



Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 43
Friday, 26 March 2010

Published under authority by Government Advertising

LEGISLATION

Online notification of the making of statutory instruments

Week beginning 15 March 2010

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

Proclamations commencing Acts

[NSW Lotteries \(Authorised Transaction\) Act 2009 No. 60](#) (2010-94) – published LW 19 March 2010

Regulations and other statutory instruments

[Criminal Records Amendment Regulation 2010](#) (2010-93) – published LW 18 March 2010

[James Hardie \(Civil Liability\) Regulation 2010](#) (2010-95) – published LW 19 March 2010

[James Hardie \(Civil Penalty Compensation Release\) Regulation 2010](#) (2010-96) –
published LW 19 March 2010

[James Hardie Former Subsidiaries \(Winding up and Administration\) Amendment \(James Hardie Industries SE\) Regulation 2010](#) (2010-97) – published LW 19 March 2010

[Public Authorities \(Financial Arrangements\) Amendment \(Forestry Commission\) Regulation 2010](#) (2010-98)
– published LW 19 March 2010

[Public Sector Employment and Management \(Land and Property Management Authority\) Order 2010](#) (2010-99)
– published LW 19 March 2010

Environmental Planning Instruments

[Armidale Dumaresq Local Environmental Plan 2008 \(Amendment No. 4\)](#) (2010-91) –
published LW 19 March 2010

[Coonabarabran Local Environmental Plan 1990 \(Amendment No. 2\)](#) (2010-92) –
published LW 19 March 2010

Assents to Acts

ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney, 22 March 2010

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. 1, 2010 – An Act to amend the Crimes (Administration of Sentences) Act 1999 and other legislation with respect to the making of parole orders for Norfolk Island prisoners, corrective services dogs and the provision of information; and for other purposes. [**Crimes (Administration of Sentences) Amendment Bill**]

Act No. 2, 2010 – An Act to amend the Crimes Act 1900 in relation to police pursuits; and to amend the Criminal Procedure Act 1986 and the Road Transport (General) Act 2005 consequentially. [**Crimes Amendment (Police Pursuits) Bill**]

Act No. 3, 2010 – An Act to amend the Housing Act 2001 to make further provision in relation to community housing providers; and for other purposes. [**Housing Amendment (Community Housing Providers) Bill**]

Act No. 4, 2010 – An Act to amend the Sydney Olympic Park Authority Act 2001 to make provision with respect to noise management at major events carried on at Sydney Olympic Park; to make provision with respect to the functions of the Sydney Olympic Park Authority in relation to residential facilities; and for other purposes. [**Sydney Olympic Park Authority Amendment Bill**]

RUSSELL D. GROVE, P.S.M.,
Clerk of the Legislative Assembly

ACTS OF PARLIAMENT ASSENTED TO

Legislative Council Office Sydney, 22 March 2010

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 Act passed by the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, viz.:

Act No. 5, 2010 – An Act to amend the Historic Houses Act 1980 to revoke the reservation of the Throsby Park Historic Site under the National Parks and Wildlife Act 1974 and to provide for the vesting of the Site in the Historic Houses Trust of New South Wales. [**Historic Houses Amendment (Throsby Park Historic Site) Act 2010**]

LYNN LOVELOCK,
Clerk of the Parliaments

OFFICIAL NOTICES**Appointments**

Department of Premier and Cabinet, Sydney
24 March 2010

**MINISTERIAL ARRANGEMENTS DURING THE
ABSENCE OF THE TREASURER AND
SPECIAL MINISTER OF STATE**

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Hon. J. HATZISTERGOS, M.L.C., Attorney General, Minister for Citizenship, Minister for Regulatory Reform and Vice President of the Executive Council, to act for and on behalf of the Treasurer and Special Minister of State, on and from 26 March 2010, with a view to him performing the duties of the Honourable E. M. Roozendaal, during his absence from duty.

KRISTINA KENEALLY, M.P.,
Premier

Department of Industry and Investment

COAL MINE HEALTH AND SAFETY ACT 2002

Instrument of Appointment

I, BRAD MULLARD, Executive Director Mineral Resources, Department of Industry and Investment, pursuant to section 145 (1) (b) of the Coal Mine Health and Safety Act 2004, hereby appoint Alan Ward SWEENEY as an Inspector.

Dated this 19th day of March 2010.

BRAD MULLARD,
Executive Director Mineral Resources,
Department of Industry and Investment
(under subdelegation from Director-General
of authority delegated by Minister)

COAL MINE HEALTH AND SAFETY ACT 2002

Instrument of Appointment

I, BRAD MULLARD, Executive Director Mineral Resources, Department of Industry and Investment, pursuant to section 145 (1) (b) of the Coal Mine Health and Safety Act 2002, hereby appoint Lyndon Owen HUGHES as an Inspector.

Dated this 19th day of March 2010.

BRAD MULLARD,
Executive Director Mineral Resources,
Department of Industry and Investment
(under subdelegation from Director-General
of authority delegated by Minister)

FISHERIES MANAGEMENT ACT 1994

Fisheries Management (Aquaculture) Regulation 2007

Clause 37 (3) – Notice of Granting of Class 1 Aquaculture Lease

THE Minister has granted the following Class 1 Aquaculture Lease:

AL07/009 within the estuary of Port Stephens, having an area of 0.1984 hectares to Bristof Pty Ltd of Salt Ash NSW, for a term of 15 years expiring on 12 February 2025.

AL07/012 within the estuary of Port Stephens, having an area of 0.1992 hectares to Alldinga Pty Ltd of Oyster Cove NSW, for a term of 15 years expiring on 26 February 2025.

AL08/017 within the estuary of the Hastings River, having an area of 0.2 hectares to Robert and Cisca Van Breenen of Port Macquarie NSW, for a term of 15 years expiring on 26 February 2025.

AL08/013 within the estuary of the Hastings River, having an area of 0.2 hectares to Baysalt Pty Ltd of Port Macquarie NSW, for a term of 15 years expiring on 26 February 2025.

BILL TALBOT,
Director, Fisheries Conservation & Aquaculture,
Fisheries & Compliance,
Primary Industries Division,
Industry & Investment NSW

FISHERIES MANAGEMENT ACT 1994

Fisheries Management (Aquaculture) Regulation 2007

Clause 39 (4) – Notice of Aquaculture Lease Renewal

THE Minister has renewed the following class 1 Aquaculture Leases:

OL76/114 within the estuary of the Macleay River, having an area of 1.0782 hectares to Gregory and Jodie Tunningley of South West Rocks NSW, for a term of 15 years expiring on 26 September 2024.

OL64/076 within the estuary of Wallis Lake, having an area of 0.5287 hectares to D. M. Stone Holdings Pty Ltd of Coopers Creek NSW, for a term of 15 years expiring on 16 October 2024.

OL63/230 within the estuary of the Clyde River, having an area of 0.7829 hectares to C & J Single Seed Oysters Pty Ltd, of Batemans Bay NSW, for a term of 15 years expiring on 10 November 2024.

OL65/208 within the estuary of Merimbula Lake, having an area of 0.4553 hectares to Michael and Amanda Fulton of Pambula NSW, for a term of 15 years expiring on 13 January 2025.

OL78/192 within the estuary of Wonboyn River, having an area of 1.1853 hectares to Neil Rodahl and Narelle Hall of Eden NSW, for a term of 15 years expiring on 1 December 2024.

OL62/154 within the estuary of the Manning River, having an area of 0.8319 hectares to Ian Crisp of Coopers Creek NSW, for a term of 15 years expiring on 23 November 2024.

OL63/027 within the estuary of Camden Haven, having an area of 1.6739 hectares to Herman & Robyn Van Haren of Kendall NSW, for a term of 15 years expiring on 1 December 2024.

OL78/095 within the estuary of the Hawkesbury River, having an area of 0.4152 hectares to Gary Bruce Binskin and Belinda Ann Binskin of Mt Colah NSW, for a term of 15 years expiring on 18 May 2024.

OL79/124 within the estuary of Port Stephens, having an area of 0.1170 hectares to Brian Leslie Holdom & Sandra Lorraine Holdom of Karuah NSW, for a term of 15 years expiring on 25 February 2025.

OL79/051 within the estuary of Brisbane Water, having an area of 0.9532 hectares to Allan Dugald Ferguson & Judith Therese Ferguson of Empire Bay NSW, for a term of 15 years expiring on 21 January 2025.

BILL TALBOT,
Director, Fisheries Conservation & Aquaculture,
Fisheries & Compliance,
Primary Industries Division,
Industry & Investment NSW

FISHERIES MANAGEMENT ACT 1994

Non-statutory Committee of the Advisory Council on Recreational Fishing (ACoRF)

Appointment of Members to Recreational Fishing Freshwater Trust Expenditure Committee

I, STEVE WHAN, M.P., Minister for Primary Industries, appoint the persons named in the Schedule below, as members of the Recreational Fishing Freshwater Trust Expenditure Committee, for a term commencing on the date hereof and expiring on 31 January 2013.

SCHEDULE

- Ron BUTLER
- Ron CROKER
- Debbie LENNON
- Doug JOYNER
- Peter TURNELL

Dated this 15th day of March 2010.

STEVE WHAN, M.P.,
Minister for Primary Industries

FISHERIES MANAGEMENT ACT 1994

Section 8 Notification – Fishing Closure

Cook Island

I, STEVE WHAN, M.P., Minister for Primary Industries, pursuant to section 8 of the Fisheries Management Act 1994 (“the Act”), do by this notification prohibit the taking of all species of fish, by holders of endorsements in the Ocean Trap and Line Fishery and Ocean Trawl Fishery, by the methods of fishing specified in Column 1 of the Schedule to this notification, from the waters described opposite in Column 2 of that Schedule.

SCHEDULE

<i>Column 1 Prohibited methods</i>	<i>Column 2 Waters</i>
Taking of fish by set lines	All waters within 500m of the mean high water mark of Cook Island, Tweed Heads.
All methods.	All Waters from the mean high water mark of the Cook Island, Tweed Heads to a boundary defined by five (5) marker buoys located at the following co-ordinates: (a) 28 11’32.336”S 153 34’39.872”E (b) 28 11’52.114”S 153 34’59.282”E (c) 28 11’54.419”S 153 34’46.449”E (d) 28 11’51.698”S 153 34’29.560”E (e) 28 11’42.806”S 153 34’26.280”E

In this notification:

‘set line’ means any line not held in the hand or not attached to fishing gear held in the hand, which is used or intended to be used for the purpose of taking fish.

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

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

This fishing closure is effective until 30 October 2014, unless sooner amended or revoked.

Dated this 18th day of March 2010.

STEVE WHAN, M.P.,
Minister for Primary Industries

FISHERIES MANAGEMENT ACT 1994

Section 8 Notification – Fishing Closure

Currambene Creek (Jervis Bay)

I, STEVE WHAN, M.P., Minister for Primary Industries, pursuant to section 8 of the Fisheries Management Act 1994 (“the Act”), do by this notification prohibit the taking of all species of fish, by holders of endorsements in the Estuary General Fishery, by the methods of fishing specified in Column 1 of the Schedule to this notification, from the waters described opposite in Column 2 of that Schedule.

SCHEDULE

<i>Column 1 Prohibited methods</i>	<i>Column 2 Waters</i>
By means of nets of every description, except the dip or scoop net (prawns) and the landing net as prescribed by regulations under the Act.	The whole of the waters of Currambene Creek upwards to its source from a line drawn from a post marked “FD” on the northern point of entrance to Currambene Creek bearing 134 degrees to the War Memorial on the southern shore at Huskisson.

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

This fishing closure is effective until 30 October 2014, unless sooner amended or revoked.

Dated this 18th day of March 2010.

STEVE WHAN, M.P.,
Minister for Primary Industries

MINE HEALTH AND SAFETY ACT 2004

Instrument of Appointment

I, BRAD MULLARD, Executive Director Mineral Resources, Department of Industry and Investment, pursuant to section 127 (1) (b) of the Mine Health and Safety Act 2004, hereby appoint Alan Ward SWEENEY as an Inspector.

Dated this 19th day of March 2010.

BRAD MULLARD,
Executive Director Mineral Resources,
Department of Industry and Investment
(under subdelegation from Director-General
of authority delegated by Minister)

MINE HEALTH AND SAFETY ACT 2004

Instrument of Appointment

I, BRAD MULLARD, Executive Director Mineral Resources, Department of Industry and Investment, pursuant to section 127 (1) (b) of the Mine Health and Safety Act 2004, hereby appoint Lyndon Owen HUGHES as an Inspector.

Dated this 19th day of March 2010.

BRAD MULLARD,
Executive Director Mineral Resources,
Department of Industry and Investment
(under subdelegation from Director-General
of authority delegated by Minister)

MINERAL RESOURCES

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T10-0067)

No. 3936, MINOTAUR OPERATIONS PTY LTD (ACN 108 925 284), area of 101 units, for Group 1, dated 16 March 2010. (Orange Mining Division).

(T10-0068)

No. 3937, ST BARBARA LIMITED (ACN 009 165 066), area of 64 units, for Group 1, dated 18 March 2010. (Orange Mining Division).

(T10-0069)

No. 3938, ST BARBARA LIMITED (ACN 009 165 066), area of 69 units, for Group 1, dated 18 March 2010. (Orange Mining Division).

(T10-0074)

No. 3943, COBAR OPERATIONS PTY LTD (ACN 103 555 853), area of 47 units, for Group 1, dated 23 March 2010. (Cobar Mining Division).

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

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

(Z04-4964)

Exploration Licence No. 5277, SAXONVALE COAL PTY LIMITED (ACN 003 526 467), area of 2054 hectares. Application for renewal received 17 March 2010.

(Z04-4977)

Exploration Licence No. 5292, COAL & ALLIED OPERATIONS PTY LTD (ACN 000 023 656), area of 616 hectares. Application for renewal received 12 March 2010.

(T07-0513)

Exploration Licence No. 7131, MINCOR COPPER PTY LTD (ACN 120 024 777), area of 43 units. Application for renewal received 23 March 2010.

(M80-1807)

Coal Lease No. 358 (Act 1973), GLENDELL TENEMENTS PTY LIMITED (ACN 056 693 175), area of 747 hectares. Application for renewal received 22 March 2010.

(T80-1753)

Mining Purposes Lease No. 343 (Act 1973), GLENDELL TENEMENTS PTY LIMITED (ACN 056 693 175), area of 451.8 hectares. Application for renewal received 22 March 2010.

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

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(T08-0737)

Exploration Licence No. 4642, PETER WARREN ENGLISH, County of Murchison, Map Sheet (9037), area of 1 units, for a further term until 10 March, 2012. Renewal effective on and from 16 March 2010.

(Z06-1155)

Exploration Licence No. 5629, CAPITAL MINING LIMITED (ACN 104 551 171), County of Bland, Map Sheet (8429), area of 4 units, for a further term until 3 November 2011. Renewal effective on and from 11 March 2010.

(T07-7935)

Exploration Licence No. 5654, CAPITAL MINING LIMITED (ACN 104 551 171), County of Wellesley, Map Sheet (8723), area of 9 units, for a further term until 13 December 2011. Renewal effective on and from 22 March 2010.

(T07-8121)

Exploration Licence No. 6114, SILVER MINES LIMITED (ACN 107 452 942), County of Clive, Map Sheet (9239), area of 6 units, for a further term until 13 August 2011. Renewal effective on and from 23 March 2010.

(T03-0099)

Exploration Licence No. 6147, BROKEN HILL OPERATIONS PTY LTD (ACN 054 920 893), Counties of Farnell and Yancowinna, Map Sheet (7134), area of 2 units, for a further term until 9 November 2011. Renewal effective on and from 18 March 2010.

(Z05-0228)

Exploration Licence No. 6484, MERIDIAN MINERALS LIMITED (ACN 125 825 532), County of Buccleuch, Map Sheet (8527), area of 26 units, for a further term until 20 November 2011. Renewal effective on and from 16 March 2010.

(Z06-4140)

Exploration Licence No. 6771, SILVER MINES LIMITED (ACN 107 452 942), County of Clive, Map Sheet (9239), area of 25 units, for a further term until 9 May 2011. Renewal effective on and from 23 March 2010.

(Z06-4124)

Exploration Licence No. 6772, SILVER MINES LIMITED (ACN 107 452 942), Counties of Arrawatta and Gough, Map Sheets (9138, 9139, 9238, 9239), area of 35 units, for a further term until 8 May 2011. Renewal effective on and from 23 March 2010.

(Z07-0157)

Exploration Licence No. 6815, MINOTAUR OPERATIONS PTY LTD (ACN 108 925 284), Counties of Menindee and Yancowinna, Map Sheet (7133), area of 33 units, for a further term until 26 June 2011. Renewal effective on and from 21 January 2010.

(Z07-0240)

Exploration Licence No. 6857, WILLYAMA PROSPECTING PTY LIMITED (ACN 125 564 865), County of Yancowinna, Map Sheets (7134, 7234), area of 8 units, for a further term until 8 August 2011. Renewal effective on and from 8 March 2010.

(Z07-0307)

Exploration Licence No. 6920, COMMISSIONERS GOLD LIMITED (ACN 115 845 942), County of Harden, Map Sheet (8528), area of 33 units, for a further term until 24 October 2011. Renewal effective on and from 22 March 2010.

(Z07-0299)

Exploration Licence No. 6935, PENELOPE ANN YOUNG AND STEPHEN YOUNG, County of Murchison, Map Sheet (9038), area of 7 units, for a further term until 5 November 2011. Renewal effective on and from 12 March 2010.

(T97-0573)

Mining Purposes Lease No. 335 (Act 1973), TEDDY KNUD PETERSEN AND WARRENGULLA LAND MANAGEMENT PTY LTD (ACN 071 072 734), Parish of Langloh, County of Finch, Map Sheet (8439-2-S), area of 2 hectares, for a further term until 7 November 2011. Renewal effective on and from 4 March 2010.

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

WITHDRAWAL OF APPLICATION FOR RENEWAL

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

(Z07-0458)

Exploration Licence No. 6991, PANGAEA MINERALS PTY LIMITED (ACN 120 631 316), County of King, Map Sheet (8729), area of 8 units. The authority ceased to have effect on 19 March 2010.

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

Land and Property Management Authority

ARMIDALE OFFICE

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

Phone: (02) 6770 3100 Fax (02) 6772 8782

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>
The person for the time being holding the office of MR, Barry MITCHELL (ex-officio member).	Armidale Racecourse and Recreation Reserve Trust.	Reserve No.: 85532. Public Purpose: Public recreation and racecourse. Notified: 5 November 1965. File No.: AE81 R 65.

Term of Office

For a term commencing 31 December 2009 and expiring 31 December 2013.

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

IN pursuance of the provisions of the Roads Act 1993, the roads hereunder specified are closed and the lands comprised therein are freed and discharged from any rights of the public or any other person to the same as highways.

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

Description

*Local Government Area of Warrumbungle;
Land District of Dunedoo*

Lot 1, DP 1148563, Parish of Merrygoen, County of Napier (not being land under the Real Property Act).

File No.: 09/18583.

Note: On closing, the title for Lot 1 shall vest in the State of New South Wales as Crown Land.

Description

*Local Government Area of Narromine;
Land District of Dubbo*

Lot 1, DP 1139475, Parish of Gundong, County of Narromine (not being land under the Real Property Act).

File No.: 09/04985.

Note: On closing, the title for Lot 1 shall vest in the State of New South Wales as Crown Land and be added to Reserve 97965.

ADDITION TO RESERVED CROWN LAND

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

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

SCHEDULE

Column 1

Land District: Dubbo.
Local Government Area:
Narromine Shire Council.
Locality: Tomingley.
Lot 1, DP No. 1139475,
Parish Gundong,
County Narromine.
Area: 335 square metres.
File No.: 09/04985.

Column 2

Reserve No.: 97965.
Public Purpose: Bush Fire
Brigade purposes.
Notified: 25 October 1985.
Lot 1, DP No. 720300,
Parish Gundong,
County Narromine.
New Area: 455 square metres.

GRAFTON OFFICE**76 Victoria Street (Locked Bag 272), Grafton NSW 2460****Phone: (02) 6640 3400 Fax: (02) 6642 5375****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; L.G.A. – Byron Shire Council

Roads Closed: Lot 1, DP 1143987 at Broken Head, Parish Byron, County Rous.

File No.: 09/06937.

Schedule

On closing, the land within Lot 1, DP 1143987 becomes vested in the State of New South Wales as Crown Land.

Note: The land described above has this day, been added to the Broken Head Nature Reserve.

Description

Land District – Casino; L.G.A. – Richmond Valley

Road Closed: Lot 1, DP 1147906 at Gibberagee, Parish Myall, County Richmond.

File No.: GF06 H 237.

Schedule

On closing, the land within Lot 1, DP 1147906 remains vested in the State of New South Wales as Crown Land.

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

NOTIFICATION OF CLOSING OF 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 Schedule hereunder.

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

Description

Land District of Deniliquin; L.G.A. – Wakool

Lot 1 in DP 1145041, Parish of Chowar, County of Wakool.

File No.: HY96 H 33.

Schedule

On closing, title for the land comprised in Lot 1, DP 1145041 remains vested in the State of New South Wales as Crown Land.

Description

Land District of Deniliquin; L.G.A. – Murray

Lots 1 and 2 in DP 1147224, Parish of Whymoul, County of Wakool.

File Nos: HY99 H 37 and HY81 H 351.

Schedule

On closing, title for the land comprised in Lots 1 and 2, DP 1147224 remains 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 9306 Fax: (02) 4934 8417****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>
Joy Cummings Centre (R170023) Reserve Trust.	Reserve No.: 170023. Public Purpose: Community centre. Notified: 31 October 1986. File No.: MD83 R 17.

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.	District Park Tennis Courts Trust.	Dedication No.: 570095. Public Purpose: Tennis courts. Notified: 18 October 1935. File No.: MD79 R 97-003.

For a term commencing 1 April 2010.

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. Local Government Area: Gosford City Council. Locality: Kincumber. Lot 7019, DP No. 1150309#, Parish Kincumber, County Northumberland. Area: About 6 hectares. File No.: 10/03633.	Reserve No.: 1026788. Public Purpose: Public recreation.

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

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 – Pokolbin; County – Northumberland;
Land District – Maitland; L.G.A. – Cessnock*

Road Closed: Lot 1, DP 1146756 (not being land under the Real Property Act).

File No.: 07/3001.

Schedule

On closing, the land within Lot 1, DP 1146756 remains vested in the State of New South Wales as Crown Land.

APPOINTMENT OF TRUST BOARD MEMBERS

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Tony JONES (new member), Kiel EMERTON (new member), Susan Gai HAAVIK (re-appointment), Sandra Dianne TAYLOR (new member), Robert John FLANAGAN (re-appointment), Graham CAMPBELL (new member), Brian Garry DAVIES (re-appointment).	Swansea Memorial Hall Trust.	Reserve No.: 700037. Public Purpose: Community purposes. Notified: 11 July 1997. File No.: MD80 R 82.

Term of Office

For a term commencing the date of this notice and expiring 25 March 2015.

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

IN the notice appearing in the *New South Wales Government Gazette* No. 30 of 5 February 2010, Folio 477, under the heading "Notification of Closing of Roads", "DP 11444482" should be replaced by "DP 1144482".

File No.: ME04 H 382.

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****ERRATUM**

IN the notice appearing in New South Wales Government Gazette No. 30, Folio 480, under the heading "Appointment of Administrator to Manage a Reserve Trust", in Schedule 1, Column 3 "Reserve No. 190112, Public Purpose: Environmental Protection, Heritage Purposes, and Public Recreation Notified 27 February 1998" be replaced with "Reserve No. 190027, Public Purpose: Public Recreation Notified 30 January 1987".

Description

Land District – Bathurst; L.G.A. – Bathurst Regional
Road Closed: Lot 2, DP 1147986 at Fitzgeralds Mount, Parish Cole, County Bathurst.

File No.: CL/00446.

Schedule

On closing, the land within Lot 2, DP 1147986 remains vested in the State of New South Wales as Crown Land.

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.

Description

Land District – Molong; L.G.A. – Cabonne
Road Closed: Lot 1, DP 1145473 at Molong, Parish Brymedura, County Ashburnham.

File No.: CL/00144.

Schedule

On closing, the land within Lot 1, DP 1145473 remains vested in the State of New South Wales as Crown Land.

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

Description

Land District – Taree; L.G.A. – Greater Taree

Road Closed: Lot 2, DP 1147976 at Cedar Party, Parish Dawson, County Macquarie.

File No.: 09/09004.

Schedule

On closing, the land within Lot 2, DP 1147976 remains vested in the State of New South Wales as Crown Land.

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

**REVOCATION OF DEDICATION OF CROWN
 LAND FOR A PUBLIC PURPOSE**

PURSUANT to section 84 of the Crown Lands Act 1989, the dedication 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. Local Government Area: Sutherland Shire Council. Locality: Jannali. Parish: Sutherland. County: Cumberland. Dedication No.: 500978. Public Purpose: Public school. Notified: 18 October 1935. Lot 1242, DP 824066. Lot 1231, DP 821652. Lot 3, DP 1001659.	The part being Lot 1231, DP 821652 of an area of 2479 square metres, Parish Sutherland, County Cumberland. File Nos: 09/18247 and 09/17875.

**REVOCATION OF RESERVATION OF CROWN
 LAND**

PURSUANT to section 90(1) 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: Boorowa. Council: Boorowa. Parish: Boorowa. County: King. Location: Boorowa. Reserve: 35455. Purpose: For public buildings. Date of Notification: 13 December 1902. File No.: 08/6419.	Reserve 35455 comprising the whole of Lot 22, DP 821755.

**ADDITION TO CROWN LAND DEDICATED FOR A
 PUBLIC PURPOSE**

PURSUANT to section 81 of the Crown Lands Act 1989, the Crown Land specified in Column 1 of the Schedule hereunder, is added to dedicated Crown Land 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. Local Government Area: Sutherland Shire Council. Locality: Jannali. Parish: Sutherland. County: Cumberland. Lot 1231, DP 821652. Area: 2479 square metres.	Dedication No.: 1000479. Public Purposes: Public recreation. Notified 18 October 1935. Parish Sutherland. County: Cumberland. Lot 1230, DP 821652. New Area: 4.966 hectares. File Nos: 09/18247 and 09/17875.

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

THE notice "Notification of Closing of a Road" published in the *New South Wales Government Gazette* No. 11, dated 19 February 2010, Folio 867, in relation to the road closure of Lot 1, DP 1147869 at Bomera contained an error, the Local Government Area was incorrectly spelt, it should have read "Warrumbungle".

File No.: TH04 H 219.

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

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 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 road specified in Schedule 1 cease to be a Crown road.

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

SCHEDULE 1

*Parish – Redbank; County – Macquarie;
Locality – Mortons Creek;
Local Government Area – Port Macquarie Hastings
Council;
Land District – Port Macquarie*

Crown public road being road on northern boundary Lot 2, DP 1093730.

SCHEDULE 2

Roads Authority: Port Macquarie Hastings Council.

File No.: TE01 H 1.

**PLANS OF MANAGEMENT FOR CROWN
RESERVES (JIMMYS BEACH CARAVAN PARK,
HAWKS NEST CARAVAN PARK, SEAL ROCKS
CARAVAN PARK) UNDER DIVISION 6 OF PART 5
OF THE CROWN LANDS ACT 1989 AND CROWN
LANDS REGULATIONS 2006**

DRAFT plans of management have been prepared for the Jimmys Beach, Hawks Nest and Seal Rocks Caravan Parks. The plans have been prepared by the Trust Manager of the reserves, Great Lakes Council, in conjunction with the Land and Property Management Authority. The plans will provide Council with ongoing strategic management direction and ensure compliance with relevant legislation and NSW Government policy.

Inspection of the draft plans can be made during normal business hours at the Offices of Great Lakes Council (Forster, Tea Gardens and Stroud) and the Taree Office of the Land and Property Management Authority (LPMA). The draft plans are available to view on Council's website www.greatlakes.nsw.gov.au and the LPMA website www.lpma.nsw.gov.au.

Representations are invited from the public on the draft plans, which will be on exhibition from the 26 March 2010 to the 7 May 2010. Submissions should be made in writing and sent to reach the General Manager, Great Lakes Council, PO Box 450, Forster NSW 2428 (or email to council@greatlakes.nsw.gov.au) by 4:00 p.m. on 7 May 2010.

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

Description of Reserve

*Parishes – Fens and Forster; County – Macquarie;
Land District – Gloucester; Shire – Great Lakes*

Reserves 77312 for camping and public recreation, 85147 for public recreation and 53519 for public recreation.

WESTERN REGION OFFICE
45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830
Phone: (02) 6883 3000 Fax: (02) 6883 3099

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

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

TONY KELLY MLC,
 Minister for Lands

Administrative District – Cobar;
Shire – Cobar;
Parish/s – Kangerong, Shenandoah, Buckambool,
Wallace, Priory;
County – Mouramba

The purpose/conditions of Western Lands Leases 2859 & 2860, being the land contained within Folio Identifiers 880/761955 and 881/761954 respectively have been altered from “Pastoral Purposes” to “Grazing and Cultivation (Dryland)” effective from 18 March, 2010.

The purpose/conditions of Western Lands Leases 6249, being the land contained within Folio Identifier 2752/764865 have been altered from “Grazing” to “Grazing and Cultivation (Dryland)” effective from 18 March, 2010.

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

The conditions previously annexed to Western Lands Lease 2859, 2860 & 6249 have been revoked and the following conditions have been annexed thereto.

- (1) In the conditions annexed to the lease, the expression "the Minister" means the Minister administering the Western Lands Act 1901, and any power, authority, duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers of the Land and Property Management Authority as the Minister may from time to time approve.
- (2) In these conditions and reservations the expression "the Commissioner" means the Commissioner charged with the administration of the Western Lands Act 1901 ("the Act") in accordance with section 4(2) of the Act.
- (3) (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty's Heirs and Successors and the Minister.
- (b) The lessee covenants with the Lessor to indemnify and keep indemnified the Lessor from and against all claims for injury loss or damage suffered by any person or body using or being in or upon the Premises or any adjoining land or premises of the Lessor arising out of the Holder's use of the Premises and against all liabilities for costs charges and expenses incurred by the Lessor in respect of the claim of any such person or body except to the extent

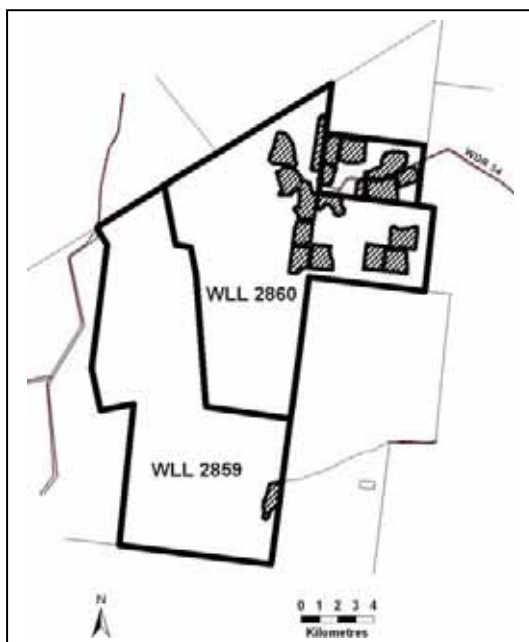
that any such claims and demands arise wholly from any negligence or wilful act or omission on the part of the Lessor.

- (c) The indemnity contained in this clause applies notwithstanding that this Lease authorised or required the lessee to undertake or perform the activity giving rise to any claim for injury loss or damage.
- (d) The lessee expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or sooner determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination.
- (4) The rent of the lease shall be assessed in accordance with Part 6 of the Western Lands Act 1901.
- (5) The rent shall be due and payable annually in advance on 1 July in each year.
- (6) (a) "GST" means any tax on goods and/or services, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia.
 "GST law" includes any Act, order, ruling or regulation, which imposes or otherwise deals with the administration or imposition of a GST in Australia.
- (b) Notwithstanding any other provision of this Agreement:
 - (i) If a GST applies to any supply made by either party under or in connection with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
 - (ii) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (in this clause "taxes"), the consideration payable by the recipient of the supply made under this Agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.
- (7) The lessees shall pay all rates and taxes assessed on or in respect of the land leased during the currency of the lease.
- (8) The lessees shall hold and use the land leased bona fide for the lessee's own exclusive benefit and shall not transfer, convey or assign the land or any portion thereof without having first obtained the written consent of the Minister.
- (9) The lessees shall not enter into a sublease of the land leased unless the sublease specifies the purpose for which the land may be used under the sublease, and it is a purpose which is consistent with the purpose for which the land may be used under this lease.

- (10) If the lessees enter into a sublease of the land leased, the lessee must notify the Commissioner of the granting of the sublease within 28 days after it is granted.
- (11) The land leased shall be used only for the purpose of Grazing and Cultivation (Dryland).
- (12) The lessees shall maintain and keep in reasonable repair all improvements on the land leased during the currency of the lease and shall permit the Minister or the Commissioner or any person authorised by the Minister or the Commissioner at all times to enter upon and examine the whole or any part of the land leased and the buildings or other improvements thereon.
- (13) All minerals within the meaning of the Mining Act 1992, and all other metals, gemstones and semiprecious stones, which may be in, under or upon the land leased are reserved to the Crown and the lessee shall permit any person duly authorised in that behalf to enter upon the land leased and search, work, win and remove all or any minerals, metals, gemstones and semiprecious stones in, under or upon the land leased.
- (14) Mining operations may be carried on, upon and in the lands below the land leased and upon and in the lands adjoining the land leased and the lands below those lands and metals and minerals may be removed therefrom and the Crown and any lessee or lessees under any Mining Act or Acts shall not be subject to any proceedings by way of injunction or otherwise in respect of or be liable for any damage occasioned by the letting down, subsidence or lateral movement of the land leased or any part thereof or otherwise by reason of the following acts and matters, that is to say, by reason of the Crown or any person on behalf of the Crown or any lessee or lessees, having worked now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for, worked, won or removed or now or hereafter searching for, working, winning or removing any metals or minerals under, in or from the lands lying beneath the land leased or any part thereof, or on, in, under or from any other lands situated laterally to the land leased or any part thereof or the lands lying beneath those lands, and whether on or below the surface of those other lands and by reason of those acts and matters or in the course thereof the Crown reserves the liberty and authority for the Crown, any person on behalf of the Crown and any lessee or lessees from time to time to let down without payment of any compensation any part of the land leased or of the surface thereof.
- (15) The lessees shall comply with the provisions of the Local Government Act 1993, and of the ordinances made thereunder.
- (16) The lessees shall comply with the provisions of the Water Management Act 2000 and any regulations made in pursuance of that Act.
- (17) The lessees shall not erect or permit any person to erect any buildings or extend any existing buildings on the land leased except to the satisfaction of the Commissioner.
- (18) The lessees shall ensure that the land leased is kept in a neat and tidy condition to the satisfaction of the Commissioner and not permit refuse to accumulate on the land.
- (19) Upon termination or forfeiture of the lease the Commissioner may direct that the former lessee shall remove any structure or material from the land at his own cost and without compensation. Where such a direction has been given the former lessee shall leave the land in a clean and tidy condition free from rubbish and debris.
- (20) The lessees shall, within 1 year from the date of commencement of the lease or such further period as the Commissioner may allow, enclose the land leased, either separately or conjointly with other lands held in the same interest, with a suitable fence to the satisfaction of the Commissioner.
- (21) The lessees shall not obstruct or interfere with any reserves, roads or tracks on the land leased, or the lawful use thereof by any person.
- (22) The lessees shall erect gates on roads within the land leased when and where directed by the Commissioner for public use and shall maintain those gates together with approaches thereto in good order to the satisfaction of the Commissioner.
- (23) The right is reserved to the public of free access to, and passage along, the bank of any watercourse adjoining the land leased and the lessee shall not obstruct access or passage by any member of the public to or along the bank.
- (24) The Crown shall not be responsible to the lessee or the lessee's successors in title for provision of access to the land leased.
- (25) The lessees shall comply with the provisions of the Native Vegetation Act 2003 and any regulations made in pursuance of that Act.
- (26) The lessees shall comply with requirements of section 18DA of the Western Lands Act 1901 which provides that except in circumstances referred to in subsection (3) of that section, cultivation of the land leased or occupied may not be carried out unless the written consent of the Department has first been obtained and any condition to which the consent is subject under sub section (6) is complied with.
- (27) Notwithstanding any other condition annexed to the lease, the lessee shall, in removing timber for the purpose of building, fencing or firewood, comply with the routine agricultural management activities listed in the Native Vegetation Act 2003.
- (28) The lessees shall not interfere with the timber on any of the land leased which is within a State forest, timber reserve or flora reserve unless authorisation has been obtained under the provisions of the Forestry Act 1916 and shall not prevent any person or persons duly authorised in that behalf from taking timber on the land leased. The lessee shall not have any property right in the timber on the land leased and shall not ringbark, kill, destroy or permit the killing or destruction of any timber unless authorised under the Forestry Act 1916 or unless approval has been issued in accordance with the Native Vegetation Act 2003, but the lessee may take such timber as the lessee may reasonably require for use on the land leased, or on any contiguous land held in the same interest, for building, fencing or firewood.

- (29) The lessees shall undertake any fuel management and/or provision of fire trail access in accordance with fire mitigation measures to the satisfaction of the NSW Rural Fire Service.
- (30) The lessees shall, as the Commissioner may from time to time direct, foster and cultivate on the land leased such edible shrubs and plants as the Commissioner may consider can be advantageously and successfully cultivated.
- (31) Whenever so directed by the Commissioner, the lessee shall, on such part or parts of the land leased as shall be specified in the direction, carry out agricultural practices, or refrain from agricultural practices, of such types and for such periods as the Commissioner may in the direction specify.
- (32) The lessees shall not overstock, or permit or allow to be overstocked, the land leased and the decision of the Commissioner as to what constitutes overstocking shall be final and the lessee shall comply with any directions of the Commissioner to prevent or discontinue overstocking.
- (33) The lessees shall, if the Commissioner so directs, prevent the use by stock of any part of the land leased for such periods as the Commissioner considers necessary to permit of the natural reseeding and regeneration of vegetation and, for that purpose, the lessee shall erect within the time appointed by the Commissioner such fencing as the Commissioner may consider necessary
- (34) The lessees shall furnish such returns and statements as the Commissioner may from time to time require on any matter connected with the land leased or any other land (whether within or outside the Western Division) in which the lessee has an interest.
- (35) The lessees shall, within such time as may be specified by the Commissioner take such steps and measures as the Commissioner shall direct to destroy vermin and such animals and weeds as may, under any Act, from time to time be declared (by declaration covering the land leased) noxious in the Gazette and shall keep the land free of such vermin and noxious animals and weeds during the currency of the lease to the satisfaction of the Commissioner.
- (36) The lessees shall not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the Crown Lands Act 1989 or, in respect of land in a State forest, unless the lessee or the person is the holder of a forest materials licence under the Forestry Act 1916, and has obtained the special authority of the Minister to operate on the land, but the lessee may, with the approval of the Commissioner, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon the land as may be required by the lessee.
- (37) The lessees shall only cultivate an area of 114 Hectares (WLL 2859), 1603 Hectares (WLL 2860), and 852 Hectares (WLL 6249), as indicated on the diagram below.
- (38) The lessees shall ensure that cultivation and associated activities do not interfere with any road formation within the allowable area.
- (39) The lessees shall ensure incised drainage lines, other than man made structures that carry water after storms are left uncultivated in the channels and for a distance of 20 metres on either side of the banks of the channels, except when the Commissioner specifies otherwise.
- (40) The lessees must consider the requirements of the National Parks and Wildlife Act 1974, with regard to Aboriginal sites and relics which are extremely vulnerable to many kinds of agricultural development. Should any Aboriginal archaeological relics or sites be uncovered during the proposed works, work is to cease immediately. Under section 90 it is an offence to damage or destroy relics without prior consent of the Director – General of the Department of Environment, Climate Change and Water. If an Aboriginal site is found in an area that is subject of this consent, the cultivation must cease until the lessees have notified the Department of Environment, Climate Change and Water of the existence of the Aboriginal site. Contact details are The Manager, Cultural Heritage Unit, Department of Environment, Climate Change and Water on (02) 68835324 (phone) or at 58-62 Wingewarra Street, Dubbo.
- (41) The lessees shall establish windbreaks at his/her own expense, as may be ordered by the Western Lands Commissioner to provide adequate protection of the soil.
- (42) The lessees shall ensure that stubble is retained on the soil surface and shall not be burnt, except with the written approval of the Western Lands Commissioner or his delegate. Where such approval is granted, stubble burning shall be carried out with the approval as per requirements of the NSW Rural Fire Services.
- (43) The lessees shall undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.
- (44) The lessees shall not permanently transfer Irrigation water from the lease without the prior written permission of the Western Lands Commissioner.
- (45) The lessees shall contact the Environmental Protection Authority before disposing of any tailwater or water which may be contaminated with fertiliser, herbicide or pesticide. Disposal of tailwater into creeks and rivers is controlled by the Environment Protection Authority under the Clean Waters Act.
- (46) The lessees shall ensure that sandhills and other soils with a surface texture of loamy sand or coarser are left uncultivated unless specifically approved by the commissioner.
- (47) Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly overlaying a clay subsoil and are prone to scolding (producing claypans and hummocks). Land within 60 metres of any texture contrast or duplex soil area shall not be cultivated except in accordance with a plan approved by the Commissioner.
- (48) The lessees shall ensure that areas with a slope greater than 2% are not be cultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee' expense.

- (49) Cultivation and cropping are not to alter the natural flood regime. Crops are not to be protected by levees.
- (50) The lessees shall ensure that no cultivation is undertaken within at least 50 metres of Western Division Road 54 (WDR 54).



GRANTING OF A WESTERN LANDS LEASE

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

The leases are subject to the provisions of the Western Lands Act 1901 and the Regulations thereunder.

The land is to be used only for the purpose of Residence.

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

The Conditions and Reservations annexed to such leases are those Conditions published in the Government Gazette of 25 May 2007, Folios 2974 – 2975 (identified by a *) or the Government Gazette of 20 March, 2009, Folios 1416 – 1418 (identified by a #).

All amounts due and payable to the Crown must be paid to the Land & Property Management Authority by the due date.

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

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

WLL No.	Name of Lessee	File No.	Folio identifier	Area m ²	Term of Lease	
					From	To
WLL 16082 *	Lana SARGENTI	08/4799	53/1063047	1775	23-Mar-2010	22-Mar-2030

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>
Broken Hill Regeneration Area (R84883) Reserve Trust	Reserve No. 84883 Public Purpose: Regeneration Area Notified: 22 May 1964 File Reference: WL88R126

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Broken Hill Regeneration Area (R86440) Reserve Trust	Reserve No. 86440 Public Purpose: Regeneration Area Notified: 29 September 1967 File Reference: WL88R126

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Balranald Works Depot Reserve Trust	Reserve No. 82480 Public Purpose: Local Government Purposes Notified: 14 April 1960 File Reference: 10/04757

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>
Broken Hill City Council	Broken Hill Regeneration Area (R84883) Reserve Trust	Reserve No. 84883 Public Purpose: Regeneration Area Notified: 22 May 1964 File Reference: WL88R126

For a term commencing the date of this notice.

