

Government Gazette

of the State of

New South Wales

Number 10

Thursday, 25 January 2018

The New South Wales Government Gazette is the permanent public record of official notices issued by the New South Wales Government. It also contains local council and other notices and private advertisements.

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GOVERNMENT NOTICES

Appointments

CONSTITUTION ACT 1902

MINISTERIAL ARRANGEMENTS FOR TREASURER, AND MINISTER FOR INDUSTRIAL RELATIONS

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable Victor Dominello MP to act for and on behalf of the Treasurer, and Minister for Industrial Relations on and from 27 January 2018 to 5 February 2018, inclusive.

24 January 2018

GLADYS BEREJIKLIAN MP
Premier

[n2018-201]

Roads and Maritime Notices

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS – EXCLUSION ZONE AND SPECIAL RESTRICTIONS

Location

Murray River – Corowa, between the Lone Pine Reserve Boat Ramp (downstream) to the Lions Riverside Park Boat Ramp.

Duration

1:00pm to 4:00pm – Friday 26 January 2018

Detail

A ski show, rowing exhibition and float event will be conducted on the waters of the Murray River, at the location specified above.

An **EXCLUSION ZONE** is specified during the event between the times specified above. The exclusion zone will comprise the entirety of the River at the location.

No unauthorised vessels may enter the Zone between the specified times. The Zone will be indicated by the presence of official control vessels on the boundaries. Vessels that are already lawfully moored inside the Zone may remain but must not be operated.

In additions, pursuant to section 12(3) of the *Marine Safety Act 1998*, for the duration of the event, **SPECIAL RESTRICTIONS** are imposed on vessels that are already lawfully moored within the exclusion zone as follows.

- Vessels lawfully moored within the area must remain at their moorings and **MUST NOT** be operated during the event.

Penalties may apply (section 12(5) – *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: SO1816

Date: 19 January 2018

Vanessa Dudley
A/Manager Operations South
Delegate

[n2018-202]

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS – EXCLUSION ZONE

Location

Jervis Bay (near the township of Huskisson and the land mark of Sharknet Beach) – between the southern side of the entrance to Currumbene Creek and Tapalla Point, and extending 500m into Jervis Bay to the unnamed island.

Duration

4.30pm to 6.15pm – Friday 16 February 2018

6.00am to 3.30pm – Saturday 17 February 2018

6.00am to 11.00am – Sunday 18 February 2018.

Detail

The swimming legs of various triathlon races will be conducted at the location above.

Course rounding buoys will be placed at various points around the location. An **EXCLUSION ZONE** is specified and will comprise an area extending for 50 metres outside the course rounding buoys.

Unauthorised vessels and persons are **strictly prohibited** from entering the defined exclusion zone and the zone will be patrolled by official Roads and Maritime, Marine Rescue and Surf Life Saving Australia vessels.

All vessel operators and persons using the waters near the exclusion zone should keep a proper lookout, keep well clear of competing swimmers and support vessels, maintain a safe speed and minimise wash.

Penalties may apply (section 12(5) – *Marine Safety Act 1998*).

For full details visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: SO1815

Date: 19 January 2018

Vanessa Dudley
A/Manager Operations South
Delegate

[n2018-203]

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS – EXCLUSION ZONE

Location

Lake Talbot, Narrandera

Duration

7:00am to 8:00pm – Friday 2 February 2018 to Sunday 4 February 2018.

Detail

A competitive water ski tournament will be conducted on the navigable waters of Lake Talbot on the above dates.

The event will involve the use of power vessels, persons being towed at speed using tow-lines and the possibility of persons in the water from time to time, presenting a significant potential hazard to other waterway users.

An **EXCLUSION ZONE** is specified during the event at the above location and will comprise the entirety of Lake Talbot. This will (in effect) close the Lake between the above times for this event. The zone will be patrolled by Roads and Maritime and official support vessels.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone.

All vessel operators and persons in the vicinity must keep a proper lookout, exercise caution and keep well clear of competing vessels, support vessels and persons in the water.

Penalties may apply (section 12(5) – *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: SO1808

Date: 22 January 2018

Vanessa Dudley
A/Manager Operations South
Delegate

[n2018-204]

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS - EXCLUSION ZONE

Location

Throsby Basin, Newcastle Harbour - between Dyke Point and Throsby Berth 1.

Duration

7.00am to 7.00pm - Friday 26 January 2018 and Saturday 27 January 2018.

