lot 1, DP 524883 is amended as starting at Lot 57, DP 751831.

A notice published in the *New South Wales Government Gazette* of 13th June 2008, Number 68, Folio 4885, describing Bouchers Lane as running north-east from Bouchers Drive is amended as running north-west from Bouchers Drive.

DAVID ROWE, Acting General Manager, Yass Valley Council, PO Box 6, Yass NSW 2582. [4011]

ESTATE NOTICES

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of CHARLES HENRY BARRETT, late of Booker Bay, in the State of New South Wales, who died on 28 February 2008, must send particulars of their claim to the executors, Richard Charles Barrett and Robert Stephen Barrett, c.o. Messrs Barton & Co., Solicitors, 128/121-133 Pacific Highway, Hornsby NSW 2077, 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 30 May 2008. MESSRS BARTON & CO., Solicitors, Polaris, 128/121-133 Pacific Highway, Hornsby NSW 2077 (PO Box 344, Hornsby NSW 1630), tel.: (02) 9476 1744. Reference: DFB:RS/Barrett. [4012]

COMPANY NOTICES

NOTICE of final general meeting.—POATE BUILDINGS PTY LIMITED, ACN 000 070 173.—Notice is hereby given that in terms of the Corporations Act a final general meeting of the company will be held at the office of the Liquidator, Suite 3/11 West Street, North Sydney, at 9:00 a.m., on 25 July 2008, for the purpose of having laid before it by the Liquidator an account showing how the winding up has been conducted and the property of the company disposed of. Dated this 27 day of June 2008. E. M. COWLEY, Liquidator, c.o. E. M. Cowley & Co., Suite 3, 11 West Street, North Sydney NSW 2060. [4013]

OTHER NOTICES

ELECTRICITY SUPPLY ACT 1995

Land Acquisition (Just Terms Compensation) Act 1991
Notice of Compulsory Acquisition of Easement

TRANSGRID, by its delegate Paul Phillips, declares, with the approval of Her Excellency the Governor, with the advice of the Executive Council, that the interest described in Schedule 1 to this Notice in the land described in Schedule 2 to this Notice is acquired by compulsory process under the Land Acquisitions (Just Terms Compensation) Act 1991 for the purposes of the Electricity Supply Act 1995.

Dated at Sydney, this 4th day of July 2008.

PAUL PHILLIPS,
General Manager, Business Services

SCHEDULE 1

Easement rights as described in Memorandum registered no AB283819H filed at the Department of Lands, New South Wales.

SCHEDULE 2

All those pieces or parcels of land situate in the Local Government Area of Mid-Western Regional, Parish of Ulan and County of Bligh, being those parts of Lot 65 in Deposited Plan 750773 (being the land described in folio identifier 65/750773), Lot 66 in Deposited Plan 750773 (being the land described in folio identifier 66/750773), Lot 86 in Deposited Plan 724658 (being the land described in folio 86/724658), Lot 85 in Deposited Plan 704094 (being the land described in folio identifier 85/704094) and Lot 88 in Deposited Plan 724654 (being the land described in folio identifier 88/724654) shown as easement for transmission line 60 wide in Deposited Plan 1090157.

All those pieces or parcels of land situate in the Local Government Area of Mid-Western Regional, Parish of Ulan and County of Bligh, being those parts of Lot 38 in Deposited Plan 750773 (being part of the land described in Auto Consol 11745-47), Lot 37 in Deposited Plan 750773 (being part of the land described in Auto Consol 11745-47), Lot 1 in Deposited Plan 131756 (being part of the land described in Auto Consol 11745-47), Lot 36 in Deposited Plan 750773 (being part of the land described in Auto Consol 11745-47) and Lot 35 in Deposited Plan 750773 (being part of the land described in Auto Consol 11745-47) shown as easement for transmission line 60 wide in Deposited Plan 1090157.

All those pieces or parcels of land situate in the Local Government Area of Mid-Western Regional, Parish of Moolarben and County of Phillip, being those parts of Lot 291 in Deposited Plan 720330 (being the land described in folio identifier 291/720330) and Lot 1 in Deposited Plan 722879 (being the land described in folio identifier 1/722879) shown as easement for transmission line 60 wide in Deposited Plan 1090157.

All those pieces or parcels of land situate in the Local Government Area of Mid-Western Regional, Parish of Moolarben and County of Phillip, being those parts of Lot 14 in Deposited Plan 755442 (being the land described in folio identifier 14/755442), Lot 8 in Deposited Plan 755442 (being the land in Conveyance No. 205 Book 3489), Lot 27 in Deposited Plan 755439 (being the land described in folio identifier 27/755439) and Lot 19 in Deposited Plan 132631

(being part of the land described in Auto Consol 11745–47) shown as easement for transmission line 60 wide in Deposited Plan 1090157.

All those pieces or parcels of land situate in the Local Government Area of Mid-Western Regional, Parish of Lennox and County of Phillip, being those parts of Lot 54 in Deposited Plan 736630 (being the land described in folio identifier 54/736630), Lot 53 in Deposited Plan 736630 (being the land described in folio identifier 53/736630), Lot 51 in Deposited Plan 736630 (being the land described in folio identifier 51/736630), Lot 241 in Deposited Plan 1111238 (being the land described in folio identifier 241/1111238) and Lot 3 in Deposited Plan 722882 (being the land described in folio identifier 3/722882) shown as easement for transmission line 60 wide in Deposited Plan 1090157.

All those pieces or parcels of land situate in the Local Government Area of Mid-Western Regional, Parish of Wilpinjong and County of Phillip, being those parts of Lot 106 in Deposited Plan 755454 (being the land described in folio identifier 106/755454), Lot 118 in Deposited Plan 724657 (being the land described in folio identifier 118/724657), Lot 29 in Deposited Plan 755454 (being part of the land described in Auto Consol 6475-183), Lot 30 in Deposited Plan 755454 (being part of the land described in Auto Consol 6475–183), Lot 69 in Deposited Plan 755454 (being part of the land described in Auto Consol 6475–183), Lot 122 in Deposited Plan 724655 (being the land described in folio identifier 122/724655) and Lot 59 in Deposited Plan 755454 (being part of the land described in Auto Consol 6475-183) shown as easement for transmission line 60 wide in Deposited Plan 1087053.

That piece of land situate in the Local Government Area of Mid-Western Regional, Parish of Moolarben and County of Phillip, being that part of Lot 3 in Deposited Plan 878678 (being land described in folio identifier 3/878678) shown as easement for transmission line 60 wide in Deposited Plan 1091140.

That interest in land situate in the Local Government Area of Mid-Western Regional, Parish of Moolarben and County of Phillip, being that part of right of carriageway 20 wide and variable created by Deposited Plan 878678 shown as easement for transmission line 60 wide in Deposited Plan 1091140. [4014]