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Broken Hill City Council	Broken Hill Regeneration Area (R86440) Reserve Trust	Reserve No. 86440 Public Purpose: Regeneration Area Notified: 29 September 1967 File Reference: WL88R126

For a term commencing the date of this notice.

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Balranald Shire Council	Balranald Works Depot Reserve Trust	Reserve No. 82480 Public Purpose: Local Government Purposes Notified: 14 April 1960 File Reference: 10/04757

For a term commencing the date of this notice.

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

<i>Column 1</i>	<i>Column 2</i>
Land District: Walgett North Council: Walgett Parish: Collarindabri County: Finch Location: Collarenebri Reserve: 1013799 Purpose: For Future Public Requirements Date of Notification: 29 June 2007 File: WL05H25	Part of Reserve 1013799 comprising the whole of Lot 71 in DP 820448.

ERRATUM

IN the notification appearing in the New South Wales Government Gazette of 19 March, 2010, Folio's 1306 – 1309, appearing under the heading Alteration of Purpose/ Conditions Of A Western Lands Lease, (being Western Lands Leases 3990 and 6235) the fifth paragraph should read:

“The conditions previously annexed to Western Lands Leases 3990 and 6235 have been revoked and the following conditions have been annexed thereto”.

Roads and Traffic Authority

ROAD TRANSPORT (GENERAL) ACT 2005

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

HAY 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 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 19 March 2010.

ALLEN DWYER,
General Manager,
Hay Shire Council
(by delegation from the Minister for Roads)

SCHEDULE

1. Citation

This Notice may be cited as (insert Council name) 25 Metre B-Double route Notice No. 2/2010.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 30 September 2010 unless it is amended or repealed earlier.

4. Application

This Notice applies to those 25 metre B-Double 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 Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
BD.	Nailor Street, Hay.	Moama Street (Sturt Highway), Hay.	Russell Street, Hay.	Nil.
BD.	Russell Street, Hay.	Nailor Street, Hay.	Lachlan Street (Cobb Highway), Hay.	Nil.

ROAD TRANSPORT (GENERAL) ACT 2005

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

INVERELL 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 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 17 March 2010.

PAUL HENRY,
General Manager,
Inverell Shire Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Inverell Shire Council 25 Metre B-Double Route Notice No. 01/2010.

2. Commencement

This Notice takes effect on the date of the gazettal.

3. Effect

This Notice remains in force until 30th September 2010 unless it is amended or repealed earlier.

4. Application

This Notice applies to those 25 metre B-Double 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 Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25.	Nullamanna Road, Nullamanna.	Nullamanna Station, 16.32km north of Ashford Road.	Maryland, 33.86km north of Ashford Road.	Excluding school days, Monday to Friday, 7:30 a.m. to 8:30 a.m. and 3:30 p.m. to 5:00 p.m.

ROAD TRANSPORT (GENERAL) ACT 2005

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

I, MICHAEL BUSHBY, Chief Executive of the Roads and Traffic Authority, in pursuance of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

MICHAEL BUSHBY,
Chief Executive,
Roads and Traffic Authority

SCHEDULE
1. Citation

This Notice may be cited as the Roads and Traffic Authority B-Double Notice No. 5/2010.

2. Commencement

This Notice takes effect on the date of gazettal

3. Effect

This Notice remains in force until 30 September 2010 from the date of gazettal unless it is amended or repealed earlier.

4. Application

This Notice applies to those B-Double 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 Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	HW10.	Mailmans Track Road southbound off-ramp, Bonville.	Pacific Highway.	Mailmans Track Road.
25.	HW10.	Mailmans Track Road southbound on-ramp, Bonville.	Mailmans Track Road.	Pacific Highway.
25.		Mailmans Track Road, Bonville.	Southbound on and off-ramp (roundabout).	Northbound on and off-ramp (roundabout).
25.	HW10.	Mailmans Track Road northbound on-ramp, Bonville.	Mailmans Track Road.	Pacific Highway.
25.	HW10.	Mailmans Track Road northbound off-ramp, Bonville.	Pacific Highway.	Mailmans Track Road.

ROAD TRANSPORT (GENERAL) ACT 2005

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

PARRAMATTA CITY 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 4.6 metre High Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 17 March 2010.

RICHARD SEARLE,
Traffic and Transport Service Manager,
Parramatta City Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Parramatta City Council 4.6 Metre High Vehicle Route Notice No. 01/2010.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 31 December 2012 unless it is amended or repealed earlier.

4. Application

This Notice applies to those 4.6 metre high 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 Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
4.6.	Briens Road, Westmead.	Old Windsor Road.	Mons Road.

ROAD TRANSPORT (GENERAL) ACT 2005

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

LIVERPOOL CITY 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 4.6 metre High Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 15 March 2010.

OWEN HODGSON,
Transport and Traffic Coordinator,
Liverpool City Council,
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as the Liverpool City Council 4.6 Metre High Vehicle Route Notice No. 1/2010.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 31 December 2012, unless it is amended or repealed earlier.

4. Application

This Notice applies to those 4.6m high vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 4 of the Road Transport (Vehicle Registration) Regulation 1998.

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting point</i>	<i>Finishing point</i>
4.6.	Governor Macquarie Drive, Warwick Farm.	Munday Street.	Barry Road.

ROAD TRANSPORT (GENERAL) ACT 2005

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

TAMWORTH REGIONAL 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 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 25 March 2010.

GLENN INGLIS,
General Manager,
Tamworth Regional Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Tamworth Regional Council 25 Metre B-Double Route Notice No. 1/2010.

2. Commencement

This Notice takes effect on date of gazettal.

3. Effect

This Notice remains in force until 30 September 2010 unless it is amended or repealed earlier.

4. Application

This Notice applies to those 25 metre B-Double 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 Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	Keepit Dam Road, Somerton.	Rushes Creek Road (RR 7711).	Tamworth Regional and Gunnedah Shire Council boundary.

ROAD TRANSPORT (GENERAL) ACT 2005

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

TAMWORTH REGIONAL 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 4.6 metre High Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 25 March 2010.

GLENN INGLIS,
General Manager,
Tamworth Regional Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Tamworth Regional Council 4.6 Metre High Vehicle Route Notice No. 01/2010.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 31 December 2012 unless it is amended or repealed earlier.

4. Application

This Notice applies to those 4.6 metre high 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 Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
4.6	Keepit Dam Road, Somerton	Rushes Creek Road (RR 7711)	Tamworth Regional and Gunnedah Shire Council boundary

ROADS ACT 1993**LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Moree in
the Moree Plains Shire 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.

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
Moree Plains Shire Council area, Parish of Moree and
County of Courallie, shown as Lots 55 and 59
Deposited Plan 1121102, being parts of land acquired
for a railway extension between Narrabri and Moree, by
notification in the Government Gazettes of 17 May
1895 on page 3135 and 6 August 1895 on page 4986.

The land is said to be in the possession of Rail
Corporation New South Wales.

(RTA Papers: 9M4919; RO 17/291.1469)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at
Hampton in the City of Lithgow 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 that piece or parcel of land situated in the City of
Lithgow Council area, Parish of Bindo and County of
Westmoreland, shown as Lot 6 Deposited Plan 233892.

(RTA Papers: 10M994; RO 258.1281)

ROADS ACT 1993**LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Moree in
the Moree Plains Shire 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.

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
Moree Plains Shire Council area, Parish of Moree and
County of Courallie, shown as:

Lots 53 and 57 Deposited Plan 1121102, being parts of
land acquired for a railway extension between Narrabri
and Moree, by notification in the Government Gazettes
of 17 May 1895 on page 3135 and 6 August 1895 on
page 4986;

Lots 54 and 58 Deposited Plan 1121102, being parts of
the land in Certificate of Title 82/1006136; and

Lots 56 and 60 Deposited Plan 1121102, being parts of
the land in Certificate of Title 81/1006136.

The land is said to be in the possession of Rail
Infrastructure Corporation.

(RTA Papers: 10M63; RO 17/291.1354)

ROADS ACT 1993**LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Moree in
the Moree Plains Shire 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 interest in land
described in the schedule below is acquired by
compulsory process under the provisions of the Land
Acquisition (Just Terms Compensation) Act 1991 for
the purposes of the Roads Act 1993.

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

—————
SCHEDULE

Easement in gross for construction and maintenance of
an earth mound for noise mitigation, as described in
Memorandum AF156257 recorded at Land and Property
Information NSW, over the site designated [Ⓜ] and
described as 'proposed easement for noise mound
variable width' on Deposited Plan 1143701 and being
part of land in Certificate of Title Auto Consol 14665-
49 and part of land acquired for a railway extension
between Narrabri and Moree, by notification in the
Government Gazettes of 17 May 1895 on page 3135
and 6 August 1895 on page 4986.

The land is said to be in the possession of the Rail
Infrastructure Corporation.

(RTA Papers: 10M64; RO 17/291.181)

ROADS ACT 1993**LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Herons
Creek in the Port Macquarie-Hastings 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.

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 Port
Macquarie-Hastings Council area, Parishes of Queens
Lake and Burrawan and County of Macquarie, shown
as:

Lots 53 to 57 inclusive, Deposited Plan 1144310 being
parts of land dedicated as Burrawan State Forest No
181, No 2 Extension by proclamation in Government
Gazette No 131 of 2 September 1921 on pages 5113 and
5114;

Lots 58 and 59 Deposited Plan 1144310 being parts of
land dedicated as Burrawan State Forest No 181 by
proclamation in the Government Gazette of 25
November 1914 on page 7025; and

Lots 61 and 62 Deposited Plan 1144310 being parts of
land dedicated as Burrawan State Forest No 181, No 1
Extension by proclamation in Government Gazette No
45 of 1 April 1921 on page 2060, and parts of land
dedicated as Burrawan State Forest No 181, No 4
Extension by proclamation in Government Gazette No
57 of 5 April 1965 on page 1170.

The land is said to be in the possession of Forests NSW.

(RTA Papers: 9M4165; RO 10/196.1694)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at Warren
in the Warren 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 that piece or parcel of land situated in the Warren
Shire Council area, Parish of Umangla and County of
Ewenmar, shown as Lot 2 Deposited Plan 703134.

(RTA Papers: 10M798; RO 11/478.1177)

ROADS ACT 1993**LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Banora
Point in the Tweed Shire 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.

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
Tweed Shire Council area, Parish of Terranora and
County of Rous, shown as Lots 12 and 13 Deposited
Plan 1138460, being the whole of the land in Certificate
of Title 10/1016167.

The land is said to be in the possession of Frances Diana
Kinnear.

(RTA Papers: 9M4279, RO 10/438.11154)

ROADS ACT 1993

Order – Section 257

ERRATUM

THE Roads and Traffic Authority of New South Wales
by this order under Section 257 of the Roads Act 1993,
corrects an error in the notice published in Government
Gazette No 38, of 12 March 2010 on page 1255, under
the heading “Notice of Dedication of Land as Public
Road at Warren in the Mid Western Regional Council
area” by making the following alterations to the notice:

deleting from the abovementioned notice
heading and the accompanying schedule-
“Mid Western Regional Council area”; and

substituting in lieu thereof -
“Warren Shire Council area”.

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

(RTA Papers: 10M798; RO 11/478.1177)

ROADS ACT 1993

Notice of Dedication of Land as Public Road at
Hampton in the City of Lithgow 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 that piece or parcel of land situated in the City of
Lithgow Council area, Parish of Bindo and County of
Westmoreland, shown as Lot 6 Deposited Plan 233892.

(RTA Papers: 10M994; RO 258.1281)

Office of Water

WATER ACT 1912

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

Richmond Valley Council for 2 pumps on Richmond River Lot 2, DP 589417, Parish South Casino, County Richmond and overshot dam on Richmond River Lot 38, DP 5460, Parish North Casino, County Rous and Lot 101, DP 1118187, Parish Wooroowoolgan, County Richmond for town water supply. Replacement license, no increase in entitlement. Ref:30SL067104.

Written objections to the application specifying the grounds thereof must be lodged with the NSW Office of Water, PO Box 796, Murwillumbah NSW 2484 within 28 days of the date of publication.

V. RUSSELL,
Manager Licensing North

Other Notices

ASSOCIATIONS INCORPORATION ACT 1984

Reinstatement of Cancelled Association Pursuant to Section 54A

THE incorporation of PHOENIX BASEBALL CLUB INCORPORATED (Inc9876277) cancelled on 19 June 2009 is reinstated pursuant to section 54A of the Associations Incorporation Act 1984.

Dated this 19th day of March 2010.

ANTHONY DONOVAN,
A/Manager, Financial Analysis,
Registry of Co-operatives & Associations,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 1984

Reinstatement of Cancelled Association Pursuant to Section 54A

THE incorporation of GRENFELL GO-KART CLUB INC (Y0312806) cancelled on 27 June 2008 is reinstated pursuant to section 54A of the Associations Incorporation Act 1984.

Dated this 18th day of March 2010.

ANTHONY DONOVAN,
A/Manager, Financial Analysis,
Registry of Co-operatives & Associations,
NSW Fair Trading

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.

Rappville Sports Club Inc – Y1057245
Armenian Australian Inventors Association Incorporated – Inc9875397
Rhum Incorporated – Inc9885375
Tamworth Greyhound Racing Club Inc – Y0045408
Indochinese Senior Citizen Association Of Nsw Incorporated – Y2813423
Blue Mountains Disabilities Forum Incorporated – Y2127246
Bet Yosef (The Caro Synagogue) Incorporated – Y2724617
Taylors Flat Landcare Group Incorporated – Y2942115
Orange Language & Literacy Project – Take Time Take Ten Incorporated – Inc9880188
Wagga Ballroom Dancing Travel Club Incorporated – Y1711734

Dated: 23 March 2010

ANTHONY DONOVAN,
A/Manager, Financial Analysis,
Registry of Co-operatives & Associations,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 1984

Cancellation of Incorporation Pursuant to Section 55A

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to section 55A of the Associations Incorporation Act 1984.

Cancellation is effective as at the date of gazettal.

Association of Pope John the 23rd Incorporated – Inc9883275
Northside Junior AFL Umpires Incorporated – Inc9879843

Dated: 22 March 2010.

ANTHONY DONOVAN,
A/Manager, Financial Analysis,
Registry of Co-operatives & Associations,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 1984

Cancellation of Incorporation Pursuant to Section 55A and 55B

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to sections 55A and 55B of the Associations Incorporation Act 1984.

Cancellation is effective as at the date of gazettal.

Pambula Health Fighting Club Incorporated – Inc9890817
Heart of Abundance Ministries Incorporated – Inc9889139
Hastings District Tennis Association Incorporated – Y2277711
Bookbinding Exhibitions Australia Incorporated – Inc9880109
Doodle Comer Landcare Group Incorporated – Y2388503
Coffs Harbour and District Vietnam and South East Asia Veterans Association Inc – Y1383818
Australian Institute of Nuclear Science & Engineering Inc – Y1073935
Global Medical Support Incorporated – Inc9874630
Clarence Local Industry Education Network Committee Incorporated – Y2093725
Coramba Landcare Association Incorporated – Y2743906
Dyers Crossing Landcare Group Incorporated – Inc9874417
Dympna House Inc – Y0014815
Crookwell Frail Aged Association Inc – Y0336835

Dated: 22 March 2010.

ANTHONY DONOVAN,
A/Manager, Financial Analysis,
Registry of Co-operatives & Associations,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 1984

Reinstatement of Cancelled Association Pursuant to Section 54A

THE incorporation of SOUTH EASTERN JUNIOR RUGBY LEAGUE FOOTBALL CLUB INC (Y1269617) cancelled on 30 January 2009 is reinstated pursuant to section 54A of the Associations Incorporation Act 1984.

Dated: 24 March 2010.

ANTHONY DONOVAN,
A/Manager Financial Analysis,
Registry of Co-operatives & Associations,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 1984

Reinstatement of Cancelled Association Pursuant to Section 54A

THE incorporation of BLIGHTY NETBALL CLUB INC (Y0246248) cancelled on 22 February 2008 is reinstated pursuant to section 54A of the Associations Incorporation Act 1984.

Dated: 24 March 2010.

ANTHONY DONOVAN,
A/Manager Financial Analysis,
Registry of Co-operatives & Associations,
NSW Fair Trading

ELECTRICITY SUPPLY ACT 1995

Electricity Tariff Equalisation Fund Payment Rules

NOTICE is hereby given under section 43EO (8) of the Electricity Supply Act that the Treasurer, in consultation with the Minister for Energy, has approved an amendment to clause 2.1.1 of the Electricity Tariff Equalisation Fund Payment Rules under section 43EO (7) of the Act.

2.1.1 Settlement Amount (SA) is the required weekly net transfer between each standard retail supplier and the Fund. A positive settlement amount means a net payment is required by the standard retail supplier to the Fund. A negative settlement amount means a net payment is required by the Fund Administrator from the Fund to the standard retail supplier.

The Settlement Amount for standard retail supplier r , for week w , is calculated as follows:

$$SA(r, w) = \alpha \cdot FSA(r, w)$$

Where α is a constant that is defined as follows:

Dates	Until 3/7/2010	4/7/2010- 2/10/2010	3/10/2010- 1/1/2011	2/1/2011- 2/4/2011	3/4/2011- 30/6/2011	1/7/2011 onwards
α	1.0	0.8	0.6	0.4	0.2	0.0

The change to the Electricity Tariff Equalisation Fund Payment Rules takes effect on the day this notice is published.

A full version of the Electricity Tariff Equalisation Fund Payment Rules is available on the NSW Treasury website at <http://www.treasury.nsw.gov.au/energy/etemcorp>.

The Hon ERIC ROOZENDAAL, M.L.C.,
Treasurer

GEOGRAPHICAL NAMES ACT 1966

Notice of Determination of a New Address Locality within the Liverpool Local Government Area

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day created a new address locality named Carnes Hill in the Liverpool Local Government Area as shown on map GNB3573-3.

The position and extent of these features are shown in the Geographical Names Register of New South Wales which can be viewed on the Geographical Names Board's internet site at www.gnb@nsw.gov.au

WARWICK WATKINS,
Chairperson

Geographical Names Board
PO Box 143
Bathurst NSW 2795

GEOGRAPHICAL NAMES ACT 1966

Notice of Determination of a New Address Locality within the Bourke Local Government Area

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day created a new address locality named North Bourke in the Bourke Local Government Area as shown on map GNB3632-2.

The position and extent of these features are shown in the Geographical Names Register of New South Wales which can be viewed on the Geographical Names Board's internet site at www.gnb@nsw.gov.au

WARWICK WATKINS, A.M.,
Chairperson

Geographical Names Board
PO Box 143
Bathurst NSW 2795

GEOGRAPHICAL NAMES ACT 1966

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

Assigned Name: Oppy Reserve
Designation: Reserve
L.G.A.: Blacktown City Council
Parish: Gidley
County: Cumberland
L.P.I. Map: Riverstone
1:100,000 Map: Penrith 9030
Reference: GNB 3959

Assigned Name: Connor Greasby Park
Designation: Reserve
L.G.A.: Blacktown City Council
Parish: Gidley
County: Cumberland
L.P.I. Map: Riverstone
1:100,000 Map: Penrith 9030
Reference: GNB 5355

Assigned Name: Florence Short Reserve
 Designation: Reserve
 L.G.A.: Blacktown City Council
 Parish: St Matthew
 County: Cumberland
 L.P.I. Map: Riverstone
 1:100,000 Map: Penrith 9030
 Reference: GNB 5418

Assigned Name: Coonamble Sportsground Reserve
 Designation: Reserve
 L.G.A.: Coonamble Shire Council
 Parish: Moorambilla
 County: Leichhardt
 L.P.I. Map: Coonamble
 1:100,000 Map: Walgett
 Reference: GNB 5420

Assigned Name: Coonamble Lions Park Reserve
 Designation: Reserve
 L.G.A.: Coonamble Shire Council
 Parish: Moorambilla
 County: Leichhardt
 L.P.I. Map: Coonamble
 1:100,000 Map: Walgett
 Reference: GNB 5420

Assigned Name: Clarrie Atkins Park Reserve
 Designation: Reserve
 L.G.A.: Fairfield City Council
 Parish: St Luke
 County: Cumberland
 L.P.I. Map: Prospect
 1:100,000 Map: Penrith 9030
 Reference: GNB 5421

Assigned Name: Ted Jackson Reserve
 Designation: Reserve
 L.G.A.: Warringah Council
 Parish: Manly Cove
 County: Cumberland
 L.P.I. Map: Sydney Heads
 1:100,000 Map: Sydney 9130
 Reference: GNB 5422

Assigned Name: Pioneer Creek Gully
 Designation: Gully
 L.G.A.: Wyong Shire Council
 Parish: Tuggerah
 County: Northumberland
 L.P.I. Map: Wyong
 1:100,000 Map: Gosford 9131
 Reference: GNB 5414

Assigned Name: Bill Delaney Park Reserve
 Designation: Reserve
 L.G.A.: Coonamble Shire Council
 Parish: Gulargambone
 County: Gowen
 L.P.I. Map: Gulargambone
 1:250,000 Map: Nyngan
 Reference: GNB 5420

Assigned Name: Broome Park Reserve
 Designation: Reserve
 L.G.A.: Coonamble Shire Council
 Parish: Moorambilla
 County: Leichhardt
 L.P.I. Map: Coonamble
 1:100,000 Map: Walgett
 Reference: GNB 5420

Assigned Name: Bamayi Reserve
 Designation: Reserve
 L.G.A.: Wyong Shire Council
 Parish: Munmorah
 County: Northumberland
 L.P.I. Map: Wyong
 1:100,000 Map: Gosford
 Reference: GNB5433

Assigned Name: Eddie Aaw Reserve
 Designation: Reserve
 L.G.A.: Blacktown City Council
 Parish: Prospect
 County: Cumberland
 L.P.I. Map: Prospect
 1:100,000 Map: Penrith 9030
 Reference: GNB 5423

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

WARWICK WATKINS, A.M.,
 Chairperson

Geographical Names Board
 PO Box 143
 Bathurst NSW 2795

LEGAL PROFESSION ADMISSION BOARD RULES 2005

THE Legal Profession Admission Board has made the following amendments to the Legal Profession Admission Board Rules 2005:

- Amend the Fourth Schedule by:
 - deleting* "Australian National University: Legal Workshop (other than by the Summer Graduate Diploma in Legal Practice Program) up to 30 June 2007"
 - deleting* "Bond University: Practical Training Program up to 30 June 2007".
- Amend the Second Schedule by:
 - replacing* the word "Practitioners" with the word "Profession" under the heading "Name of institution".

NATIONAL PARKS AND WILDLIFE ACT 1974

Notice of Reservation of a Nature Reserve

I, Professor Marie Bashir, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the lands described in the Schedule below, as part of a Nature Reserve, under the provisions of section 30A (1) of the National Parks and Wildlife Act 1974.

Signed and sealed at Sydney this 10th day of March 2010.

MARIE BASHIR,
 Governor

By Her Excellency's Command,

FRANK SARTOR,
 Minister for Climate Change and the Environment

GOD SAVE THE QUEEN

SCHEDULE

Addition to Cumbebin Swamp Nature Reserve.

Land District – Lismore; LGA – Byron

County Rous, Parish & Town Byron, 33.51 hectares, being Lot 396, DP 728544 and Lot 398, DP 728550. Papers; FIL09/7793.

Addition to Broken Head Nature Reserve.

Land District – Lismore; LGA – Byron

County Rous, Parish Byron, 0.5612 hectares, being Lot 1, DP 1143987. Papers; FIL09/7613.

**PARENTS AND CITIZENS ASSOCIATIONS
INCORPORATION ACT 1976**

Incorporation of Parents and Citizens Associations

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

1. Fort Street Public School
2. Premer Public School
3. Rand Public School

VERITY FIRTH, M.P.,
Minister for Education and Training

POISONS AND THERAPEUTIC GOODS ACT 1966

Order Under Clause 175 (1),
Poisons and Therapeutic Goods Regulation 2009

Withdrawal of Drug Authority

IN accordance with the provisions of clause 171 (1) of the Poisons and Therapeutic Goods Regulation 2008 an Order has been made on ANDREW JONG PINNOCK, RN1977260, of 3 Kipling Drive, Bateau Bay 2261 prohibiting him, until further notice, as a nurse from having possession of and supplying drugs of addiction as authorised by clauses 101 and 103 of the Regulation.

This Order is to take effect on and from 26 March 2010.

Professor DEBORA PICONE, A.M.,
Director-General

Department of Health, New South Wales,
Sydney 22 March 2010.

REWARD

Office of the Minister for Police,
Sydney

MURDER

FIFTY THOUSAND DOLLARS (\$50,000) REWARD

ON the 15th November 1998 Peter MESSARITI was last seen leaving his property in Bombala, NSW. His vehicle was later found a short distance away unlocked and suffering apparent engine failure. He has not been seen since and grave fears are held for his safety.

Notice is hereby given that a reward of up to fifty thousand dollars (\$50,000) will be paid by the Government of New

South Wales for information leading to the discovery of Peter MESSARITI's whereabouts or disclosing the circumstances of his disappearance.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as strictly confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Assistance Line on 131 444

or Crime Stoppers on 1800 333 000

THE HON. DAVID CAMPBELL, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

SUSPICIOUS DEATH

**ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD**

ON the 8th February, 2008 Brian GILSENAN was assaulted in Bathurst St, Sydney. As a result, Mr GILSENAN was admitted to hospital in a coma. He passed away on the 24th May, 2008 having never regained consciousness.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the death of GILSENAN.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as strictly confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Assistance Line on 131 444

or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MISSING PERSON

**ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD**

ON the 26th of December, 1982, Bradford Warner PHOLI, aged 10 years, went missing from Dundas in Sydney NSW and has not been seen or heard from since. Grave fears are held for the safety of Bradford PHOLI due to his tender age and it is suspected he may have met with foul play.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the disappearance or death of Bradford PHOLI.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000
or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MURDER

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

ON the 8th July 1991, Penny May HILL, aged 21 years, was located in an unconscious state at Coolah NSW. Penny HILL had suffered severe head and facial injuries later resulting in her death. It is suspected that she may have met with foul play.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the disappearance or death of Penny HILL.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000
or Crime Stoppers on 1800 333 000

THE HON. Michael DALEY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MISSING PERSON

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

ON the 24th of January, 1980, Marion Anne SANDFORD, aged 23 years, went missing from Cammeray in Sydney NSW and has not been seen or heard from since. It is suspected that SANDFORD may have met with foul play.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the disappearance or death of Marion SANDFORD.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000
or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MISSING PERSON

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

ON the 27th of July, 1979, Kay DOCHERTY and Toni CAVANAGH, both aged 15 years, went missing from Warilla in NSW. Neither DOCHERTY nor CAVANAGH have been seen or heard from since. It is believed both girls may have met with foul play and are now deceased.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the disappearance or deaths of Kay DOCHERTY and Toni CAVANAGH.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000
or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MURDER

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

ON the 23rd November 2005, Milad SANDE, 28 years, was found deceased in the vicinity of Malabar, NSW. Subsequent investigations have revealed that SANDE died from severe head trauma.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the death of Milad SANDE.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000

or Crime Stoppers on 1800 333 000

THE HON. DAVID CAMPBELL, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MURDER

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

THE body of Bernd LEHMANN, aged 66, was discovered in his Ashfield unit on the 12th February 2008. Mr LEHMANN had suffered severe head injuries and died as a result.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the death of Bernd LEHMANN.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as strictly confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Assistance Line on 131 444

or Crime Stoppers on 1800 333 000

THE HON. DAVID CAMPBELL, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MURDER

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

ON the 6th of January, 2008 the bodies of Robert PASHKUSS aged 51 years & Stacey McMAUGH aged 41 years were found at their home at 35 Macquarie Grove, Caves Beach. Both had suffered severe head injuries.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for Murders of Robert PASHKUSS & Stacey McMAUGH.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will

be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000

or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MISSING PERSON

FIFTY THOUSAND DOLLARS (\$50,000) REWARD

ON the 25th June 2002 Kylie McKAY, then aged 32 years, was last seen leaving her family home in Green Point on the NSW Central Coast. She has not been seen since and grave fears are held for her safety.

Notice is hereby given that a reward of up to fifty thousand dollars (\$50,000) will be paid by the Government of New South Wales for information leading to the location of Kylie McKAY.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as strictly confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Assistance Line on 131 444

or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

MURDER

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

THE body of Jonathan Douglas MITCHELL, aged 28 years of age, was discovered on the floor of his home in Toongabbie on the 7th December 2003. Mr MITCHELL had suffered stab wounds to his neck and died as a result of those injuries.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the death of Jonathan Douglas MITCHELL.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as strictly confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Assistance Line on 131 444

or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

REWARD

Office of the Minister for Police,
Sydney

ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD

ON the 6th of December, 2007, John ROZYCKI, aged 17 years was struck by a large truck whilst changing a tyre on the side of the Pacific Highway, Wootton (15kms north of Bulahdelah). ROZYCKI suffered severe injuries and died at the scene. The driver of the offending vehicle did not stop to render aid to Mr ROZYCKI and failed to identify himself to Police.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person responsible for the death of John ROZYCKI.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000
or Crime Stoppers on 1800 333 000

THE HON. TONY KELLY, M.P.,
Minister for Police

Notice of Final Determination

THE Scientific Committee, established by the Threatened Species Conservation Act has made a Final Determination to reject a proposal to list the *Corymbia trachyphloia*–*Eucalyptus psammitica* Ecological Community in the NSW North Coast Bioregion as an ENDANGERED ECOLOGICAL COMMUNITY in Part 3 of Schedule 1 of the Act.

Copies of these Determinations, which contain the reasons for the determinations, may be obtained free of charge on the Internet www.environment.nsw.gov.au, by contacting the Scientific Committee Unit, PO Box 1967, Hurstville BC NSW 1481. Tel: (02) 9585 6940 or Fax (02) 9585 6606 or in person at the Department of Environment, Climate Change and Water Information Centre, Level 14, 59-61 Goulburn Street, Sydney. Copies of the determinations may also be obtained from National Parks and Wildlife Service Area Offices and Visitor Centres, subject to availability.

Dr RICHARD MAJOR,
Chairperson

THREATENED SPECIES CONSERVATION ACT 1995

Notice of Preliminary Determinations

THE Scientific Committee has made Preliminary Determinations proposing that the following be listed in the relevant Schedules of the Threatened Species Conservation Act 1995:

Endangered Species (Part 1 of Schedule 1)
Australasian Bittern *Botaurus poiciloptilus* Wagler 1827
Critically Endangered Species (Part 1 of Schedule 1A)
Regent Honeyeater *Anthochaera phrygia* (Shaw, 1794)

Any person may make a written submission regarding these Preliminary Determinations. Send submissions to Suzanne Chate, NSW Scientific Committee, PO Box 1967, Hurstville BC NSW 1481. Submissions close 21 May 2010.

MOTOR ACCIDENTS COMPENSATION ACT 1999

PURSUANT to section 49 of the Motor Accidents Compensation Act 1999 (the Act), I approve the following Accident Notification Form to be used for notification under Part 3.2 of the Act for accidents on or after 1 April 2010.

Dated: 18 March 2010.

CARMEL DONNELLY,
General Manager,
Motor Accidents Authority

ACCIDENT NOTIFICATION FORM

THIS FORM IS APPROVED BY THE MOTOR ACCIDENTS AUTHORITY OF NSW. IT IS TO BE USED FOR NOTIFICATIONS MADE UNDER THE MOTOR ACCIDENTS COMPENSATION ACT 1999 FOR ACCIDENTS ON OR AFTER 1 APRIL 2010



If you have been injured in a motor vehicle accident in NSW, you may be immediately entitled to up to \$5,000 for your treatment expenses and lost earnings regardless of who was at fault.

You need to:

1. identify the registration number of the vehicle that caused the accident
2. report the accident to the police if they did not attend the accident scene and obtain a police event number
3. complete the declaration on page 5 and get your doctor to complete the medical certificate
4. call 1300 656 919 to find out the Green Slip or Compulsory Third Party (CTP) insurer of the vehicle that caused the accident
5. send your completed form to the CTP insurer within 28 days of the accident

The insurer will let you know within 10 days whether it will pay for your reasonable and necessary treatment expenses and lost earnings and will provide you with a reference number that must be used in all correspondence.

Your information is confidential

The information in this form will be treated confidentially. Only staff of the Motor Accidents Authority (MAA), CTP insurers and other approved bodies with proper legal authority are allowed to access your information and are restricted in how they use the information. You have the right to access and correct information about you held by the MAA or CTP insurers. If you consider:

- that your personal information has been handled incorrectly by the MAA, you can ask the authority to undertake an internal review or you may contact Privacy NSW
- that an insurer has handled your information incorrectly, you may contact the relevant insurer for an internal review or the Office of the Federal Privacy Commissioner.

CTP insurers are bound by national privacy principles. You may visit the licensed insurers' website or contact them directly to request information on how to access your personal information, seek an internal review or determine with whom they share the information.

Interpreter service

If you need an interpreter to help you understand this form, contact Associated Translators & Linguists on **02 9231 3288** during office hours.

Need more information?

If you have any questions, would like more information or need help completing this form, contact the Motor Accidents Authority's Claims Advisory Service on **1300 656 919** or visit **www.maa.nsw.gov.au**

**THIS FORM MUST BE COMPLETED AND SENT TO THE CTP INSURER
WITHIN 28 DAYS OF THE ACCIDENT**

INFORMATION FOR PEOPLE INJURED IN A MOTOR VEHICLE ACCIDENT

How do I complete this form?

You can only submit one Accident Notification Form so you will need to decide which vehicle you think caused the accident (or the vehicle that you think was most at fault) and provide the registration number of this vehicle.

You will also need to provide:

- the police event number,
- the registration numbers of other vehicles involved in the accident, and
- a brief description of the accident and details of your role in it

If you are seeking reimbursement for your lost earnings you must provide details of your employment situation and income before the accident as well as details of any income you have lost as a result of your injuries. The insurer may ask you for additional information to verify your income loss. This additional information can include things such as pay slips, tax returns or information from your employer confirming your employment details.

You are required to make a declaration on page 5 that your injuries are a direct result of the motor accident. By signing the declaration you will also be giving the insurer permission to contact and obtain information from individuals or organisations about the information provided in this form.

This form also includes a medical certificate, which must be completed by your doctor. It will include details of your injuries, the results of any medical investigations and recommended treatment in addition to certifying the period of time off work you will need.

Where do I send the form?

Send the Accident Notification Form to the Compulsory Third Party (CTP) insurer of the vehicle that caused the accident. If you don't know who this insurer is, contact the Motor Accidents Authority's Claims Advisory Service on 1300 656 919 for assistance.

What do I do if I was the driver at fault?

The Accident Notification Form provides for treatment expenses and lost earnings up to \$5,000 regardless of who was at fault. If you were the driver at fault, you should send your completed Accident Notification Form to the CTP insurer of the vehicle you were driving at the time of the accident. You can still access the benefits available under the Accident Notification Form, however you may not be eligible to make a full claim for compensation under the Motor Accidents Scheme.

What happens if I can't lodge my Accident Notification Form on time?

If you cannot lodge your Accident Notification Form within 28 days of the accident you will need to make a full claim by lodging a Personal Injury Claim Form. Remember, you may not be eligible to make a full claim if you were the driver at fault.

What if I can't identify the registration number of the vehicle that caused the accident?

You cannot use this form if you are unable to identify the vehicle that caused the accident, for example, if your accident was a 'hit and run'. You will need to complete a Personal Injury Claim Form instead. Contact the Motor Accidents Authority's Claims Advisory Service on 1300 656 919 for assistance.

What happens once the insurer receives my Accident Notification Form?

The insurer will let you know within 10 days whether they admit 'provisional' liability in relation to your motor vehicle accident. Provisional liability means that the insurer accepts responsibility for the cost of your treatment expenses and lost earnings, up to \$5,000. It does not mean that they will agree to pay other expenses or compensation.

The insurer will provide you with a reference number to assist you to access treatment and to be used in all correspondence with the insurer.

What treatment expenses will the insurer pay for?

Once provisional liability is admitted, the insurer is obliged to pay for treatment expenses that are reasonable and necessary. The insurer may use approved treatment guidelines to decide what is reasonable and necessary.

What do I do with my treatment accounts?

Your treatment accounts should be sent to the insurer, including the account for completion of the medical certificate by your doctor, as soon as possible after you receive them. You should make sure that all accounts are clearly marked with your name and the reference number given to you by the insurer.

When will the insurer pay me for my lost earnings?

The Accident Notification Form provides a combined total of \$5,000 for treatment provided and loss of income sustained within six months of the date of the accident. In paying these expenses, the insurer must give priority to payment of treatment expenses which means they will pay these expenses before making any payment for lost earnings. For this reason, the insurer will not make payment for any loss of income until the end of the six month period following the accident.

What happens if my expenses are greater than \$5,000?

If your treatment expenses and lost earnings are more, or are likely to be more than \$5,000 in the first six months you may need to make a full claim for compensation under the Motor Accidents Scheme (see 'Am I eligible to make a full claim?').

You may also like to make a full claim if you wish to claim other compensation such as payment for your pain and suffering.

Am I eligible to make a full claim?

You may be eligible to make a full claim under the Motor Accidents Scheme if:

- you can demonstrate that a driver or owner of a motor vehicle, other than yourself, was partially or completely at fault
- you were injured in a blameless accident, for example, an accident resulting from the sudden illness of the driver, such as heart attack or stroke, or vehicle failure such as a tyre blow-out.

If you were under 16 years old at the time of the accident and residing in NSW, you may be able to make a full claim for hospital, medical, rehabilitation, pharmaceutical, respite care and attendant care expenses regardless of who was at fault.

You may not be eligible to make a full claim if you were the driver completely at fault.

For more information about who can make a full claim for compensation, contact the MAA's Claims Advisory Service on **1300 656 919**.

When should I make a full claim?

You should make a full claim by submitting a Personal Injury Claim Form to the CTP insurer if:

- you are unable to lodge the Accident Notification Form within 28 days
- you cannot identify the vehicle that caused the accident

To make a full claim, **you must submit a Personal Injury Claim Form no later than six months from the date of the accident**. Your claim may not be accepted if it is not received within six months. You can obtain the claim form from the insurer of the vehicle that caused the accident or you can download it from www.maa.nsw.gov.au

What happens to my Accident Notification Form if I make a full claim?

If you make a full claim by lodging a Personal Injury Claim Form, the insurer does not have to make any further payments under the Accident Notification Form.

What compensation can I get if I make a full claim?

Depending on the circumstances of your accident, you may be entitled to compensation that includes:

- reasonable and necessary medical, pharmaceutical, rehabilitation, respite care and attendant care expenses
- other expenses and economic losses e.g. loss of income and out of pocket expenses
- non-economic loss (payment for your pain and suffering) if you have a serious, permanent injury

Tear along this line and keep this information after you send off the completed form.

ACCIDENT NOTIFICATION FORM – TO BE COMPLETED BY THE INJURED PERSON

Personal Details				
Surname/family name	Given name(s)	Date of birth	Sex	
<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	M <input type="checkbox"/> F <input type="checkbox"/>	
Address				
<input type="text"/>				
Phone numbers			Email	
Home: <input type="text"/>	Work: <input type="text"/>	Mobile: <input type="text"/>	<input type="text"/>	
Occupation		Name of employer		
<input type="text"/>		<input type="text"/>		
Have you ever suffered an injury to the same part of your body prior to this motor vehicle accident? No <input type="checkbox"/> Yes <input type="checkbox"/>				
Details				
<input type="text"/>				
Have you already submitted an Accident Notification Form in relation to this motor vehicle accident? No <input type="checkbox"/> Yes <input type="checkbox"/>				
Insurance Company:		Claim or reference number:		
<input type="text"/>		<input type="text"/>		
Have you submitted a Personal Injury Claim Form in relation to this motor vehicle accident? No <input type="checkbox"/> Yes <input type="checkbox"/>				
Insurance Company:		Claim or reference number:		
<input type="text"/>		<input type="text"/>		
Have you ever made a claim for personal injury compensation, workers compensation or other damages e.g. slip and fall, assault, medical negligence or another motor accident?				
No <input type="checkbox"/> Yes <input type="checkbox"/> Please give details if you can				
Type of claim	Date of injury	Insurance company	Claim or reference number	
<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/>	
Please attach a separate page if you need to include more information.				
Details of this accident				
Date of accident	Time of accident	Place of accident – include street, town or suburb and state		
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> am/pm	<input type="text"/>		
Name of police officer attending the accident	Police station	Police 'event' number		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
You must report this accident to Police. If you have a copy of the Police Report please attach it to this form.				
Your part in the accident: Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Motorcycle rider <input type="checkbox"/> Pillion passenger <input type="checkbox"/> Cyclist <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other <input type="checkbox"/>				
1) Vehicle causing the accident				
Registration No.	State	Make	Driver & phone No.	Owner
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2) Vehicle you were travelling in				
Registration No.	State	Make	Driver & phone No.	Owner
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3) Other vehicle/s involved in the accident if known				
Registration No.	State	Make	Driver & phone No.	Owner
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ACCIDENT NOTIFICATION FORM – TO BE COMPLETED BY THE INJURED PERSON

Diagram of the accident	Brief description of the accident

Was an ambulance called?
 No Yes ▶ Were you: Treated at the scene only Transported to hospital

Had you taken any drugs, including medication or alcohol in the 12 hours before the accident?
 No Yes ▶ Give details of type and amount

Employment Details (relating to loss of income)

If you are seeking reimbursement for lost earnings, the insurer may ask you for additional information or they may contact your employer to confirm your employment details.

Your employment situation before the accident

<input type="checkbox"/> Self employed	<input type="checkbox"/> Full time employed	<input type="checkbox"/> Part time employed	<input type="checkbox"/> Retired
<input type="checkbox"/> Casual	<input type="checkbox"/> Student/child	<input type="checkbox"/> Home duties	<input type="checkbox"/> Not working
<input type="checkbox"/> Other <input style="width: 150px;" type="text"/>	<input type="checkbox"/> Pensioner <input style="width: 150px;" type="text"/>		

Please describe Please describe

Have you taken time off work because of the injuries you sustained in the accident? No Go to Declaration Yes ▼

Work time lost

	From		To	
	/	/	/	/
	/	/	/	/

Have you returned to work?