Detail

Powerboat races will be conducted on the waters of Newcastle Harbour as specified above. High speed powered vessels will be active in the area during the event, presenting a significant potential hazard to other waterway users.

An **EXCLUSION ZONE** is specified during the event in the above location, which will be marked by inflatable buoys and patrolled by control vessels stationed at the boundaries.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone.

Vessel operators and persons in the vicinity must keep a proper lookout, exercise caution and keep well clear of participating vessels and support vessels.

Penalties may apply (Section 12(5) - *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website - www.rms.nsw.gov.au/maritime

Marine Notice NH1803

Date: 23 January 2018

Mike Baldwin
Manager Boating Operations Hunter
Delegate

[n2018-205]

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS - EXCLUSION ZONE

Location

Hunter River, Newcastle Harbour- between Stockton Ferry Wharf and Queens Wharf

Duration

9.30am to 12:00pm- Friday 26 January 2018.

Detail

A number of swim events will be conducted on the waters of Newcastle Harbour as specified above.

An **EXCLUSION ZONE** is specified during the event, which will be patrolled by control vessels stationed around the swimmers.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone.

Vessel operators and persons in the vicinity must keep a proper lookout, exercise caution and keep well clear of competitors, participating vessels and support vessels.

Penalties may apply (Section 12(5) - *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website - www.rms.nsw.gov.au/maritime

Marine Notice NH1805

Date: 23 January 2018

Mike Baldwin
Manager Boating Operations Hunter
Delegate

[n2018-206]

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS – EXCLUSION ZONE

Location

Lachlan River, Wyangala Dam – adjacent to Wyangala Waters Holiday and Recreation Park.

Duration

8.00am to 6.00pm – Saturday 3 February 2018 and Sunday 4 February 2018.

Detail

A number of water-skiing races will be conducted on the waters of Wyangala Dam as specified above.

The event will involve the use of powered vessels and persons being towed at speed with the possibility of persons in the water from time to time – presenting a significant potential hazard to other waterway users.

An **EXCLUSION ZONE** is specified during the event, which will be marked by inflatable buoys and patrolled by control vessels stationed on the boundary.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone.

Vessel operators and persons in the vicinity must keep a proper lookout, exercise caution and keep well clear of participating vessels and support vessels.

Penalties may apply (Section 12(5) – *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice NH1807

Date: 23 January 2018

Mike Baldwin
Manager Boating Operations Hunter
Delegate

[n2018-207]

MARINE SAFETY ACT 1998

MARINE NOTICE

Section 12(2)

REGULATION OF VESSELS - EXCLUSION ZONE

Location

Cockle Bay, Lake Macquarie -adjacent to Speers Point Park.

Duration

8.30pm to 9.30pm - Friday 26 January 2018

Detail

A fireworks display will be conducted over navigable waters of Lake Macquarie. Fireworks will be launched from a firing site at the above location. The area directly around this firing position may be dangerous and hazardous while fireworks are being launched.

An **EXCLUSION ZONE** is specified during the event, which will be marked by buoys and patrolled by control vessels stationed on the boundary.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone.

Vessel operators and persons in the vicinity must keep a proper lookout, exercise caution and keep well clear of the Exclusion Zone and support vessels.

Penalties may apply (Section 12(5) - *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website - www.rms.nsw.gov.au/maritime

Marine Notice NH1809

Date: 23 January 2018

Mike Baldwin
Manager Boating Operations Hunter
Delegate

[n2018-208]

ROADS ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Bardwell Valley and Arncliffe in the Bayside Council Area

Roads and Maritime Services by its delegate declares, with the approval of His Excellency the Lieutenant-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*.

K DURIE

Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

Schedule

All those pieces or parcels of land situated in the Bayside Council area, Parish of St George and County of Cumberland, shown as:

Lots 13 and 18 Deposited Plan 1227954, being parts of the land in Certificate of Title 2/512706 and said to be in the possession of Beryl June Orenshaw (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 14 and 19 Deposited Plan 1227954, being parts of the land in Certificate of Title 2/512707 and said to be in the possession of Gwen Mary Brigden (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 10 and 15 Deposited Plan 1227981, being parts of the land in Certificate of Title 4/21376 and said to be in the possession of Tony Tomevski and Anica Tomevski (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 38 and 46 Deposited Plan 1229202, being parts of the land in Certificate of Title 1/312803 and said to be in the possession of Franjo Srnec and Ana Srnec;