Yes ▼ No ▶ When do you expect to return to work? / / Don't know

Fully? Partly? (e.g. light/modified duties) Date of return / /

Name of employer Contact person's name Contact phone number

Workplace address

Town/suburb State Postcode

Employer's email address (if known)

ACCIDENT NOTIFICATION FORM – TO BE COMPLETED BY THE INJURED PERSON

Usual weekly working hours

Ordinary

Overtime

Usual weekly earnings (including overtime, regular bonuses and commission)

Pay before tax (gross)

Pay after tax (net)

Description of duties

Have you received or will you receive money for being unable to work because of your injuries (e.g. sick leave or holiday pay, social security benefits, workers compensation or insurance payment)

Yes No Go to Declaration



Give details (e.g. insurer, claim number, contact name, if known)

Declaration

Please read the declaration carefully before signing.

- This declaration allows the insurer to obtain relevant records or information relating to this form, including any information about treatment you have received from a doctor or hospital.
- This declaration must be signed by the injured person unless he/she is under 18 or unable to make the declaration. In that case, the declaration must be made by a parent, guardian, relative or friend on the injured person's behalf.
- It is an offence under the Motor Accidents Compensation Act 1999 to knowingly make a false or misleading statement in this form. Information that is knowingly false or misleading may result in a fine of up to \$5,500 or imprisonment for up to 12 months, or both.

I declare that to the best of my knowledge the information given in the Accident Notification Form is true and correct in every respect and my injuries are a direct result of the motor accident.

I authorise the Nominal Defendant or the insurer against whom this notification is made to contact and obtain information and documents relevant to an injury/condition to which this notification relates from:

- any doctor, ambulance service, hospital or other service/treatment provider
- any police department
- any property damage insurer
- any employer or accountant of the injured person
- any personal injury claim or workers compensation insurer
- Lifetime Care and Support Authority (LTCSA)

Name

Signature

 / /

Date

If the declaration has been signed on behalf of the injured person, please provide details:

Relationship to injured person

Phone contact

Reason injured person could not sign

This form must be sent to the CTP insurer within 28 days of the accident.

MEDICAL CERTIFICATE – TO BE COMPLETED BY TREATING DOCTOR

AMA fees apply for all medical services. Fee for completing forms: \$32

Injured person's surname/family name Given name(s) Date of birth / /

Date of accident / / Date of examination / /

Are the injuries/conditions consistent with the circumstances of the motor accident described to you? Yes No

Medical diagnosis and description of the injury

Clinical findings (symptoms, results of any investigations)

Did the patient attend hospital? No Yes Length of stay Name of hospital?

Was the patient admitted to hospital? No Yes

Treatment plan likely to be required: Short term (6 weeks) Medium term (6-12 weeks) Long term (>12 weeks)

Refer to:

Specialist

Therapy

Other

Type	Name of person	Phone number or contact details
<input type="text"/>	<input type="text"/>	<input type="text"/>

Describe the patient's fitness for work:

Fit to resume normal duties on / /

Fit for alternative duties on / / Please describe

Unfit for work from / / To / /

Does the patient have any other co-morbidities or previous injuries? No Yes

Please describe

How long has this patient attended the practice?

Date of next medical review / /

Does the patient need an interpreter? No Yes

Language

Doctor's name (please print)

Provider number

Address of practice

Phone number () ()

Fax number () ()

Area of specialty

Postcode

I declare that I am a registered medical practitioner and to the best of my knowledge, the information provided here is true and correct.

Signature

Date / /

For further information or forms contact the Motor Accidents Authority of NSW on 1300 656 919 or fax 1300 137 707



Independent Pricing and Regulatory Tribunal

Review of regulated retail tariffs and charges for electricity 2010 - 2013

Electricity — Final Determination
March 2010



Independent Pricing and Regulatory Tribunal

Review of regulated retail tariffs and charges for electricity 2010 - 2013

Determination No. 3, 2010

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ISBN 978-1-921628-36-8 Det10-03

The Tribunal members for this review are:

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Ms Sibylle Krieger, Part Time Member

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Preliminary

1 Background

- (a) Under section 43EA of the *Electricity Supply Act 1995* (NSW) (the **ESA**), the Minister for Energy may refer to IPART, for investigation and report, the determination of regulated retail tariffs, regulated retail charges, or both.
- (b) On 19 June 2009, IPART received a referral from the Minister for Energy to investigate and report on:

“The determination of regulated retail tariffs and regulated retail charges to apply to small retail customers in each standard retail supplier’s supply district in New South Wales for the period from 1 July 2010 to 30 June 2013”.
- (c) This determination is made under section 43EB of the ESA, pursuant to the referral from the Minister for Energy.
- (d) In conducting its investigation, IPART consulted with Standard Retail Suppliers in accordance with section 43EE of the ESA and also undertook a public consultation process in accordance with the referral from the Minister for Energy.
- (e) In making its determination, IPART has had regard to:
 - (1) the matters it is required to consider under the referral from the Minister for Energy; and
 - (2) the effect of the determination on competition in the retail electricity market,as required by section 43EB(2) of the ESA.
- (f) Under section 34 of the ESA, all Small Retail Customers who own or occupy Premises that are:
 - (1) within a Standard Retail Supplier's Supply District; and
 - (2) connected or have a right to apply to be connected to a Distribution System,may elect to be Supplied with electricity at those Premises by the Standard Retail Supplier under a Standard Form Customer Supply Contract.
- (g) A Standard Retail Supplier may only impose tariffs and charges for or in relation to the Supply of electricity under a Standard Form Customer Supply Contract in accordance with this determination.

Preliminary

2 Application of this determination

- (a) This determination specifies the methodology for determining the Regulated Retail Tariffs and Regulated Retail Charges that Standard Retail Suppliers may charge Small Retail Customers:
 - (1) whose Premises are in the Standard Retail Supplier's Supply District; and
 - (2) who are Supplied electricity at those Premises by the Standard Retail Supplier under a Standard Form Customer Supply Contract, during the Term.
- (b) This determination commences on the date that it is published in the NSW Government Gazette (the **Commencement Date**).

3 Replacement of Determination No. 1 of 2007

This determination replaces Determination No. 1 of 2007 from 1 July 2010. The replacement does not affect anything done or omitted to be done, or rights or obligations accrued, under Determination No. 1 of 2007 prior to its replacement.

4 Schedules

- (a) Schedule 1 and the tables in that schedule set out the methodology for determining Regulated Retail Tariffs to apply during the Term.
- (b) Schedule 2 and the table in that schedule set out the process for the submission and assessment of an Annual Pricing Proposal and for IPART's annual review of the Total Energy Cost Allowance.
- (c) Schedule 3 and the table in that schedule set out the special review mechanism and the process for the submission and assessment of a revised Annual Pricing Proposal where a special review occurs and IPART determines a revised $FixedR'_c$ and $VariableR'_{ij}$.
- (d) Schedule 4 sets out the cost pass through mechanism and the process for the submission and assessment of a revised Annual Pricing Proposal following the approval of a cost pass through by IPART.
- (e) Schedule 5 and the table in that schedule set out the maximum Regulated Retail Charges to apply during the Term and the manner in which such charges may be imposed.
- (f) Schedule 6 sets out the definitions and interpretation provisions.

Schedule 1 Regulated Retail Tariffs

1 Application

This schedule specifies the methodology for determining Regulated Retail Tariffs to apply during the Term.

2 Weighted average price cap

2.1 Weighted average price cap formula

A Standard Retail Supplier must ensure that for any given Year (**Year t**), all of its Regulated Retail Tariffs comply with the following weighted average price cap formula:

$$\sum_{i=1}^n \sum_{j=1}^m P_{ij}^t \times q_{ij}^{t-1} \leq \sum_{i=1}^n \sum_{j=1}^m C_{ij}^t \times q_{ij}^{t-1} + PT^t \quad i=1,2,\dots,n \text{ and } j=1,2,\dots,m$$

Where:

- (a) the Standard Retail Supplier has n Regulated Retail Tariffs which each have up to m Components;
- (b) P_{ij}^t is the price the Standard Retail Supplier proposes to charge for Component j of Regulated Retail Tariff i in Year t (excluding any rebates funded by the Standard Retail Supplier);
- (c) q_{ij}^{t-1} is the quantity of Component j of Regulated Retail Tariff i in Year t-1, calculated as follows:
 - (1) where the quantity relates to electricity consumption or demand, the Standard Retail Supplier's estimate of consumption or demand for Year t-1 (in MWh or other relevant units) approved by IPART under clause 2 of Schedule 2; or
 - (2) where the quantity relates to number of Customers, the actual number of Customers of that Standard Retail Supplier on 31 December in Year t-1;
- (d) C_{ij}^t is the value for Component j of Regulated Retail Tariff i for Year t determined in accordance with clause 2.2 of this schedule; and
- (e) PT^t is any Annual Pass Through Amount for the Standard Retail Supplier for Year t, as determined in accordance with Schedule 4.

2.2 Value of C: regulated price control (N+R)

For the purpose of clause 2.1 of this schedule, C_{ij}^t for Year t is calculated as follows:

$$C_{ij}^t = N_{ij}^t + R_{ij}^t$$

Where:

- (a) N_{ij}^t is the Network Use Of System Charge plus any Demand Management Levy payable by the Standard Retail Supplier to the DNSP for Component j of Regulated Retail Tariff i in Year t;
- and
- (b) R_{ij}^t is the retail allocation, comprising:
- (1) for each Customer of the Standard Retail Supplier, the relevant $FixedR_c^t$ calculated in accordance with clause 2.3 of this schedule; and
 - (2) for Component j of Regulated Retail Tariff i in Year t, the relevant $VariableR_y^t$ calculated in accordance with clause 2.4 of this schedule.

2.3 Value of Fixed R

For the purpose of clause 2.2(b)(1) of this schedule, $FixedR_c^t$ for each Standard Retail Supplier is calculated as follows:

- (a) for the 2010/11 Year, the amount set out in Table 1 for 2010/11;
- (b) for the 2011/12 Year, the amount set out in Table 1 for 2011/12 multiplied by ΔCPI_1 or, if IPART determines another amount in accordance with clause 3.2(b) of Schedule 2, that other amount; and
- (c) for the 2012/13 Year, the amount set out in Table 1 for 2012/13 multiplied by $(\Delta CPI_1 \times \Delta CPI_2)$ or, if IPART determines another amount in accordance with:
 - (1) clause 3.2(b) of Schedule 2, that other amount; and/or
 - (2) clause 2.1(c)(2) of Schedule 3 for the period from 1 January 2013 to 30 June 2013, that other amount for the period from 1 January 2013 to 30 June 2013.

2.4 Value of Variable R

For the purpose of clause 2.2(b)(2) of this schedule, $VariableR'_{ij}$ for each Standard Retail Supplier is calculated as follows:

- (a) for the 2010/11 Year, the amount for the relevant Standard Retail Supplier for 2010/11 set out in Table 2, 3 or 4 (as applicable);
- (b) for the 2011/12 Year, the amount for the relevant Standard Retail Supplier for 2011/12 set out in Table 2, 3 or 4 (as applicable) multiplied by ΔCPI_1 or, if IPART determines another amount in accordance with clause 3.2(b) of Schedule 2, that other amount; and
- (c) for the 2012/13 Year, the amount for the relevant Standard Retail Supplier for 2012/13 set out in Table 2, 3 or 4 (as applicable) multiplied by $(\Delta CPI_1 \times \Delta CPI_2)$ or, if IPART determines another amount in accordance with:
 - (1) clause 3.2(b) of Schedule 2, that other amount; and/or
 - (2) clause 2.1(c)(2) of Schedule 3 for the period from 1 January 2013 to 30 June 2013, that other amount for the period from 1 January 2013 to 30 June 2013.

3 Maximum price increases (Country Energy)

3.1 Price increase limit

Subject to clause 3.2 of this schedule, and in addition to complying with clause 2 of this schedule, Country Energy must ensure that for any given Year (Year t), each of its Regulated Retail Tariffs complies with the following formula:

$$\frac{\sum_{j=1}^m P'_{ij} \times q_{ij}^{t-1}}{\sum_{j=1}^m P'_{ij} \times q_{ij}^{t-1}} \leq \frac{\sum_{i=1}^n \sum_{j=1}^m C'_{ij} \times q_{ij}^{t-1} + PT^t}{\sum_{i=1}^n \sum_{j=1}^m C'_{ij} \times q_{ij}^{t-1} + PT^{t-1}} + 0.05 \quad i = 1, 2, \dots, n \text{ and } j = 1, 2, \dots, m$$

Where:

- (a) Country Energy has n Regulated Retail Tariffs which each have up to m Components;
- (b) P'_{ij} , q_{ij}^{t-1} , C'_{ij} and PT^t have the meanings given to those terms in clause 2 of this schedule;

- (c) P_{ij}^{t-1} is the price charged by Country Energy for Component j of Regulated Retail Tariff i in Year t-1 (excluding any rebates funded by Country Energy);
- (d) C_{ij}^{t-1} is the value for Component j of Regulated Retail Tariff i for Year t-1 determined in accordance with:
- (1) clause 7.2 of Determination No. 1 of 2007, where Year t is the 2010/11 Year; and
 - (2) clause 2.2 of this schedule, where Year t is any other Year; and
- (e) PT^{t-1} is any Annual Pass Through Amount for Country Energy for Year t-1, as determined in accordance with Schedule 4 (where Year t is the 2010/11 Year, PT^{t-1} is zero).

An illustrated example of the application of this formula is set out in the report accompanying this determination.

3.2 Justified non-compliance

Country Energy need not comply with clause 3.1 of this schedule with respect to a Regulated Retail Tariff if IPART has notified Country Energy in writing that it is satisfied that the proposed increase in that Regulated Retail Tariff would increase cost-reflectivity.

4 Price changes

Except as otherwise provided in this determination, a Standard Retail Supplier may only change the price for any Regulated Retail Tariff or Component for any Year:

- (a) with effect from 1 July of that Year (or from any other date in that Year determined by IPART); and
- (b) if IPART has notified the Standard Retail Supplier in writing that it is satisfied that the proposed price change complies with this determination.

5 Introducing new tariffs

- (a) Except as otherwise provided in this determination, a Standard Retail Supplier may only introduce a New Regulated Retail Tariff for any Year:
 - (1) with effect from 1 July of that Year (or from any other date in that Year determined by IPART); and
 - (2) if IPART has notified the Standard Retail Supplier in writing that it is satisfied that:

- (A) exceptional circumstances exist which warrant the introduction of the new Regulated Retail Tariff; and
 - (B) the Standard Retail Supplier complies with this determination.
- (b) Nothing in this clause 5 prevents a Standard Retail Supplier from introducing a new Component to form part of an existing Regulated Retail Tariff with effect from 1 July of any Year.

6 Abolition of tariffs

6.1 Abolishing tariffs

- (a) Except as otherwise provided in this determination, a Standard Retail Supplier may only abolish a Regulated Retail Tariff:
- (1) with effect from 1 July of any Year (or from any other date in that Year determined by IPART); and
 - (2) if IPART has notified the Standard Retail Supplier in writing that it is satisfied that the Standard Retail Supplier's proposal to abolish the Regulated Retail Tariff complies with this determination.
- (b) Nothing in this clause 6.1 prevents a Standard Retail Supplier from removing a Component from an existing Regulated Retail Tariff with effect from 1 July of any Year.

6.2 Additional conditions for Country Energy

Country Energy must ensure that:

- (a) if it abolishes a Regulated Retail Tariff; and
- (b) as a result a Customer is transferred from the abolished Regulated Retail Tariff to another Regulated Retail Tariff,

then either:

- (c) the price applying to the two Regulated Retail Tariffs (including level and structure) is the same; or
- (d) IPART has notified Country Energy in writing that it is satisfied that the proposed abolition and consequent Customer transfers are appropriate (having regard to the information submitted by Country Energy in its Annual Pricing Proposal under clause 2.2 of Schedule 2).

7 Green Premiums

This determination does not prevent a Standard Retail Supplier from charging a Customer for a Green Premium, in addition to Regulated Retail Tariffs, where the Customer so elects.

8 Pass through of other network charges

This determination does not prevent a Standard Retail Supplier from passing through to a Customer any network charges, other than Network Use Of System Charges, charged by the Customer's DNSP that are specific to that Customer (for example, meter test fees) if the Standard Retail Supplier would otherwise be entitled to do so. However, the Standard Retail Supplier may not charge any additional fees in respect of the pass through of these charges (for example, for administration).

Tables 1, 2, 3 and 4

Table 1 Fixed R (\$2010/11 per Customer per year)¹

Year	Fixed R
2010/11	93.7
2011/12	95.2
2012/13	96.7

Table 2 Variable R (¢2010/11 per kWh)²: EnergyAustralia

Year	Variable R
2010/11	8.91
2011/12	9.87
2012/13	12.95

Table 3 Variable R (¢2010/11 per kWh)²: Integral Energy

Year	Variable R
2010/11	9.23
2011/12	10.25
2012/13	13.64

Table 4 Variable R (¢2010/11 per kWh)²: Country Energy

Year	Variable R
2010/11	8.92
2011/12	10.04
2012/13	13.42

¹ Readers should note that the Fixed R for each Standard Retail Supplier is presented in \$2009/10 in the report accompanying this determination

² Readers should note that the Variable R for each Standard Retail Supplier is presented in ¢2009/10 in the report accompanying this determination.

Schedule 2 Annual Pricing Proposals and annual review of the Total Energy Cost Allowance

1 Application

This schedule sets out the process for:

- (a) the submission and assessment of Annual Pricing Proposals; and
- (b) IPART's annual review of the Total Energy Cost Allowance.

2 Annual Pricing Proposal

2.1 Submission and assessment

- (a) Each Standard Retail Supplier must submit to IPART, in accordance with this clause 2.1, an Annual Pricing Proposal for each Year.
- (b) The Annual Pricing Proposal for each Year must be submitted to IPART by no later than the relevant date specified in item 3 of Table 5, or any other date notified by IPART.

2.2 Contents

The Annual Pricing Proposal submitted by a Standard Retail Supplier for any given Year (**Year t**) must contain the following information:

- (a) the Standard Retail Supplier's application of the weighted average price cap formula set out in clause 2.1 of Schedule 1 to all of its Regulated Retail Tariffs proposed for Year t, together with all necessary supporting calculations and information including:
 - (1) the prices the Standard Retail Supplier proposes to charge for each of the Components of its Regulated Retail Tariffs in Year t;
 - (2) quantities of each of the Components for Year t-1 and, where those quantities are estimates, the basis for those estimates;
 - (3) details of how the proposed prices incorporate any Annual Pass Through Amounts for Year t determined under Schedule 4; and
 - (4) for any proposed new Component of an existing Regulated Retail Tariff for Year t, reasonable estimates of the quantity of electricity consumption or demand (in MWh or other relevant units) or of the number of Customers (as the case may be) assuming, for that Regulated Retail Tariff, the same consumption and load profile as in Year t-1,

Schedule 2 Annual Pricing Proposals and annual review of
the Total Energy Cost Allowance

- with all prices submitted under this clause to be calculated to 2 decimal places;
- (b) if the Standard Retail Supplier proposes to introduce a New Regulated Retail Tariff in Year t:
 - (1) details of the proposed New Regulated Retail Tariff; and
 - (2) details of why the Standard Retail Supplier considers that:
 - (A) exceptional circumstances exist; and
 - (B) those circumstances warrant the introduction of the proposed New Regulated Retail Tariff;
 - (c) details of any Regulated Retail Tariffs that:
 - (1) the Standard Retail Supplier abolished in Year t-1; and
 - (2) the Standard Retail Supplier proposes to abolish in Year t;
 - (d) for Country Energy:
 - (1) Country Energy's application of the maximum price increase formula set out in clause 3.1 of Schedule 1 to each of its Regulated Retail Tariffs proposed for Year t, together with all necessary supporting calculations and information;
 - (2) a list of those proposed Regulated Retail Tariffs (if any) that would exceed the price increase limit, and the amount by which they would exceed the price increase limit;
 - (3) for those Regulated Retail Tariffs that would exceed the price increase limit, an explanation of why Country Energy considers that the price increases proposed would increase cost-reflectivity; and
 - (4) for those Regulated Retail Tariffs that Country Energy proposes to abolish, and which would result in a Customer being transferred from that Regulated Retail Tariff to another Regulated Retail Tariff, an explanation of whether the price applying to the two Regulated Retail Tariffs (including level and structure) is the same and, if not, why Country Energy considers that the abolition and transfer is nonetheless appropriate;
 - (e) the amounts of the relevant average Electricity Retail Bills; and
 - (f) any other information IPART requires to satisfy itself that the Standard Retail Supplier's Annual Pricing Proposal complies with this determination.

2.3 IPART's assessment of the Annual Pricing Proposal

By the date specified in item 4 of Table 5, or any other date notified by IPART, IPART will notify each Standard Retail Supplier whether or not IPART is satisfied:

- (a) that the Standard Retail Supplier's Annual Pricing Proposal contains the information required under clause 2.2 of this schedule;

Schedule 2 Annual Pricing Proposals and annual review of the Total Energy Cost Allowance

- (b) with the Standard Retail Supplier's estimates of quantities set out in its Annual Pricing Proposal; and
- (c) that the Regulated Retail Tariffs set out in the Standard Retail Supplier's Annual Pricing Proposal comply with all applicable requirements of this determination, including where relevant:
 - (1) the weighted average price cap formula under clause 2.1 of Schedule 1;
 - (2) the restriction on introducing New Regulated Retail Tariffs under clause 5 of Schedule 1;
 - (3) the price increase limit for Country Energy under clause 3.1 of Schedule 1; and
 - (4) the additional conditions for Country Energy under clause 6.2 of Schedule 1.

2.4 If IPART is satisfied

- (a) If IPART notifies the Standard Retail Supplier that it is satisfied with each of the matters referred to in clause 2.3 of this schedule, then the proposed Regulated Retail Tariff prices set out in the Annual Pricing Proposal for Year *t* will be the applicable prices for those Regulated Retail Tariffs for that Year.
- (b) A Standard Retail Supplier must comply with any relevant regulatory requirements in relation to the publication of changes to its Regulated Retail Tariff prices (for example, under clause 21 of the Regulations).

2.5 If IPART is not satisfied: alternative Annual Pricing Proposal

- (a) If IPART notifies the Standard Retail Supplier that it is not satisfied with any of the matters referred to in clause 2.3 of this schedule, the Standard Retail Supplier must submit to IPART an alternative Annual Pricing Proposal by the date specified in item 5 of Table 5.
- (b) If the Standard Retail Supplier submits an alternative Annual Pricing Proposal under clause 2.5(a) of this schedule, IPART will notify the Standard Retail Supplier whether or not IPART is satisfied with each of the matters referred to in clause 2.3 of this schedule in respect of the Standard Retail Supplier's alternative Annual Pricing Proposal by the date specified in item 6 of Table 5, or any other date notified by IPART.
- (c) If IPART notifies the Standard Retail Supplier that it is so satisfied, then clause 2.4 of this schedule will apply in respect of the Standard Retail Supplier's alternative Annual Pricing Proposal.
- (d) If IPART notifies the Standard Retail Supplier that it is not so satisfied, then the default arrangements in clause 2.6 of this schedule apply.

2.6 Default arrangements

If for Year *t*, IPART has not received a Compliant Annual Pricing Proposal from a Standard Retail Supplier by the date specified in item 5 of Table 5 then:

- (a) where Year *t* is the 2010/11 Year, the Standard Retail Supplier's Regulated Retail Tariff prices for that Year will remain the same as the prices determined under Determination No. 1 of 2007 for the period from 1 July 2009 to 30 June 2010;
- (b) where Year *t* is the 2011/12 Year or the 2012/13 Year:
 - (1) if the annual review conducted by IPART under clause 3.1 of this schedule results in a decrease in the weighted average price cap set out in clause 2.1 of Schedule 1:
 - (A) IPART will apply the relevant percentage decrease in the weighted average price cap to the Regulated Retail Tariffs and Components which that Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination of the outcome of the annual review under clause 3.2 of this schedule; and
 - (B) the Standard Retail Supplier's Regulated Retail Tariff prices for Year *t* will be the prices calculated by IPART under clause 2.6(b)(1)(A) of this schedule; or
 - (2) if the annual review conducted by IPART under clause 3.1 of this schedule results in an increase in the weighted average price cap set out in clause 2.1 of Schedule 1, the Standard Retail Supplier's Regulated Retail Tariff prices for Year *t* will remain the same as those which the Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination of the outcome of the annual review under clause 3.2 of this schedule.

3 Annual review of the Total Energy Cost Allowance

3.1 Annual review mechanism

- (a) For the 2011/12 Year and the 2012/13 Year, IPART will, in accordance with the timetable in Table 5, conduct a review of the Total Energy Cost Allowance for each Standard Retail Supplier for each remaining Year of the Term, subject to clause 3.1(b) of this schedule.
- (b) IPART's review of the Energy Purchase Cost Allowance and the costs of compliance with any Green Energy Scheme will be limited to the following components:
 - (1) capital costs of generation of electricity (as set out in an expert report commissioned by AEMO, or, where such a report is unavailable or

Schedule 2 Annual Pricing Proposals and annual review of the Total Energy Cost Allowance

- in IPART's view, insufficient, any other report that IPART regards as appropriate);
- (2) fuel and other operating costs of generation of electricity (taking into account the operating characteristics of generation);
 - (3) system demand (based on AEMO's Electricity Statement of Opportunities published annually);
 - (4) carbon prices;
 - (5) ownership structure in the generation market and generation availability capacity;
 - (6) the risk-free rates and debt margin in the weighted average cost of capital; and
 - (7) targets set by any Green Energy Scheme.
- (c) Notwithstanding clause 3.1(b) of this schedule, IPART may, in conducting its review under clause 3.1(a) of this schedule, take into account any publicly available electricity forward price market data which IPART regards as appropriate.

3.2 Outcome of annual review

As a result of the annual review under clause 3.1 of this schedule, IPART will:

- (a) determine the Total Energy Cost Allowance for each Standard Retail Supplier for each remaining Year of the Term; and
- (b) taking into account the determination in clause 3.2(a) of this schedule, determine the revised $FixedR'_c$ and $VariableR'_j$ to apply for that Standard Retail Supplier for each remaining Year of the Term for the purposes of clauses 2.3 and 2.4 of Schedule 1.

3.3 Consultation

- (a) Prior to making a determination under clause 3.2 of this schedule, IPART will:
 - (1) issue a draft report and determination of its findings by the date specified in item 1 of Table 5; and
 - (2) consult on such matters (if any) arising out of its review as IPART considers appropriate with the Standard Retail Suppliers and such other persons (if any) as IPART considers appropriate.
- (b) By the date specified in item 2 of Table 5 or such other date as notified by IPART, IPART will publish a final report of its review and determination under clause 3.2 of this schedule, including the reasons for such determination.

Table 5

Table 5 Dates for annual reviews of the Total Energy Cost Allowance and the submission of Annual Pricing Proposals

Action	2010/11 Year	2011/12 Year	2012/13 Year
1. IPART to issue draft report and determination on its annual review of the Total Energy Cost Allowance and invite submissions (if appropriate)	NA	17 March 2011	16 March 2012
2. IPART to publish final report and determination on its annual review of the Total Energy Cost Allowance	NA	29 April 2011	30 April 2012
3. Standard Retail Suppliers to submit Annual Pricing Proposal to IPART	14 May 2010	16 May 2011	15 May 2012
4. IPART to notify Standard Retail Suppliers whether satisfied/not satisfied with Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of Annual Pricing Proposal
5. Final date for Standard Retail Suppliers to submit an alternative Annual Pricing Proposal to IPART	As notified by IPART	As notified by IPART	As notified by IPART
6. Final date for IPART to notify Standard Retail Suppliers whether satisfied/not satisfied with alternative Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of alternative Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of alternative Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of alternative Annual Pricing Proposal

Schedule 3 Special review mechanism

1 Application

This schedule sets out:

- (a) the special review mechanism; and
- (b) the process for the submission and assessment of a revised Annual Pricing Proposal where a special review occurs and IPART determines a revised $FixedR'_c$ and $VariableR'_{ij}$.

2 Special review in 2012/2013 Year

2.1 Special review mechanism

- (a) Except as provided in clause 2.3 of this schedule, IPART will, in accordance with the timetable in Table 6:
 - (1) conduct a review of carbon prices; and
 - (2) determine a revised Market Based Allowance (if any) for each Standard Retail Supplier for the period from 1 January 2013 to 30 June 2013 as a result of the review of carbon prices under clause 2.1(a)(1) of this schedule.
- (b) If for any Standard Retail Supplier the revised Market Based Allowance referred to in clause 2.1(a)(2) of this schedule is more than 5% higher or lower than the Energy Purchase Cost Allowance for the 2012/13 Year, as determined by IPART as part of its annual review under clause 3.2 of Schedule 2, then that revised Market Based Allowance will be taken as the Market Based Allowance for that Standard Retail Supplier for the period from 1 January 2013 to 30 June 2013.
- (c) If the revised Market Based Allowance referred to in clause 2.1(b) of this schedule is higher than the LRMC for the 2012/13 Year as determined by IPART as part of its annual review under clause 3.2 of Schedule 2, then:
 - (1) that revised Market Based Allowance will be taken as the Energy Purchase Cost Allowance for the period from 1 January 2013 to 30 June 2013;
 - (2) IPART will determine a revised $FixedR'_c$ and $VariableR'_{ij}$ to apply for that Standard Retail Supplier for the period from 1 January 2013 to 30 June 2013 for the purposes of clauses 2.3 and 2.4 of Schedule 1, taking into account the revised Energy Purchase Cost Allowance under clause 2.1(c)(1) of this schedule; and
 - (3) clause 3 of this schedule will apply.

- (d) If the revised Market Based Allowance referred to in clause 2.1(b) of this schedule is lower than the LRMC for the 2012/13 Year as determined by IPART as part of its annual review under clause 3.2 of Schedule 2, then there will be no change to the existing Energy Purchase Cost Allowance, $FixedR'_c$ or $VariableR'_{ij}$ for the period 1 January 2013 to 30 June 2013.

2.2 Consultation

- (a) Prior to making a determination under clauses 2.1(a)(2) and 2.1(c)(2) of this schedule, IPART will:
- (1) issue a draft report and determination of its findings by the date specified in item 1 of Table 6; and
 - (2) consult on such matters (if any) arising out of its review as IPART considers appropriate with the Standard Retail Suppliers and such other persons (if any) as IPART considers appropriate.
- (b) By the date specified in item 2 of Table 6 or such other date as notified by IPART, IPART will publish a final report of its review and determination under clauses 2.1(a)(2) and 2.1(c)(2) of this schedule, including the reasons for such determination.

2.3 Circumstances in which the special review will not be undertaken

IPART will not undertake the special review in clause 2.1 of this schedule if:

- (a) no Carbon Pollution Reduction Scheme has come into operation on or before 1 July 2012;
- (b) a Carbon Pollution Reduction Scheme has come into operation on or before 1 July 2012 but IPART considers that it is not in the form of a Cap-and-Trade Scheme; or
- (c) a Carbon Pollution Reduction Scheme has come into operation on or before 1 July 2012 but IPART considers that there has been no significant change between any Fixed Carbon Price Cap applying in the 2011/12 Year and any Fixed Carbon Price Cap applying in the 2012/13 Year.

3 Revised Annual Pricing Proposal

3.1 Requirement to provide

- (a) If IPART determines a revised $FixedR'_c$ and $VariableR'_{ij}$ for a Standard Retail Supplier under clause 2.1(c)(2) of this schedule, that Standard Retail Supplier must, no later than the date set out in item 3 of Table 6, submit to IPART a revised version of its Annual Pricing Proposal for the 2012/13 Year in accordance with clause 3.2 of this schedule.

- (b) The revised prices the Standard Retail Supplier proposes to charge for each of the Components of its Regulated Retail Tariffs for the period from 1 January 2013 to 30 June 2013 may only differ from the prices the Standard Retail Supplier would be entitled to charge as at 31 December 2012 to the extent necessary to take into account the revised $FixedR'_c$ and revised $VariableR'_{ij}$ determined by IPART under clause 2.1(c)(2) of this schedule.

3.2 Contents

The revised Annual Pricing Proposal submitted by a Standard Retail Supplier under clause 3.1(a) of this schedule must contain the following information:

- (a) the Standard Retail Supplier's application of the weighted average price cap formula set out in clause 2.1 of Schedule 1 to all of its Regulated Retail Tariffs proposed for the period from 1 January 2013 to 30 June 2013, together with all necessary supporting calculations and information including:
- (1) the prices the Standard Retail Supplier proposes to charge for each of the Components of its Regulated Retail Tariffs for the period from 1 January 2013 to 30 June 2013;
 - (2) quantities of each of the Components for the 2011/12 Year and where those quantities are estimates, the basis for those estimates; and
 - (3) details of how the proposed prices incorporate any Annual Pass Through Amounts for the 2012/13 Year determined under Schedule 4,
- with all prices submitted under this clause to be calculated to 2 decimal places;
- (b) for Country Energy:
- (1) Country Energy's application of the maximum price increase formula set out in clause 3.1 of Schedule 1 to each of its Regulated Retail Tariffs proposed for the period from 1 January 2013 to 30 June 2013, together with all necessary supporting calculations and information;
 - (2) a list of those proposed Regulated Retail Tariffs (if any) that would exceed the price increase limit, and the amount by which they would exceed the price increase limit; and
 - (3) for those Regulated Retail Tariffs that would exceed the price increase limit, an explanation of why Country Energy considers that the price increases proposed would increase cost-reflectivity;
- (c) the amounts of the relevant average Electricity Retail Bills; and

- (d) any other information IPART requires to satisfy itself that the Standard Retail Supplier's revised Annual Pricing Proposal complies with this determination.

3.3 IPART's assessment of the revised Annual Pricing Proposal

By the date specified in item 4 of Table 6, or any other date notified by IPART, IPART will notify the relevant Standard Retail Supplier whether or not IPART is satisfied:

- (a) that the Standard Retail Supplier's revised Annual Pricing Proposal contains the information required under clause 3.2 of this schedule;
- (b) with the Standard Retail Supplier's estimates of quantities set out in its revised Annual Pricing Proposal;
- (c) that the Regulated Retail Tariffs set out in the Standard Retail Supplier's revised Annual Pricing Proposal comply with all applicable requirements of this determination, including where relevant:
 - (1) the weighted average price cap formula under clause 2.1 of Schedule 1;
 - (2) the price increase limit for Country Energy under clause 3.1 of Schedule 1; and
- (d) that the prices set out in the Standard Retail Supplier's revised Annual Pricing Proposal comply with clause 3.1(b) of this schedule.

3.4 If IPART is satisfied

- (a) If IPART notifies the Standard Retail Supplier that it is satisfied with each of the matters referred to in clause 3.3 of this schedule, then the proposed Regulated Retail Tariff prices set out in the revised Annual Pricing Proposal will be the applicable prices for those Regulated Retail Tariffs for the period from 1 January 2013 to 30 June 2013.
- (b) A Standard Retail Supplier must comply with any relevant regulatory requirements in relation to the publication of changes to its Regulated Retail Tariff prices (for example, under clause 21 of the Regulations).

3.5 If IPART is not satisfied: alternative Annual Pricing Proposal

- (a) If IPART notifies the Standard Retail Supplier that it is not satisfied with any of the matters referred to in clause 3.3 of this schedule, the Standard Retail Supplier must submit to IPART an alternative revised Annual Pricing Proposal by the date specified in item 5 of Table 6.
- (b) If the Standard Retail Supplier submits an alternative revised Annual Pricing Proposal under clause 3.5(a) of this schedule, IPART will notify the Standard Retail Supplier whether or not IPART is satisfied with each of the matters referred to in clause 3.3 of this schedule in respect of the Standard Retail Supplier's alternative revised Annual Pricing Proposal by

the date specified in item 6 of Table 6, or any other date notified by IPART.

- (c) If IPART notifies the Standard Retail Supplier that it is so satisfied, then clause 3.4 of this schedule will apply in respect of the Standard Retail Supplier's alternative revised Annual Pricing Proposal.
- (d) If IPART notifies the Standard Retail Supplier that it is not so satisfied, then the default arrangements in clause 3.6 of this schedule apply.

3.6 Default arrangements

If:

- (a) IPART has not received an alternative revised Annual Pricing Proposal from a Standard Retail Supplier in respect of the period from 1 January 2013 to 30 June 2013 by the date specified in item 5 of Table 6; or
- (b) IPART has received such an alternative revised Annual Pricing Proposal but, in accordance with clause 3.5(b) of this schedule, has notified the Standard Retail Supplier that it is not satisfied with each of the matters referred to in clause 3.3 of this schedule in respect of that alternative revised Annual Pricing Proposal,

then,

- (c) where the special review conducted by IPART under clause 2.1 of this schedule results in a decrease in the weighted average price cap set out in clause 2.1 of Schedule 1:
 - (1) IPART will apply the percentage decrease in the weighted average price cap to the Regulated Retail Tariffs and Components which that Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination under clause 2.1(c)(2) of this schedule; and
 - (2) the Standard Retail Supplier's Regulated Retail Tariff prices for the period from 1 January 2013 to 30 June 2013 will be the prices calculated by IPART under clause 3.6(c)(1) of this schedule; or
- (d) where the special review conducted by IPART under clause 2.1 of this schedule results in an increase in the weighted average price cap set out in clause 2.1 of Schedule 1, the Standard Retail Supplier's Regulated Retail Tariff prices for the period from 1 January 2013 to 30 June 2013 will remain the same as those which the Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination under clause 2.1(c)(2) of this schedule.

Table 6

Table 6 Dates for the special review and the submission of a revised Annual Pricing Proposal

Action	2012/13 Year
1. IPART to issue draft report and determination and invite submissions (if appropriate)	17 September 2012
2. IPART to publish final report and determination	30 October 2012
3. Standard Retail Suppliers to submit their revised Annual Pricing Proposals to IPART	15 November 2012
4. IPART to notify Standard Retail Suppliers whether satisfied/not satisfied with the revised Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of revised Annual Pricing Proposal
5. Final date for Standard Retail Suppliers to submit to IPART an alternative revised Annual Pricing Proposal	As notified by IPART
6. Final date for IPART to notify Standard Retail Suppliers whether satisfied/not satisfied with alternative revised Annual Pricing Proposal	10 Business Days after submission by Standard Retail Supplier of alternative revised Annual Pricing Proposal

Schedule 4 Cost pass through mechanism

1 Application

This schedule sets out:

- (a) the cost pass through mechanism; and
- (b) the process for the submission and assessment of a revised Annual Pricing Proposal (where required) following the approval of a cost pass through by IPART.

2 Definitions

For the purposes of this schedule:

- (a) **Positive Pass Through Event**, for a Standard Retail Supplier, means a Pass Through Event which results in that Standard Retail Supplier incurring Materially higher costs in providing Pass Through Services than it would have incurred but for that event;
- (b) **Negative Pass Through Event**, for a Standard Retail Supplier, means a Pass Through Event which results in that Standard Retail Supplier incurring Materially lower costs in providing Pass Through Services than it would have incurred but for that event; and
- (c) An event results in a Standard Retail Supplier incurring **Materially** higher or lower costs in providing Pass Through Services than it would have incurred but for that event if:
 - (1) in the case of a Positive Pass Through Event, that event results in the Standard Retail Supplier's efficient, incremental and justified average annual costs incurred (or likely to be incurred) during the Term exceeding 0.25% of its total revenue arising out of Regulated Retail Tariffs (including Network Use Of System Charge components of Regulated Retail Tariffs) for the Year in which the event occurs, consistent with the Annual Pricing Proposal for the relevant Year; and
 - (2) in the case of a Negative Pass Through Event, that event results in the Standard Retail Supplier's average annual costs saved (or likely to be saved) during the Term (after taking all reasonable steps to maximise those cost savings) exceeding 0.25% of its total revenue arising out of Regulated Retail Tariffs (including Network Use Of System Charge components of Regulated Retail Tariffs) for the Year in which the event occurs, consistent with the Annual Pricing Proposal for the relevant Year.

3 Positive Pass Through Event

3.1 Notification

- (a) If a Standard Retail Supplier reasonably considers that a Positive Pass Through Event has occurred, the Standard Retail Supplier may, by giving notice to IPART within 90 Business Days of that Positive Pass Through Event occurring or by any other date notified by IPART, seek IPART's approval to pass through to Customers an amount in respect of that Positive Pass Through Event.
- (b) The Standard Retail Supplier's notice under clause 3.1(a) of this schedule must be in writing and must specify:
 - (1) the details of the Positive Pass Through Event;
 - (2) the date the Positive Pass Through Event occurred;
 - (3) the increase in costs in the provision of Pass Through Services that the Standard Retail Supplier has incurred since 1 July 2010 and is likely to incur during the Term as a result of the Positive Pass Through Event, including supporting documentation demonstrating that the cost increase is efficient, incremental and justified;
 - (4) the total amount that the Standard Retail Supplier proposes to pass through to Customers as a result of the Positive Pass Through Event;
 - (5) the amount that the Standard Retail Supplier proposes to pass through to Customers in each Year as a result of the Positive Pass Through Event; and
 - (6) where the Standard Retail Supplier proposes to commence passing through an amount on a date other than 1 July of the following Year, the proposed date of commencement of the pass through.
- (c) If IPART notifies a Standard Retail Supplier that it requires further information by a certain time for the purpose of making a determination under clause 3.2 of this schedule, the Standard Retail Supplier must provide that information by that time.

3.2 IPART's determination

- (a) If IPART receives a notice under clause 3.1(a) of this schedule, IPART will determine whether the Positive Pass Through Event referred to in that notice occurred.
- (b) If IPART determines that the Positive Pass Through Event occurred, IPART will then determine:
 - (1) the total amount to be passed through to Customers in respect of that Positive Pass Through Event (the **Positive Pass Through Amount**);

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- (2) the amount of that Positive Pass Through Amount to be passed through to Customers in each Year (each an **Annual Positive Pass Through Amount**); and
- (3) the date from which the Standard Retail Supplier must commence passing through to Customers the first Annual Positive Pass Through Amount.

3.3 Factors for consideration by IPART

In making its determination under clause 3.2 of this schedule, IPART will take into account:

- (a) the matters set out in the notice given to IPART under clause 3.1(a) of this schedule;
- (b) the implications for efficient costs of the Standard Retail Supplier's decisions and actions, including whether the Standard Retail Supplier has taken or omitted to take any action where such action or omission has increased the magnitude of the costs incurred in respect of that Positive Pass Through Event;
- (c) the time cost of money based on the rate of return on capital of the Standard Retail Supplier (such rate of return for the 2011/12 Year and the 2012/13 Year being the real pre-tax weighted average cost of capital used by IPART in its most recent annual review conducted under clause 3.1 of Schedule 2);
- (d) the need to ensure that the Standard Retail Supplier does not recover costs under this clause 3 to the extent provision for such costs has already been made or otherwise taken into account for the purposes of this determination;
- (e) the need to ensure that the Standard Retail Supplier only recovers any actual or likely increment in efficient costs under this clause 3 to the extent that such increment is solely as a consequence of a Pass Through Event;
- (f) in the case of a Regulatory Change Event, any costs that the Standard Retail Supplier has incurred prior to, but in preparation for, the occurrence of that Regulatory Change Event;
- (g) in the case of a Tax Change Event, any change in the way another tax is calculated, or the removal or imposition of another tax, which, in IPART's opinion, is complementary to the Tax Change Event concerned;
- (h) any delay on the part of the Standard Retail Supplier in seeking IPART's approval to pass through to Customers an amount in respect of any Positive Pass Through Event; and
- (i) any other factors IPART considers relevant.