Lots 39 and 47 Deposited Plan 1229202, being parts of the land in Certificate of Title 2/312803 and said to be in the possession of Boris Nedanovski;

Lots 16 and 22 Deposited Plan 1232097, being parts of the land in Certificate of Title 700/863193 and said to be in the possession of Bradley David Eccleston and Julie Ann Cullinane Eccleston (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 17 and 23 Deposited Plan 1232097, being parts of the land in Certificate of Title 700/1122941 and said to be in the possession of Paul James Hakim and Libby Jean Hakim;

Lots 18 and 24 Deposited Plan 1232097, being parts of the land in Certificate of Title 701/1122941 and said to be in the possession of Anne-Maree Hakim;

Lots 19 and 25 Deposited Plan 1232097, being parts of the land in Certificate of Title 701/863193 and said to be in the possession of Li Ren Hu (registered proprietor) and Perpetual Trustees Victoria Limited (mortgagee);

Lots 20 and 26 Deposited Plan 1232097, being parts of the land in Certificate of Title 701/1192104 and said to be in the possession of David Phillip Prideaux and Simone Melia Prideaux (registered proprietors) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 21 and 27 Deposited Plan 1232097, being parts of the land in Certificate of Title 700/1192104 and said to be in the possession of Timothy Dean Jelliffe and Asheetha Sara Jelliffe (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 30 and 40 Deposited Plan 1232099, being parts of the land in Certificate of Title D/441964 and said to be in the possession of Martin Thomas Kell (registered proprietor) and Perpetual Limited (mortgagee);

Lots 31 and 41 Deposited Plan 1232099, being parts of the land in Certificate of Title 1/947302 and said to be in the possession of Anthony James Williams and Dianne Williams (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 32 and 42 Deposited Plan 1232099, being parts of the land in Certificate of Title A/443915 and said to be in the possession of Benedict Graham Dalton, Maria Dolores Correias and Maria Correias;

Lots 33 and 43 Deposited Plan 1232099, being parts of the land in Certificate of Title A/388664 and said to be in the possession of Ibrahim Abdallah and Nouhad Mohamad Fakih Abdallah (registered proprietors) and Bank of Queensland Limited (mortgagee);

Lots 34 and 44 Deposited Plan 1232099, being parts of the land in Certificate of Title 1/947823 and said to be in the possession of Bourhan Mourad (registered proprietor) and National Australia Bank Limited (mortgagee);

Lots 35 and 45 Deposited Plan 1232099, being parts of the land in Certificate of Title 1/1090781 and said to be in the possession of Ali Hijazi and Fatme Hijazi (registered proprietors) and Arab Bank Australia Limited (mortgagee);

Lots 36 and 46 Deposited Plan 1232099, being parts of the land in Certificate of Title 1/210502 and said to be in the possession of Hazel Joy Lamont;

Lots 37 and 47 Deposited Plan 1232099, being parts of the land in Certificate of Title 2/210502 and said to be in the possession of Minh Truyen Le (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 38 and 48 Deposited Plan 1232099, being parts of the land in Certificate of Title 1/203486 and said to be in the possession of Sleiman Abdul Hussein Hammoud and Rola Hammoud (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 42 and 44 Deposited Plan 1232101, being parts of the land in Certificate of Title 1/216734 and said to be in the possession of Janet Mei-Lian Lee;

Lots 43 and 45 Deposited Plan 1232101, being parts of the land in Certificate of Title 2/216734 and said to be in the possession of Angela Pattes;

Lots 72 and 74 Deposited Plan 1232491, being parts of the land in Certificate of Title 700/1023094 and said to be in the possession of Jian Liang Wang and Ping Wang (registered proprietors) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 73 and 75 Deposited Plan 1232491, being parts of the land in Certificate of Title 701/1023094 and said to be in the possession of Carmel Sukkar (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 11 and 12 Deposited Plan 1232683, being parts of the land in Certificate of Title 102/807538 and said to be in the possession of Paul Joseph Merlino and Meeae Merlino;

Lots 14, 21, 28 and 35 Deposited Plan 1233344, being parts of the land in Certificate of Title 30/563742 and said to be in the possession of Luca Crisanti and Rhonda May Stewart-Crisanti;

Lots 15 and 29 Deposited Plan 1233344, being parts of the land in Certificate of Title 1/206409 and said to be in the possession of Lampros Katsidis and Elizabeth Katsidis (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 16 and 30 Deposited Plan 1233344, being parts of the land in Certificate of Title 2/206409 and said to be in the possession of Christopher Vavasis and Maria Vavasis;