3.4 Consultation

- (a) Prior to making a determination under clause 3.2 of this schedule, IPART will:
 - (1) use its best endeavours to issue a draft report and determination of its findings within 30 Business Days after it receives a notice under clause 3.1(a) of this schedule (or, where IPART requires further information under 3.1(c) of this schedule, within 30 Business Days of receiving that information); and
 - (2) consult on such matters arising out of the Positive Pass Through Event as IPART considers appropriate with the relevant Standard Retail Suppliers and such other persons (if any) as IPART considers appropriate.
- (b) IPART will use its best endeavours to publish a final report and determination, including the reasons for such determination, no later than 60 Business Days after it receives a notice under clause 3.1(a) of this schedule (or, where IPART requires further information under clause 3.1(c) of this schedule, within 60 Business Days of receiving that information).

4 Negative Pass Through Event

4.1 Notification

- (a) If a Negative Pass Through Event has occurred, IPART may require the Standard Retail Supplier to pass through to Customers an amount in respect of that Negative Pass Through Event.
- (b) A Standard Retail Supplier must give notice to IPART of a Negative Pass Through Event within 90 Business Days of that Negative Pass Through Event occurring, or by any other date notified by IPART. Where IPART considers that a Negative Pass Through Event may have occurred, IPART may require a Standard Retail Supplier to give notice to IPART of the Negative Pass Through Event.
- (c) The Standard Retail Supplier's notice under clause 4.1(b) of this schedule must be in writing and must specify:
 - (1) the details of the Negative Pass Through Event;
 - (2) the date the Negative Pass Through Event occurred;
 - (3) the costs in the provision of Pass Through Services that the Standard Retail Supplier has saved since 1 July 2010 and is likely to save during the Term as a result of the Negative Pass Through Event, including supporting documentation demonstrating that all reasonable steps have been taken to maximise the cost savings;

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- (4) the total amount that the Standard Retail Supplier proposes to pass through to Customers as a result of the Negative Pass Through Event;
 - (5) the amount that the Standard Retail Supplier proposes to pass through to Customers in each Year as a result of the Negative Pass Through Event; and
 - (6) where the Standard Retail Supplier proposes to commence passing through an amount on a date other than 1 July of the following Year, the proposed date of commencement of the pass through.
- (d) If IPART notifies a Standard Retail Supplier that it requires further information by a certain time for the purpose of making a determination under clause 4.2 of this schedule, the Standard Retail Supplier must provide that information by that time.

4.2 IPART's determination

- (a) If IPART receives a notice under clause 4.1(b) of this schedule, IPART will determine whether the Negative Pass Through Event referred to in that notice occurred.
- (b) If IPART determines that the Negative Pass Through Event occurred, IPART will then determine:
 - (1) the total amount to be passed through to Customers in respect of that Negative Pass Through Event (the **Negative Pass Through Amount**);
 - (2) the amount of that Negative Pass Through Amount to be passed through to Customers in each Year (each an **Annual Negative Pass Through Amount**); and
 - (3) the date from which the Standard Retail Supplier must commence passing through to Customers the first Annual Negative Pass Through Amount.

4.3 Factors for consideration by IPART

In making its determination under clause 4.2 of this schedule, IPART will take into account:

- (a) the matters set out in the notice given to IPART under clause 4.1(b) of this schedule;
- (b) the implications for efficient costs of the Standard Retail Supplier's decisions and actions, including whether the Standard Retail Supplier has taken all reasonable steps to maximise the cost savings in respect of that Negative Pass Through Event;
- (c) the time cost of money based on the rate of return on capital of the Standard Retail Supplier (such rate of return for the 2011/12 Year and the 2012/13 Year being the real pre-tax weighted average cost of capital

determined by IPART in its most recent annual review conducted under clause 3.1 of Schedule 2);

- (d) the need to ensure that the Standard Retail Supplier does not recover costs under this clause 4 to the extent provision for such costs has already been made or otherwise taken into account for the purposes of this determination;
- (e) in the case of a Regulatory Change Event, any costs that the Standard Retail Supplier has incurred prior to, but in preparation for, the occurrence of that Regulatory Change Event;
- (f) in the case of a Tax Change Event, any change in the way another tax is calculated, or the removal or imposition of another tax, which, in IPART's opinion, is complementary to the Tax Change Event concerned;
- (g) any delay on the part of the Standard Retail Supplier in seeking IPART's approval to pass through to Customers an amount in respect of any Negative Pass Through Event; and
- (h) any other factors IPART considers relevant.

4.4 Consultation

- (a) Prior to making a determination under clause 4.2 of this schedule, IPART will:
 - (1) use its best endeavours to issue a draft report and determination of its findings within 30 Business Days after it receives a notice under clause 4.1(b) of this schedule (or, where IPART requires further information under clause 4.1(d) of this schedule, within 30 Business Days of receiving that information); and
 - (2) consult on such matters arising out of the Negative Pass Through Event as IPART considers appropriate with the relevant Standard Retail Suppliers and such other persons (if any) as IPART considers appropriate.
- (b) IPART will use its best endeavours to publish a final report and determination, including the reasons for such determination, within 60 Business Days after it receives a notice under clause 4.1(b) of this schedule (or, where IPART requires further information under 4.1(d), within 60 Business Days of receiving that information).

4.5 Annual Pass Through Amount

The Annual Pass Through Amount for a Standard Retail Supplier, for any Year, equals:

- (a) the sum of that Standard Retail Supplier's Annual Positive Pass Through Amounts for that Year, if any, less

- (b) the sum of that Standard Retail Supplier's Annual Negative Pass Through Amounts for that Year, if any.

5 Revised Annual Pricing Proposal

5.1 Requirement to provide

If, in any given Year (**Year t**) IPART determines:

- (a) that a Positive Pass Through Event or a Negative Pass Through Event has occurred; and
- (b) the date from which the Standard Retail Supplier must commence passing through to Customers the first Annual Positive Pass Through Amount or the first Annual Negative Pass Through Amount in relation to that Pass Through Event is a date prior to 1 July of Year t+1,

then the Standard Retail Supplier must, within 10 Business Days, submit to IPART a revised Annual Pricing Proposal in accordance with clause 5.2 of this schedule.

5.2 Contents

The revised Annual Pricing Proposal submitted by a Standard Retail Supplier under clause 5.1 of this schedule must contain the following information:

- (a) the Standard Retail Supplier's application of the weighted average price cap formula set out in clause 2.1 of Schedule 1 to all of its Regulated Retail Tariffs proposed for the remainder of the Year (**Remainder Year t**) in which the first Annual Positive Pass Through Amount or the first Annual Negative Pass Through Amount referred to in clause 5.1 of this schedule is to be passed through, together with all necessary supporting calculations and information including:
 - (1) the prices the Standard Retail Supplier proposes to charge for each of the Components of its Regulated Retail Tariffs for Remainder Year t;
 - (2) quantities of each of the Components for Year t-1 and, where those quantities are estimates, the basis for those estimates;
 - (3) details of how the proposed prices incorporate the Annual Positive Pass Through Amount or the Annual Negative Pass Through Amount (as the case may be) for Remainder Year t; and
 - (4) for any proposed new Component of an existing Regulated Retail Tariff for Remainder Year t, reasonable estimates of the quantity of electricity consumption or demand (in MWh or other relevant units) or of the numbers of Customers (as the case may be) assuming, for that Regulated Retail Tariff, the same consumption and load profile as in Year t-1,

- with all prices submitted under this clause to be calculated to 2 decimal places;
- (b) if the Standard Retail Supplier proposes to introduce a New Regulated Retail Tariff in Remainder Year t:
 - (1) details of the proposed New Regulated Retail Tariff; and
 - (2) details of why the Standard Retail Supplier considers that:
 - (A) exceptional circumstances exist; and
 - (B) those circumstances warrant the introduction of the proposed New Regulated Retail Tariff;
 - (c) details of any Regulated Retail Tariffs that the Standard Retail Supplier proposes to abolish in Remainder Year t;
 - (d) for Country Energy:
 - (1) Country Energy's application of the maximum price increase formula set out in clause 3.1 of Schedule 1 to each of its Regulated Retail Tariffs proposed for Remainder Year t, together with all necessary supporting calculations and information;
 - (2) a list of those proposed Regulated Retail Tariffs (if any) that would exceed the price increase limit, and the amount by which they would exceed the price increase limit;
 - (3) for those Regulated Retail Tariffs that would exceed the price increase limit, an explanation of why Country Energy considers that the price increases proposed would increase cost-reflectivity; and
 - (4) for those Regulated Retail Tariffs that Country Energy proposes to abolish, and which would result in a Customer being transferred from that Regulated Retail Tariff to another Regulated Retail Tariff, an explanation of whether the price applying to the two Regulated Retail Tariffs (including level and structure) is the same and, if not, why Country Energy considers that the abolition and transfer is nonetheless appropriate;
 - (e) the amounts of the relevant average Electricity Retail Bills; and
 - (f) any other information IPART requires to satisfy itself that the Standard Retail Supplier's revised Annual Pricing Proposal complies with this determination.

5.3 IPART's assessment of the revised Annual Pricing Proposal

Within 10 Business Days after IPART receives the revised Annual Pricing Proposal under clause 5.1 of this schedule and any information required under clause 5.2(f) of this schedule, IPART will notify the relevant Standard Retail Supplier whether or not it is satisfied:

- (a) that the Standard Retail Supplier's revised Annual Pricing Proposal contains the information required under clause 5.2 of this schedule;

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- (b) with the Standard Retail Supplier's estimates of quantities set out in its revised Annual Pricing Proposal;
- (c) that the Regulated Retail Tariffs set out in the Standard Retail Supplier's revised Annual Pricing Proposal comply with all applicable requirements of this determination, including where relevant:
 - (1) the weighted average price cap formula under clause 2.1 of Schedule 1;
 - (2) the restriction on introducing New Regulated Retail Tariffs under clause 5 of Schedule 1;
 - (3) the price increase limit for Country Energy under clause 3.1 of Schedule 1; and
 - (4) the additional conditions for Country Energy under clause 6.2 of Schedule 1.

5.4 If IPART is satisfied

- (a) If IPART notifies the Standard Retail Supplier that it is satisfied with each of the matters referred to in clause 5.3 of this schedule, then the proposed Regulated Retail Tariff prices set out in the revised Annual Pricing Proposal will be the applicable prices for those Regulated Retail Tariffs for Remainder Year t.
- (b) A Standard Retail Supplier must comply with any relevant regulatory requirements in relation to the publication of changes to its Regulated Retail Tariff prices (for example, under clause 21 of the Regulations).

5.5 If IPART is not satisfied: alternative revised Annual Pricing Proposal

- (a) If IPART notifies the Standard Retail Supplier that it is not satisfied with any of the matters referred to in clause 5.3 of this schedule, the Standard Retail Supplier must submit to IPART an alternative revised Annual Pricing Proposal by the date specified by IPART.
- (b) If the Standard Retail Supplier submits an alternative revised Annual Pricing Proposal under clause 5.5(a) of this schedule, IPART will notify the Standard Retail Supplier whether or not IPART is satisfied with each of the matters referred to in clause 5.3 of this schedule in respect of the Standard Retail Supplier's alternative revised Annual Pricing Proposal by a date specified by IPART.
- (c) If IPART notifies the Standard Retail Supplier that it is so satisfied, then clause 5.4 of this schedule will apply in respect of the Standard Retail Supplier's alternative revised Annual Pricing Proposal.
- (d) If IPART notifies the Standard Retail Supplier that it is not so satisfied, then the default arrangements in clause 5.6 of this schedule apply.

5.6 Default arrangements

If:

- (a) IPART has not received an alternative revised Annual Pricing Proposal from a Standard Retail Supplier in respect of Remainder Year t by the date specified by IPART; or
- (b) IPART has received such an alternative revised Annual Pricing Proposal but, in accordance with clause 5.5(b) of this schedule, has notified the Standard Retail Supplier that it is not satisfied with each of the matters referred to in clause 5.3 of this schedule in respect of that alternative revised Annual Pricing Proposal,

then:

- (c) in the case of a Negative Pass Through Event:
 - (1) IPART will apply the percentage decrease in the weighted average price cap set out in clause 2.1 of Schedule 1 to the Regulated Retail Tariffs and Components which that Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination in relation to the Negative Pass Through Event under clause 4.2 of this schedule; and,
 - (2) the Standard Retail Supplier's Regulated Retail Tariff prices for Remainder Year t will be the prices calculated by IPART under clause 5.6(c)(1) of this schedule; or
- (d) in the case of a Positive Pass Through Event, the Standard Retail Supplier's Regulated Retail Tariff prices for Remainder Year t will remain the same as those which the Standard Retail Supplier was permitted to charge in accordance with this determination immediately prior to IPART's determination of the Positive Pass Through Event under clause 3.2 of this schedule.

Schedule 5 Regulated Retail Charges

1 Application

- (a) This schedule sets out:
 - (1) the maximum Regulated Retail Charges to apply during the Term; and
 - (2) the manner in which such charges may be imposed.
- (b) A Standard Retail Supplier may not impose on or require from a Customer a security deposit, late payment fee or fee for a dishonoured cheque (whether or not described in those terms) except as permitted by this schedule.

2 Fee for a dishonoured cheque

- (a) The maximum fee that a Standard Retail Supplier may charge a Customer for a dishonoured cheque is the amount described in item 1 of Table 7.
- (b) A Standard Retail Supplier may only impose a charge for a dishonoured cheque if the Standard Retail Supplier actually incurs a bank or other financial institution fee for that dishonoured cheque.

3 Late payment fee

3.1 Maximum amount of a late payment fee

Subject to clause 3.3 of this schedule, the maximum fee that a Standard Retail Supplier may charge a Customer for late payment of an Electricity Retail Bill is the amount set out in item 2 of Table 7.

3.2 Imposing a late payment fee

- (a) A Standard Retail Supplier may levy a maximum of one late payment fee on each Electricity Retail Bill.
- (b) A Standard Retail Supplier may only levy a late payment fee:
 - (1) following the expiry of a period of at least 5 Business Days after the due date shown on the Electricity Retail Bill that is the subject of the late payment; and
 - (2) after the Customer has been notified in advance that the late payment fee will be charged unless the Electricity Retail Bill is paid, or alternative payment arrangements entered into, within the period

of 5 Business Days after the due date shown on the Electricity Retail Bill.

- (c) A Standard Retail Supplier must not levy a late payment fee on an Electricity Retail Bill:
- (1) during the period of an extension of time for payment of the Electricity Retail Bill agreed between the Standard Retail Supplier and the Customer;
 - (2) where the Customer has made an unresolved billing related complaint in relation to the Electricity Retail Bill to the Ombudsman or another external dispute resolution body; or
 - (3) during the period of an instalment arrangement entered into between the Customer and the Standard Retail Supplier to pay the Electricity Retail Bill.

3.3 Waiver of late payment fee

A Standard Retail Supplier must waive a late payment fee:

- (a) where the Standard Retail Supplier is aware that the Customer has contacted a welfare agency or support service for assistance in paying the Electricity Retail Bill;
- (b) where payment or part payment of the Electricity Retail Bill is made by EAPA Voucher;
- (c) where the Customer is receiving an Energy Rebate; or
- (d) on a case by case basis as the Ombudsman considers appropriate.

4 Security deposit

4.1 Types of security deposit

- (a) A Standard Retail Supplier must accept the following types of security deposits:
- (1) funds provided using a method of payment referred to in clause 30 of the Regulations;
 - (2) (from business Customers only) Annual Security Levies;
 - (3) (from business Customers only) bank guarantees; and
 - (4) (from residential Customers only) Department of Housing guarantees.
- (b) A Standard Retail Supplier must not require a residential Customer to provide an Annual Security Levy or a bank guarantee.

4.2 Maximum amount of a security deposit

- (a) The maximum security deposit that a Standard Retail Supplier may require from a Customer is the amount calculated in accordance with the applicable method shown in item 3 of Table 7.
- (b) The amounts of the relevant average Electricity Retail Bills will vary between Standard Retail Suppliers, depending on average Regulated Retail Tariff levels and average consumption. For the purpose of calculating the maximum amount of a security deposit in item 3 of Table 7, the Standard Retail Supplier must calculate the amounts of the relevant average Electricity Retail Bills as part of the process of setting Regulated Retail Tariffs, and include the amount of its required security deposits (up to the permitted maximum amount) in its tariff schedule.

4.3 Requiring a security deposit

A Standard Retail Supplier may only require a Customer to provide a security deposit:

- (a) in the case of a residential Customer, in the circumstances set out in clause 4.4 of this schedule; and
- (b) in the case of a business Customer, in the circumstances set out in clause 4.5 of this schedule.

4.4 Security deposits from residential Customers

- (a) Prior to the commencement of Supply to a residential Customer, a Standard Retail Supplier may require a security deposit from that Customer only if the Customer:
 - (1) has an outstanding debt owed to the Standard Retail Supplier in relation to an Electricity Retail Bill and the Customer refuses to make an arrangement to pay that debt;
 - (2) has been responsible for the illegal use of electricity within the previous two years; or
 - (3) does not have a satisfactory credit history in the reasonable opinion of the Standard Retail Supplier, and the Standard Retail Supplier has offered the Customer a Payment Plan and the Customer has refused or failed to agree to the offer.
- (b) After the commencement of Supply to a residential Customer, a Standard Retail Supplier may require a security deposit from that Customer only if:
 - (1) the security deposit is sought within 12 months after the commencement of the Standard Form Customer Supply Contract;
 - (2) the Customer entered into a Payment Plan with the Standard Retail Supplier at the commencement of the Standard Form Customer Supply Contract;

- (3) the Customer has cancelled that Payment Plan but has not requested that the Standard Retail Supplier cease Supplying electricity to the Customer's Supply Address; and
- (4) one or more of the circumstances in clause 4.4(a)(1) to 4.4(a)(3) of this schedule exists.

4.5 Security deposits from business Customers

- (a) Prior to the commencement of Supply to a business Customer, a Standard Retail Supplier may require a security deposit from that Customer only if the Customer:
 - (1) does not have a satisfactory credit history in the reasonable opinion of the Standard Retail Supplier;
 - (2) is carrying on a new business; or
 - (3) has been responsible for the illegal use of electricity within the previous two years.
- (b) After the commencement of Supply to a business Customer, a Standard Retail Supplier must not require a security deposit from that Customer.

4.6 Recourse to a security deposit

A Standard Retail Supplier may have recourse to a security deposit to recover amounts due to that Standard Retail Supplier in respect of charges related to the Supply of electricity or connection services arranged by that Standard Retail Supplier where:

- (a) the Customer has failed to pay an Electricity Retail Bill, resulting in disconnection; or
- (b) the Customer has failed to pay an Electricity Retail Bill and has requested that the Standard Retail Supplier ceases Supplying electricity to that Customer's Supply Address under a Standard Form Customer Supply Contract.

4.7 Return of security deposits

- (a) Subject to clause 4.9 of this schedule, a Customer who pays a security deposit with funds provided using a method of payment referred to in clause 30 of the Regulations (other than an Annual Security Levy) is eligible for a refund of that deposit when the Customer has completed:
 - (1) for residential Customers - on time payment of all Electricity Retail Bills for one year from the date of the first Electricity Retail Bill; or
 - (2) for business Customers - on time payment of all Electricity Retail Bills for two years from the date of the first Electricity Retail Bill where the Customer has, in the reasonable opinion of the Standard Retail Supplier, maintained a satisfactory credit rating over that period.

- (b) A Standard Retail Supplier must, within 10 Business Days of the relevant events in clause 4.7(a) of this schedule occurring:
 - (1) inform the Customer in writing of the amount of the security deposit that is refundable; and
 - (2) repay the security deposit as the Customer directs.

4.8 Maximum duration of requirement for Annual Security Levy or guarantee

- (a) Subject to clause 4.9 of this schedule, a Customer who pays a security deposit in the form of an Annual Security Levy or guarantee is eligible for the Annual Security Levy to cease or the guarantee to be discharged when the Customer has completed:
 - (1) for residential Customers – on time payment of all Electricity Retail Bills for one year from the date of the first Electricity Retail Bill; or
 - (2) for business Customers – on time payment of all Electricity Retail Bills for two years from the date of the first Electricity Retail Bill where the Customer has, in the reasonable opinion of the Standard Retail Supplier, maintained a satisfactory credit rating over that period.
- (b) A Standard Retail Supplier must, within 10 Business Days of the relevant events in clause 4.8(a) of this schedule occurring, inform the Customer in writing that the Annual Security Levy or guarantee is no longer required and (in the case of a guarantee) discharge the guarantee.

4.9 Cessation of Supply

- (a) Subject to clauses 4.6 and 4.7 of this schedule, if a Customer has provided a security deposit other than in the form of an Annual Security Levy or guarantee, and:
 - (1) the Customer requests that the Standard Retail Supplier ceases Supplying electricity to the Customer's Supply Address under a Standard Form Customer Supply Contract; or
 - (2) the Customer has been disconnected,the Standard Retail Supplier must, within 10 Business Days of the Customer ceasing to take Supply or disconnection (whichever is the case):
 - (3) inform the Customer in writing of the amount of the security deposit that is refundable; and
 - (4) repay the amount of the security deposit that is refundable as the Customer directs.
- (b) Subject to clauses 4.6 and 4.8 of this schedule, if a Customer has provided a security deposit in the form of a guarantee, and:

- (1) the Customer requests that the Standard Retail Supplier ceases Supplying electricity to the Customer's Supply Address under a Standard Form Customer Supply Contract; or
- (2) the Customer has been disconnected,

the Standard Retail Supplier must, within 10 Business Days of the Customer ceasing to take Supply or disconnection (whichever is the case), inform the Customer in writing that the guarantee is no longer required and discharge the guarantee.

- (c) Clauses 4.9(a) and 4.9(b) of this schedule do not apply if the Customer, upon the cessation of Supply at a Supply Address, commences taking Supply from the Standard Retail Supplier at another Supply Address under a Standard Form Customer Supply Contract.

Table 7

Table 7 Maximum Regulated Retail Charges

Item	Regulated Retail Charge	Maximum amount
1	Fee for a dishonoured cheque	2 times the regular GST-exclusive fee charged by the bank or other financial institution to which the cheque is presented
2	Late payment fee	\$7.50
3	Security deposit	<ul style="list-style-type: none"> ▼ For Customers whose Electricity Retail Bills are issued quarterly, 1.5 times the Standard Retail Supplier's average quarterly Electricity Retail Bill; or ▼ For Customers whose Electricity Retail Bills are issued every 2 months, 1.75 times the Standard Retail Supplier's average 2-monthly Electricity Retail Bill; or ▼ For Customers whose Electricity Retail Bills are issued monthly, 2.5 times the Standard Retail Supplier's average monthly Electricity Retail Bill, where the relevant amounts are the GST-exclusive amounts of those bills.

Schedule 6 Definitions and interpretation

1 Definitions

1.1 General provisions

In this determination:

2010/11 Year means the period from 1 July 2010 to 30 June 2011.

2011/12 Year means the period from 1 July 2011 to 30 June 2012.

2012/13 Year means the period from 1 July 2012 to 30 June 2013.

AEMO means Australian Energy Market Operator Limited ACN 072 010 327.

AEMO Direction Fees means amounts payable or paid to AEMO under clause 3.15.8 of the National Electricity Rules.

AEMO Fees means AEMO Participant Fees, AEMO Direction Fees and AEMO Reserve Trader Fees.

AEMO Participant Fees means "Participant fees" as defined under the National Electricity Rules.

AEMO Reserve Trader Fees means amounts payable or paid to AEMO under clause 3.15.9 of the National Electricity Rules.

AER means the Australian Energy Regulator, established under Part IIIAA of the *Trade Practices Act 1974* (Cth).

Annual Negative Pass Through Amount has the meaning given to that term in clause 4.2(b)(2) of Schedule 4.

Annual Pass Through Amount has the meaning given to that term in clause 4.5 of Schedule 4.

Annual Positive Pass Through Amount has the meaning given to that term in clause 3.2(b)(2) of Schedule 4.

Annual Pricing Proposal means the document described in clause 2 of Schedule 2, as revised in accordance with clause 3 of Schedule 3 or clause 5 of Schedule 4.

Annual Security Levy means a form of security deposit payable annually by the Customer which is not refundable to the Customer.

Applicable Law means:

- (a) any legislation of the Commonwealth Parliament or the Parliament of New South Wales, and any regulation, order, rule or other instrument made under such legislation (including the National Electricity Law, National Electricity Rules and rules made under section 63C of the ESA);
- (b) any Retail Supplier's Licence; and
- (c) any code, rules and guidelines which is or are binding on a Standard Retail Supplier.

Authority means:

- (a) any government or any minister, agency, department, instrumentality or other authority of government; and
- (b) IPART, the Australian Energy Market Commission, the AER or AEMO,

but does not include a state owned corporation as that expression is defined in the *State Owned Corporations Act 1989* (NSW).

Business Day means a day other than a Saturday, a Sunday or a public holiday or bank holiday in all of New South Wales.

Cap-and-Trade Scheme means an emissions trading scheme that requires permits for all emission of greenhouse gases by certain covered sectors.

Carbon Pollution Reduction Scheme means the carbon pollution reduction scheme currently embodied in the *Carbon Pollution Reduction Scheme Bill 2010* (Cth) in whatever form that scheme ultimately takes once the legislation that establishes it comes into operation.

Commencement Date has the meaning given to that term in clause 2(b) of the Preliminary section of this determination.

Compliant Annual Pricing Proposal means a Standard Retail Supplier's Annual Pricing Proposal for which IPART has notified the Standard Retail Supplier that IPART is satisfied of each of the matters referred to in clause 2.3 of Schedule 2.

Component means a component of a Regulated Retail Tariff.

Note: For example, a time of use tariff might have 4 components, being peak, shoulder and off-peak components (each expressed in cents/kWh) and a service availability charge (expressed in cents/day). Similarly, an inclining block tariff might have 3 components, being a price (expressed in cents/kWh) for that part of the consumption which is between 0 and X kWh, another (higher) price (also expressed in cents/kWh) for that part of the

consumption that exceeds X kWh, and a service availability charge (expressed in cents/day).

Country Energy means the New South Wales state owned corporation under the *State Owned Corporations Act 1989* (NSW), constituted by the *Energy Services Corporations Act 1995* (NSW) under the corporate name "Country Energy". A reference to Country Energy includes a reference to any person or body that acquires Country Energy or acquires all or part of the business operated by Country Energy and Supplies electricity to Small Retail Customers under a Standard Form Customer Supply Contract in all or part of Country Energy's Supply District.

Customer means a Small Retail Customer under a Standard Form Customer Supply Contract. For any purpose under this determination that involves counting or determining the number of such customers, each relevant NMI is to be regarded as one Customer.

Customer Hardship Program means any program which imposes obligations on a Standard Retail Supplier to assist Customers in financial or other difficulty.

Demand Management Levy means any levy, tariff, fee, charge, duty, tax or impost of any kind imposed on a DNSP by under a law of New South Wales or the Commonwealth in connection with or relating to the Supply of electricity to, or the consumption of electricity by, any Distribution Customer.

Distribution Customer has the meaning given to that term under the National Electricity Rules.

Distribution System has the meaning given to that term in the ESA.

DNSP means a distribution network service provider (as that term is defined in the ESA).

EAPA Voucher means a voucher issued under the Energy Accounts Payments Assistance scheme administered by the NSW Department of Industry and Investment.

Electricity Retail Bill means a bill issued by a Standard Retail Supplier to a Customer for the Supply of electricity, or connection services arranged, by the Standard Retail Supplier.

EnergyAustralia means the New South Wales state owned corporation under the *State Owned Corporations Act 1989* (NSW), constituted by the *Energy Services Corporations Act 1995* (NSW) under the corporate name "EnergyAustralia". A reference to EnergyAustralia includes a reference to any person or body that acquires EnergyAustralia or acquires all or part of the business operated by EnergyAustralia and Supplies electricity to Small

Retail Customers under a Standard Form Customer Supply Contract in all or part of EnergyAustralia's Supply District.

Energy Loss Factor means a factor that is applied to adjust cost or quantities in relation to the wholesale purchase of electricity to reflect the physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems.

Energy Purchase Cost Allowance for a Standard Retail Supplier for a Year or other period, means the higher of the Market Based Allowance and LRMC.

Energy Rebate means an energy rebate issued under the Energy Rebate scheme administered by the NSW Department of Industry and Investment.

ESA means the *Electricity Supply Act 1995* (NSW).

Fixed Carbon Price Cap means:

- (a) a fixed carbon price; or
- (b) a fixed carbon price cap,

at or subject to which permits or credits are issued under the Carbon Pollution Reduction Scheme.

Green Energy Outcome means any of the following:

- (a) an increase in the amount of electricity generated from renewable energy sources or other sources of energy that provide improved environmental outcomes;
- (b) additional investment in technologies that reduce or offset greenhouse gas emissions attributable to electricity generation; or
- (c) reduced consumption of electricity.

Green Energy Scheme means any mandatory scheme that imposes financial obligations on a Standard Retail Supplier in order to produce a Green Energy Outcome, excluding the Carbon Pollution Reduction Scheme, but including the Commonwealth mandatory renewable energy target scheme under the *Renewable Energy (Electricity) Act 2000* (Cth) and the New South Wales Government's energy savings scheme under the ESA.

Green Premium means an amount a Customer pays voluntarily to contribute towards a Green Energy Outcome. Where a Tariff for the Supply of electricity does not separately identify that amount, the Green Premium is that part of the Tariff that exceeds the Tariff that would apply to a Customer in the same circumstances who chose not to pay such an amount.

GST means the GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Integral Energy means the New South Wales state owned corporation under the *State Owned Corporations Act 1989* (NSW), constituted by the *Energy Services Corporations Act 1995* (NSW) under the corporate name "Integral Energy Australia". A reference to Integral Energy includes a reference to any person or body that acquires Integral Energy or acquires all or part of the business operated by Integral Energy and Supplies electricity to Small Retail Customers under a Standard Form Customer Supply Contract in all or part of Integral Energy's Supply District.

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales established under the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

kWh means kilowatt hours.

Last Resort Supply Event has the meaning given to that term under clause 59 of the Regulations.

Long Run Marginal Cost or **LRMC** means, for a Standard Retail Supplier for a Year or other period, the least cost mix of generating plant (based on those plants earning an economic return on their market value) including any plant that would be required to meet any regulatory obligation, including the costs incurred in relation to the Carbon Pollution Reduction Scheme (using generation technology that is available in the National Electricity Market to efficiently meet the Standard Retail Supplier's forecast Regulated Load for that Year or other period), excluding:

- (a) costs of compliance with any Green Energy Scheme;
- (b) costs of compliance with any obligations imposed under an Applicable Law relating to the reporting of greenhouse gas emissions, energy production or energy consumption;
- (c) costs related to physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems, as published by the AEMO;
- (d) AEMO Fees; and
- (e) any other costs (not referred to above) relating to the Standard Retail Supplier's retail supply business or the recovery of any retail margin relating to that business.

Market Based Allowance means, for a Standard Retail Supplier for a Year or other period, an allowance for that Standard Retail Supplier's costs of purchasing electricity, and managing the risks associated with purchasing electricity, from the National Electricity Market (including costs incurred in relation to the Carbon Pollution Reduction Scheme) in order to Supply electricity for its Regulated Load, excluding:

- (a) costs of compliance with any Green Energy Scheme;

Schedule 6 Definitions and interpretation

- (b) costs of compliance with any obligations imposed under an Applicable Law relating to the reporting of greenhouse gas emissions, energy production or energy consumption;
- (c) costs related to physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems, as published by AEMO;
- (d) AEMO Fees; and
- (e) any other costs (not referred to above) relating to the Standard Retail Supplier's retail supply business or the recovery of any retail margin relating to that business.

Materially has the meaning given to that term in clause 2(c) of Schedule 4.

MWh means megawatt hours.

National Electricity Law means the National Electricity Law set out in the Schedule to the *National Electricity (South Australia) Act 1996* (SA).

National Electricity Market means the wholesale market for electricity supply which operates in Queensland, New South Wales, Victoria, South Australia, the Australian Capital Territory and Tasmania.

Negative Pass Through Event has the meaning given to that term in clause 2(b) of Schedule 4.

Negative Pass Through Amount has the meaning given to that term in clause 4.2(b) of Schedule 4.

National Electricity Rules means the National Electricity Rules made under the National Electricity Law.

Network Use Of System Charge means a charge levied by a DNSP on a Standard Retail Supplier for Use Of System Services provided by a network service provider (being a "Network Tariff" as defined in the AER determination entitled "New South Wales Distribution Determination 2009-10 to 2013-14", dated 28 April 2009).

New Regulated Retail Tariff means:

- (a) in relation to the 2010/11 Year, a Regulated Retail Tariff that did not exist as at 30 June 2010; and
- (b) in relation to any other Year, a Regulated Retail Tariff that did not exist in the previous Year.

NMI means a National Metering Identifier as defined in the National Electricity Rules.

NSW Department of Industry and Investment means the New South Wales government department formed in July 2009 which has responsibility for energy policy and which trades as Industry & Investment NSW.

Ombudsman means the Energy and Water Ombudsman NSW or any other electricity industry ombudsman under an approved electricity industry ombudsman scheme under the ESA.

Pass Through Event means a Regulatory Change Event or a Tax Change Event.

Pass Through Services means services of or in relation to Supplying electricity to Small Retail Customers under a Standard Form Customer Supply Contract.

Payment Plan means an arrangement entered into between a Standard Retail Supplier and a Customer, for the payment of charges incurred after the commencement of the plan, that involves either or both of:

- (a) automated payment, including:
 - (1) direct debit; or
 - (2) CentrePay, the free direct bill-paying service offered to persons receiving payments from Centrelink allowing those persons to pay for services (including Electricity Retail Bills) by having a regular amount deducted from their Centrelink payment; and
- (b) advance payment, whether:
 - (1) in advance of the services being provided; or
 - (2) after the services have been provided but in advance of the time that an Electricity Retail Bill would ordinarily be issued,but not including a security deposit.

Positive Pass Through Event has the meaning given to that term in clause 2(a) of Schedule 4.

Positive Pass Through Amount has the meaning given to that term in clause 3.2(b) of Schedule 4.

Premises has the meaning given to that term in the ESA.

Regulated Load means the load for all Customers in a Standard Retail Supplier's Supply District.

Regulated Retail Charge means a security deposit, late payment fee or fee for a dishonoured cheque of an amount specified in this determination.

Regulated Retail Tariff means a Tariff for or in relation to the Supply of electricity charged by a Standard Retail Supplier to a Small Retail Customer under a Standard Form Customer Supply Contract, excluding:

- (a) Green Premiums; and
- (b) Regulated Retail Charges,

which may include a number of Components (if offered by the Standard Retail Supplier as a single Tariff).

Regulations means the *Electricity Supply (General) Regulation 2001* (NSW).

Regulatory Change Event means:

- (a) a decision made by any Authority;
- (b) the coming into operation of an Applicable Law; or
- (c) the coming into operation of an amendment to or revocation of an Applicable Law,

on or after 18 March 2010 that has the effect of substantially varying:

- (d) the nature, scope, standard or risk of the Pass Through Services; or
- (e) the manner in which a Standard Retail Supplier is required to undertake any activity in order to provide the Pass Through Services, including obligations:
 - (1) under any Customer Hardship Program (subject to paragraph (j));
 - (2) arising as a consequence of any Last Resort Supply Event; or
 - (3) under any Green Energy Scheme,

but does not include:

- (f) the making of this determination;
- (g) a Tax Change Event;
- (h) any decision, determination or ruling in relation to Energy Loss Factors;
- (i) the phasing out of the Electricity Tariff Equalisation Fund (as defined in the ESA); or
- (j) the coming into operation or amendment of any Customer Hardship Program to the extent the Standard Retail Supplier's costs of compliance with obligations imposed under that program are funded by a government or third party.

Relevant Tax means any tax, levy, impost, deduction, charge, rate, duty or withholding which is levied or imposed by any Authority and is payable by a Standard Retail Supplier other than:

- (a) income tax and capital gains tax;
- (b) stamp duty;

- (c) AEMO Fees;
- (d) fees payable by a Standard Retail Supplier in respect of a Retail Supplier's Licence;
- (e) penalties, charges, fees and interest on late payments, or deficiencies in payments, relating to any tax; or
- (f) any tax that replaces or is equivalent or similar to any of the taxes referred to in (a) to (d) above (including any State equivalent tax).

Retail Supplier's Licence means any licence or similar authorisation that authorises operations in the electricity retail market in New South Wales (including any retail supplier's licence granted under the ESA).

Small Retail Customer has the meaning given to that term in the ESA.

Standard Form Customer Supply Contract has the meaning given to that term in the ESA.

Standard Retail Supplier means EnergyAustralia, Integral Energy and Country Energy.

Supply has the meaning given to that term in the ESA.

Supply Address means Premises, having a single NMI, to which a Standard Retail Supplier Supplies electricity.

Supply District has the meaning given to that term in the ESA.

Tariff means, depending on the context:

- (a) a price (or set of prices for different components); and/or
- (b) the set of circumstances in which (including the group of persons to whom) that price (or set of prices) will apply.

Tax Change Event means:

- (a) the imposition of a Relevant Tax;
- (b) the removal of a Relevant Tax; or
- (c) a change in (or a change in the application or official interpretation of) a Relevant Tax or the way in which a Relevant Tax is calculated,

which occurs on or after 18 March 2010.

Taxable Supply has the meaning given to it in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the period from 1 July 2010 to 30 June 2013.

Total Energy Cost Allowance means for a Standard Retail Supplier for a Year or other period:

- (a) the Energy Purchase Cost Allowance;
- (b) the costs of compliance with any Green Energy Scheme;
- (c) the costs of compliance with any obligations imposed under an Applicable Law relating to the reporting of greenhouse gas emissions, energy production or energy consumption; and
- (d) costs related to physical losses of energy arising during the transporting of energy over transmission systems and Distribution Systems, as published by AEMO.

Use Of System Services has the meaning given to that term under the National Electricity Rules.

Year means a period of twelve months commencing on 1 July and ending on 30 June in the ensuing calendar year.

1.2 Consumer Price Index

- (a) **CPI** means the consumer price index All Groups index number for the weighted average of eight capital cities as published by the Australian Bureau of Statistics or, if the Australian Bureau of Statistics does not or ceases to publish the index, CPI means an index determined by IPART.
- (b) ΔCPI_1 and ΔCPI_2 are calculated (to 2 decimal places) as follows:

$$\Delta\text{CPI}_1 = \left(\frac{\text{CPI}_{\text{Mar}2011}}{\text{CPI}_{\text{Mar}2010}} \right)$$

$$\Delta\text{CPI}_2 = \left(\frac{\text{CPI}_{\text{Mar}2012}}{\text{CPI}_{\text{Mar}2011}} \right)$$

where the subtext refers to the quarter and year indicated. For example, $\text{CPI}_{\text{Mar}2010}$ means the CPI for the quarter ending in March 2010.

2 Interpretation

2.1 General provisions

In this determination:

- (a) headings are for convenience only and do not affect the interpretation of this determination;
- (b) a reference to a schedule, annexure, clause or table is a reference to a schedule or annexure to, clause of, or table in, this determination unless otherwise indicated;
- (c) a construction that would promote the purpose or object expressly or impliedly underlying the ESA is to be preferred to a construction that would not promote that purpose or object;
- (d) words importing the singular include the plural and vice versa;
- (e) a reference to a law or statute includes regulations, rules, codes and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (f) where a word is defined, other grammatical forms of that word have a corresponding meaning;
- (g) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation), replacements and assigns; and
- (h) a reference to a body, whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions

2.2 Explanatory notes and clarification notice

- (a) Explanatory notes do not form part of this determination, but in the case of uncertainty may be relied on for interpretation purposes.
- (b) IPART may publish a clarification notice in the NSW Government Gazette to correct any manifest error in this determination as if that clarification notice formed part of this determination.

2.3 Prices exclusive of GST

Unless otherwise indicated, prices or charges specified in this determination do not include GST. A Standard Retail Supplier may charge Customers an additional amount equal to the GST payable by the Standard Retail Supplier in respect of any Taxable Supply to which the amounts relate.

PUBLIC LOTTERIES ACT 1996**Draw Lotteries - Approval of Rules**

I, THE HONOURABLE KEVIN GREENE, MP, 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 Draw Lotteries and Games of Promotional Draw Lotteries by the New South Wales Lotteries Corporation Pty Ltd effective from 1 April 2010.

Dated this 23rd day of March 2010.

The Honourable KEVIN GREENE, M.P.,
Minister for Gaming and Racing
Minister for Sport and Recreation



PUBLIC LOTTERIES ACT 1996**DRAW LOTTERY RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of Draw Lottery and Promotional Draw Lottery Games. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 1 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.

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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Draw Lottery Games and entries into Promotional Draw Lottery Games;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Draw Lottery Games;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Direct Mail Agent to charge a 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 in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) and includes an Entry previously made by a Player and stored on 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 or questions;
 - (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 an amount:
 - (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
 - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
 - (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents or otherwise which is linked to the central processing computer equipment of the

Licensee for purposes associated with Draw Lottery Games or Promotional Draw Lottery Games;

(xii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of;

(1) a Player's Entry in a Draw Lottery Game; and

(2) where appropriate a Player's entry in a Promotional Draw Lottery Game

and which is retained or recorded on magnetic tape or otherwise stored;

(xiii) "Conduct" in relation to a Draw Lottery Game and a Promotional Draw Lottery Game has the same meaning as assigned to it by Section 4(1) of the Act;

(xiv) "Consolation Prize" has the meaning contained in Rule 9;

(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 Draw Lottery Game and instructions with respect to a Promotional Draw Lottery Game from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) 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) "Draw Lottery Game" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations and includes a public lottery named "\$2 Jackpot Lottery" and a public lottery named "\$5 Jackpot Lottery" but does not include Promotional Draw Lotteries;



(xviii) "Drawing" means:

(1) in relation to a Draw Lottery Game (but not including a Second Drawing) the selection from the Ticket Pool of the Winning Numbers and the Jackpot Number by lot using a Drawing Device;

(2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device.