Lots 17 and 31 Deposited Plan 1233344, being parts of the land in Certificate of Title 23/539643 and said to be in the possession of Stephen Charles Dunne and Santa Dunne;

Lots 18 and 32 Deposited Plan 1233344, being parts of the land in Certificate of Title 24/539643 and said to be in the possession of Anthony Fred Semrani (registered proprietor) and Suncorp Metway Limited (mortgagee);

Lots 19 and 33 Deposited Plan 1233344, being parts of the land in Certificate of Title 102/607719 and said to be in the possession of Vicki Leone Crane (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 20 and 34 Deposited Plan 1233344, being parts of the land in Certificate of Title A/321431 and said to be in the possession of Moses Sharif and Farhana (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 22 and 36 Deposited Plan 1233344, being parts of the land in Certificate of Title 1/537633 and said to be in the possession of Athena Mavros;

Lots 23 and 37 Deposited Plan 1233344, being parts of the land in Certificate of Title 23/520547 and said to be in the possession of Warren Wallace Easton and Myrle Gay Easton;

Lots 24 and 38 Deposited Plan 1233344, being parts of the land in Certificate of Title 101/607719 and said to be in the possession of Peter Skleparis and Maria Skleparis and Australia and New Zealand Banking Group Limited (mortgagee);;

Lots 25 and 39 Deposited Plan 1233344, being parts of the land in Certificate of Title 11/228714 and said to be in the possession of Anouk Sireude and James William Hauptmann (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 26 and 40 Deposited Plan 1233344, being parts of the land in Certificate of Title 10/228714 and said to be in the possession of Sheng Hua Chen and Min Xing Cai (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 27 and 41 Deposited Plan 1233344, being parts of the land in Certificate of Title 9/228714 and said to be in the possession of Wen-Yang Wang and Lei Xu (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 66 and 82 Deposited Plan 1233380, being parts of the land in Certificate of Title 4/302232 and said to be in the possession of Ilija Misevski and Blaguna Misevski;

Lots 67 and 83 Deposited Plan 1233380, being parts of the land in Certificate of Title 5/302232 and said to be in the possession of Dennis Herbert Farrell and Ruth Elizabeth Farrell (registered proprietors) and AGC (Advances) Limited (caveator);

Lots 68 and 84 Deposited Plan 1233380, being parts of the land in Certificate of Title 11/8954 and said to be in the possession of Zivko Stojanovski and Luba Stojanovski (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 69 and 85 Deposited Plan 1233380, being parts of the land in Certificate of Title 12/8954 and said to be in the possession of Ilija Bosevski, Velika Bosevski and Lube Bosevski;

Lots 70 and 86 Deposited Plan 1233380, being parts of the land in Certificate of Title 2/208116 and said to be in the possession of Lynda Patricia Josephine Ceffalia;

Lots 71 and 87 Deposited Plan 1233380, being parts of the land in Certificate of Title 1/208116 and said to be in the possession of Savvas Chrysostomou and Glenda Richardson (registered proprietors) and Perpetual Limited (mortgagee);

Lots 72 and 88 Deposited Plan 1233380, being parts of the land in Certificate of Title 2/500338 and said to be in the possession of Anthony Paul Amaro and Kelly Santos Amaro (registered proprietors) and St George Bank Limited (mortgagee);

Lots 73 and 89 Deposited Plan 1233380, being parts of the land in Certificate of Title 1/500338 and said to be in the possession of Dustin Tyler Gentele (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 74 and 90 Deposited Plan 1233380, being parts of the land in Certificate of Title 15/8954 and said to be in the possession of Hassan Abdul-Menham, Bassam Abdul-Menhem, Nassiem Abdel-Mounem and Khalil Abdul-Menhem (registered proprietors) and St George Bank Limited (mortgagee);

Lots 75 and 91 Deposited Plan 1233380, being parts of the land in Certificate of Title 16/8954 and said to be in the possession of Khalil Abdul-Menhem (registered proprietor) and St George Bank Limited (mortgagee);

Lots 76 and 92 Deposited Plan 1233380, being parts of the land in Certificate of Title 91/600052 and said to be in the possession of Hussein Jouni and Seham Jouni (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 77 and 93 Deposited Plan 1233380, being parts of the land in Certificate of Title 20/9096 and said to be in the possession of Patrick Clive Wall and Christina Elizabeth Wall;

Lots 78 and 94 Deposited Plan 1233380, being parts of the land in Certificate of Title 19/9096 and said to be in the possession of Irene Goncalves Nicolau;

Lots 79 and 95 Deposited Plan 1233380, being parts of the land in Certificate of Title 18/9096 and said to be in the possession of Kassim Haragli and Namat Haragli;

Lots 12 and 14 Deposited Plan 1233384, being parts of the land in Certificate of Title 2/587873 and said to be in the possession of Kevin Stephen Watt and Frances Mary Watt;

Lots 13 and 15 Deposited Plan 1233384, being parts of the land in Certificate of Title 1/587873 and said to be in the possession of Mary Ellen Egan (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 17 and 24 Deposited Plan 1233587, being parts of the land in Certificate of Title 10/6460 and said to be in the possession of Jillian Maree Sarkis and Michel Sarkis (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 18 and 25 Deposited Plan 1233587, being parts of the land in Certificate of Title 1/955101 and said to be in the possession of Dosta Srbinovski;

Lots 19 and 26 Deposited Plan 1233587, being parts of the land in Certificate of Title 1/966893 and said to be in the possession of Ali Matar (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 20 and 27 Deposited Plan 1233587, being parts of the land in Certificate of Title 1/902270 and said to be in the possession of Catherine Simonis, George Lazos and Glikeria Lazos;

Lots 21 and 28 Deposited Plan 1233587, being parts of the land in Certificate of Title 1/902271 and said to be in the possession of Michel Sarkis and Jillian Maree Sarkis (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 23 and 30 Deposited Plan 1233587, being parts of the land in Certificate of Title Auto Consol 12617-85 and said to be in the possession of Bayside Council;

Lots 27 and 42 Deposited Plan 1233837, being parts of the land in Certificate of Title 1/218676 and said to be in the possession of Glen Stephen Thompson and Kaety Thompson (registered proprietors) and Newcastle Permanent Building Society Limited (mortgagee);

Lots 28 and 43 Deposited Plan 1233837, being parts of the land in Certificate of Title 2/218676 and said to be in the possession of Rebecca Cecilie Thomsen and Christopher Ghanivandasl (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 29 and 44 Deposited Plan 1233837, being parts of the land in Certificate of Title B/434478 and said to be in the possession of Andrew Richard Taylor and Stephanie Anne Bohane (registered proprietors) and AFSH Nominees Pty Ltd (mortgagee);

Lots 30 and 45 Deposited Plan 1233837, being parts of the land in Certificate of Title A/434478 and said to be in the possession of Robert Peter Leonard and Thitimaporn Leonard (registered proprietors) and Qudos Mutual Limited (mortgagee);

Lots 31 and 46 Deposited Plan 1233837, being parts of the land in Certificate of Title 1/6460 and said to be in the possession of Hussein Hijazi and Serrie Hijazi (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 32 and 47 Deposited Plan 1233837, being parts of the land in Certificate of Title 2/6460 and said to be in the possession of Stavroula Tsekos (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 33 and 48 Deposited Plan 1233837, being parts of the land in Certificate of Title 3/6460 and said to be in the possession of Sabh Jaafar and Hanna Jaafar (registered proprietors) and Perpetual Limited (mortgagee);

Lots 34 and 49 Deposited Plan 1233837, being parts of the land in Certificate of Title 4/6460 and said to be in the possession of Petar Ognenovski and Anica Ognenovski;

Lots 35 and 50 Deposited Plan 1233837, being parts of the land in Certificate of Title 5/6460 and said to be in the possession of Gregory Charles Nelson;

Lots 36 and 51 Deposited Plan 1233837, being parts of the land in Certificate of Title 101/1070276 and said to be in the possession of Anthony Loo and Nisha Loo;

Lots 37 and 52 Deposited Plan 1233837, being parts of the land in Certificate of Title 1/981245 and said to be in the possession of Nicholas Drakoulis and Toula Drakoulis (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 38 and 53 Deposited Plan 1233837, being parts of the land in Certificate of Title 1/981246 and said to be in the possession of Boris Srbinovski and Magda Srbinovski;

Lots 39 and 54 Deposited Plan 1233837, being parts of the land in Certificate of Title A/965256 and said to be in the possession of Giorgio Festa and Antonia Festa;