(xix) "Drawing Date" in relation to a Ticket Pool means the date on which the Winning Numbers and the Jackpot Number are selected in respect of that Ticket Pool and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Ticket Pool;

(xx) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;

- (xxi) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxii) "Entry" means the Numbers in a Ticket Pool which have been selected on behalf of a Player by the central processing computer equipment by way of an Entry Form or Automatic Entry, which have been recorded in the central processing computer equipment, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the correct Subscription has been paid;
- (xxiii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Draw Lottery Game and/or a Promotional Draw Lottery Game;
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) "Jackpot Prize" means the Prize won in accordance with Rule 9(g);
- (xxvii) "Jackpot Number" means the Number selected in a Drawing after the selection of the Winning Numbers in that Drawing;
- (xxviii) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (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;
- (xxxii) "Minister" means the Minister for the time being administering the Act;
- (xxxiii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiiii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxv) "Overseas Authority" means a person who is authorised to Conduct Draw Lottery Games and Promotional Draw Lottery Games in Participating Areas overseas;

- (xxxv) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Draw Lottery Games under a corresponding law;
- (xxxvi) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Promotional Draw Lottery Game and who holds, bears and submits a ticket in the Promotional Draw Lottery Game to the Licensee or an Agent for the purposes of receiving a Prize;
- (xxxvii) "Prize" means any Prize determined in accordance with Rule 9;
- (xxxviii) "Prize Fund" means an account established under Section 27 of the Act and known as the Draw Lottery Prize Fund Account;
- (xxxix) "Prize Pool" means that proportion of Subscriptions paid into the Prize Fund for a particular Draw Lottery Game and has the meaning specified in Rule 9(a);
- (xl) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 9(c);
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xli) "Product Licence" means the product licence granted to the Licensee to Conduct Draw Lottery Games and Promotional Draw Lottery Games pursuant to Section 12 of the Act;
- (xlii) "Prize Structure" means the number, nature and value of Prizes available in relation to a Draw Lottery Game as specified in Rule 9;
- (xliii) "Promotional Draw Lottery Game" means a public lottery Conducted for the purpose of promoting a Draw Lottery Game, and in respect of which:
- (1) eligibility to enter is confined to Players in a Draw Lottery Game; and
 - (2) no further Subscription or Commission is charged;
- (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;

- (xiv) "Provisional Prize" is a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlv) "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) "Regulation" means a regulation made under the Act;
- (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 Draw Lottery Game in accordance with these Rules;
- (li) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lii) "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 Draw Lottery Game, and which:
 - (1) contains Entry details; and
 - (2) may include a Ticket Serial Number and other such tests to determine the identity, validity and status of the Ticket; and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
- (liii) "Ticket Pool" means the pre-determined field of Numbers in a Draw Lottery Game;
- (liv) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute an official identification of the valid issue of a Ticket;
- (lv) "Winning Numbers" in relation to a Draw Lottery Game means:
 - (1) the Numbers that are selected in a Drawing in respect of each Prize excepting the Jackpot Prize and Consolation Prizes in a Prize Structure;

- (2) the Numbers that are selected in a Second Drawing in respect of each Prize.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

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

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

- (e) Where a Malfunction in a Drawing Device occurs:
 - (i) any Numbers drawn in respect of that Drawing prior to the Malfunction will not be Winning Numbers;
 - (ii) the Drawing shall be declared null and void; and
 - (1) the Drawing shall be conducted as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall be conducted using a substitute Drawing Device as soon as practicable after the Malfunction.
- (f) The Licensee may Conduct a Promotional Draw Lottery Game in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Promotional Draw Lottery Game in conjunction with another Draw Lottery Game or separately from a Draw Lottery Game or otherwise in conjunction with another lottery Conducted by the Licensee.
- (g) A Promotional Draw Lottery Game shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) The Prize structure for a Promotional Draw Lottery Game shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Promotional Draw Lottery Game.

- (i) During the period in which the Licensee accepts entries in a Promotional Draw Lottery Game, some of the Prizes in the approved Prize structure may already have been won when a Player enters the Promotional Draw Lottery Game, leaving the balance of Prizes still available to be won by Players at the time of their respective entries.
- (j) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players in a Promotional Draw Lottery Game of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Promotional Draw Lottery Game.
- (k) A ticket in a Promotional Draw Lottery Game may include one or more Prizes to be won on the same ticket.
- (l) A Promotional Draw Lottery Game may require the Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Draw Lottery Game and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Promotional Draw Lottery Game and shall be binding on all Players.
- (d) By entering a Draw Lottery Game or a Promotional Draw Lottery Game, Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An 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 Draw Lottery Game is to purchase an Entry containing Numbers that are the same as the Winning Numbers or the Jackpot Number.

RULE 5 ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME

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

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Form shall consist of a series of numbers and questions which must be completed by the Player. A 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 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 on the payment of the Subscription and the Commission.
- (c) Subject to Rule 6(e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its Agent to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (d) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize or Jackpot Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (e) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the close of acceptance of Entries in respect of that Drawing, as determined by the Licensee.
- (f) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by 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.
- (g) Where an Entry in a Draw Lottery Game has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the computer records but:

- (i) no Subscription has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Drawing; and
- (ii) the Agent has failed to cancel the Entry before the close of acceptance of Entries in respect of that Drawing; then

the Agent shall be liable for and shall meet the cost of the Subscription in respect of the Entry and in such case, for the purposes of these Rules, such Agent shall:
 - (iii) be considered a Player; and
 - (iv) be the holder of the Entry; and
 - (v) owe the Licensee the amount of the unpaid Subscription as a debt due and owing to the Licensee.
- (h) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (i) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or any other approved Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Draw Lottery Game by a Player with a 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 or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (j) 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.
- (k) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 COMMISSION AND ANCILLARY FEE

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

RULE 8 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Draw Lottery Game or a Promotional Draw Lottery Game.
- (c) An Entry or Automatic Entry may only be made through:
- (i) an Agent; or
 - (ii) by post in accordance with paragraphs (i), (l) and (m) of this Rule 8 provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) The correct Subscription and player registration fee (if applicable) must be paid by a Player to an Agent or to the Licensee in respect of an Entry).
- (e) The form of payment of the Subscription or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
- (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 10(b)(i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 8(f)(i) should be addressed:-

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player.

- (h) Where a Player submits an Entry Form or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) An Entry Form or Automatic Entry instructions received by post will be processed into the current Draw unless otherwise indicated by the Player. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(e) no Ticket may be withdrawn or altered after issue to a 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
SYDNEY OLYMPIC PARK 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 Entry will be entered by the Licensee in a Drawing that would reasonably be judged to allow the Ticket to be posted and received by the Player before that Drawing takes place, or in a later forward draw if so Marked on the Entry Form or any other approved Entry. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope;

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted;

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (n) Form of entry in a Promotional Draw Lottery Game
 - (i) The Chief Executive Officer is to approve the form of entry for a Promotional Draw Lottery Game;
 - (ii) Without limiting Rule 8(n)(i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):

- (1) part of a Ticket;
 - (2) any other ticket or document;
 - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:
- (1) constitutes the Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee, its Agents to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.

RULE 9 PRIZES

- (a) The Prize Pool in a Draw lottery Game shall be not less than fifty five percent (55%) and not greater than sixty four point six percent (64.6%) of Subscriptions.
- (b) The Prize Structure and Jackpot Prize in a particular Draw Lottery Game shall be funded in whole or in part from the Prize Pool and shall be determined by the Licensee.
- (c) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game is less than sixty four point six percent (64.6%) of Subscriptions, that amount representing the difference between that cost and sixty four point six percent (64.6%) of Subscriptions shall be retained in the Prize Reserve Fund.
- (d) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game would otherwise exceed sixty four point six percent (64.6%) of Subscriptions, the amount representing the difference between that cost and sixty four point six percent (64.6%) shall be drawn from the Prize Reserve Fund.
- (e) A Prize is won by an Entry that contains a Winning Number;
- (f) A Consolation Prize is won by an Entry that contains:
 - (i) A Number in a Ticket Pool that occurs in sequence immediately before, or a Number in a Ticket Pool that occurs in sequence immediately after, a Winning Number, as the case may be, except that:
 - (1) In relation to a \$2 Jackpot Lottery, Number "2" will win two Consolation Prizes if Number "1" is a Winning Number and Number "224,999" will win two Consolation Prizes if Number "225,000" is a Winning Number; and
 - (2) In relation to a \$5 Jackpot Lottery, Number "2" will win two Consolation Prizes if Number "1" is a Winning Number and Number "179,999" will win two Consolation Prizes if Number "180,000" is a Winning Number;
 - (ii) The Jackpot Number where the Jackpot Number does not win the Jackpot Prize.
- (g) The Jackpot Prize is won if the Jackpot Number in a Drawing is the same as a Winning Number in that Drawing;
- (h) In relation to the \$2 Jackpot Lottery:
 - (i) The Ticket Pool shall comprise two hundred and twenty five thousand (225,000) sequential Numbers starting at Number one (1) and running to Number two hundred and twenty five thousand (225,000).
 - (ii) The Prize Structure shall consist of the following:

- (1) one (1) Prize of \$100,000 with two (2) Consolation Prizes of \$1,000;
 - (2) one (1) Prize of \$10,000 with two (2) Consolation Prizes of twenty five (25) Numbers in a future \$2 Jackpot Lottery;
 - (3) one (1) Prize of \$5,000 with two (2) Consolation Prizes of ten (10) Numbers in a future \$2 Jackpot Lottery;
 - (4) two (2) Prizes of \$500 each with two (2) Consolation Prizes of five (5) Numbers in a future \$2 Jackpot Lottery – a total of four (4) Consolation Prizes;
 - (5) ten (10) Prizes of \$200 each with two (2) Consolation Prizes of five (5) Numbers in a future \$2 Jackpot Lottery – a total of twenty (20) Consolation Prizes;
 - (6) twenty (20) Prizes of \$100 each with two (2) Consolation Prizes of two (2) Numbers in a future \$2 Jackpot Lottery – a total of forty (40) Consolation Prizes;
 - (7) one hundred (100) Prizes of \$50 each with two (2) Consolation Prizes of one (1) Number in a future \$2 Jackpot Lottery – a total of two hundred (200) Consolation Prizes;
 - (8) six hundred (600) Prizes of \$20 each with two (2) Consolation Prizes of one (1) Number in a future \$2 Jackpot Lottery – a total of one thousand two hundred (1,200) Consolation Prizes;
 - (9) two thousand four hundred and eighty (2,480) Prizes of \$10 each with two (2) Consolation Prizes of one (1) Number in a future \$2 Jackpot Lottery – a total of four thousand nine hundred and sixty (4,960) Consolation Prizes.
- (iii) The Jackpot Prize:
- (1) The guaranteed minimum value of the Jackpot Prize is \$500,000;
 - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by \$110,000 in each subsequent Drawing until won, after which it will revert to the guaranteed minimum value specified in Rule 9(h)(iii)(1);
 - (3) An amount of \$7,144 from each Prize Pool shall be retained in the Prize Fund to fund the guaranteed minimum value specified in Rule 9(h)(iii)(1);
 - (4) A Consolation Prize of ten (10) Numbers in a future \$2 Jackpot Lottery is won by the Jackpot Number if such Number fails to win the Jackpot Prize.
- (i) In relation to the \$5 Jackpot Lottery:

- (i) The ticket pool shall comprise one hundred and eighty thousand (180,000) sequential Numbers, starting at number one (1) and running to Number one hundred and eighty thousand (180,000);
- (ii) The Prize Structure shall consist of the following:
 - (1) one (1) Prize of \$200,000 with two (2) Consolation Prizes of \$1,000;
 - (2) one (1) Prize of \$20,000 with two (2) Consolation Prizes of twenty five (25) Numbers in a future \$5 Jackpot Lottery;
 - (3) one (1) Prize of \$5,000 with two (2) Consolation Prizes of fifteen (15) Numbers in a future \$5 Jackpot Lottery;
 - (4) five (5) Prizes of \$1,000 each with two (2) Consolation Prizes of ten (10) Numbers in a future \$5 Jackpot Lottery – a total of ten (10) Consolation Prizes;
 - (5) ten (10) Prizes of \$500 each with two (2) Consolation Prizes of five (5) Numbers in a future \$5 Jackpot Lottery – a total of twenty (20) Consolation Prizes;
 - (6) twenty five (25) Prizes of \$100 each with two (2) Consolation Prizes of two (2) Numbers in a future \$5 Jackpot Lottery – a total of fifty (50) Consolation Prizes;
 - (7) seventy five (75) Prizes of \$50 each with two (2) Consolation Prizes of one (1) Number in a future \$5 Jackpot Lottery – a total of one hundred and fifty (150) Consolation Prizes;
 - (8) six hundred (600) Prizes of \$20 each with two (2) Consolation Prizes of one (1) Number in a future \$5 Jackpot Lottery – a total of one thousand two hundred (1,200) Consolation Prizes;
 - (9) three thousand and ninety (3,090) Prizes of \$10 each with two (2) Consolation Prizes of one (1) Number in a future \$5 Jackpot Lottery – a total of six thousand one hundred and eighty (6,180) Consolation Prizes.
- (iii) The Jackpot Prize:
 - (1) The guaranteed minimum value of the Jackpot Prize is \$1,000,000;
 - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by \$250,000 in each subsequent Drawing until won, after which it will revert to the guaranteed minimum value specified in Rule 9(i)(iii)(1);
 - (3) An amount of \$21,156 from each Prize Pool shall be retained in the Prize Fund to fund the guaranteed minimum value specified in Rule 9(i)(iii)(1);

- (4) A Consolation Prize of ten (10) Numbers in a future \$5 Jackpot Lottery is won by the Jackpot Number if such Number fails to win the Jackpot Prize.

(j) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of a Draw Lottery Game;
- (ii) an Entry made in respect of the Draw Lottery Game shall be entered automatically into the Second Drawing and shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of each Entry containing a Winning Number;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer and shall be paid from the Prize Reserve Fund;
- (v) the Second Drawing shall not constitute a separate Draw Lottery Game.

(k) A Draw Lottery Game may include:

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

Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.

(l) Prizes in a Promotional Draw Lottery Game

- (i) The Prizes payable in a Promotional Draw Lottery Game may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;

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

RULE 10 ANNOUNCEMENT OF PRIZES

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

RULE 11 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Draw Lottery Game:
- (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) and any other evidence that the Chief Executive Officer may from time to time require;
 - (ii) The date of lodgement of a Prize claim in accordance with Rule 11(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a 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 the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) hereof.
- (c) Where a Registered Player has been requested to claim the Provisional Prize in accordance with Rule 11(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 11(d) hereof.
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period 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 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 on the day of the relevant Drawing Date provided the Drawing has taken place and the Winning Numbers have been successfully recorded in the central processing computer equipment, 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.
- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, 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 following the drawing date.
- (g) A Prize not paid by an Agent in accordance with Rule 11(f) will be paid by the Licensee by cheque, or at the discretion of the Licensee by electronic funds transfer, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.

- (h) A:
- (i) Registered Player who claims to be entitled to a Provisional Prize pursuant to Rule 11(b) and who has not been notified within five (5) days in accordance with Rule 11(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
 - (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 11(j) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 11(h) will be rejected and the Licensee shall have no liability in relation thereto.

- (i) A:
- (i) Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
 - (ii) Registered Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 11(e);

must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 11(j).

- (j) The particulars required in accordance with the provisions of Rules 11(a), 11(b), 11(h) and 11(i) are:
- (i) the name and address of the Player;
 - (ii) the Ticket Serial Number;
 - (iii) the Winning Number(s) shown on the Ticket;
 - (iv) the Player's registration number if a Registered Player;
 - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
 - (vi) such further evidence or information as the Licensee requires.

- (k) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rule 1(xxxvi) or may fail to meet some or all the provisions contained in these Rules governing Prize entitlement.
- (l) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (m) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (n) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (o) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player.
- (p) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.
- Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same.
- (q) Any Prize sent by the Licensee to a Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (r) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 11 and the Chief Executive Officer is, after such payment has been made, of the view that:

- (i) the Player was not the Player to whom such payment should have been made; or
- (ii) a Prize is not payable to the Player;

the Player shall upon being requested to do so by the Licensee in writing, refund to the Licensee the monies forwarded to him or her.

- (s) A Prize may be claimed through an Agent or by mail direct to:

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

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

- (t) Any Prize to be paid in accordance with Rule 9(j) or Rule 9(l) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (u) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (v) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (w) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (x) Payment of Prizes in a Promotional Draw Lottery Game
 - (i) A Prize is not payable in a Promotional Draw Lottery Game unless:
 - (1) the entry submitted in a Promotional Draw Lottery Game is in the form determined by the Chief Executive Officer under Rule 8(n)(i); and
 - (2) if the form of entry requires the Player to have purchased a Ticket in a Draw Lottery Game, the Ticket in the Draw Lottery Game must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Draw Lottery Game is valid; and
 - (3) the claimant has complied with all conditions relating to the Promotional Draw Lottery Game advertised under Rule 9(m)(ii).
 - (ii) The Licensee may record on an entry in a Promotional Draw Lottery Game a verification code or other test and use it to determine whether the entry in a Promotional Draw Lottery Game is valid and whether it

has won a Prize. A Prize is not payable in respect of an entry in a Promotional Draw Lottery Game, on which such a test is recorded, if the entry does not satisfy the test.

RULE 12 DISQUALIFICATIONS

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

RULE 13 LIMITATION OF LIABILITY

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

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

RULE 14 EFFECTIVE DATE

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

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

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

SCHEDULE 1**COMMISSION AND SUBSCRIPTION PAYABLE FOR DRAW LOTTERY GAMES**

Draw Lottery Game	Commission	Subscription
\$2.00 Jackpot Lottery	\$0.15	\$2.00
\$5.00 Jackpot Lottery	\$0.30	\$5.00

PUBLIC LOTTERIES ACT 1996**Instant Lotteries - Approval of Rules**

I, THE HONOURABLE KEVIN GREENE, MP, 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 Instant Lotteries and Games of Promotional Instant Lotteries by the New South Wales Lotteries Corporation Pty Ltd effective from 1 April 2010.

Dated this 23rd day of March 2010.

The Honourable KEVIN GREENE, M.P.,
Minister for Gaming and Racing
Minister for Sport and Recreation

PUBLIC LOTTERIES ACT 1996**INSTANT LOTTERIES RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996, has approved of the following Rules for the Conduct of Instant Lottery and Promotional Instant Lotteries. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 1 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.

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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent is allowed to:
 - (1) receive Subscriptions for and sell Tickets in an Instant Lottery;
 - (2) receive entries in a Promotional Instant Lottery and provide Promotional Instant Lottery Tickets; and
 - (3) in the case of a Direct Mail Agent receive Subscriptions and instructions to purchase Instant Lottery Tickets and to provide Promotional Instant Lottery Tickets on behalf of Subscribers;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Instant Lotteries and Promotional Instant Lotteries Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "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 from whom a Direct Mail Agent accepts a subscription;
 - (v) "Approved" means approved in writing by the Minister;
 - (vi) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(f);
 - (vii) "Commission" means an amount:
 - (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
 - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
 - (viii) "Computer Linked Terminal" means the computer equipment of the Licensee located in Agencies which is linked to the Licensee's central processing computer equipment for purposes associated with Instant Lotteries and Promotional Instant Lotteries, including determining whether a Prize has been won;
 - (ix) "Computer Records" means the sum of information, including Ticket Serial Number information, which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of an Instant Lottery or a Promotional Instant Lottery and which is retained or recorded on a magnetic tape or otherwise stored;

- (x) "Conduct" in relation to an Instant Lottery and Promotional Instant Lottery has the same meaning as assigned to it by Section 4(1) of the Act;
- (xi) "Director" means a Director of the Board of Directors of the Licensee;
- (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 an Instant Lottery or entries and instructions with respect to a Promotional Instant Lottery from a Player.
- (xiii) "Draw" means the drawing of a public lottery conducted as part of an Instant Lottery or Promotional Instant Lottery in accordance with Rule 7(s);
- (xiv) "Employee" means an employee of the Licensee. In other contexts where appropriate, "Employee" includes an employee of an Agent;
- (xv) "Fee" means the sum of the Commission and Subscription;
- (xvi) "Instant Lottery" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations whereby Prizes are determined (wholly or partly) by revealing Numbers on Tickets in the lottery (whether or not additional Prizes are determined in any other manner) but does not include Promotional Instant Lotteries;
- (xvii) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xviii) "Minister" means the Minister for the time being administering the Act;
- (xix) "Numbers" has the same meaning as contained in Section 5 of the Act;
- (xx) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxi) "Player" means a person who:
 - (1) has paid the correct Subscription and Commission for a valid Instant Lottery Ticket; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, and Agent for the purposes of receiving a Prize; and;includes where relevant a person who has validly entered a Promotional Instant Lottery and who holds, bears and submits a ticket in the Promotional Instant Lottery to the Licensee, and Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xxii) "Prize" means any prize determined in accordance with Rule 7;
- (xxiii) "Prize Allocation" shall be determined by the Licensee and has the meaning provided in Rule 7 (b);

- (xxiv) "Prize Fund" means the account established under Section 27 of the Act and known as the Instant Lottery Prize Fund Account;
- (xxv) "Prize Pool" is the proportion of Subscriptions paid into the Prize Fund for a particular Instant Lottery and has the meaning specified in Rule 7(a).
- (xxvi) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing
- (1) the amounts specified in Rule 7(c);
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act.
- (xxvii) "Product Licence" means the product licence granted to the Licensee to Conduct Instant Lotteries and Promotional Instant Lotteries pursuant to Section 12 of the Act;
- (xxviii) "Promotional Instant Lottery" means a public lottery Conducted for the purpose of promoting an Instant Lottery, and in respect of which:
- (1) eligibility to enter is confined to Players in an Instant Lottery which is currently selling or in which selling has concluded; and
 - (2) no further Subscription or Commission is charged;
- (xxix) "Regulation" means a regulation made under the Act;
- (xxx) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xxxi) "Subscription" means the amounts paid for Entries but does not include the following:
- (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (xxxii) "Ticket" means the form of entry to an Instant Lottery or Promotional Instant Lottery, whether it be in documentary or other approved form, as agreed by the Chief Executive Officer, which permits a Player to play an Instant Lottery or Promotional Instant Lottery and which evidences:
- (1) in the case of an Instant Lottery, that a Player has paid the correct Subscription to enter the Instant Lottery; and
 - (2) in the case of a Promotional Instant Lottery, that a Player has validly entered the Promotional Instant Lottery;
- and which may be validated by a Computer Linked Terminal and which may include a Ticket Serial Number and such other tests to determine the validity of the Ticket and whether it has won a Prize;

- (xxxiii) "Ticket Serial Number" means the verification code in the form of numbers and/or letters and/or bar codes which may be printed on Tickets and which constitute the means by which the Licensee can determine after the issue of the Ticket whether it is a valid Ticket and also whether it has won a Prize;
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

RULE 2 CONDUCT OF INSTANT LOTTERIES AND PROMOTIONAL INSTANT LOTTERIES

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

RULE 3 APPLICATION OF RULES

- (a) These Rules and all instructions and conditions printed on Tickets shall apply to each Instant Lottery or Promotional Instant Lottery and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Tickets, these Rules shall prevail.
- (c) These Rules shall apply to each Promotional Instant Lottery and shall be binding on all Players.
- (d) By entering an Instant Lottery or Promotional Instant Lottery Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) 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 RULES APPLYING TO TICKETS

- (a) The Ticket issued to the Player shall constitute the Player's official receipt and acceptance thereof shall constitute the Player's acknowledgment of all details thereon and shall be the only form issued by the Licensee or its Agent to the Player evidencing the Player's entry in a particular Instant Lottery or Promotional Instant Lottery.
- (b) 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.
- (c) In the event that the particulars recorded on the Player's Ticket are not consistent with the particulars held by the Licensee by way of Computer Records or such other records held by the Licensee or otherwise available to the Licensee from its authorised contractor, then the latter mentioned particulars and records shall apply and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination. Particulars which may be recorded on a Ticket include the Ticket Serial Number and other security and/or prize validation related information, the Numbers to be revealed and information regarding the particular Instant Lottery or Promotional Instant Lottery entered as well as the details of the particular book and ticket number.
- (d) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.
- (e) A Player in an Instant Lottery may indicate anonymity is desired by clearly marking the box styled "NFP" on the Ticket with a cross or tick to indicate that the details relating to the Player shown on the Ticket should not be published.
- (f) The identity of a Player who has marked a ticket in the manner referred to in Rule 4(e) must not be published by the Licensee.
- (g) A Player may at any time revoke a request for anonymity and participate in any promotion or marketing activity requested by the Licensee.
- (h) Where a Player submits a Ticket as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) A Ticket in an Instant Lottery shall contain instructions specifying:
 - (i) the manner in which the Ticket holder may determine whether an Instant Lottery Prize has been won; and
 - (ii) the procedures for claiming an Instant Lottery Prize.
- (j) Subject to Rule 7 the Chief Executive Officer may pay a Prize to a person who holds, bears or submits a Ticket in an Instant Lottery or a ticket in a Promotional Instant Lottery to the Licensee or an Agent for the purpose of receiving a Prize if the Chief Executive Officer is satisfied that the Ticket Serial Number and/or other security tests as the Chief Executive Officer thinks necessary show that the Ticket is a valid Ticket and has won a Prize.

RULE 5 PRICE OF TICKETS, COMMISSION AND ANCILLARY FEE

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

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

- (a) The sale of a Ticket in an Instant Lottery shall not be considered to have been made until the Subscription has been paid in respect of that Ticket.
- (b) A person under the age of eighteen (18) years is not permitted to purchase a Ticket in an Instant Lottery or a Promotional Instant Lottery;
- (c) A Ticket in an Instant Lottery may only be sold through:
 - (i) an Agent; or
 - (ii) by post, in accordance with Rule 6(e).
- (d) A Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prize cheques for and on behalf of Players.
- (e) Fees payable in respect of the sale of Tickets by post by the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to have been effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (f) The Chief Executive Officer is to determine the form of entries in a Promotional Instant Lottery that will be used by the Licensee in determining whether one or more Prizes have been won in the Promotional Instant Lottery.
- (g) Without limiting Rule 6(f), the Chief Executive Officer may determine that entries in a Promotional Instant Lottery are to be in the form of any of the following (or combination of the following):
 - (i) portions of a Ticket in an Instant Lottery nominated by the Chief Executive Officer;
 - (ii) any other Ticket or document;
 - (iii) entries made by means of an electronic or mechanical device or by a telecommunications system.
- (h) If an entry in a Promotional Instant Lottery is to consist of a portion of an Instant Lottery Ticket:
 - (i) the manner in which each game is to be played is to be clearly displayed on separate portions of each Ticket; and
 - (ii) the play areas of the Instant Lottery and Promotional Instant Lottery are to be displayed on separate portions of each Ticket.
- (i) If an entry in a Promotional Instant Lottery is to consist of a Ticket or document, a Ticket or document issued to an entrant in the Promotional Instant Lottery:
 - (i) constitutes the Player's official receipt;

- (ii) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry; and
- (iii) is to be the only document issued by the Licensee, its Agents to the entrant evidencing the processing of an entry in the Promotional Instant Lottery.

RULE 7 PRIZES

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

- (i) The Chief Executive Officer may change or alter the nature of any Prize offered in an Instant Lottery, including the conversion of any Prize (or part of a Prize) into a monetary equivalent.
- (j) A Prize in an Instant Lottery or a Promotional Instant Lottery must not consist of or include tobacco.
- (k) A Prize in an Instant Lottery or a Promotional Instant Lottery must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (l) The Prizes payable in a Promotional Instant Lottery may consist of one or more of the following:
 - (i) money;
 - (ii) holidays;
 - (iii) travel;
 - (iv) accommodation;
 - (v) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration; and
 - (vi) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (m) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Promotional Instant Lottery.
- (n) The Licensee is to publicly advertise or otherwise promote the nature and value of, and the conditions relating to payment of, Prizes, and where practical the number of Prizes, in each Promotional Instant Lottery Conducted by it.
- (o) The Chief Executive Officer may change or alter the nature of any Prize offered in a Promotional Instant Lottery, including (but not limited to) the following:
 - (i) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
 - (ii) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
 - (iii) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
 - (iv) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
 - (v) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a money equivalent.

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

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

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

RULE 8 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

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

necessary by the Chief Executive Officer must lodge a Prize claim form containing or accompanied by the particulars required on the claim form;

- (j) The payment of Prizes to Players who are known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales;
- (k) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players or entitled thereto;
- (l) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form. Thereafter, the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same;
- (m) A Prize may be claimed through an Agent or by mail direct to:

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize may be forwarded by an Agent to the Licensee at the request of a Player or the Player may forward the Prize claim form to the Licensee direct;

- (n) Where more than one name is advised on a Ticket or on a claim form, payment to any one person so named at the address so given shall discharge the Licensee from all liability in respect of such payment to the other person so named;
- (o) The payment of all Prizes pursuant to this Rule 8 will discharge the Licensee from liability notwithstanding the existence of any trust whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 8 and the Chief Executive Officer is, after such payment has been made, of the view that:
 - (i) the Player was not the Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Playerthe Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her;
- (p) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (q) The Licensee accepts no responsibility or liability for lost or stolen Tickets.

RULE 9 IDENTITY

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

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

RULE 10 EFFECT OF PAYMENT

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

**RULE 11 ADDITIONAL CIRCUMSTANCES WHEN PRIZES ARE NOT
PAYABLE**

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

RULE 12 LIMITATION OF LIABILITY

- (a) By entering an Instant Lottery or Promotional Instant Lottery a Player acknowledges that he or she has entered into an agreement with the Licensee and the Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Board of Directors, the Chief Executive Officer, the 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 any other person by reason of the loss or destruction of a Ticket for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors, and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with the Rules.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function, obligation or discretion conferred or contemplated by the Rules or otherwise in or about the Conduct or promotion of any Instant Lottery or Promotional Instant Lottery; and
 - (ii) without prejudice to the generality of Rule 12(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of Prizes;
 - (2) the processing and issue of a Ticket following acceptance of the Fee in respect of an Instant Lottery or an entry in respect of a Promotional Instant Lottery;
 - (3) the processing of a Prize winning Ticket;
 - (4) the receipt and processing of a Prize claim form; and
 - (iii) without prejudice to the generality of Rule 12(d)(i) and Rule 12(d)(ii), any fraudulent or unlawful act or omission on the part of the Agent or an employee, servant or contractor of the Agent in respect of:
 - (1) the issue of a Ticket;
 - (2) the completion of a Prize claim form;
 - (3) the receipt of a Prize claim form;
 - (4) the processing of a Prize claim;
 - (5) the payment of a Prize; and

- (iv) any statement made by 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 each and every Employee of an Agent shall have no liability or responsibility to a Player or any other person for or in respect of:
 - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function, obligation or discretion conferred or contemplated by the Rules or otherwise in or about the Conduct of any Instant Lottery or Promotional Instant Lottery; and
 - (ii) without prejudice to the generality of Rule 12(e)(i) hereof, any negligence, omission delay or failure in relation to:
 - (1) the payment of Prizes;
 - (2) the processing and issue of a Ticket following acceptance of the Fee in respect of an Instant Lottery or an entry in respect of a Promotional Instant Lottery; or
 - (3) the processing of a Prize winning Ticket;
- (f) The Licensee, the Chief Executive Officer, each and every Agent and each and every Employee of the Licensee or an Agent shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every 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 Instant Lottery or Promotional Instant Lottery due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the processing of any Ticket, claim form or instructions received by an Agent an Agent shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Agent shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 12(h), in the acceptance of Commission by an Agent on behalf of the Licensee, the Agent shall for this purpose be the agent of the Licensee and not the agent of the Player.

- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 12(a) to 12(j) inclusive as those protected by said Rules.

RULE 13 EFFECTIVE DATE

- (a) The Instant Lottery Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer any Ticket purchased in an Instant Lottery and Promotional Instant Lottery pursuant to Rules previously in force under any earlier Product Licence and which relate to an Instant Lottery to be Conducted on or after the date these Rules take effect shall be taken as being purchased or entered pursuant to these Rules.

RULE 14 AGREEMENTS RELATED TO PROMOTIONAL INSTANT LOTTERIES

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

SCHEDULE 1**SUBSCRIPTIONS AND COMMISSION PAYABLE FOR INSTANT LOTTERIES**

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

PUBLIC LOTTERIES ACT 1996**Lotto - Approval of Rules**

I, THE HONOURABLE KEVIN GREENE, MP, 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 Pty Ltd effective from 1 April 2010.

Dated this 23rd day of March 2010.

The Honourable KEVIN GREENE, M.P.,
Minister for Gaming and Racing
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 1 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.



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
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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996 any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional 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 a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Lotto;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer 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 the central processing computer equipment of the Licensee; 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 an amount:
 - (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and

- (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of 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 in a Game of Lotto;
 - (3) a Syndicate Player's Syndicate Entry Share in a Game of Lotto; and
 - (4) 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) "Conduct" in relation to a Game of Lotto and a Game of Promotional Lotto has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiv) "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. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for the Monday, Wednesday and Saturday competitions determined by the Licensee from time to time;
- (xvii) "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;

- (xviii) "Drawing Date" in relation to a Game of Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game of Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto;
- (xix) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxi) "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(f)) 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;
- (xxii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Game of Lotto and/or a Game of Promotional Lotto;
- (xxiii) "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 Drawing/s.
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Game of Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Lotto;
- (xxvi) "Game of Promotional Lotto" means a public lottery Conducted for the purpose of promoting a Game of Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Lotto; and
 - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;

- (xxviii) "Jackpot Drawing" 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(h) Division 1(i) or Rule 12(i) Division 1(i);
- (xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (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) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxix) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto and Games of Promotional Lotto in Participating Areas overseas;
- (xl) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 45 in arithmetical sequence in the Monday Competition, Wednesday Competition and Saturday Competition;
- (xli) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto under a corresponding law;
- (xlii) "Player" means a person who:

- (1) has paid the correct Subscription and Commission for a valid Entry; and
- (2) holds, bears and submits a valid Ticket to the Licensee or an 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 or an Agent for the purposes of receiving a Prize;

- (xliii) "Prize" means any Prize determined in accordance with Rule 12;
- (xliv) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto as specified in Rule 12(a);
- (xlv) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Prize Fund Account;
- (xlvi) "Prize Pool" has the meaning in Rule 12(b);
- (xlvii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 12(c); and
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlviii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Lotto and Games of Promotional Lotto pursuant to Section 12 of the Act;
- (xlix) "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;
- (l) "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;
- (li) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (lii) "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;
- (liii) "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;

- (liv) "Regulation" means a regulation made under the Act;
- (lv) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lvi) "Saturday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Saturday of each week;
- (lvii) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto in accordance with the Rules;
- (lviii) "Standard Entry" means the Entry referred to in Rule 8;
- (lix) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lx) "Supplementary Numbers" in relation to a Game of Lotto means the seventh and eighth Numbers drawn for each Game of Lotto;
- (lxi) "Syndicate Entry" has the meaning in Rule 19(a);
- (lxii) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 3; or
 - (2) column 4 of Schedule 4;
- (lxiii) "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 or an Agent for the purposes of receiving a Prize; andincludes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or an Agent for the purposes of receiving a Prize;
- (lxiv) "Syndicate Share Fee" means the amount specified in:
 - (1) column 5 of Schedule 3; or
 - (2) column 5 of Schedule 4;
- (lxv) "Systems Entry" means the Entry referred to in Rule 9;

- (lxvi) "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 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 Share details; and
 - (2) may include a Ticket Serial Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
- (lxvii) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
- (lxviii) "Wednesday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
- (lxix) "Winning Numbers" in relation to a Game of Lotto (including a Second Drawing) means the first six numbers drawn for each Drawing of a Game of Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

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

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

- (f) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or Supplementary Number/s;
 - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction:
 - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto in conjunction with another Game of Lotto or separately from a Game of Lotto or otherwise in conjunction with another lottery Conducted by the Licensee.

- (i) A Game of Promotional Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Lotto shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Lotto.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Lotto some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Lotto.
- (m) A ticket in a Game of Promotional Lotto may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry 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) 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 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 close of acceptance of Entries into that Game of Lotto;
- (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment of the Licensee;
 - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate 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 correct 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 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 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 claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry, 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 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 in the Monday Competition only must be effected by Marking "Mon" on the Entry Form. An Entry in the Wednesday Competition only must be effected by Marking "Wed" on the Entry Form. An Entry in the Saturday Competition only must be effected 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) A completed Entry Form or any other Approved Entry or Syndicate Entry Share 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 on the payment of the Subscription or Syndicate Share Fee.
- (e) Subject to Rule 6(g) below acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate 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 to the Player or Syndicate Player evidencing the 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 issued to the Player or Syndicate Player.
- (f) 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.
- (g) Where Rule 19(m) applies, a Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Entry Share to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry or Syndicate Entry Share to which it relates on that day provided it is returned on the day of purchase to the place of purchase and prior to the close of acceptance of Entries into a Game of Lotto as determined by the Licensee.

- (h) Where Rule 19(m) applies, an Agent who has sold an Entry or a Syndicate Entry Share may cancel the Entry or the Syndicate Entry Share or the Ticket to which it relates, with the approval of the Licensee on the day of purchase of the Entry or Syndicate Entry Share prior to the close of acceptance of Entries into a Game of Lotto. As determined by the Licensee when an Entry or a Syndicate Entry Share and the Ticket to which it relates have been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription and any Commission paid in respect of such Entry, or in the case of a Syndicate Entry Share shall be refunded the Syndicate Share Fee. A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of the cancelled Entry or Syndicate Entry Share or Ticket.
- (i) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Lotto effect a cancellation of an Entry or a Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share. When an Entry or Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share have been cancelled the Player or Syndicate Player shall be refunded the Subscription, or Syndicate Share Fee, as the case may be, in respect of such Entry or Syndicate Entry Share. A cancelled Entry or Syndicate Entry Share or cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Syndicate Entry Share or Ticket.
- (j) 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.

- (k) Where an Entry or Syndicate Entry Share in a Game of Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Subscription or Syndicate Share Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of Lotto; and
 - (ii) the Agent has failed to cancel the Entry or Syndicate Entry Share before the close of acceptance of Entries in respect of that Game of Lotto; 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 Entry or Syndicate Entry Share and in such case, for the purposes of these Rules, such Agent shall:
- (iii) be considered a Player or Syndicate Player as the case may be; and
 - (iv) be the holder of the Entry or Syndicate Entry Share, as the case may be; and
 - (v) owe the Licensee the amount of the unpaid Subscription or Syndicate Share Fee as a debt due and owing to the Licensee.
- (l) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (m) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player or a Syndicate Player of any part of an Entry Form or any other approved Entry or Syndicate Entry Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Lotto by a Player or Syndicate Player with a Direct Mail Agent does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player utilising a Direct Mail Agent to submit an Entry Form or any other approved Entry or Syndicate Entry Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form, or any other approved Entry or Syndicate Entry Share, the issue of any Ticket and the payment of any Prize.
- (n) Neither the Licensee nor an Agent shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (o) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in 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.
- (b) A Direct Mail Agent may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers 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) 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.
- (d) The Subscription for each Standard Entry shall be:
- (i) In respect of both the Monday Competition and Wednesday 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;
 - (ii) In respect of both the Monday Competition and Saturday Competition, \$3.80 where four (4) Panels have been Marked on an Entry Form and \$1.90 for each set of two (2) additional Panels selected on that form;
 - (iii) In respect of both the Wednesday Competition and Saturday Competition, \$3.80 where four (4) Panels have been Marked on an Entry Form and \$1.90 for each set of two (2) additional Panels selected on that form;
 - (iv) In respect of the Monday Competition, Wednesday Competition and Saturday Competition, \$5.40 where four (4) Panels have been Marked on an Entry Form and \$2.70 for each set of two (2) additional Panels selected on that form;
 - (v) In respect of either the Monday Competition or Wednesday Competition, \$1.60 where four (4) Panels have been Marked on an Entry Form and \$0.80c for each set of two (2) additional Panels selected on that form;
 - (vi) In respect of the Saturday Competition, \$2.20 where four (4) Panels have been Marked on an Entry Form and \$1.10 for each set of two (2) additional Panels selected on that form.
- (e) 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.
- (f) 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) 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.
- (d) 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:

<i>System 7</i>	-	<i>seven (7) Numbers</i>
<i>System 8</i>	-	<i>eight (8) Numbers</i>
<i>System 9</i>	-	<i>nine (9) Numbers</i>
<i>System 10</i>	-	<i>ten (10) Numbers</i>
<i>System 11</i>	-	<i>eleven (11) Numbers</i>
<i>System 12</i>	-	<i>twelve (12) Numbers</i>
<i>System 13</i>	-	<i>thirteen (13) Numbers</i>
<i>System 14</i>	-	<i>fourteen (14) Numbers</i>
<i>System 15</i>	-	<i>fifteen (15) Numbers</i>
<i>System 16</i>	-	<i>sixteen (16) Numbers</i>
<i>System 17</i>	-	<i>seventeen (17) Numbers</i>
<i>System 18</i>	-	<i>eighteen (18) Numbers</i>

- (e) In respect of a Syndicate Entry where an Entry Form is used:
- (i) For the Monday Competition or the Wednesday Competition Numbers shall be Marked in a Panel in respect of a Systems Entry; so that eight (8), 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) For the Saturday Competition Numbers shall be Marked in a Panel in respect of a Systems Entry; so that nine (9), 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

- (iii) the appropriate Bounded Area shall be Marked on the Entry Form to select the particular system; and
- (iv) 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
- (v) 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:

In respect of the Monday competition or the Wednesday competition:

System 8	-	<i>eight (8) Numbers</i>
System 9	-	<i>nine (9) Numbers</i>
System 10	-	<i>ten (10) Numbers</i>
System 11	-	<i>eleven (11) Numbers</i>
System 12	-	<i>twelve (12) Numbers</i>
System 13	-	<i>thirteen (13) Numbers</i>
System 14	-	<i>fourteen (14) Numbers</i>
System 15	-	<i>fifteen (15) Numbers</i>
System 16	-	<i>sixteen (16) Numbers</i>
System 17	-	<i>seventeen (17) Numbers</i>
System 18	-	<i>eighteen (18) Numbers</i>

In respect of the Saturday competition:

System 9	-	<i>nine (9) Numbers</i>
System 10	-	<i>ten (10) Numbers</i>
System 11	-	<i>eleven (11) Numbers</i>
System 12	-	<i>twelve (12) Numbers</i>
System 13	-	<i>thirteen (13) Numbers</i>
System 14	-	<i>fourteen (14) Numbers</i>
System 15	-	<i>fifteen (15) Numbers</i>
System 16	-	<i>sixteen (16) Numbers</i>
System 17	-	<i>seventeen (17) Numbers</i>
System 18	-	<i>eighteen (18) Numbers</i>

- (f) 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(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rules 9(c) and 9(d), 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.

- (g) 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.
- (h) The Subscriptions for a Systems Entry are:
- (i) in respect of an Entry into both the Monday Competition and Wednesday Competition:

System Number	Equivalent Number of Standard Panels entered in both the Monday <u>AND</u> Wednesday Competitions	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper 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	1,716	1,372.80	13
14	3,003	2,402.40	14
15	5,005	4,004.00	15
16	8,008	6,406.40	16
17	12,376	9,900.80	17
18	18,564	14,851.20	18

- (ii) in respect of an Entry into either the Monday Competition or Wednesday Competition:

System Number	Equivalent Number of Standard Panels entered in both the Monday <u>OR</u> Wednesday Competitions	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
7	7	2.80	7
8	28	11.20	8
9	84	33.60	9
10	210	84.00	10
11	462	184.80	11
12	924	369.60	12
13	1,716	686.40	13
14	3,003	1,201.20	14
15	5,005	2,002.00	15
16	8,008	3,203.20	16
17	12,376	4,950.40	17

System Number	Equivalent Number of Standard Panels entered in both the Monday <u>OR</u> Wednesday Competitions	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
18	18,564	7,425.60	18

- (iii) in respect of an Entry into the Monday Competition and Wednesday Competition and Saturday Competition:

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 upper Panel
7	7	9.45	7
8	28	37.80	8
9	84	113.40	9
10	210	283.50	10
11	462	623.70	11
12	924	1,247.40	12
13	1,716	2,316.60	13
14	3,003	4,054.05	14
15	5,005	6,756.75	15
16	8,008	10,810.80	16
17	12,376	16,707.60	17
18	18,564	25,061.40	18

- (iv) in respect of an Entry into the Monday Competition and Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in both the Monday <u>AND</u> Saturday Competitions	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
7	7	6.65	7
8	28	26.60	8
9	84	79.80	9
10	210	199.50	10
11	462	438.90	11
12	924	877.80	12
13	1,716	1,630.20	13
14	3,003	2,852.85	14
15	5,005	4,754.75	15
16	8,008	7,607.60	16
17	12,376	11,757.20	17
18	18,564	17,635.80	18

- (v) in respect of an Entry into the Wednesday Competition and Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in both the Wednesday <u>AND</u> Saturday Competitions	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
7	7	6.65	7
8	28	26.60	8
9	84	79.80	9
10	210	199.50	10
11	462	438.90	11
12	924	877.80	12
13	1,716	1,630.20	13
14	3,003	2,852.85	14
15	5,005	4,754.75	15
16	8,008	7,607.60	16
17	12,376	11,757.20	17
18	18,564	17,635.80	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 upper Panel
7	7	3.85	7
8	28	15.40	8
9	84	46.20	9
10	210	115.50	10
11	462	254.10	11
12	924	508.20	12
13	1,716	943.80	13
14	3,003	1,651.65	14
15	5,005	2,752.75	15
16	8,008	4,404.40	16
17	12,376	6,806.80	17
18	18,564	10,210.20	18

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry may be made in respect of any of the consecutive Games of Lotto prescribed in Rule 10(d).
- (c) Either a Standard Entry or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) 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.
- (e) 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.
- (f) If a Multi-Week 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 may determine.
- (g) 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(d) or 10(f).

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) 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 Subscription or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to the Licensee in respect of an Entry or Syndicate Entry Share;
- (e) The form of payment of the Subscription or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
- (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an 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 close of acceptance of Entries into the first Monday Competition or Wednesday Competition or Saturday Competition relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Entry Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(g) and 19(m) 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
SYDNEY OLYMPIC PARK 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 Entry will be entered into the Game of Lotto by the Licensee before the close of acceptance of Entries into the first Monday Competition and/or Wednesday Competition and/or Saturday Competition for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope.

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (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 or its Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Lotto shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions and shall be used to:
- (i) fund the rounding up required pursuant to Rule 12(g);
 - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12(h) Division 1 and Rule 12(i) Division 1;
 - (iii) fund any prize payable pursuant to Rule 12(j), Rule 12(k) and Rule 12(l).
- (d) Prizes for each Game of Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(h), Division 1, Division 2, Division 3, Division 4 and Division 5, and Rule 12(i), Division 1, Division 2, Division 3, Division 4 and Division 5.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (g) Subject to Rule 12(f), 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.
- (h) 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 for other than Division 1 shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Rule 12(h) *Division 1 (ii)* the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that

contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

Division 1 -

- (i) A Prize of an amount equal to 54.4% 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) Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 54.4% 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) Winning Numbers in the Jackpot Drawing.

Division 2 -

A Prize of an amount equal to 3.0% 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 six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 5.5% of the Prize Pool, or where there is no Prize winner in Division 2, 8.5% 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 five (5) of the six (6) Winning Numbers.

Division 4 -

A Prize of an amount equal to 15.6% of the Prize Pool, or

- (1) where there is no Prize winner in Division 3, 21.1% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 2 and 3, 24.1% 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 six (6) Winning Numbers;

Division 5 -

A Prize of an amount equal to 21.5% of the Prize Pool, or

- (1) where there is no Prize winner in Division 4, 37.1% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 3 and 4, 42.6% of the Prize Pool; or
- (3) where there are no Prize winners in Divisions 2, 3 and 4, 45.6% 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 three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

(i) 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 process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Rule 12 (i) Division 1 (ii) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below:

Division 1 -

- (i) A Prize of an amount equal to 28% 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. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.
- (ii)
 - (1) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 28% 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 Drawing;

- (2) Subject to Rule 12(i)(ii)(3), in the event that there are no winners of the Jackpot Drawing referred to in Rule 12(i)(ii)(1), the amount held in the Prize Fund applicable to that Jackpot Drawing shall form part of the Division 1 Prize Pool for the next consecutive Game of Lotto;
- (3) In the event that there are no winners of the Division 1 Prize in the fourth (4th) consecutive Jackpot Drawing, (being the fifth (5th) consecutive Game of Lotto), then the amount held in the Prize Fund as the total prize money payable in respect of the fourth (4th) Jackpot Drawing shall be added to the 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 -

- (i) Subject to Rule 12(i)(ii)(3), a Prize of an amount equal to 6.3% 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 -

- (i) Subject to Rule 12(i)(ii)(3), a Prize of an amount equal to 11.9% of the Prize Pool or, where there is no Prize winner in Division 2, 18.2% 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 five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 -

- (i) Subject to Rule 12(i)(ii)(3), a Prize of an amount equal to 20.6% of the Prize Pool; or
 - (1) where there is no Prize winner in Division 3, 32.5% of the Prize Pool; or
 - (2) where there are no Prize winners in Divisions 2 and 3, 38.8% 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 four (4) but not more than four (4) of the six (6) Winning Numbers.

Division 5 -

- (i) Subject to Rule 12(i)(ii)(3), a Prize of an amount equal to 33.2% of the Prize Pool; or

- (1) where there is no Prize winner in Division 4, 53.8% of the Prize Pool; or
- (2) where there are no Prize winners in Divisions 3 and 4, 65.7% of the Prize Pool; or
- (3) where there are no Prize winners in Divisions 2, 3 and 4, 72.0% 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 six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

(j) Second Drawing

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

(k) A Game of Lotto may include:

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

(iii) Prizes paid pursuant to Rule 12(j);

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

(l) Prizes in a Game of Promotional Lotto

(i) The Prizes payable in a Game of Promotional Lotto may consist of one or more of the following:

- (1) money;
- (2) holidays;
- (3) travel;
- (4) accommodation;
- (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
- (6) Entries in a Game of Lotto or another lottery Conducted by the Licensee; and
- (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.

(ii) A Prize in a Game of Promotional Lotto must not consist of or include tobacco.

(iii) A Prize in a Game of Promotional Lotto must not consist of or include liquor within the meaning of the Liquor Act 1982.

(m) Determination of Prizes in a Game of Promotional Lotto

(i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto.

(ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto Conducted by it.

(iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Lotto, including (but not limited to) the following:

- (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
- (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
- (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;

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

RULE 13 ANNOUNCEMENT OF PRIZES

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

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Lotto:
- (i) Other than as provided for Registered Players and Registered Syndicate Players, any 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.
- (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 following the Drawing Date.
- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d), 14(e) and 14(f) above, a Player being eligible for a Prize on a 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.

(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 whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or

(ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.

(j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.

(k) A:

(i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or

(ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14(e);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l).

(l) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i) and 14(k), are:

- (i) the name and address of the Player or Syndicate Player;
 - (ii) the Ticket 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 \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rules 1(a)(xliv) or 1(a)(lxv) 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:
- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player or Syndicate Player;

the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.

- (x) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:

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

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

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

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

an Entry or a Syndicate 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 unacceptable form of remittance;
- (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 therefor 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.

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

- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:
- (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) and Rule 12(i)(ii) will apply;
 - (ii) otherwise the value and numbers of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4 and Division 5 and Rule 12(i) Division 2, Division 3, Division 4 and Division 5 as the case may be.

RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of 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 each 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 on behalf of the Licensee, the 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 EFFECTIVE DATE

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

RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO

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

RULE 19 A SYNDICATE ENTRY

- (a) An Entry as specified in column 1 of Schedule 3 and column 1 of Schedule 4 shall be a Syndicate Entry if specified in, respectively:
- (i) column 3 of Schedule 3; or
 - (ii) column 3 of Schedule 4.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in:
- (i) column 4 of Schedule 3; or
 - (ii) column 4 of Schedule 4.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
- (i) column 5 of Schedule 3; or
 - (ii) column 5 of Schedule 4.
- (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 close of acceptance of Entries into 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 close of acceptance of Entries, 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 PAYABLE FOR LOTTO
(MONDAY AND/OR WEDNESDAY COMPETITIONS)**

Entry Type	Number of Games	Monday OR Wednesday entry	Monday AND Wednesday entry
Standard (Per Panel)	4	\$0.25	\$0.40
	6	\$0.30	\$0.50
	8	\$0.40	\$0.60
	10	\$0.45	\$0.65
	12	\$0.50	\$0.70
	14	\$0.60	\$0.80
	16	\$0.70	\$0.85
	18	\$0.80	\$1.00
	24	\$0.90	\$1.20
	30	\$1.00	\$1.40
	36	\$1.50	\$1.70

Entry Type	System	Monday OR Wednesday entry	Monday AND Wednesday entry
System (Per Panel)	7	\$0.30	\$0.40
	8	\$0.80	\$1.10
	9	\$2.00	\$3.40
	10	\$4.00	\$7.90
	11	\$9.20	\$18.00
	12	\$18.40	\$35.00
	13	\$33.60	\$65.00
	14	\$61.80	\$120.00
	15	\$100.00	\$195.00
	16	\$160.80	\$310.00
	17	\$245.60	\$480.00
	18	\$370.40	\$735.00

Entry Type	Number of Weeks	Monday OR Wednesday entry	Monday AND Wednesday entry
Multi-Week Standard (Per Panel)			
(4 games)	2	\$0.35	\$0.50
	5	\$0.60	\$0.70
	10	\$1.20	\$1.30
	25	\$1.80	\$2.00
(6 games)	2	\$0.40	\$0.60
	5	\$0.65	\$0.80

Entry Type	Number of Weeks	Monday OR Wednesday entry	Monday AND Wednesday entry
Multi-Week Standard (Per Panel)			
	10	\$1.20	\$1.30
	25	\$1.80	\$2.00
(8 games)	2	\$0.45	\$0.70
	5	\$0.70	\$0.90
	10	\$1.40	\$1.50
	25	\$2.00	\$2.20
(10 games)	2	\$0.55	\$0.80
	5	\$0.80	\$1.00
	10	\$1.50	\$1.60
	25	\$2.20	\$2.30
(12 games)	2	\$0.60	\$0.90
	5	\$0.90	\$1.10
	10	\$1.50	\$1.70
	25	\$2.40	\$2.60
(14 games)	2	\$0.80	\$1.00
	5	\$0.90	\$1.10
	10	\$1.50	\$1.70
	25	\$2.40	\$2.60
(16 games)	2	\$0.90	\$1.10
	5	\$1.20	\$1.30
	10	\$1.80	\$2.00
	25	\$2.60	\$2.80
(18 games)	2	\$1.00	\$1.20
	5	\$1.30	\$1.60
	10	\$2.00	\$2.20
	25	\$2.70	\$3.20
(24 games)	2	\$1.10	\$1.40
	5	\$1.40	\$1.80
	10	\$2.20	\$2.70
	25	\$2.90	\$4.00
(30 games)	2	\$1.40	\$1.60

Entry Type	Number of Weeks	Monday OR Wednesday entry	Monday AND Wednesday entry
Multi-Week Standard (Per Panel)			
	5	\$1.90	\$2.20
	10	\$2.80	\$3.00
	25	\$4.50	\$4.80
(36 games)	2	\$1.70	\$2.00
	5	\$2.20	\$2.60
	10	\$3.20	\$3.80
	25	\$5.00	\$6.00

Entry Type	Number of Weeks	Monday OR Wednesday entry	Monday AND Wednesday entry
Multi-Week Systems (Per Panel)			
System 7	2	\$0.40	\$0.60
	5	\$0.60	\$0.90
	10	\$1.20	\$1.50
	25	\$2.70	\$2.80
System 8	2	\$1.00	\$1.40
	5	\$1.40	\$2.00
	10	\$3.00	\$4.00
	25	\$6.00	\$7.00
System 9	2	\$2.20	\$3.70
	5	\$2.40	\$4.00
	10	\$5.00	\$6.00
	25	\$8.00	\$9.00
System 10	2	\$4.40	\$9.00
	5	\$5.00	\$11.00
	10	\$6.00	\$13.00
	25	\$9.00	\$15.00
System 11	2	\$9.80	\$20.00
	5	\$11.00	\$23.00
	10	\$13.00	\$25.00
	25	\$20.00	\$30.00
System 12	2	\$20.00	\$38.00
	5	\$22.00	\$42.00

Entry Type	Number of Weeks	Monday OR Wednesday entry	Monday AND Wednesday entry
Multi-Week Systems (Per Panel)			
	10	\$25.00	\$46.00
	25	\$30.00	\$50.00
System 13	2	\$35.00	\$70.00
	5	\$40.00	\$75.00
	10	\$45.00	\$85.00
	25	\$50.00	\$100.00
System 14	2	\$64.00	\$125.00
	5	\$75.00	\$130.00
	10	\$85.00	\$140.00
	25	\$100.00	\$160.00
System 15	2	\$110.00	\$210.00
	5	\$120.00	\$230.00
	10	\$140.00	\$260.00
	25	\$160.00	\$300.00
System 16	2	\$165.00	\$320.00
	5	\$175.00	\$340.00
	10	\$185.00	\$365.00
	25	\$200.00	\$380.00
System 17	2	\$250.00	\$495.00
	5	\$260.00	\$510.00
	10	\$270.00	\$540.00
	25	\$300.00	\$600.00
System 18	2	\$375.00	\$745.00
	5	\$390.00	\$775.00
	10	\$400.00	\$790.00
	25	\$420.00	\$830.00

SCHEDULE 2**COMMISSION PAYABLE FOR LOTTO (SATURDAY COMPETITION)**

Entry Type	Number of Games	Single Entry
Standard (Per Panel)	4	\$0.25
	6	\$0.40
	8	\$0.50
	10	\$0.65
	12	\$0.80
	14	\$0.90
	16	\$1.00
	18	\$1.10
	24	\$1.50
	30	\$1.90
	36	\$2.10

Entry Type	System	Single Entry
System (Per Panel)	7	\$0.55
	8	\$1.20
	9	\$2.40
	10	\$6.00
	11	\$12.90
	12	\$25.80
	13	\$46.20
	14	\$80.85
	15	\$134.75
	16	\$219.60
	17	\$339.20
	18	\$499.80

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
(4 games)	2	\$0.50
	5	\$1.20
	10	\$2.30
	25	\$5.60
(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	\$9.40
(10 games)	2	\$1.30
	5	\$3.00
	10	\$6.00
	25	\$12.20
(12 games)	2	\$1.50
	5	\$3.60
	10	\$7.20
	25	\$14.50
(14 games)	2	\$1.70
	5	\$4.00
	10	\$7.80
	25	\$16.70
(16 games)	2	\$1.90
	5	\$4.50
	10	\$9.00
	25	\$18.90
(18 games)	2	\$2.00
	5	\$4.80
	10	\$9.60

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
	25	\$21.00
(24 games)	2	\$3.00
	5	\$7.00
	10	\$14.20
	25	\$28.40
(30 games)	2	\$3.80
	5	\$8.90
	10	\$17.80
	25	\$35.60
(36 games)	2	\$4.00
	5	\$10.20
	10	\$19.00
	25	\$38.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 7	2	\$0.70
	5	\$1.10
	10	\$2.20
	25	\$4.40
System 8	2	\$1.65
	5	\$2.40
	10	\$4.70
	25	\$9.30
System 9	2	\$3.00
	5	\$3.60
	10	\$6.30
	25	\$12.80
System 10	2	\$4.80
	5	\$6.40
	10	\$10.50
	25	\$21.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 11	2	\$10.10
	5	\$12.50
	10	\$22.70
	25	\$44.00
System 12	2	\$19.10
	5	\$23.50
	10	\$45.70
	25	\$89.00
System 13	2	\$31.20
	5	\$41.00
	10	\$66.00
	25	\$132.00
System 14	2	\$51.00
	5	\$66.00
	10	\$124.00
	25	\$145.00
System 15	2	\$85.00
	5	\$107.00
	10	\$203.00
	25	\$234.00
System 16	2	\$144.00
	5	\$179.00
	10	\$245.00
	25	\$286.00
System 17	2	\$205.00
	5	\$258.00
	10	\$360.00
	25	\$395.00
System 18	2	\$343.00
	5	\$423.00
	10	\$675.00
	25	\$715.00

SCHEDULE 3**SYNDICATE ENTRIES FOR 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 8	\$12.00	System 8	8	\$1.50
System 8	\$12.00	System 8	10	\$1.20
System 10	\$88.00	System 10	5	\$17.60
System 10	\$88.00	System 10	10	\$8.80
System 10	\$88.00	System 10	16	\$5.50
System 10	\$88.00	System 10	20	\$4.40
System 11	\$194.00	System 11	5	\$38.80
System 11	\$194.00	System 11	8	\$24.25
System 11	\$194.00	System 11	10	\$19.40
System 11	\$194.00	System 11	20	\$9.70
System 12	\$388.00	System 12	5	\$77.60
System 12	\$388.00	System 12	10	\$38.80
System 12	\$388.00	System 12	20	\$19.40
System 12	\$388.00	System 12	40	\$9.70
System 13	\$720.00	System 13	5	\$144.00
System 13	\$720.00	System 13	10	\$72.00
System 13	\$720.00	System 13	20	\$36.00
System 13	\$720.00	System 13	30	\$24.00
System 13	\$720.00	System 13	60	\$12.00
System 14	\$1,263.00	System 14	5	\$252.60
System 14	\$1,263.00	System 14	10	\$126.30
System 14	\$1,263.00	System 14	20	\$63.15
System 14	\$1,263.00	System 14	30	\$42.10
System 14	\$1,263.00	System 14	60	\$21.05
System 15	\$2,102.00	System 15	5	\$420.40
System 15	\$2,102.00	System 15	10	\$210.20
System 15	\$2,102.00	System 15	20	\$105.10
System 15	\$2,102.00	System 15	40	\$52.55
System 16	\$3,364.00	System 16	5	\$672.80
System 16	\$3,364.00	System 16	10	\$336.40
System 16	\$3,364.00	System 16	20	\$168.20
System 16	\$3,364.00	System 16	40	\$84.10
System 16	\$3,364.00	System 16	80	\$42.05

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 17	\$5,196.00	System 17	5	\$1,039.20
System 17	\$5,196.00	System 17	10	\$519.60
System 17	\$5,196.00	System 17	20	\$259.80
System 17	\$5,196.00	System 17	40	\$129.90
System 17	\$5,196.00	System 17	80	\$64.95
System 18	\$7,796.00	System 18	5	\$1,559.20
System 18	\$7,796.00	System 18	10	\$779.60
System 18	\$7,796.00	System 18	20	\$389.80
System 18	\$7,796.00	System 18	40	\$194.90
System 18	\$7,796.00	System 18	80	\$97.45

SCHEDULE 4**SYNDICATE ENTRIES FOR 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 9	\$48.60	System 9	6	\$8.10
System 9	\$48.60	System 9	12	\$4.05
System 10	\$121.50	System 10	5	\$24.30
System 10	\$121.50	System 10	10	\$12.15
System 10	\$121.50	System 10	15	\$8.10
System 11	\$267.00	System 11	5	\$53.40
System 11	\$267.00	System 11	10	\$26.70
System 11	\$267.00	System 11	15	\$17.80
System 12	\$534.00	System 12	5	\$106.80
System 12	\$534.00	System 12	10	\$53.40
System 12	\$534.00	System 12	15	\$35.60
System 12	\$534.00	System 12	20	\$26.70
System 12	\$534.00	System 12	30	\$17.80
System 13	\$990.00	System 13	5	\$198.00
System 13	\$990.00	System 13	10	\$99.00
System 13	\$990.00	System 13	22	\$45.00
System 13	\$990.00	System 13	30	\$33.00
System 13	\$990.00	System 13	55	\$18.00
System 13	\$990.00	System 13	60	\$16.50
System 14	\$1,732.50	System 14	5	\$346.50
System 14	\$1,732.50	System 14	11	\$157.50
System 14	\$1,732.50	System 14	21	\$82.50
System 14	\$1,732.50	System 14	33	\$52.50
System 14	\$1,732.50	System 14	55	\$31.50
System 15	\$2,887.50	System 15	5	\$577.50
System 15	\$2,887.50	System 15	11	\$262.50
System 15	\$2,887.50	System 15	25	\$115.50
System 15	\$2,887.50	System 15	35	\$82.50
System 15	\$2,887.50	System 15	55	\$52.50
System 16	\$4,624.00	System 16	5	\$924.80
System 16	\$4,624.00	System 16	10	\$462.40
System 16	\$4,624.00	System 16	20	\$231.20
System 16	\$4,624.00	System 16	40	\$115.60
System 17	\$7,146.00	System 17	5	\$1,429.20

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 17	\$7,146.00	System 17	10	\$714.60
System 17	\$7,146.00	System 17	20	\$357.30
System 17	\$7,146.00	System 17	40	\$178.65
System 18	\$10,710.00	System 18	5	\$2,142.00
System 18	\$10,710.00	System 18	12	\$892.50
System 18	\$10,710.00	System 18	20	\$535.50
System 18	\$10,710.00	System 18	30	\$357.00
System 18	\$10,710.00	System 18	60	\$178.50
System 18	\$10,710.00	System 18	70	\$153.00
System 18	\$10,710.00	System 18	105	\$102.00

PUBLIC LOTTERIES ACT 1996**Lotto Strike - Approval of Rules**

I, THE HONOURABLE KEVIN GREENE, MP, 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 Strike and Games of Promotional Lotto Strike by the New South Wales Lotteries Corporation Pty Ltd effective from 1 April 2010.

Dated this 23rd day of March 2010.

The Honourable KEVIN GREENE, M.P.,
Minister for Gaming and Racing
Minister for Sport and Recreation

PUBLIC LOTTERIES ACT 1996**LOTTO STRIKE RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Lotto Strike and Promotional Lotto Strike. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 1 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.



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
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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional Lotto;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Lotto Strike and Games of Promotional Lotto Strike Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or overseas authorities in Participating Areas for the Conduct by them of Games of Lotto Strike;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Direct Mail Agent to charge a 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 in respect of a Game of Lotto Strike 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 the central processing computer equipment of the Licensee; 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) "Boxed Entry" means an Entry referred to in Rule 9;
 - (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 an amount:
 - (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and

- (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xii) "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 Strike or Games of Promotional Lotto Strike;
- (xiii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:
- (1) a Player's Entry in a Game of Lotto Strike; and
 - (2) where appropriate a Player's entry in a Game of Promotional Lotto Strike
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xiv) "Conduct" in relation to a Game of Lotto Strike and a Game of Promotional Lotto Strike has the same meaning as assigned to it by Section 4(1) of the Act;
- (xv) "Corresponding Lotto Draw" means the Lotto Draw which is used to select the four (4) Winning Numbers for Lotto Strike;
- (xvi) "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 Strike and instructions with respect to a Game of Promotional Lotto Strike from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xvii) "Director" means a Director of the Board of Directors of the Licensee;
- (xviii) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for the Monday, Wednesday and Saturday competitions determined by the Licensee from time to time;
- (xix) "Drawing" means:
- (1) in relation to a Game of Lotto Strike (but not including a Second Drawing) the selection of the Winning Numbers by lot using a Drawing Device;
 - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;

- (xx) "Drawing Date" in relation to a Game of Lotto Strike means the date on which the Winning Numbers are selected in respect of that Game of Lotto Strike and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto Strike;
- (xxi) "Drawing Device" means equipment as Approved by the Minister from time to time used to Conduct a Drawing;
- (xxii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxiii) "Entry" means the Numbers in a Game of Lotto Strike which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(h)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription has been paid;
- (xxiv) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of Entry to enter a Game of Lotto Strike and/or a Game of Promotional Lotto Strike;
- (xxv) "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 Drawing/s.
- (xxvi) "Fee" means the sum of the Commission and Subscription;
- (xxvii) "Game of Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Promotional Lotto;
- (xxviii) "Game of Lotto Strike" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include a Game of Promotional Lotto Strike;
- (xxix) "Game of Promotional Lotto Strike" means a public lottery Conducted for the purpose of promoting a Game of Lotto Strike, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Lotto Strike; and

- (2) no further Subscription or Commission is charged;
- (xxx) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxxii) "Jackpot Drawing" means the next Drawing of a Game of Lotto Strike (other than a Second Drawing) as approved by the Licensee following the Drawing of a Game of Lotto Strike (other than a Second Drawing), where there is no winner in accordance with Rule 11(f) Division 1 (Strike 4)(i);
- (xxxiii) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxxiv) "Lotto Draw" means the Drawing of the Game of Lotto in accordance with the Licence granted to the Licensee;
- (xxxv) "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.
- (xxxvi) "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;
- (xxxvii) "Maximum Jackpot Drawing Prize" means the maximum amount payable as a Prize in a Jackpot Drawing as approved by the Licensee from time to time;
- (xxxviii) "Minister" means the Minister for the time being administering the Act;
- (xxxix) "Monday Competition" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xl) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xli) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xlii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xliii) "Numbers" has the same meaning as section 5 of the Act;

- (xlili) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike in Participating Areas overseas;
- (xliv) "Panel" means a separate matrix in relation to an Entry consisting of four (4) lines, each line consisting of the Numbers 1 to 10 (inclusive) and 20, 30 and 40 in arithmetical sequence in the Monday Competition, Wednesday Competition and Saturday Competition;
- (xlv) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto Strike under a corresponding law;
- (xlvi) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto Strike and who holds, bears and submits a ticket in the Game of Promotional Lotto Strike to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xlvii) "Prize" means any Prize determined in accordance with Rule 11;
- (xlviii) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto Strike as specified in Rule 11(a);
- (xlix) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Strike Prize Fund Account;
- (l) "Prize Pool" has the meaning in Rule 11(b);
- (li) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 11(c); and
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (lii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike pursuant to Section 12 of the Act;
- (liii) "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;

- (liv) "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;
- (lv) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (lvi) "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;
- (lvii) "Regulation" means a regulation made under the Act;
- (lviii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lix) "Saturday Competition" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Saturday of each week;
- (lx) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;
- (lxi) "Standard Entry" means an Entry referred to in Rule 8;
- (lxii) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fee; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lxiii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Subscription for a valid Entry in a Game of Lotto Strike, and which:
 - (1) contains Entry details; and
 - (2) may include a Ticket Serial Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
- (lxiv) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket and which constitute an official identification of the issue of a Ticket;
- (lxv) "Wednesday Competition" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Wednesday of each week;

(lxvi) "Winning Number" in relation to a Game of Lotto Strike (including a Second Drawing) means a number corresponding with, and selected in the exact same order as, one of the first four(4) numbers drawn in the Corresponding Lotto Draw.

(1) Example:

Numbers selected, in order of selection, are:

5, 15, 10, 20

The numbers drawn in the Corresponding Lotto Draw, in order of drawing, are:

10, 15, 20, 5

The Winning Number is:

15

(2) Example:

Numbers selected, in order of selection, are:

5, 15, 10, 20

The numbers drawn in the Corresponding Lotto Draw, in order of drawing, are:

5, 30, 10, 20

The Winning Numbers are:

5, 10, 20

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

- (i) a reference to the singular shall include the plural, and vice versa;
- (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

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

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

- (f) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
 - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction:
 - (iii) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (iv) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Lotto Strike in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto Strike in conjunction with another Game of Lotto Strike or separately from a Game of Lotto Strike or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Lotto Strike shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.

- (j) The Prize structure for a Game of Promotional Lotto Strike shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Game of Promotional Lotto Strike.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Lotto Strike some of the Prizes in the approved Prize structure may already have been won when a Player enters the Game of Promotional Lotto Strike leaving the balance of Prizes still available to be won by Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players in a Game of Promotional Lotto Strike of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Lotto Strike.
- (m) A ticket in a Game of Promotional Lotto Strike may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Lotto Strike may require the Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Game of Lotto Strike and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional Lotto Strike and shall be binding on all Players.
- (d) By entering a Game of Lotto Strike or Game of Promotional Lotto Strike, Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) 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 Strike is to select four (4) Numbers in a Panel, which Numbers are in the exact same order as the first four (4) Winning Numbers drawn in the corresponding Lotto Draw.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO STRIKE

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

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) A Lotto Strike Entry may be effected by using a Lotto Strike Entry Form or by Marking the Strike Bounded Area on a Lotto Entry Form. A Lotto Strike 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 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 claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where a Lotto Strike Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) A Number greater than 10, which is not 20, 30 or 40, must be selected by Marking, in accordance with this provision, the two Numbers the sum of which total the Number to be selected.

Example:

The Number 25 is to be selected by Marking the Numbers 5 and 20.

- (d) Each Lotto Strike Entry Form will contain Bounded Areas "Mon", "Wed" or "Sat". An Entry 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 in the Monday Competition only must be effected by marking "Mon" on the Entry Form. An Entry in the Wednesday Competition only must be effected by Marking "Wed" on the Entry Form. An Entry in the Saturday Competition only must be effected 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. A Boxed Entry must be effected by Marking the Bounded Area "Boxed Selection" on the Entry Form.
- (e) Where a Lotto Strike Entry is effected by Marking the Strike Bounded Area on a Lotto Entry Form, the Drawing Date for such Entry will be the same as the Drawing Date in respect of the Lotto Draw for which the Lotto Entry Form has been submitted.
- (f) A completed Entry Form or any other approved Entry 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 on the payment of the Subscription.
- (g) Subject to Rule 6(i) below acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form issued by the Licensee or its Agent to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.

- (h) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the close of acceptance of Entries into the Game of Lotto Strike as determined by the Licensee
- (j) An Agent who has sold an Entry may cancel the Entry or the Ticket to which it relates, with the approval of the Licensee on the day of purchase of the Entry prior to the close of acceptance of Entries into a Game of Lotto Strike. As determined by the Licensee when an Entry and the Ticket to which it relates have been cancelled by an Agent, the Player shall be refunded the Subscription and any Commission paid in respect of such Entry. A cancelled Entry and a cancelled Ticket relating to the cancelled Entry shall be void and no Prize shall be payable by the Licensee in respect of the cancelled Entry or Ticket.
- (k) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Lotto Strike effect a cancellation of an Entry or the Ticket issued in respect of such Entry. When an Entry or the Ticket issued in respect of such Entry has been cancelled the Player shall be refunded the Subscription in respect of such Entry. A cancelled Entry or cancelled Ticket relating to the cancelled Entry shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Ticket.
- (l) 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.
- (m) Where an Entry in a Game of Lotto Strike has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded in the Computer Records but:
 - (i) No Subscription has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of Lotto Strike; and
 - (ii) the Agent has failed to cancel the Entry before the close of acceptance of Entries in respect of that Game of Lotto Strike; then

the Agent shall be liable for and shall meet the cost of the Subscription in respect of that Entry and in such case, for the purposes of these Rules, such Agent shall:

- (iii) be considered a Player; and
 - (iv) be the holder of the Entry; and
 - (v) owe the Licensee the amount of the unpaid Subscription as a debt due and owing to the Licensee.
- (n) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (o) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or any other approved Entry whether received by post, telephone, facsimile or modem (internet) or otherwise. Entry into a Game of Lotto Strike by a Player with a 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 or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (p) 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.
- (q) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge the Player Commission in the amounts specified in these Rules in Schedule 1. By entering a Game of Lotto Strike the Player accepts liability to pay the Commission to the Licensee. The Subscriptions quoted in Rule 8 and Rule 9 exclude Commission.
- (b) A Direct Mail Agent may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of four (4) Numbers which may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Standard Entry, four (4) Numbers shall have been Marked in each Panel, comprising one (1) Number in each line in each Panel.
- (c) No fewer than one (1) Panel 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.
- (d) The Subscription for each Standard Entry shall be:
 - (i) In respect of both the Monday Competition and Wednesday Competition, \$2.00 for each Panel selected.
 - (ii) In respect of both the Monday Competition and Saturday Competition, \$2.00 for each Panel selected.
 - (iii) In respect of both the Wednesday Competition and Saturday Competition, \$2.00 for each Panel selected.
 - (iv) In respect of the Monday Competition, Wednesday Competition and Saturday Competition, \$3.00 for each Panel selected.
 - (v) In respect of either the Monday Competition or Wednesday Competition or Saturday Competition, \$1.00 for each Panel selected.
- (e) If more than four (4) 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 each line in that Panel in descending arithmetical sequence until four (4) Marked Numbers in the Panel, comprising one Number in each line in that Panel, remain.
- (f) If less than four (4) Numbers in a Panel, comprising one Number in each line 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 Strike shall not take effect and the Licensee shall return the Entry Form together with any Fees therewith to the Player.

RULE 9 BOXED ENTRY

- (a) A Boxed Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Boxed Entry is the equivalent of twenty four (24) Standard Games, and represents the entire twenty four (24) possible combinations of any four (4) selected Numbers.
- (c) Where a Boxed Entry is effected using an Entry Form, four (4) Numbers and the Bounded Area "Boxed Selection" are Marked on that form.
- (d) Only one Panel on the Entry Form may be Marked in respect of a Boxed Entry. An Automatic Entry may include no more than one (1) Boxed Entry.
- (e) Notwithstanding any other provision in these Rules, where a Mark on an Entry Form for a Boxed Entry which has been forwarded to the Licensee by post has not been made in accordance with this Rule 9, 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. Thereafter such Boxed Entry shall be included in that Game of Lotto Strike 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) The Subscription for a Boxed Entry in respect of one Drawing is \$24.00. In respect of a Boxed Entry in:
 - (i) Both the Monday Competition and Wednesday Competition, the Subscription is \$48.00.
 - (ii) Both the Monday Competition and Saturday Competition, the Subscription is \$48.00.
 - (iii) Both the Wednesday Competition and Saturday Competition, the Subscription is \$48.00.
 - (iv) The Monday Competition, Wednesday Competition and Saturday Competition, the Subscription is \$72.00.
- (g) Numbers selected in a Boxed Entry are Winning Numbers if they match any of the first four (4) numbers drawn, in any order, in the Corresponding Lotto Draw.

RULE 10 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Lotto Strike or Game of Promotional Lotto Strike.
- (c) An Entry or Automatic Entry may only be made through:
- (i) an Agent; or
 - (ii) by post in accordance with paragraphs (i), (l) and (m) of this Rule 10 provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) The correct Subscription and player registration fee (if applicable) must be paid by a Player to an Agent or to the Licensee in respect of an Entry.
- (e) The form of payment of the Subscription or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
- (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 12(b)(i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 10(f)(i) should be addressed:-

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Form or other form of Entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.

- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the close of acceptance of Entries relating to that Entry. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(i) no Ticket may be withdrawn or altered after issue to a 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
SYDNEY OLYMPIC PARK 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 Entry will be entered into the Game of Lotto Strike by the Licensee before the close of acceptance of Entries into the first Game of Lotto Strike for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope.

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (n) Form of entry in a Game of Promotional Lotto Strike:
 - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto Strike;
 - (ii) Without limiting Rule 10(n)(i), the form of entry in a Game of Promotional Lotto Strike may be any of the following (or combination of the following):
 - (1) part of a Ticket;
 - (2) any other ticket or document; and

- (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Lotto Strike is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto Strike:
- (1) constitutes the Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee, its Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto Strike.

RULE 11 PRIZES

- (a) The Prize Allocation in the Game of Lotto Strike shall be not less than sixty two percent (62%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto Strike shall be funded from the Prize Allocation and shall be not less than sixty percent (60%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Lotto Strike shall be funded from the Prize Allocation and shall retain an amount equal to two percent (2%) of Subscriptions and shall be used to:
- (i) fund the rounding up required pursuant to Rule 11(f);
 - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 11(f) Division 1;
 - (iii) fund any prize payable pursuant to Rule 11(h), Rule 11(i) and Rule 11(j).
- (d) Prizes for each Game of Lotto Strike shall be paid by the Licensee from the Prize Pool in accordance with the provisions and classifications of Rule 11(f) Division 1 (Strike 4), Division 2 (Strike 3), Division 3 (Strike 2) and Division 4 (Strike 1) Prizes.
- (e) Any such Prize shall, where only one (1) Entry is eligible for that Prize, be payable in respect of that Entry, or shall where two (2) or more Entries are eligible for that Prize, be shared equally between those Entries.
- (f) Subject to a rounding up process (which shall be to the nearest sum containing a ten (10) cent multiple) the Prize Pool shall be distributed as nearly as possible in the percentages shown below. Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where there is no winner in any one division, subject to the provisions of Division 1 (Strike 4) (ii) of this paragraph (c) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next lower division in the order as shown below. Where there is no winner in Division 3 (Strike 2) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next higher division.

Where there is no winner in Division 2 (Strike 3) and Division 3 (Strike 2) the Prize money payable in respect of those divisions shall be added to the Prize money allocated to Division 1 (Strike 4) and jackpotted to the Jackpot Drawing if not won in the current Draw.

Division 1 (Strike 4):

- (i) A Prize of an amount equal to 45% of the Prize Pool, less that proportion of the Prize Pool required to fund the Division 4 (Strike 1) Prize, shall be payable in respect of any Entry which, or shall be shared equally between any two (2) or more Entries each of which, contains all four (4) of the Winning Numbers.

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

- (ii) If no Prize in this division is payable in respect of any Entry in accordance with (i) above, the Prize which would otherwise have been payable shall be retained in the Prize Fund so as to form part of the monies which are payable in respect of any Entry which, or shared equally between any two (2) or more Entries each of which, contains all the Winning Numbers in the Jackpot Drawing, provided that at no time shall a Prize in a Jackpot Drawing exceed the Maximum Jackpot Drawing Prize.
- (iii) Where the Jackpot Drawing Prize has reached the approved maximum level as provided in (ii) above, those monies in excess of the approved maximum level that would otherwise have been payable shall be retained in the Prize Fund so as to form part of any Prize payable in accordance with (i) above.

Division 2 (Strike 3):

A Prize of an amount equal to 10% of the Prize Pool shall be payable in respect of any Entry which, or shall be shared equally between any two (2) or more Entries each of which contains three (3) but not more than three (3) Winning Numbers.

Division 3 (Strike 2):

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

Division 4 (Strike 1):

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

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

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Lotto Strike whether following a Monday 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 made in respect of the Monday Competition or Wednesday Competition or 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 shall not require the payment of any further Subscription;
 - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries each of which, contains all the Winning Numbers;
 - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer.
 - (v) the Second Drawing shall not constitute a separate Game of Lotto Strike but shall be part of either a Monday Competition and/or Wednesday Competition and/or Saturday Competition.
- (i) A Game of Lotto Strike may include:
- (i) an additional Prize or Prizes; and/or
 - (ii) Prizes paid on special occasions; and/or
 - (iii) Prizes paid pursuant to Rule 11(h).
- Any such Prize or Prizes may be paid in monetary terms or in kind.
- (j) Prizes in a Game of Promotional Lotto Strike:
- (i) The Prizes payable in a Game of Promotional Lotto Strike may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
 - (6) Entries in a Game of Lotto Strike or another lottery conducted by the Licensee; and
 - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
 - (ii) A Prize in a Game of Promotional Lotto Strike must not consist of or include tobacco.

- (iii) A Prize in a Game of Promotional Lotto Strike must not consist of or include liquor within the meaning of the Liquor Act 1982.

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

RULE 12 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Lotto Strike the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the Winning Numbers;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of 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 and Division 4.
- (b) Following each Drawing of a Game of Lotto Strike the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 10(f)(i) or where Provisional Prize Winners are not Registered Players;
 - (ii) information on the manner of payment of Prizes; and
 - (iii) the manner in which claims under Rules 13(a), 13(h), 13(i) and 13(k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto Strike as soon as possible after the completion of such Game of Promotional Lotto Strike.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 13 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Lotto Strike:
- (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 13(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 13(a)(i) is the day of receipt by the Licensee;
- (b) A Registered Player winning 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, the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 13(l) hereof.
- (c) For Registered Players, where a:
- (i) Prize must be claimed in accordance with Rule 13(b) hereof, the Prize may be paid in accordance with the procedure and conditions set out in Rule 13(d) hereof; and
 - (ii) Prize of one (1) free Standard Automatic Entry is to be paid in accordance with Rule 11(f) Division 4, such Prize will be paid by an Agent with a Computer Linked Terminal upon surrender of a winning Ticket not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Such Prizes not so claimed will be paid by the Licensee after the expiry of eight (8) weeks after the Drawing Date.
- (d) A Provisional Prize, shall not be payable as a Prize until after the expiry of the Provisional Period or six (6) calendar days after the lodgement of a Prize claim form, whichever is the latter, and shall be payable by cheque or, if requested by the Prize Winner by electronic funds transfer.
- (e) For Registered Players, any 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.
- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, 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 following the Drawing Date.

- (g) Subject to Rules 13(a), 13(b), 13(c), 13(d), 13(e) and 13(f) 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 not paid by an Agent in accordance with Rule 13(f) will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
- (i) Registered Player who claims to be entitled to a Provisional Prize pursuant to Rule 13(b) and who has not been notified within five (5) days in accordance with Rule 13(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
- (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 13(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 13(i) will be rejected and the Licensee shall have no liability in relation thereto.

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

- (ii) the Ticket Serial Number;
 - (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's registration number if a Registered Player;
 - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
 - (vi) such further evidence or information as the Licensee requires;
- (m) A Division 4 (Strike 1) Prize not claimed through a Computer Linked Terminal within a period of time determined by the Chief Executive Officer will be processed in accordance with the following:
- (i) A Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
 - (1) where the cash Prize is a Provisional Prize, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer;
 - (2) where the cash Prize does not exceed \$1,000.00, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer;
 - (ii) A Registered Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry. The free Standard Entry will be sent by mail;
 - (iii) A Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
 - (1) where the cash Prize is a Provisional Prize, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
 - (2) where the cash Prize does not exceed \$1,000.00, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
 - (iv) A Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry following receipt of a Prize claim form containing or accompanied by the like particulars set out in Rule 13(l) and any other evidence that the Chief Executive Officer may from time to time require;

- (n) Notwithstanding the provisions of this Rule 13 if an Entry which would otherwise have been entitled to a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize as is being paid to winning Players or such other Prize amount as determined by the Chief Executive Officer.
- (o) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rule 1(xlvi) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (p) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (q) Subject to Rule 13(i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.
- (r) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (s) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (t) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (u) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
 - (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player;
- (v) Where payment 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, to the name and address appearing on the Licensee's records relating to that Player.

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same.

- (w) Any Prize sent by the Licensee to a Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (x) The payment of all Prizes pursuant to this Rule 13 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 13 and the Chief Executive Officer is, after such payment has been made, of the view that:
- (i) the Player was not the Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player;
- the Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.
- (y) A Prize may be claimed through an Agent or by mail direct to:
- The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*
- or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize may be forwarded by an Agent to the Licensee at the request of a Player or the Player may forward the Prize claim form to the Licensee direct.
- (z) Any Prize to be paid in accordance with Rule 11(h) or Rule 11(j) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (aa) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (bb) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (cc) 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.
- (dd) Payment of Prizes in a Game of Promotional Lotto Strike
- (i) A Prize is not payable in a Game of Promotional Lotto Strike unless:
 - (1) The entry submitted in a Game of Promotional Lotto Strike is in the form determined by the Chief Executive Officer under Rule 10(n)(i); and

- (2) If the form of entry requires the Player to have purchased a Ticket in a Game of Lotto Strike, the Ticket in the Game of Lotto Strike must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Lotto Strike is valid; and
 - (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto Strike advertised under Rule 11(k)(ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Lotto Strike a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto Strike is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto Strike, on which such a test is recorded, if the entry does not satisfy the test.

RULE 14 DISQUALIFICATIONS

(a) Notwithstanding that:

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

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

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

- (i) if more than one Panel is completed on a Boxed Entry;
- (ii) tender of insufficient Fee, a dishonoured cheque or unacceptable form of remittance;
- (iii) the Player has defaulted in payment of any previous Fee;
- (iv) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (v) Ticket fails any security tests of the Licensee;
- (vi) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
- (vii) a malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
- (viii) any other breach of these Rules which justifies disqualification.

(c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an entry has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Subscription paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such entry.

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

(e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 14(d) then:

- (i) in the case of a Division 1 (Strike 4) Prize, the provisions of Rule 11(f)(ii) will apply;

- (ii) otherwise the value and number of winners will be varied in accordance with Rule 11(f) Division 2 (Strike 3), Division 3 (Strike 2), and Division 4 (Strike 1) as the case may be.

RULE 15 LIMITATION OF LIABILITY

- (a) By entering a Game of Lotto Strike or a Game of Promotional Lotto Strike a Player acknowledges that he or she has entered into an agreement with the Licensee and the 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 any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Lotto Strike for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Lotto Strike. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 13.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
 - (ii) without prejudice to the generality of Rule 15(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of Prizes;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize;
 - (4) the inclusion of an Entry in any particular Game of Lotto Strike or entry in a Game of Promotional Lotto Strike received by way of Entry 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 15(d)(i) and Rule 15(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 each and every Employee of an Agent shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
 - (ii) without prejudice to the generality of Rule 15(e)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize; or
 - (4) the inclusion of an Entry in any particular Game of Lotto Strike or an entry in any particular Game of Promotional Lotto Strike received by way of Entry 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 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 Strike or Game of Promotional Lotto Strike due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto Strike, an Agent shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Agent shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 15(h), in the acceptance of Commission in respect of an Entry by an Agent on behalf of the Licensee, the Agent shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 15(a) to 15(j) inclusive as those protected by said Rules.

RULE 16 EFFECTIVE DATE

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

RULE 17 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO STRIKE

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

SCHEDULE 1**COMMISSION PAYABLE FOR LOTTO STRIKE GAMES**

Entry Type	Number of Games	1 draw	2 draws	3 draws
Standard (Per Panel)	1	\$0.20	\$0.40	\$0.60
	2	\$0.20	\$0.40	\$0.60
	3	\$0.20	\$0.40	\$0.60
	4	\$0.25	\$0.50	\$0.75
	5	\$0.30	\$0.60	\$0.90
	6	\$0.35	\$0.70	\$1.05
	7	\$0.40	\$0.80	\$1.20
	8	\$0.45	\$0.90	\$1.35
	9	\$0.50	\$1.00	\$1.50
Boxed	24	\$1.20	\$2.40	\$3.60

PUBLIC LOTTERIES ACT 1996**Oz Lotto - Approval of Rules**

I, THE HONOURABLE KEVIN GREENE, MP, 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 Pty Ltd effective from 7 April 2010.

Dated this 23rd day of March 2010.

The Honourable KEVIN GREENE, M.P.,
Minister for Gaming and Racing
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 7 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.



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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Games of OZ Lotto and entries into Games of Promotional OZ Lotto;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of OZ Lotto and Games of Promotional OZ Lotto Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of OZ Lotto;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer 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:
 - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; 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 an amount:
 - (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and

- (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of 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 a Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of OZ Lotto;
 - (2) a Syndicate Entry in a Game of OZ Lotto;
 - (3) a Syndicate Player's Syndicate Entry Share in a Game of OZ Lotto; and
 - (4) where appropriate a Player's entry in a Game of Promotional OZ Lotto
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Conduct" in relation to a Game of OZ Lotto and a Game of Promotional OZ Lotto has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiv) "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. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for a Drawing of a Game of OZ Lotto, determined by the Licensee from time to time;
- (xvii) "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;

- (xviii) "Drawing Date" in relation to a Game of OZ Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in a Drawing in respect of that Game of OZ Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of OZ Lotto;
- (xix) "Drawing Device" means equipment as Approved by the Minister from time to time used to Conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxi) "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;
- (xxii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Game of OZ Lotto and/or a Game of Promotional OZ Lotto;
- (xxiii) "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;
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Game of OZ Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional OZ Lotto;
- (xxvi) "Game of Promotional OZ Lotto" means a public lottery Conducted for the purpose of promoting a Game of OZ Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of OZ Lotto; and
 - (2) no further Subscription or Commission or Syndicate Share Fee is charged;

- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Drawing" means the next Drawing of a Game of OZ Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of a Game of OZ Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12(i) Division 1(i);
- (xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (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) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxiv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxv) "Multi-Week Entry " means an Entry referred to in Rule 10;
- (xxxvi) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxvii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxviii) "Overseas Authority" means a person who is authorised to Conduct Games of OZ Lotto and Games of Promotional OZ Lotto in Participating Areas overseas;
- (xxxix) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 45 in arithmetical sequence;
- (xl) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of OZ Lotto under a corresponding law;
- (xli) "Player" means a person who:

- (1) has paid the correct Subscription and Commission for a valid Entry; and
- (2) holds, bears and submits a valid Ticket to the Licensee, an 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 OZ Lotto to the Licensee or an Agent for the purposes of receiving a Prize;

- (xlii) "Prize" means any Prize determined in accordance with Rule 12;
- (xliii) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of OZ Lotto as specified in Rule 12(a);
- (xliv) "Prize Fund" means an account established under Section 27 of the Act and known as the OZ Lotto Prize Fund Account;
- (xlv) "Prize Pool" has the meaning in Rule 12(b);
- (xlvi) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) The amounts specified in Rule 12(c); and
 - (2) An amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlvii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of OZ Lotto and Games of Promotional OZ Lotto pursuant to Section 12 of the Act;
- (xlviii) "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;
- (xlix) "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;
- (l) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (li) "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;
- (lii) "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;

- (liii) "Regulation" means a regulation made under the Act;
- (liv) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lv) "Second Drawing" means an additional Drawing Conducted as part of a Game of OZ Lotto in accordance with the Rules;
- (lvi) "Standard Entry" means an entry referred to in Rule 8;
- (lvii) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lviii) "Supplementary Numbers" in relation to a Game of OZ Lotto means the eighth and ninth Numbers drawn for each game;
- (lix) "Syndicate Entry" has the meaning in Rule 19(a);
- (lx) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in column 4 of Schedule 2;
- (lxi) "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 or an 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 or an Agent for the purposes of receiving a Prize;
- (lxii) "Syndicate Share Fee" means the amount specified in column 5 of Schedule 2;
- (lxiii) "Systems Entry" means an Entry referred to in Rule 9;
- (lxiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct 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 tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
 - (lxv) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket and which constitute official verification of the valid issue of a Ticket;
 - (lxvi) "Winning Numbers" in relation to a Game of OZ Lotto (including a Second Drawing) means the first seven Numbers drawn for each Drawing of a Game of OZ Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

- (a) These Rules are to be read subject to the Act its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of OZ Lotto and Game of Promotional OZ Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of OZ Lotto shall take place after the acceptance of Entries and Syndicate Entry Shares has closed for that Game of OZ Lotto.
- (d) Games of OZ Lotto will be drawn on Tuesday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be Conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s).
- (f) Certification of the validity of a Drawing by the Minister's nominees shall be final and binding on all Players and Syndicate Players.
- (g) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s and/or Supplementary Number/s;
 - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction;
 - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (h) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (i) The Licensee may Conduct a Game of Promotional OZ Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional OZ Lotto in conjunction with another Game of OZ Lotto or separately from a Game of OZ Lotto or otherwise in conjunction with another lottery Conducted by the Licensee.

- (j) A Game of Promotional OZ Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (k) The Prize structure for a Game of Promotional OZ Lotto shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional OZ Lotto.
- (l) During the period in which the Licensee accepts entries in a Game of Promotional OZ Lotto some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional OZ Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (m) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional OZ Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional OZ Lotto.
- (n) A ticket in a Game of Promotional OZ Lotto may include one or more Prizes to be won on the same ticket.
- (o) A Game of Promotional OZ Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on Entry 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 the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional OZ Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of OZ Lotto or a Game of Promotional OZ Lotto, Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An 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 close of acceptance of Entries into 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 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 correct 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 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 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 claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) A completed Entry Form or any other approved Entry or Syndicate Entry Share 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 on the payment of the Subscription or Syndicate Share Fee.
- (d) Subject to Rule 6(f) 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 to the Player or Syndicate Player evidencing the 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 issued to the Player or Syndicate Player.
- (e) 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.
- (f) Where Rule 19(m) applies, a Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Entry Share to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry or Syndicate Entry Share to which it relates on that day provided it is returned on the day of purchase to the place of purchase and prior to the close of acceptance of Entries into a Game of OZ Lotto as determined by the Licensee.
- (g) Where Rule 19(m) applies, an Agent who has sold an Entry or a Syndicate Entry Share may cancel the Entry or the Syndicate Entry Share or the Ticket to which it relates, with the approval of the Licensee, on the day of purchase of the Entry or Syndicate Entry Share, prior to the close of acceptance of Entries into a Game of OZ Lotto. As determined by the Licensee, when an Entry or a Syndicate Entry Share and the Ticket to which it relates have been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription and any Commission paid in respect of such Entry, or in the case of a Syndicate Entry Share shall be refunded the Syndicate Share Fee.

A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of the cancelled Entry or Syndicate Entry Share or Ticket.

- (h) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of OZ Lotto effect a cancellation of an Entry or a Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share. When an Entry or Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share have been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be in respect of such Entry or Syndicate Entry Share. A cancelled Entry or Syndicate Entry Share or cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Syndicate Entry Share or Ticket.
- (i) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by 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.
- (j) Where an Entry or Syndicate Entry Share in a Game of OZ Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Subscription or Syndicate Share Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of OZ Lotto; and
 - (ii) the Agent has failed to cancel the Entry or Syndicate Entry Share before the close of acceptance of Entries in respect of that Game of OZ Lotto; 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 Entry or Syndicate Entry Share and in such case, for the purposes of these Rules, such Agent shall:

- (iii) be considered a Player or Syndicate Player as the case may be; and
- (iv) be the holder of the Entry or Syndicate Entry Share, as the case may be; and

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

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in these Rules in Schedule 1. By entering a Game of OZ Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of OZ Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.
- (b) A Direct Mail Agent may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of seven (7) Numbers 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, seven (7) Numbers shall have been Marked in each Panel completed on that form.
- (c) No fewer than one (1) Panel 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.
- (d) The Subscription for each Standard Entry shall be \$1.00 for each game Panel completed.
- (e) If more than seven (7) 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 seven (7) Marked Numbers remain.
- (f) If less than seven (7) 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 OZ 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 seven (7) Numbers shall be marked 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 on that form.
- (c) 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.
- (d) 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 8	-	<i>eight (8) Numbers</i>
System 9	-	<i>nine (9) Numbers</i>
System 10	-	<i>ten (10) Numbers</i>
System 11	-	<i>eleven (11) Numbers</i>
System 12	-	<i>twelve (12) Numbers</i>
System 13	-	<i>thirteen (13) Numbers</i>
System 14	-	<i>fourteen (14) Numbers</i>
System 15	-	<i>fifteen (15) Numbers</i>
System 16	-	<i>sixteen (16) Numbers</i>
System 17	-	<i>seventeen (17) Numbers</i>
System 18	-	<i>eighteen (18) Numbers</i>

- (e) In respect of a Syndicate Entry where an Entry Form is used:
- (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 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

- (f) 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(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rules 9(c) and 9(d), 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 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.
- (g) 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.
- (h) 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	\$8.00	8
9	36	\$36.00	9
10	120	\$120.00	10
11	330	\$330.00	11
12	792	\$792.00	12
13	1,716	\$1,716.00	13
14	3,432	\$3,432.00	14
15	6,435	\$6,435.00	15
16	11,440	\$11,440.00	16
17	19,448	\$19,448.00	17
18	31,824	\$31,824.00	18

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry may be made in respect of any of the consecutive Games of OZ Lotto prescribed in Rule 10(f).
- (c) Either a Standard Entry Form or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry Form.
- (e) A Syndicate Entry is not available as a Multi-week Entry.
- (f) A Multi-Week Entry may be made in two (2), five (5), ten (10) or twenty-five (25) consecutive Games of OZ Lotto.
- (g) Where an Entry Form is used in respect of 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 that Entry Form.
- (h) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(g), 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 may determine.
- (i) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry in a Game of OZ Lotto multiplied by the number of consecutive Games of OZ Lotto in which the Entry is made under this Rule 10(g) or 10(h).

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of OZ Lotto or a Game of Promotional OZ Lotto.
- (c) An Entry or Automatic Entry may only be made through:
- (i) An Agent; or
 - (ii) 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 Subscription or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to the Licensee in respect of an Entry or Syndicate Entry Share.
- (e) The form of payment of the Subscription or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
- (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an 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 close of acceptance of Entries into the first Game of OZ Lotto relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Entry Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(f) and 19(m), 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
SYDNEY OLYMPIC PARK 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 Entry will be entered into the Game of OZ Lotto by the Licensee before the close of acceptance of Entries into the first Game of OZ Lotto for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on stamped self-addressed envelope;

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted;

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (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 to the entrant evidencing the processing of an entry in the Game of Promotional OZ Lotto.

RULE 12 PRIZES

- (a) The Prize Allocation in a Game of OZ Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of OZ Lotto shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of OZ Lotto shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions, and shall be used to:
 - (i) fund the rounding up required pursuant to Rule 12(g);
 - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12(i) Division 1;
 - (iii) fund any prize payable pursuant to Rule 12(j), Rule 12(k) and Rule 12(l).
- (d) Prizes for each Game of OZ Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(i) Division 1, Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (g) Subject to Rule 12(f), 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.
- (h) 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.
- (i) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified.

Division 1 -

- (i) A Prize of an amount equal to 40% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared

equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all seven (7) Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee;

- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize 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 seven (7) Winning Numbers in the Jackpot Drawing; 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 Prize winner 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 1.8% of the Prize Pool, or

- (i) where there is no Prize winner in Division 3, 5.3% of the Prize Pool; or
- (ii) where there are no Prize winners 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 2.1% of the Prize Pool, or:

- (i) where there is no Prize winner in Division 4, 3.9% of the Prize Pool; or
- (ii) where there is no Prize winners in Division 3 and 4, 7.4% of the Prize Pool; or
- (iii) where there are no Prize winners in Division 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 24% of the Prize Pool, or:

- (iv) where there is no Prize winner in Division 5, 26.1% of the Prize Pool; or
- (v) where there are no Prize winners in Divisions 4 and 5, 27.9% of the Prize Pool; or
- (vi) where there are no Prize winners in Divisions 3, 4 and 5, 31.4% of the Prize Pool; or
- (vii) where there are no Prize winners 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 26.9% of the Prize Pool, or:

- (i) where there is no Prize winner in Division 6, 50.9% of the Prize Pool; or
- (i) where there are no Prize winners in Divisions 5 and 6, 53.0% of the Prize Pool; or
- (ii) where there are no Prize winners in Divisions 4, 5 and 6, 54.8% of the Prize Pool; or
- (iii) where there are no Prize winners in Divisions 3, 4, 5 and 6, 58.3% of the Prize Pool; or

- (iv) where there are no Prize winners 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.

- (j) Second Drawing

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

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

- (k) A Game of OZ Lotto may include:

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

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

- (l) Prizes in a Game of Promotional OZ Lotto

- (i) The Prizes payable in a Game of Promotional OZ Lotto may consist of one or more of the following:

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

- (iv) The Prizes in a Game of Promotional OZ Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional OZ Lotto.

RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of OZ Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the Winning Numbers and the Supplementary Numbers;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
 - (iv) the value of 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) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional OZ Lotto as soon as possible after the completion of such Game of Promotional OZ Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

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 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 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.
- (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 not less than eight (8) weeks following the Drawing Date.

- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d), 14(e) and 14(f) above, a Player being eligible for a Prize on a 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.
- (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 whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal ; or
- (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.

- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not has not been paid in accordance with Rule 14(e);

must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14(l).

- (l) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i), and 14(k) are:
- (i) the name and address of the Player or Syndicate Player;
 - (ii) the Ticket 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 person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rules 1(a)(xli) or 1(a)(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 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:
 - (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player or Syndicate Player;

the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.

- (x) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:

*The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive*

SYDNEY OLYMPIC PARK NSW 2127

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

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

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

an Entry or a Syndicate 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 unacceptable form of remittance;
- (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 therefor 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.

- (d) If an Entry or Syndicate Entry that would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:
 - (i) in the case of a Division 1 Prize, the provisions of Rule 12(i)(ii) will apply;
 - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(i) Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 as the case may be.

RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of OZ Lotto or a Game of Promotional OZ Lotto a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the 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 each 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 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, on behalf of the Licensee, the 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 EFFECTIVE DATE

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

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

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

RULE 19 SYNDICATE ENTRIES

- (a) An Entry as specified in column 1 of Schedule 2 shall be a Syndicate Entry if specified in column 3, Schedule 2.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in column 4 of Schedule 2.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in 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 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 close of acceptance of Entries into 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 close of acceptance of Entries, 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 PAYABLE FOR OZ LOTTO**

Entry Type	No. of Games	Single Entry
Standard (Per Panel)	1	\$0.10
	2	\$0.20
	3	\$0.25
	4	\$0.30
	5	\$0.35
	6	\$0.40
	7	\$0.45
	8	\$0.50
	9	\$0.55
	10	\$0.60
	11	\$0.65
	12	\$0.70
	13	\$0.75
	14	\$0.80
	15	\$0.85
	16	\$0.90
	17	\$0.95
	18	\$1.00
	24	\$1.30
	36	\$1.95

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	\$1,596.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
(1 game)	2	\$0.15
	5	\$0.25
	10	\$0.50
	25	\$1.20
(2 games)	2	\$0.30
	5	\$0.50
	10	\$1.00
	25	\$1.50
(3 games)	2	\$0.35
	5	\$0.65
	10	\$1.30
	25	\$1.95
(4 games)	2	\$0.40
	5	\$0.75
	10	\$1.50
	25	\$2.25
(5 games)	2	\$0.50
	5	\$0.90
	10	\$1.80
	25	\$2.70
(6 games)	2	\$0.55
	5	\$1.00
	10	\$2.00
	25	\$3.00
(7 games)	2	\$0.60
	5	\$1.15
	10	\$2.30
	25	\$3.45
(8 games)	2	\$0.65
	5	\$1.25
	10	\$2.50
	25	\$3.75
(9 games)	2	\$0.75
	5	\$1.40
	10	\$2.80
	25	\$4.20

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
(10 games)	2	\$0.85
	5	\$1.50
	10	\$3.00
	25	\$4.50
(11 games)	2	\$0.90
	5	\$1.65
	10	\$3.30
	25	\$4.95
(12 games)	2	\$1.00
	5	\$1.75
	10	\$3.50
	25	\$5.25
(13 games)	2	\$1.10
	5	\$1.90
	10	\$3.90
	25	\$5.65
(14 games)	2	\$1.20
	5	\$2.10
	10	\$4.20
	25	\$6.05
(15 games)	2	\$1.25
	5	\$2.20
	10	\$4.50
	25	\$6.45
(16 games)	2	\$1.30
	5	\$2.40
	10	\$4.90
	25	\$6.90
(17 games)	2	\$1.35
	5	\$2.60
	10	\$5.20
	25	\$7.30
(18 games)	2	\$1.45
	5	\$2.80
	10	\$5.40
	25	\$7.70
(24 games)	2	\$1.85

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
	5	\$3.50
	10	\$7.00
	25	\$9.80
(36 games)	2	\$2.70
	5	\$4.50
	10	\$8.00
	25	\$11.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 8	2	\$0.80
	5	\$1.60
	10	\$3.20
	25	\$6.40
System 9	2	\$3.20
	5	\$6.40
	10	\$12.80
	25	\$25.60
System 10	2	\$8.00
	5	\$14.00
	10	\$28.00
	25	\$56.00
System 11	2	\$18.00
	5	\$26.00
	10	\$52.00
	25	\$104.00
System 12	2	\$42.00
	5	\$60.00
	10	\$96.00
	25	\$192.00
System 13	2	\$100.00
	5	\$150.00
	10	\$204.00
	25	\$408.00
System 14	2	\$200.00
	5	\$240.00
	10	\$400.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
	25	\$800.00
System 15	2	\$400.00
	5	\$600.00
	10	\$720.00
	25	\$1,440.00
System 16	2	\$700.00
	5	\$900.00
	10	\$1,200.00
	25	\$2,400.00
System 17	2	\$1,100.00
	5	\$1,400.00
	10	\$2,000.00
	25	\$4,000.00
System 18	2	\$1,800.00
	5	\$2,600.00
	10	\$3,600.00
	25	\$7,200.00

SCHEDULE 2**COMMISSION & SUBSCRIPTION PAYABLE FOR OZ LOTTO GAMES**

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	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	\$1,800.00	System 13	5	\$360.00
System 13	\$1,800.00	System 13	10	\$180.00
System 13	\$1,800.00	System 13	20	\$90.00
System 13	\$1,800.00	System 13	30	\$60.00
System 13	\$1,800.00	System 13	40	\$45.00
System 13	\$1,800.00	System 13	50	\$36.00
System 13	\$1,800.00	System 13	60	\$30.00
System 13	\$1,800.00	System 13	100	\$18.00
System 14	\$3,604.00	System 14	5	\$720.80
System 14	\$3,604.00	System 14	10	\$360.40
System 14	\$3,604.00	System 14	20	\$180.20
System 14	\$3,604.00	System 14	40	\$90.10
System 14	\$3,604.00	System 14	80	\$45.05
System 15	\$6,760.00	System 15	5	\$1,352.00
System 15	\$6,760.00	System 15	10	\$676.00
System 15	\$6,760.00	System 15	20	\$338.00
System 15	\$6,760.00	System 15	50	\$135.20
System 15	\$6,760.00	System 15	52	\$130.00
System 15	\$6,760.00	System 15	100	\$67.60

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 16	\$12,012.00	System 16	5	\$2402.40
System 16	\$12,012.00	System 16	10	\$1201.20
System 16	\$12,012.00	System 16	20	\$600.60
System 16	\$12,012.00	System 16	40	\$300.30
System 16	\$12,012.00	System 16	44	\$273.00
System 16	\$12,012.00	System 16	88	\$136.50
System 16	\$12,012.00	System 16	176	\$68.25
System 17	\$20,420.00	System 17	5	\$4,084.00
System 17	\$20,420.00	System 17	10	\$2,042.00
System 17	\$20,420.00	System 17	20	\$1,021.00
System 17	\$20,420.00	System 17	40	\$510.50
System 17	\$20,420.00	System 17	50	\$408.40
System 17	\$20,420.00	System 17	100	\$204.20
System 17	\$20,420.00	System 17	200	\$102.10
System 18	\$33,420.00	System 18	5	\$6,684.00
System 18	\$33,420.00	System 18	10	\$3,342.00
System 18	\$33,420.00	System 18	20	\$1,671.00
System 18	\$33,420.00	System 18	50	\$668.40
System 18	\$33,420.00	System 18	100	\$334.20
System 18	\$33,420.00	System 18	200	\$167.10
System 18	\$33,420.00	System 18	300	\$111.40

PUBLIC LOTTERIES ACT 1996**Soccer Football Pools - Approval of Rules**

I, THE HONOURABLE KEVIN GREENE, MP, 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 Pty Ltd effective from 4 April 2010.

Dated this 23rd day of March 2010.

The Honourable KEVIN GREENE, M.P.,
Minister for Gaming and Racing
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 4 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.



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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entries into Games of Pools and entries into Games of Promotional Pools;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Pools and Games of Promotional Pools Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Pools;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer 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) "Authority" means the body or bodies responsible for declaring the outcome of Matches;
 - (viii) "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:
 - (1) the selection of Numbers is made by way of Computer Linked Terminal or the central processing computer equipment of the Licensee; or
 - (2) the Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
 - (ix) "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;
 - (x) "Bloc Administrator" means the Australian lottery organisation for the time being responsible for administering the Game of Pools, including approving the List of Matches and arranging for their publication;
 - (xi) "Bounded Area" means the area indicated as such by the symbols  or  on the relevant Entry Form containing Numbers;

- (xii) "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);
- (xiii) "Commission" means an amount:
- (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
 - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xiv) "Competition Date" means the date or dates fixed for the playing of the Matches the subject of a Game of Pools;
- (xv) "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;
- (xvi) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of Pools;
 - (2) a Syndicate Entry in a Game of Pools;
 - (3) a Syndicate Player's Syndicate 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;
- (xvii) "Conduct" in relation to a Game of Pools and a Game of Promotional Pools has the same meaning as assigned to it by Section 4(1) of the Act;
- (xviii) "Contractor" means the body that compiles the List of Matches and provides the Results to the Game Administrator;
- (xix) "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. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;

- (xx) "Director" means a Director of the Board of Directors of the Licensee;
- (xxi) "Drawing" is where Winning Match Number/s and/or the Supplementary Match Number are determined by a Drawing Device;
- (xxii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xxiii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxiv) "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;
- (xxv) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Game of Pools and/or a Game of Promotional Pools;
- (xxvi) "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 Games of Pools.
- (xxvii) "Fee" means the sum of the Commission and Subscription;
- (xxviii) "Game of Pools" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Pools;
- (xxix) "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;

- (xxx) "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;
- (xxxi) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxxii) "Jackpot Competition" means the next Game of Pools Conducted, as Approved by the Licensee, following a Game of Pools (other than a Second Drawing) where there is no winner in accordance with Rule 12(h) Division 1(i);
- (xxxiii) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxxiv) "List of Matches" means a listing of Matches approved and published from time to time by the Licensee;
- (xxxv) "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;
- (xxxvi) "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;
- (xxxvii) "Match" means a game of soccer played between a Home Team and an Away Team;
- (xxxviii) "Minister" means the Minister for the time being administering the Act;
- (xxxix) "Misprint" means any information contained in the List of Matches that is found to be incorrect information by the Bloc Administrator and the Licensee;
- (xl) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xli) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xlii) "Multi-Week Entry" means the Entry referred to in Rule 10;
- (xliii) "Numbers" has the same meaning as Section 5 of the Act;
- (xliv) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;

- (xiv) "Overseas Authority" means a person who is authorised to Conduct Games of Pools and Games of Promotional Pools in Participating Areas overseas;
- (xvi) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 38 in arithmetical sequence;
- (xlvii) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Pools under a corresponding law;
- (xlviii) "Player" means a person who;
- (1) has paid the correct Subscription and Commission for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an 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;
- (xlix) "Prize" means any Prize determined in accordance with Rule 12;
- (i) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Pools as specified in Rule 12(a);
 - (ii) "Prize Fund" means an account established under Section 27 of the Act and known as the Pools Prize Fund Account;
 - (iii) "Prize Pool" has the meaning in Rule 12(b);
 - (iii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
 - (1) the amounts specified in Rule 12(c); and
 - (2) an amount representing any unclaimed Prizes subject to a direction under Section 27A of the Act;
 - (liv) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Pools and Games of Promotional Pools pursuant to Section 12 of the Act;
 - (lv) "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;

- (lvi) "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;
- (lvii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (lviii) "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;
- (lix) "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;
- (lx) "Regulation" means a regulation made under the Act;
- (lxi) "Results" means the outcome of Matches as declared by an Authority prior to the next Competition Date. Result shall have a corresponding meaning;
- (lxii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lxiii) "Second Drawing" means an additional Drawing conducted as part of a Game of Pools in accordance with the Rules;
- (lxiv) "Standard Entry" means the Entry referred to in Rule 8;
- (lxv) "Subscription" means the amounts paid for Entries but does not include the following:
- (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lxvi) "Supplementary Match Number" in relation to a Game of Pools means the seventh highest ranked Number determined in accordance with Rule 6;
- (lxvii) "Syndicate Entry" has the meaning in Rule 19(a);
- (lxviii) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in column 4 of Schedule 2;
- (lxix) "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 or an 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 for the purposes of receiving a Prize;

- (lxx) "Syndicate Share Fee" means the amount specified in column 5 of Schedule 2;
 - (lxxi) "Systems Entry" means an Entry referred to in Rule 9;
 - (lxxii) "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 tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
 - (lxxiii) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
 - (lxxiv) "Void Match" means a Match that is declared by the Bloc Administrator and the Licensee to be ineligible to be used in the determination of Winning Match Numbers or the Supplementary Match Number.
 - (lxxv) "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 AND DRAWING OF GAMES OF POOLS AND GAMES OF PROMOTIONAL POOLS

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Pools and Game of Promotional Pools.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) Winning Match Numbers and the Supplementary Match Number will be determined by the Bloc Administrator and the Licensee on the first working day following the determination of the Results.
- (d) 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:
 - (iii) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (iv) 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 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.
- (g) A Game of Promotional Pools shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) 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.
- (i) 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.

- (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 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.
- (k) A ticket in a Game of Promotional Pools may include one or more Prizes to be won on the same ticket.
- (l) A Game of Promotional Pools may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Game of Pools and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional Pools and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Pools or a Game of Promotional Pools, Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An 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 close of acceptance of Entries into that Game of Pools;
- (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment of the Licensee;
 - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry or a Syndicate 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 correct 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 hereof.

RULE 6 RULES APPLYING TO ENTRY FORMS 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 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 claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) Each Number in a Panel shall represent the Match printed opposite the same number on the List of Matches (subject to Rule 6(f)) notwithstanding that there are fewer Numbers than appear on the List of Matches.
- (d) The List of Matches will be published as soon as possible after being approved by the Bloc Administrator and the Licensee and will be made available to Players on request.
- (e) Subject to Rules 6(f) and 6(g), 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(h) 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(e)(i), (ii), (iii) or (iv) and subject to Rule 6(f) and 6(g) 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(e)(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(e)(i) to determine the Winning Match Numbers and the Supplementary Match Number, then the Results in accordance with Rule 6(e)(ii) shall be taken into account and if still insufficient then the Results in accordance with Rule 6(e)(iii) shall be taken into account and if still insufficient then the Results in accordance with Rule 6(e)(iv) shall be taken into account.
 - (viii) Where a Misprint relates to a Match such Match shall be considered a Void Match.
- (f) 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.
- (g) Where there are insufficient Results in accordance with Rule 6(e) 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.
- (h) A completed Entry Form or any other Approved Entry or Syndicate Entry Share 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 on the payment of the Subscription or Syndicate Share Fee.

- (i) Subject to Rule 6(k) below acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate 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 to the Player or Syndicate Player evidencing the 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 issued to the Player or Syndicate Player.
- (j) 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.
- (k) Where Rule 19(m) applies, a Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Entry Share to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry or Syndicate Entry Share to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the close of acceptance of Entries into a Game of Pools as determined by the Licensee.
- (l) Where Rule 19(m) applies, an Agent who has sold an Entry or a Syndicate Entry Share may cancel the Entry or the Syndicate Entry Share or the Ticket to which it relates, with the approval of the Licensee, on the day of purchase of the Entry or Syndicate Entry Share, prior to the close of acceptance of Entries into a Game of Pools. As determined by the Licensee, when an Entry or a Syndicate Entry Share and the Ticket to which it relates have been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription and any Commission paid in respect of such Entry, or in the case of a Syndicate Entry Share shall be refunded the Syndicate Share Fee. A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of the cancelled Entry or Syndicate Entry Share or Ticket.
- (m) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Pools effect a cancellation of an Entry or a Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share. When an Entry or Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share have been cancelled the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, in respect of such Entry or Syndicate Entry Share. A cancelled Entry or Syndicate Entry Share or cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Syndicate Entry Share or Ticket.

- (n) 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.
- (o) Where an Entry or Syndicate Entry Share in a Game of Pools has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Subscription or Syndicate Share Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of Pools; and
 - (ii) the Agent has failed to cancel the Entry or Syndicate Entry Share before the close of acceptance of Entries in respect of that Game of Pools; 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 Entry or Syndicate Entry Share and in such case, for the purposes of these Rules, such Agent shall:
- (iii) be considered a Player or Syndicate Player as the case may be; and
 - (iv) be the holder of the Entry or Syndicate Entry Share, as the case may be; and
 - (v) owe the Licensee the amount of the unpaid Subscription or Syndicate Share Fee as a debt due and owing to the Licensee.
- (p) 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.
- (q) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player or Syndicate Player of any part of an Entry Form or any other approved Entry or Syndicate Entry Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Pools by a Player or Syndicate Player with a Direct Mail Agent does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player utilising a Direct Mail Agent to submit an Entry Form or any other approved Entry or Syndicate Entry Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form, or any other approved Entry or Syndicate Entry Share, the issue of any Ticket and the payment of any Prize.

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

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedule 1 of these Rules. By entering a Game of 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.

- (b) A Direct Mail Agent may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers 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) No fewer than two (2) 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.
- (d) The Subscription for each Standard Entry shall be \$1.00 for two (2) Panels and \$1.00 for any two (2) additional Panels.
- (e) 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.
- (f) 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 Pools 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) 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.
- (d) 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:

<i>System 7</i>	-	<i>seven (7) Numbers</i>
<i>System 8</i>	-	<i>eight (8) Numbers</i>
<i>System 9</i>	-	<i>nine (9) Numbers</i>
<i>System 10</i>	-	<i>ten (10) Numbers</i>
<i>System 11</i>	-	<i>eleven (11) Numbers</i>
<i>System 12</i>	-	<i>twelve (12) Numbers</i>
<i>System 13</i>	-	<i>thirteen (13) Numbers</i>
<i>System 14</i>	-	<i>fourteen (14) Numbers</i>
<i>System 15</i>	-	<i>fifteen (15) Numbers</i>
<i>System 16</i>	-	<i>sixteen (16) Numbers</i>
<i>System 17</i>	-	<i>seventeen (17) Numbers</i>
<i>System 18</i>	-	<i>eighteen (18) Numbers</i>

- (e) In respect of a Syndicate Entry where an Entry Form is used:
- (i) 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 a 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	-	<i>ten (10) Numbers</i>
System 11	-	<i>eleven (11) Numbers</i>
System 12	-	<i>twelve (12) Numbers</i>
System 13	-	<i>thirteen (13) Numbers</i>
System 14	-	<i>fourteen (14) Numbers</i>
System 15	-	<i>fifteen (15) Numbers</i>
System 16	-	<i>sixteen (16) Numbers</i>
System 17	-	<i>seventeen (17) Numbers</i>
System 18	-	<i>eighteen (18) Numbers</i>

- (f) Notwithstanding any other provision in the 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(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rule 9(c) and Rule 9(d), 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 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.
- (g) 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.
- (h) The Subscriptions for a Systems Entry are:

System Number	Equivalent Number of Standard Panels entered	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper 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	12,376	6,188.00	17
18	18,564	9,282.00	18

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry may be made in respect of any of the consecutive Games of Pools prescribed in Rule 10(e).
- (c) Either a Standard Entry or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry.
- (e) A Syndicate Entry is not available as a Multi-week Entry.
- (f) A Multi-Week Entry may be submitted for entry in five (5), ten (10), twenty-five (25) or fifty (50) consecutive Games of Pools.
- (g) Where an Entry form is used in respect of a Multi-Week Entry, the number of consecutive Games of Pools to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
- (h) 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 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 may determine.
- (i) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry in a Game of Pools multiplied by the number of consecutive Games of Pools in which the Entry is made under this Rule 10(f) or Rule 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 Pools or a Game of Promotional Pools.
- (c) An Entry or Automatic Entry may only be made through:
- (i) an Agent; or
 - (ii) 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 Subscription or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to the Licensee in respect of an Entry or Syndicate Entry Share;
- (e) The form of payment of the Subscription or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
- (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication;
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an 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 close of acceptance of Entries into the Game of Pools relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Entry Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(k), and Rule 19(m), 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
SYDNEY OLYMPIC PARK 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 Entry will be entered into the Game of Pools by the Licensee before the close of acceptance of Entries into the Game of Pools for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope.

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (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 to the entrant evidencing the processing of an entry in the Game of Promotional Pools.

RULE 12 PRIZES

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

Division 1:

- (i) A Prize of an amount equal to 65% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, 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% 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 Match Numbers in the Jackpot Competition

Division 2:

A Prize of an amount equal to 2% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, 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% 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 Match Numbers.

Division 4:

A Prize of an amount equal to 15% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, 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% 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 no more than three (3) of the six (6) Winning Match Numbers together with the Supplementary Match Number.

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

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in

accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Pools, provided that:

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

Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.

(m) Prizes in a Game of Promotional Pools

- (i) The Prizes payable in a Game of Promotional Pools may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;

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

RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following determination of the Winning Match Numbers and Supplementary Match Number in respect of a Game of Pools the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after such determination:
- (i) the Winning 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) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Pools as soon as possible after the completion of such Game of Promotional Pools.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Pools:
- (i) Other than as provided for Registered Players, or Registered Syndicate Players, any 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) exceeding \$10,000 will be notified personally or by mail within five (5) calendar days after completion of that Game of Pools. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim 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 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.
- (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 following completion of that Game of Pools.
- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d) and 14(e) above, a Player being eligible for a Prize on a 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.

(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 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 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 \$1,000.00 is discovered after payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rules 1(xlviii) or 1(lxix) 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:
- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player or Syndicate Player;

the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.

- (x) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer. A Prize claim form for a Prize or a share of a Prize may be forwarded by 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(k) or Rule 12(m) shall be forwarded to the winners thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (z) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (bb) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (cc) Payment of Prizes in a Game of Promotional 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
 - (3) the claimant has complied with all conditions relating to the Game of Promotional Pools advertised under Rule 12(n)(ii).
 - (ii) The Licensee may record on an entry in a Game of Promotional Pools a verification code or other test and use it to determine whether the entry in a Game of Promotional Pools is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Pools, on which such a test is recorded, if the entry does not satisfy the test.

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

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

an Entry or a Syndicate 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 unacceptable form of remittance;
- (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 Share has been disqualified and the reason therefor 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.

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

- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:
 - (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;
 - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4, and Division 5 as the case may be.

RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of Pools or a Game of Promotional Pools a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the 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 in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Pools. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Pools or Game of Promotional Pools; and
 - (ii) without prejudice to the generality of Rule 16(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of a Prize or share of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry 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 each 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 on behalf of the Licensee, the 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 EFFECTIVE DATE

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

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

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

RULE 19 A SYNDICATE ENTRY

- (a) An Entry as specified in column 1 of Schedule 2 shall be a Syndicate Entry if specified in column 3 of Schedule 2.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in column 4 of Schedule 2.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in 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 close of acceptance of Entries into 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 close of acceptance of Entries, 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 PAYABLE FOR 6 FROM 38 POOLS**

Entry Type	Number of Games	Single Entry
Standard (Per Panel)	2 -14	\$0.20
	16	\$0.40
	18	\$0.50
	24	\$0.60
	30	\$0.80

Entry Type	System	Single Entry
System (Per Panel)	7	\$0.20
	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

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
(2 – 14 games)	5	\$0.40
	10	\$0.80
	25	\$1.20
	50	\$2.25
(16 games)	5	\$0.60
	10	\$1.00
	25	\$1.30
	50	\$2.60
(18 games)	5	\$0.70
	10	\$1.20
	25	\$1.50
	50	\$3.00
(24 games)	5	\$0.90
	10	\$1.50
	25	\$2.00
	50	\$4.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
(30 games)	5	\$1.20
	10	\$1.90
	25	\$2.70
	50	\$5.50

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 7	5	\$0.40
	10	\$0.80
	25	\$1.55
	50	\$2.95
System 8	5	\$1.00
	10	\$2.00
	25	\$3.00
	50	\$4.00
System 9	5	\$1.25
	10	\$2.50
	25	\$3.75
	50	\$5.60
System 10	5	\$1.85
	10	\$3.70
	25	\$5.55
	50	\$7.40
System 11	5	\$3.75
	10	\$7.50
	25	\$11.25
	50	\$15.00
System 12	5	\$7.50
	10	\$11.25
	25	\$15.00
	50	\$18.75
System 13	5	\$12.50
	10	\$18.75
	25	\$25.00
	50	\$31.25
System 14	5	\$20.00
	10	\$30.00
	25	\$40.00
	50	\$50.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 15	5	\$25.00
	10	\$37.50
	25	\$50.00
	50	\$62.50
System 16	5	\$50.00
	10	\$75.00
	25	\$100.00
	50	\$125.00
System 17	5	\$75.00
	10	\$112.50
	25	\$150.00
	50	\$187.50
System 18	5	\$100.00
	10	\$150.00
	25	\$200.00
	50	\$250.00

SCHEDULE 2**SYNDICATE ENTRIES FOR 6 FROM 38 POOLS**

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	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

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 18	\$9,330.00	System 18	100	\$93.30
System 18	\$9,330.00	System 18	200	\$46.65

PUBLIC LOTTERIES ACT 1996**Powerball - Approval of Rules**

I, THE HONOURABLE KEVIN GREENE, MP, 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 Pty Ltd effective from 2 April 2010.

Dated this 23rd day of March 2010.

The Honourable KEVIN GREENE, M.P.,
Minister for Gaming and Racing
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 2 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.



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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Games of Powerball and entries into Games of Promotional Powerball;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Powerball and Games of Promotional Powerball Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Powerball;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer 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:
 - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; 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 an amount:
- (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
 - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
- (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of 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;
- (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 Powerball;
 - (2) a Syndicate Entry in a Game of Powerball;
 - (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;
- (xiii) "Conduct" in relation to a Game of Powerball and a Game of Promotional Powerball has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiv) "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. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for a Drawing of a Game of Powerball, determined by the Licensee from time to time;

- (xvii) "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;
- (xviii) "Drawing Date" in relation to a Game of Powerball means the date on which the Winning Numbers are selected in respect of that Game of Powerball and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Powerball;
- (xix) "Drawing Devices" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxi) "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;
- (xxii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Game of Powerball and/or a Game of Promotional Powerball;
- (xxiii) "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.
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Game of Powerball" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Powerball;
- (xxvi) "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;
- (xxvii) "Game Panel" in relation to a Game of Powerball consists of two Panels, an upper Panel and a lower Panel.
- (xxviii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxix) "Jackpot Drawing" means the next Drawing of a Game of Powerball (other than a Second Drawing), as approved by the Licensee following the Drawing of a Game of Powerball (other than a Second Drawing) where there is no winner in accordance with Rule 12(h) Division 1(i);
- (xxx) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxxi) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
 - (2) the Computer Linked Terminal;
 - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxxii) "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) "Minister" means the Minister for the time being administering the Act;
- (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 an Entry referred to in Rule 10;
- (xxxvii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxviii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxix) "Overseas Authority" means a person who is authorised to Conduct Games of Powerball and Games of Promotional Powerball in Participating Areas overseas;

- (xl) "Panel" means a separate matrix in relation to an Entry containing the Numbers from 1 to 45 in arithmetical sequence;
- (xli) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Powerball under a corresponding law;
- (xlii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an 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 for the purposes of receiving a Prize;
- (xliii) "Powerball Number" in relation to a Game of Powerball means the first and only Number drawn from the Powerball barrel;
- (xliv) "Prize" means any Prize determined in accordance with Rule 12;
- (xlv) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Powerball as specified in Rule 12(a);
- (xlvi) "Prize Fund" means an account established under Section 27 of the Act and known as the Powerball Prize Fund Account;
- (xlvii) "Prize Pool" has the meaning in Rule 12(b);
- (xlviii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 12(c); and
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlix) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Powerball and Games of Promotional Powerball pursuant to Section 12 of the Act;
- (l) "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;
- (li) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;

- (iii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (liii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (liv) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (lv) "Regulation" means a regulation made under the Act;
- (lvi) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lvii) "Second Drawing" means an additional Drawing Conducted as part of a Game of Powerball in accordance with the Rules;
- (lviii) "Standard Entry" means the Entry referred to in Rule 8;
- (lix) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lx) "Syndicate Entry" has the meaning in Rule 19(a);
- (lxi) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 3;
 - (2) column 4 of Schedule 4.
- (lxii) "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 or an Agent for the purposes of receiving a Prize; andincludes 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 for the purposes of receiving a Prize;
- (lxiii) "Syndicate Share Fee" means the amount specified in:

- (1) column 5 of Schedule 3;
 - (2) column 5 of Schedule 4.
 - (lxiv) "Systems Entry" means an Entry referred to in Rule 9;
 - (lxv) "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 tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
 - (lxvi) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
 - (lxvii) "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 DRAWING OF GAMES OF POWERBALL AND GAMES OF PROMOTIONAL POWERBALL

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

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

- (f) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
 - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction;
 - (iii) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (iv) 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.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawing is conducted.
- (h) The Licensee may Conduct a Game of Promotional Powerball in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Powerball in conjunction with another Game of Powerball or separately from a Game of Powerball or otherwise in conjunction with another lottery Conducted by the Licensee.

- (i) A Game of Promotional Powerball shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Powerball shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Powerball.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Powerball some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Powerball leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Powerball of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Powerball.
- (m) A ticket in a Game of Promotional Powerball may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Powerball may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Game of Powerball and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Forms and Tickets these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional Powerball and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Powerball or a Game of Promotional Powerball Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An 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 close of acceptance of Entries into that Game of Powerball;
- (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment of the Licensee;
 - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate 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 correct 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 hereof.

RULE 6 RULES APPLYING TO ENTRIES 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 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 claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) A completed Entry Form or any other approved Entry or Syndicate Entry Share 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 on the payment of the Subscription or Syndicate Share Fee.
- (d) Subject to Rule 6(f) 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 to the Player or Syndicate Player evidencing the 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 issued to the Player or Syndicate Player from the Agent.
- (e) 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.
- (f) Where Rule 19(m) applies, a Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Entry Share to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry or Syndicate Entry Share to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the close of acceptance of Entries into a Game of Powerball as determined by the Licensee.
- (g) Where Rule 19(m) applies, an Agent who has sold an Entry or a Syndicate Entry Share may cancel the Entry or the Syndicate Entry Share or the Ticket to which it relates, with the approval of the Licensee, on the day of the purchase of the Entry or Syndicate Entry Share, prior to the close of acceptance of Entries into a Game of Powerball. As determined by the Licensee when an Entry or a Syndicate Entry Share and the Ticket to which it relates have been cancelled by an agent, the Player or Syndicate Player shall be refunded the Subscription and any Commission paid in respect of such Entry, or in the case of a Syndicate Entry Share shall be refunded the Syndicate Share Fee, as the case may be.

A cancelled Entry or a Syndicate Entry Share and a cancelled Ticket relating to the cancelled Entry or a Syndicate Entry Share shall be void and no prize shall be payable by the Licensee in respect of the cancelled Entry or Syndicate Entry Share or Ticket.

- (h) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Powerball effect a cancellation of an Entry or a Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share. When an Entry or Syndicate Entry Share or the Ticket issued in respect of such Entry or Syndicate Entry Share have 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 Entry or Syndicate Entry Share. A cancelled Entry or Syndicate Entry Share or cancelled Ticket relating to the cancelled Entry or Syndicate Entry Share or Ticket shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Syndicate Entry Share or Ticket.
- (i) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by 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.
- (j) Where an Entry or Syndicate Entry Share in a Game of Powerball has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Subscription or Syndicate Share Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Game of Powerball; and
- (ii) the Agent has failed to cancel the Entry or Syndicate Entry Share before the close of acceptance of Entries in respect of that Game of Powerball; 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 Entry or Syndicate Entry Share and in such case, for the purposes of these Rules, such Agent shall:

- (iii) be considered a Player or Syndicate Player as the case may be; and
- (iv) be the holder of the Entry or Syndicate Entry Share, as the case may be; and
- (v) owe the Licensee the amount of the unpaid Subscription or Syndicate Share Fee as a debt due and owing to the Licensee.

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

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedule 1 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.
- (b) A Direct Mail Agent may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of five (5) Numbers plus one (1) Powerball Number and 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, five (5) Numbers shall have been Marked in the upper Panel in a Game Panel;
- (c) 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;
- (d) In the case of Rule 8(c)(i):
 - (i) No fewer than two (2) Panels must be completed on the 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; and
 - (ii) the Subscription for each Standard Entry shall be 65 cents per Game Panel;
- (e) In the case of Rule 8(c)(ii):
 - (i) no fewer than one (1) Panel must be completed on the 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 in a Game of Powerball. Any additional Panels must be completed in numerical order; and
 - (ii) the Subscription for each Standard Entry shall be \$29.25 per Game Panel;
- (f) 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(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) in respect of a Standard Entry made under Rule 8(c)(ii), if any Numbers are Marked in the lower Panel of a Game Panel, the Licensee shall disregard such Marked Numbers.

- (g) 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(c)(i), where no number has been Marked in any lower Panel in a Game Panel.

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 five (5) numbers shall be Marked in the upper Panel in a Game Panel in a Game of Powerball.
- (c) 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.
- (d) 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.
- (e) A Systems Entry made under Rule 9(d)(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.
- (f) A Systems Entry made under Rule 9(d)(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.
- (g) Where a Systems Entry made under Rule 9(e) and Rule 9(f) is effected by an Entry Form, Numbers shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

<i>System 6</i>	-	<i>six (6) Numbers</i>
<i>System 7</i>	-	<i>seven (7) Numbers</i>
<i>System 8</i>	-	<i>eight (8) Numbers</i>
<i>System 9</i>	-	<i>nine (9) Numbers</i>
<i>System 10</i>	-	<i>ten (10) Numbers</i>
<i>System 11</i>	-	<i>eleven (11) Numbers</i>
<i>System 12</i>	-	<i>twelve (12) Numbers</i>
<i>System 13</i>	-	<i>thirteen (13) Numbers</i>
<i>System 14</i>	-	<i>fourteen (14) Numbers</i>
<i>System 15</i>	-	<i>fifteen (15) Numbers</i>
<i>System 16</i>	-	<i>sixteen (16) Numbers</i>

System 17	-	seventeen (17) Numbers
System 18	-	eighteen (18) Numbers
System 19	-	nineteen (19) Numbers
System 20	-	twenty (20) Numbers

- (h) A Syndicate Entry made under Rule 9(h)(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(h)(ii) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12) or thirteen (13) 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.

Where a Systems Entry is effected by an Entry Form, the 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

- (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 Panel are inconsistent with the system selected under Rules 9(c) and 9(g), 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(d)(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(d)(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 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.
- (l) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(d)(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	3.90	6
7	21	13.65	7
8	56	36.40	8
9	126	81.90	9
10	252	163.80	10
11	462	300.30	11
12	792	514.80	12
13	1287	836.55	13
14	2,002	1,301.30	14
15	3,003	1,951.95	15
16	4,368	2,839.20	16

System Number	Equivalent Number of Standard Panels entered	Subscription Per Panel \$	Number of Bounded Areas to be marked in each upper Panel
17	6,188	4,022.20	17
18	8,568	5,569.20	18
19	11,628	7,558.20	19
20	15,504	10,077.60	20

- (m) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(d)(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	175.50	6
7	945	614.25	7
8	2,520	1,638.00	8
9	5,670	3,685.50	9
10	11,340	7,371.00	10
11	20,790	13,513.50	11
12	35,640	23,166.00	12
13	57,915	37,644.75	13
14	90,090	58,558.50	14
15	135,135	87,837.75	15
16	196,560	127,764.00	16
17	278,460	180,999.00	17
18	385,560	250,614.00	18
19	523,260	340,119.00	19
20	697,680	453,492.00	20

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry allows a Multi-Draw Entry to be made in respect of any of the consecutive Games of Powerball prescribed in Rule 10(h).
- (c) Subject to Rule 10(d), 10(e), 10(f) and 10(g), either a Standard Entry or Systems Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (d) Except for the provisions of Rule 8(c)(ii), Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry.
- (e) Except for the provisions of Rule 9(d)(ii), Rule 9 shall apply where a Systems Entry is selected on a Multi-Week Entry.
- (f) For a Multi-Draw Entry made pursuant to Rule 8(c)(ii), Rule 8 shall apply except that a maximum of one (1) Game Panel may be completed;
- (g) For a Multi-Draw Entry made pursuant to Rule 9(d)(ii), Rule 9 shall apply except that a maximum of one (1) Game Panel may be completed.
- (h) A Multi-Week Entry may be made in respect of two (2), five (5), ten (10), or twenty-five (25) consecutive Games of Powerball.
- (i) Where an Entry Form is used in respect of a Multi-Week Entry, the number of consecutive Games of Powerball to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
- (j) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(i), 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 may determine. The Chief Executive Officer may sign a certificate determining the selections on the Entry Form and such certificate shall be conclusive evidence of that matter.
- (k) 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 Rule 10(i) or Rule 10(j).

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Powerball or a Game of Promotional Powerball.
- (c) An Entry or Automatic Entry may be made through:
- (i) an Agent; or
 - (ii) 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 Subscription or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to the Licensee in respect of an Entry or Syndicate Entry Share;
- (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) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an 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 close of acceptance of Entries into the Drawing relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Entry Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(f) and 19(m), 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
SYDNEY OLYMPIC PARK 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 Entry will be entered into the Game of Powerball by the Licensee before the close of acceptance of Entries into the first Drawing for which it has been received. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope.

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (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 to the entrant evidencing the processing of an entry in the Game of Promotional Powerball.

RULE 12 PRIZES

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

Division 1 -

- (i) A Prize of an amount equal to 40.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers plus the Powerball

Number. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.

- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40.0% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, 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 Drawing; 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% 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 the five (5) Winning Numbers from the first barrel.

Division 3 -

A Prize of an amount equal to 5.9% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, 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% 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 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% 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 Five (5) Winning Numbers from the first barrel.

Division 6 -

A Prize of an amount equal to 11.7% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, 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% 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 five (5) Winning Numbers from the first barrel.

(i) Second Drawing

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

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

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

(k) Prizes in a Game of Promotional Powerball

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

(l) Determination of Prizes in a Game of Promotional Powerball

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

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

RULE 13 ANNOUNCEMENT OF PRIZES

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

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Powerball:
- (i) other than as provided for Registered Players and Registered Syndicate Players, any 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.
- (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 not less than eight (8) weeks following the Drawing Date.
- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d) and 14(e) above, a Player being eligible for a Prize on a 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.
- (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 whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
 - (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share in a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.

- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner;
- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
 - (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14(e);

must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14(l);

- (l) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i) and 14(k) are:

- (i) the name and address of the Player or Syndicate Player;
 - (ii) the Ticket 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 person claiming to be entitled to a Prize or Provisional Prize may fail to meet some or all of the elements (1) or (2) contained in Rules 1(a)(xliii) or 1(a)(lxii) or may fail to meet one or more of the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules;
- (p) Subject to Rule 14(i) at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof;
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales;
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto;
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket;

- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player or Syndicate Player;
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player;

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same;

- (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:
- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player or Syndicate Player;

the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her;

- (x) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

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

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

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

an Entry or a Syndicate 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 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 unacceptable form of remittance;
- (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;
- (ii) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
- (iii) 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 therefor 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.

- (d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:
 - (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;
 - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 as the case may be.
- (f)
 - (i) the amount of the Prize Pool allocated to each Division;
 - (ii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
 - (iii) 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.

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 in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Powerball. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Powerball or Game of Promotional Powerball; and
 - (ii) without prejudice to the generality of Rule 16(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of a Prize or share of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry 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 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 each 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, on behalf of the Licensee, the 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 EFFECTIVE DATE

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

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

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

RULE 19 A SYNDICATE ENTRY

- (a) An Entry as specified in column 1 of Schedule 3 and Schedule 4 shall be a Syndicate Entry if specified in, respectively:
- (i) column 3 of Schedule 3; or
 - (ii) column 3 of Schedule 4.
- (b) A Syndicate Entry may be divided into Syndicate Entry Shares as shown in:
- (i) column 4 of Schedule 3; or
 - (ii) column 4 of Schedule 4.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
- (i) column 5 of Schedule 3; or
 - (ii) column 5 of Schedule 4.
- (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 close of acceptance of Entries into 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 close of acceptance of Entries, 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 PAYABLE FOR POWERBALL (ONE POWERBALL)**

Entry Type	Number of Games	Single Entry
Standard (Per Panel)	2	\$0.10
	4	\$0.20
	6	\$0.30
	8	\$0.40
	10	\$0.50
	12	\$0.60
	14	\$0.65
	16	\$0.75
	18	\$0.80
	24	\$1.10
	30	\$1.40
	36	\$1.55

Entry Type	System	Single Entry
System (Per Panel)	6	\$0.30
	7	\$0.85
	8	\$1.90
	9	\$4.30
	10	\$9.00
	11	\$14.70
	12	\$27.20
	13	\$46.20
	14	\$65.45
	15	\$106.05
	16	\$148.80
	17	\$212.80
	18	\$276.80
	19	\$397.80
	20	\$542.40

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
(2 games)	2	\$0.20
	5	\$0.45
	10	\$0.80
	25	\$1.90
(4 games)	2	\$0.25
	5	\$0.60
	10	\$0.80
	25	\$2.00
(6 games)	2	\$0.40
	5	\$0.80
	10	\$1.30
	25	\$2.80
(8 games)	2	\$0.50
	5	\$0.80
	10	\$1.40
	25	\$3.10
(10 games)	2	\$0.60
	5	\$0.90
	10	\$1.70
	25	\$3.70
(12 games)	2	\$0.75
	5	\$1.20
	10	\$2.00
	25	\$4.60
(14 games)	2	\$0.80
	5	\$1.30
	10	\$2.30
	25	\$5.20
(16 games)	2	\$1.00
	5	\$1.40
	10	\$2.70
	25	\$6.40
(18 games)	2	\$1.05
	5	\$1.60
	10	\$3.10
	25	\$6.80
(24 games)	2	\$1.40

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
	5	\$2.00
	10	\$4.10
	25	\$9.50
(30 games)	2	\$1.80
	5	\$2.70
	10	\$5.00
	25	\$11.00
(36 games)	2	\$2.00
	5	\$3.20
	10	\$6.00
	25	\$13.50

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 6	2	\$0.50
	5	\$0.75
	10	\$1.30
	25	\$2.60
System 7	2	\$1.30
	5	\$1.90
	10	\$2.60
	25	\$6.80
System 8	2	\$2.80
	5	\$3.30
	10	\$5.80
	25	\$16.40
System 9	2	\$5.00
	5	\$7.00
	10	\$12.00
	25	\$22.00
System 10	2	\$10.00
	5	\$13.00
	10	\$22.00
	25	\$35.00
System 11	2	\$17.00
	5	\$22.00
	10	\$30.00
	25	\$45.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Systems (Per Panel)		
System 12	2	\$30.00
	5	\$38.00
	10	\$50.00
	25	\$76.00
System 13	2	\$50.00
	5	\$72.00
	10	\$80.00
	25	\$122.00
System 14	2	\$75.00
	5	\$90.00
	10	\$125.00
	25	\$180.00
System 15	2	\$130.00
	5	\$150.00
	10	\$190.00
	25	\$280.00
System 16	2	\$160.00
	5	\$195.00
	10	\$270.00
	25	\$400.00
System 17	2	\$245.00
	5	\$310.00
	10	\$380.00
	25	\$565.00
System 18	2	\$300.00
	5	\$350.00
	10	\$510.00
	25	\$790.00
System 19	2	\$440.00
	5	\$520.00
	10	\$700.00
	25	\$1,050.00
System 20	2	\$600.00
	5	\$700.00
	10	\$910.00
	25	\$1,330.00

SCHEDULE 2

COMMISSION PAYABLE FOR POWER45 (45 POWERBALLS)

Entry Type	Number of Panels	Single Entry
Standard (Per Panel)	1 to 12 Panels	\$2.05
System (Per Panel)	6	\$9.50
	7	\$33.75
	8	\$82.00
	9	\$189.50
	10	\$372.00
	11	\$686.50
	12	\$1,164.00
	13	\$1,878.75
	14	\$3,000.00
	15	\$4,500.00
	16	\$6,400.00
	17	\$9,000.00
	18	\$12,600.00
	19	\$16,900.00
	20	\$22,750.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
	2	\$2.40
	5	\$2.95
	10	\$5.90
	25	\$14.75

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
System 6	2	\$12.00
	5	\$17.00
	10	\$29.00
	25	\$73.00
System 7	2	\$40.00
	5	\$47.50
	10	\$58.50
	25	\$147.05
System 8	2	\$92.00
	5	\$108.30
	10	\$174.00
	25	\$295.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
System 9	2	\$216.60
	5	\$272.00
	10	\$376.00
	25	\$970.00
System 10	2	\$415.00
	5	\$470.00
	10	\$705.00
	25	\$1,080.00
System 11	2	\$760.00
	5	\$830.00
	10	\$920.00
	25	\$1,300.00
System 12	2	\$1,300.00
	5	\$1,450.00
	10	\$1,580.00
	25	\$2,400.00
System 13	2	\$1,960.00
	5	\$2,080.00
	10	\$2,300.00
	25	\$2,500.00
System 14	2	\$3,250.00
	5	\$4,350.00
	10	\$5,450.00
	25	\$6,560.00
System 15	2	\$5,400.00
	5	\$6,550.00
	10	\$7,500.00
	25	\$8,700.00
System 16	2	\$7,600.00
	5	\$8,600.00
	10	\$9,800.00
	25	\$11,000.00
System 17	2	\$10,900.00
	5	\$12,000.00
	10	\$13,000.00
	25	\$14,150.00

Entry Type	Number of Weeks	Single Entry
Multi-Week Standard (Per Panel)		
System 18	2	\$14,000.00
	5	\$15,200.00
	10	\$16,200.00
	25	\$17,400.00
System 19	2	\$18,500.00
	5	\$19,800.00
	10	\$20,800.00
	25	\$21,800.00
System 20	2	\$23,800.00
	5	\$25,100.00
	10	\$26,200.00
	25	\$27,100.00

SCHEDULE 3**SYNDICATE ENTRIES FOR POWERBALL (ONE POWERBALL)**

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 10	\$172.80	System 10	6	\$28.80
System 10	\$172.80	System 10	12	\$14.40
System 10	\$172.80	System 10	18	\$9.60
System 11	\$315.00	System 11	5	\$63.00
System 11	\$315.00	System 11	10	\$31.50
System 11	\$315.00	System 11	15	\$21.00
System 11	\$315.00	System 11	21	\$15.00
System 12	\$542.00	System 12	5	\$108.40
System 12	\$542.00	System 12	10	\$54.20
System 12	\$542.00	System 12	20	\$27.10
System 12	\$542.00	System 12	40	\$13.55
System 13	\$882.75	System 13	5	\$176.55
System 13	\$882.75	System 13	11	\$80.25
System 13	\$882.75	System 13	33	\$26.75
System 13	\$882.75	System 13	55	\$16.05
System 14	\$1,366.75	System 14	5	\$273.35
System 14	\$1,366.75	System 14	11	\$124.25
System 14	\$1,366.75	System 14	35	\$39.05
System 14	\$1,366.75	System 14	55	\$24.85
System 14	\$1,366.75	System 14	77	\$17.75
System 15	\$2,058.00	System 15	5	\$411.60
System 15	\$2,058.00	System 15	15	\$137.20
System 15	\$2,058.00	System 15	35	\$58.80
System 16	\$2,988.00	System 16	5	\$597.60
System 16	\$2,988.00	System 16	10	\$298.80
System 16	\$2,988.00	System 16	20	\$149.40
System 16	\$2,988.00	System 16	40	\$74.70
System 16	\$2,988.00	System 16	60	\$49.80
System 16	\$2,988.00	System 16	80	\$37.35
System 17	\$4,235.00	System 17	5	\$847.00
System 17	\$4,235.00	System 17	10	\$423.50
System 17	\$4,235.00	System 17	14	\$302.50
System 17	\$4,235.00	System 17	70	\$60.50
System 17	\$4,235.00	System 17	140	\$30.25
System 18	\$5,846.00	System 18	5	\$1,169.20
System 18	\$5,846.00	System 18	10	\$584.60
System 18	\$5,846.00	System 18	20	\$292.30
System 18	\$5,846.00	System 18	40	\$146.15
System 19	\$7,956.00	System 19	5	\$1,591.20
System 19	\$7,956.00	System 19	10	\$795.60
System 19	\$7,956.00	System 19	30	\$265.20
System 19	\$7,956.00	System 19	60	\$132.60
System 19	\$7,956.00	System 19	90	\$88.40

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 19	\$7,956.00	System 19	180	\$44.20
System 20	\$10,620.00	System 20	5	\$2,124.00
System 20	\$10,620.00	System 20	12	\$885.00
System 20	\$10,620.00	System 20	15	\$708.00
System 20	\$10,620.00	System 20	20	\$531.00
System 20	\$10,620.00	System 20	30	\$354.00
System 20	\$10,620.00	System 20	40	\$265.50
System 20	\$10,620.00	System 20	60	\$177.00

SCHEDULE 4**SYNDICATE ENTRIES FOR POWER45 (45 POWERBALLS)**

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Share	Syndicate Share Fee per Panel (cost per Share)
System 6	\$185.00	System 6	5	\$37.00
System 6	\$185.00	System 6	10	\$18.50
System 6	\$185.00	System 6	25	\$7.40
System 7	\$648.00	System 7	5	\$129.60
System 7	\$648.00	System 7	9	\$72.00
System 7	\$648.00	System 7	15	\$43.20
System 7	\$648.00	System 7	27	\$24.00
System 7	\$648.00	System 7	45	\$14.40
System 8	\$1,720.00	System 8	5	\$344.00
System 8	\$1,720.00	System 8	10	\$172.00
System 8	\$1,720.00	System 8	25	\$68.80
System 8	\$1,720.00	System 8	50	\$34.40
System 8	\$1,720.00	System 8	100	\$17.20
System 9	\$3,875.00	System 9	5	\$775.00
System 9	\$3,875.00	System 9	10	\$387.50
System 9	\$3,875.00	System 9	25	\$155.00
System 9	\$3,875.00	System 9	50	\$77.50
System 10	\$7,743.00	System 10	5	\$1,548.60
System 10	\$7,743.00	System 10	10	\$774.30
System 10	\$7,743.00	System 10	20	\$387.15
System 10	\$7,743.00	System 10	30	\$258.10
System 10	\$7,743.00	System 10	60	\$129.05
System 11	\$14,200.00	System 11	5	\$2,840.00
System 11	\$14,200.00	System 11	10	\$1,420.00
System 11	\$14,200.00	System 11	25	\$568.00
System 11	\$14,200.00	System 11	50	\$284.00
System 12	\$24,330.00	System 12	5	\$4,866.00
System 12	\$24,330.00	System 12	10	\$2,433.00
System 12	\$24,330.00	System 12	20	\$1,216.50
System 12	\$24,330.00	System 12	50	\$486.60
System 12	\$24,330.00	System 12	100	\$243.30
System 12	\$24,330.00	System 12	150	\$162.20
System 12	\$24,330.00	System 12	300	\$81.10
System 13	\$39,523.50	System 13	5	\$7,904.70
System 13	\$39,523.50	System 13	15	\$2,634.90
System 13	\$39,523.50	System 13	45	\$878.30

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

CAMPBELLTOWN CITY COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given pursuant to section 10 of the Roads Act, 1993 that the land described in the Schedule below is dedicated to the public as road. PAUL TOSI, General Manager, Campbelltown City Council, PO Box 57, Campbelltown NSW 2560.

SCHEDULE

Lot 21 in DP 575388. [5157]

CARRATHOOL SHIRE COUNCIL

Roads Act 1993, Section 162

Road Naming

NOTICE is hereby given that Carrathool Shire Council, in pursuance of section 162 of the Roads Act 1993, has named the following roads within the Villages of Hillston, Goolgowi and Merriwagga:

<i>Location</i>	<i>New Road Name</i>
New service lane off Kidman Way, Goolgowi.	Alpens Lane
New service lane off Mid Western Highway, Goolgowi.	Saleyard Lane
Unnamed lane, between Charny Street and Marne Street, Merriwagga.	Bulge Lane
Unnamed lane, between Charny Street and Mons Street, Merriwagga.	Ypres Lane
Unnamed lane, between Corio Street and Lallat Street, Merriwagga.	Somme Lane
Unnamed lane, between Fleury Street and Charny Street, Merriwagga.	Devon Lane
Unnamed lane, between Fleury Street and Charny Street, Merriwagga.	Pilkem Lane
Unnamed lane, between Marne Street and Corio Street, Merriwagga.	Flanders Lane
Unnamed lane, between Marne Street and Lallat Street, Merriwagga.	Belsen Lane
Unnamed lane, between Mons Street and Marne Street, Merriwagga.	Verdun Lane
Unnamed street, part of Melbergen Road, Merriwagga.	Fleury Street
Unnamed road, between Kidman Way and Lachlan Valley Way, Hillston.	Smith Road
Unnamed lane, off McGee Street, Hillston.	Gould Lane
Unnamed lane, off MR368, Hillston.	Elders Lane
Unnamed lane, between Bunyip Street and Lowan Street, Goolgowi.	Bunyip Lane
Unnamed lane, between Christoff Street and Napier Street, Goolgowi.	Napier Lane
Unnamed lane, between Moira Street and Bunyip Street, Goolgowi.	Cobram Lane
Unnamed lane, between Moira Street and Lowan Street, Goolgowi.	Lowan Lane

Unnamed lane, between Napier Street and Moira Street, Goolgowi.	Moira Lane
Unnamed lane, between Stipa Street and Moira Street, Goolgowi.	Combo Lane
Unnamed lane, between Stipa Street and Napier Street, Goolgowi.	Napier Lane
Unnamed lane, between Zara Street and Moira Street, Goolgowi.	Myotts Lane
Unnamed lane, between Zara Street and Stipa Street, Goolgowi.	Stipa Lane
Unnamed street, off Bradys Road, Goolgowi.	Christoff Street
Unnamed street, off Midwestern Highway, Goolgowi.	Cobram Street
Unnamed road, off Kidman Way, Goolgowi.	Wollarma Road

Authorised by resolution of Council on 20 April 2004. The above road names have been advertised and notified. KEN CROSKELL, General Manager, Carrathool Shire Council, Cobram Street (PO Box 12), Goolgowi NSW 2652. [5158]

GWYDIR SHIRE COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

GWYDIR SHIRE COUNCIL declares with the approval of Her Excellency the Governor that the land described in Schedule A and the interest described in Schedule B below, excluding any mines or deposits or minerals in the land, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of water supply.

Dated at Warialda this 2nd day of December 2009. MAX EASTCOTT, General Manager, Locked Bag 5, Bingara NSW 2404.

SCHEDULE A

Lot 1, DP 1098009.

SCHEDULE B

Easement for access 10.06 wide shown marked "A" on DP 1098009. [5159]

LAKE MACQUARIE CITY COUNCIL

Proposed Naming of Roads

LAKE MACQUARIE CITY COUNCIL advises that in accordance with section 162.1 of the Roads Act 1993 and Part 2, Division 2, Clause 7, Roads Regulations 2008 it proposes to name the following road:

<i>Location / Description</i>	<i>Proposed Road Name</i>
Subdivision of Lot 11, DP 1066866 at 19 Grattoir Place, Toronto Origin of Name: 1927 Parish of Awaba, A J Woodbine was an adjoining landowner	Woodbine Place

Written objections to the proposed naming will be accepted up to one month after publication date of this Notice. The reasons for objection need to be clearly stated. For further information, contact Margaret Cumpson (02) 4921 0323. BRIAN BELL, General Manager, Lake Macquarie City Council, PO Box 1906, Hunter Region Mail Centre NSW 2310. [5160]

PALERANG COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

PALERANG COUNCIL declares with the approval of Her Excellency the Governor that the land and easements described in the Schedule 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 Bungendore Sewage Treatment Plant and the expansion of the sewerage reticulation network.

Dated at Bungendore this 18th day of November 2009. PETER BASCOMB, General Manager, Palerang Council, PO Box 348, Bungendore NSW 2621.

SCHEDULE

Land

Lot 1 in DP 1137743.

Interest in Land

‘(S) PROPOSED EASEMENT TO DRAIN SEWAGE & WATER 3, 5, 10.5 AND 15 WIDE & PROPOSED EASEMENT FOR WATER SUPPLY 3, 5, 10.5 AND 15 WIDE’ shown in DP 1137743

‘(A) PROPOSED EASEMENT FOR WATER SUPPLY AND TO DRAIN SEWAGE 6 WIDE’ shown in DP 1137742 [5161]

RANDWICK CITY COUNCIL

Amendment to Naming of Road

NOTICE is hereby given that further to the release of *New South Wales Government Gazette* No. 41, Private Advertisements No. 5151 regarding the naming of roads to the Endeavour Hostel subdivision located 88-102 Moverly Road, South Coogee, there is an amendment to the following Road Name:

<i>Advertised Road Name</i>	<i>New Road Name</i>
Asturais Avenue	Asturias Avenue

Mr RAY BROWNLEE, General Manager, Randwick City Council, 30 Frances Street, Randwick NSW 2031. [5162]

SHELLHARBOUR CITY COUNCIL

Roads Act 1993, Section 162

Naming of Public Roads

UNDER section 162 of the Roads Act 1993, Shellharbour City Council has named the following roads:

<i>Location</i>	<i>Name</i>
Shell Cove	Cutter Parade
	Outrigger Place

Authorised by Shellharbour City Council on 11 March 2010. BRIAN A. WEIR, General Manager, Shellharbour City Council, PO Box 155, Shellharbour Square, Shellharbour City Centre NSW 2529. [5163]

ROCKDALE CITY COUNCIL

Roads Act 1993, Section 16

Road Dedication

PURSUANT to section 16 of the Roads Act 1993, Rockdale City Council hereby dedicates the following land as public road. CHRIS WATSON, General Manager, Rockdale City Council, PO Box 21, Rockdale NSW 2216.

SCHEDULE

The land is known as the roadways, Marinea Street (including area previously referred to as Short Street), Terry Street, Segenhoe Street, Bellevue Street, Avenal Street, Tantallon Avenue, Marinea Lane (bounded by Terry Street & Avenal Street), Avenal Lane (bounded by Tantallon Lane, Marinea Street & Avenal Street), Segenhoe Lane (bounded by Tantallon Lane, Lot 1, DP 563710 & Lot 24, Sec G, DP 2271), Bellevue Lane (bounded by Lot 1, Sec N, DP 2271, Lot 24, Sec N, DP 2271 and Spring Street), Terry Lane (bounded by Marinea Street – previously Short Street, and Bellevue Lane), and Tantallon Lane (bounded by Terry Street and Bellevue Lane) at Arncliffe, Parish of St George, County of Cumberland.



[5164]

WOLLONDILLY SHIRE COUNCIL

Naming of Public Roads

NOTICE is hereby given that Wollondilly Shire Council, in pursuance of section 162 of the Roads Act 1993 and Part 2 of the Roads Regulation 2008, has approved the following new road names for gazettal:

<i>Location</i>	<i>Name</i>
DP 280010	Cooper Street, Wilton Park
New roads in subdivision off Chisholm Street, Wilton Park	Goodwin Street, Wilton Park Beatty Street, Wilton Park

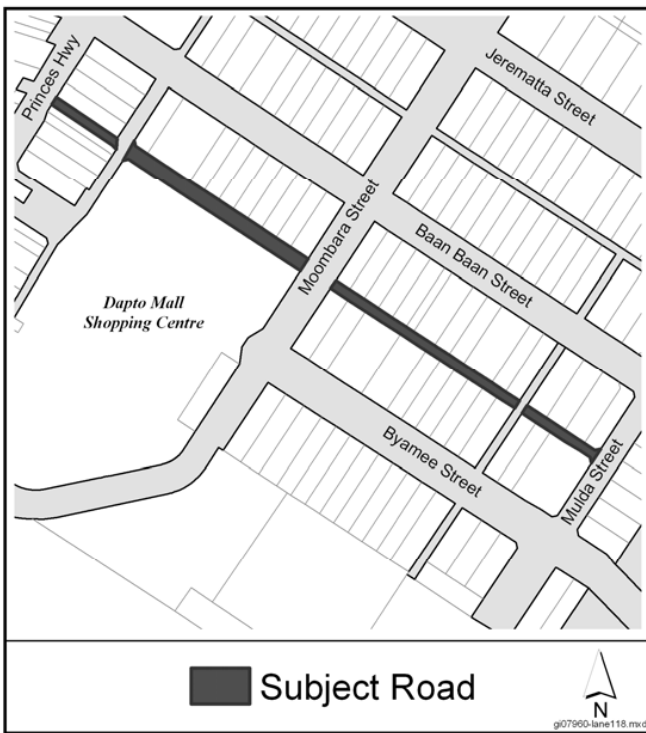
LES McMAHON, General Manager, Wollondilly Shire Council, 62-64 Menangle Street, Picton NSW 2571. [5165]

WOLLONGONG CITY COUNCIL

Roads Act 1993, Section 162

Notice of Road Naming

NOTICE is hereby given that Wollongong City Council has now named the subject road shown on the accompanying plan as “Mall Lane”, Dapto, as proposed earlier in accordance with the Roads Act 1993.



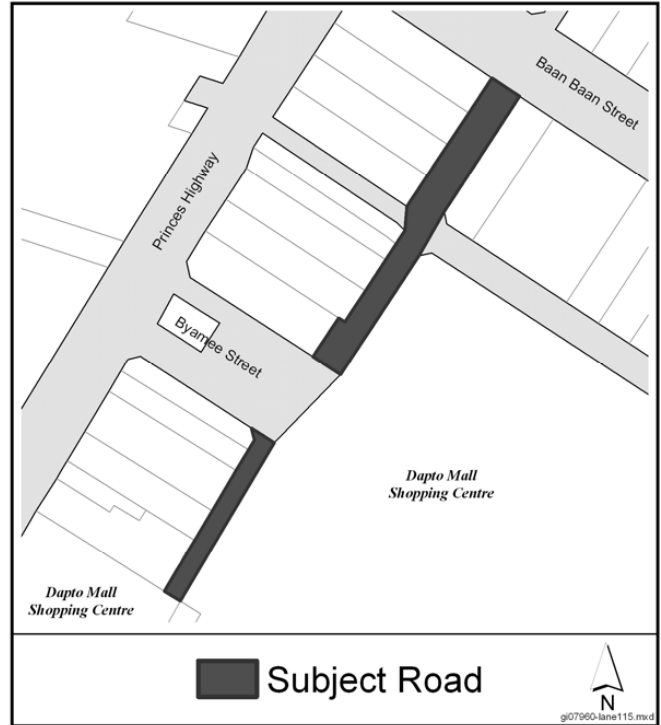
[5166]

WOLLONGONG CITY COUNCIL

Roads Act 1993, Section 162

Notice of Road Naming

NOTICE is hereby given that Wollongong City Council has now named the subject road shown on the accompanying plan as “Dapto Square Lane”, Dapto, as proposed earlier in accordance with the Roads Act 1993.



[5167]

HARDEN SHIRE COUNCIL

Section 713, Local Government Act 1993

Sale of Land for Unpaid Rates

NOTICE is hereby given to the persons named hereunder that Harden Shire Council has resolved in pursuance of section 713 of the Local Government Act 1993 to sell the land described hereunder of which the persons named appear to be the owners or in which they appear to have an interest and on which the amount of rates stated in each case, as at 16 December 2009 are due:

<i>Owners or persons having interest in land</i> (a)	<i>Description of land</i> (b)	<i>Amount of rates overdue for more than five(5) years</i> (c)	<i>Amount of all other rates and charges due and in arrears</i> (d)	<i>Total</i> (e)
Estate of the Late W. Young	Lot 5, DP 1079436, Iris Street, Murrumburrah NSW 2587	\$3,360.41	\$5,588.68	\$8,949.09
Murray John Bowles Westpac Banking Corporation	Lot 10, Section 32, DP 758737, Albury Street, Harden NSW 2587	\$9,179.48	\$12,309.00	\$21,488.48
Estate of the Late J. Kovac	Lots 19-20, Section 26, DP 758737, Neill Street, Murrumburrah NSW 2587	\$5,628.65	\$7,640.42	\$13,269.07
J. Puskaric	Lots 19-20, DP 1096283, Iris Street, Murrumburrah NSW 2587	\$7,148.86	\$8,612.49	\$15,761.35
E. De Wilde	Lot 1, DP 995384, Albury lane, Murrumburrah NSW 2587	\$5,744.62	\$7,285.37	\$13,029.99
R. Evans	Lot 33, DP 717835, Jugiong Road, Jugiong NSW 2726	\$5,550.46	\$2,287.23	\$7,837.69
Ferio Pty Limited	Lot 6, DP 256639, Cullinga Mines Road, Harden NSW 2587		\$916.88	\$916.88

In default of payment to the Council of the amount stated in Column (e) above and any other Rates (including charges) becoming due and payable after publication of this notice or an arrangement satisfactory to the Council for all such rates being entered into by the rateable person, before the time fixed for the sale, the land will be offered for sale by public auction at the Council Chambers, 3 East Street, Harden on Saturday, 31 July 2010 commencing at 10:00 am. MAX KERSHAW, General Manager, Harden Shire Council, PO Box 110, Harden NSW 2587. [5168]

ESTATE NOTICES

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of HORACE RONALD HALLETT, late of Villa 22, 142 Reserve Road, Coomera, in the State of Queensland, who died on 15 August 2009, must send particulars of their claim to the executrix, Lorraine Suasan Howard, c.o. Colin J. Duff, Solicitor, 7 Morts Road, Mortdale NSW 2223, on or before the expiration of one (1) month from the date of publication of this notice. After that time the assets of the estate may be conveyed and distributed having regard only to the claims of which at the time of conveyance or distribution the executrix has notice. Probate was granted in New South Wales on 16 November 2009. COLIN J. DUFF, Solicitor, 7 Morts Road, Mortdale NSW 2223 (DX11307, Hurstville), tel.: (02) 9570 2022. [5169]

NOTICE of intended distribution of estate. – Any person having any claim upon the estate of MARIE GWENETH O'BRIEN late of Lourdes Nursing Home, 95 Stanhope Road, Killara, formerly of Broken Hill in the State of New South Wales, who died on 7 September 2009, widow, must send particulars of their claim to the executor, John Michael O'Brien, care of Bennett Stewart & Shirvington, Solicitors of Level 1, 1 York Street, Sydney NSW within 31 days from publication of this notice. After that time and after six months from the death of the deceased the assets of the estate may be conveyed and distributed having regard only to the claims of which at the time of conveyance or distribution the executors have notice. Probate was granted in New South Wales on 18 March 2010. BENNETT STEWART & SHIRVINGTON, Solicitors, of Level 1, 1 York Street, Sydney NSW 2000, tel.: (02) 9247 5563, Ref.: Peter Court. [5170]

COMPANY NOTICES

NOTICE of voluntary winding up. – In the matter of the Corporations Act 2001 and in the matter of GEORGES KNITTING MILLS PTY LIMITED, ACN 000 396 636 – Notice is hereby given that at a General Meeting of the above mentioned company, duly convened and held on 19 March 2010, the following Special Resolution was duly passed: "That the company be wound up voluntarily". Mr John Wallis Friedland of Heman, Friedland and Associates, Chartered Accountants, was appointed liquidator of the company. Dated 22 March 2010. JOHN WALLIS FRIEDLAND, Heman Friedland & Associates, Chartered Accountants, Suite 4, Level 2, 11 Albany Street, St Leonards NSW, tel.: 9436 0137. [5171]