Lots 31 and 32 Deposited Plan 1233840, being parts of the land in Certificate of Title Auto Consol 6200-67 and said to be in the possession of Julie Lorraine Green (registered proprietor) and National Australia Bank Limited (mortgagee);

Lots 52 and 54 Deposited Plan 1233846, being parts of the land in Certificate of Title 58/1919 and said to be in the possession of Ibrahim Ahmad Mehanna and Iklas Mehanna (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 53 and 55 Deposited Plan 1233846, being parts of the land in Certificate of Title 56/1919 and said to be in the possession of Anthony Loo and Nisha Loo (registered proprietors) and St George Bank Limited (mortgagee);

Lots 17 and 24 Deposited Plan 1234175, being parts of the land in Certificate of Title 1/213603 and said to be in the possession of Robert James Mar and Denise Quinctillis Mar;

Lots 18 and 25 Deposited Plan 1234175, being parts of the land in Certificate of Title 1/825130 and said to be in the possession of Victor Kepreotis and Kathleen Kepreotis;

Lots 19 and 26 Deposited Plan 1234175, being parts of the land in Certificate of Title C/318238 and said to be in the possession of Geeta Sully and Darryl Bruce Sully (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 20 and 27 Deposited Plan 1234175, being parts of the land in Certificate of Title X/415480 and said to be in the possession of Raymond Francis Burns and Pamela Lynette Burns;

Lots 21 and 28 Deposited Plan 1234175, being parts of the land in Certificate of Title Y/415480 and said to be in the possession of Valerie May Martin;

Lots 22 and 29 Deposited Plan 1234175, being parts of the land in Certificate of Title Z/415480 and said to be in the possession of Yen Wong;

Lots 52 and 54 Deposited Plan 1234177, being parts of the land in Certificate of Title 700/1174996 and said to be in the possession of John Alexander Rohanna and Narelle Elizabeth Duvall (registered proprietors) and Citigroup Pty Limited (mortgagee);

Lots 53 and 55 Deposited Plan 1234177, being parts of the land in Certificate of Title 701/1174996 and said to be in the possession of Jalal Sayed (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 52 and 54 Deposited Plan 1234178, being parts of the land in Certificate of Title 1/733713 and said to be in the possession of Gwenael Sebastien Sylvain Lecampion (registered proprietor) and Westpac Banking Corporation Limited (mortgagee);

Lots 53 and 55 Deposited Plan 1234178, being parts of the land in Certificate of Title 2/733713 and said to be in the possession of Robert Luciano Costa and Candy Costa;

Lots 21 and 32 Deposited Plan 1234335, being parts of the land in Certificate of Title 4/12388 and said to be in the possession of Veljan Josevski and Lena Josevski (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 22 and 33 Deposited Plan 1234335, being parts of the land in Certificate of Title 5/12388 and said to be in the possession of Mahmoud Fadel (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 23 and 34 Deposited Plan 1234335, being parts of the land in Certificate of Title 6/12388 and said to be in the possession of Kirsten Elizabeth Cargill (registered proprietor) and National Australia Bank Limited (mortgagee);

Lots 24 and 35 Deposited Plan 1234335, being parts of the land in Certificate of Title 7/12388 and said to be in the possession of Suzana Stojovski, Lupco Trajcevski and Dragica Trajcevski;

Lots 25 and 36 Deposited Plan 1234335, being parts of the land in Certificate of Title 8/12388 and said to be in the possession of Leco Cvetkovski and Zora Cvetkovska (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 26 and 37 Deposited Plan 1234335, being parts of the land in Certificate of Title 9/12388 and said to be in the possession of Abed Mustapha and Zeinab Mustapha;

Lots 27 and 38 Deposited Plan 1234335, being parts of the land in Certificate of Title 3/12388 and said to be in the possession of Jose Fernando Freire Da Silva and Isaura De Jesus Rodrigues Da Silva (registered proprietors) and Perpetual Limited (mortgagee);

Lots 28 and 39 Deposited Plan 1234335, being parts of the land in Certificate of Title 2/12388 and said to be in the possession of Domingos Soares Pereira and Amalia Pereira (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 29 and 40 Deposited Plan 1234335, being parts of the land in Certificate of Title 1/12388 and said to be in the possession of Krasna Elizabeth McGeady and Shane Thomas Joseph McGeady (registered proprietors) and ING Bank (Australia) Limited (mortgagee);

Lots 30 and 41 Deposited Plan 1234335, being parts of the land in Certificate of Title A/386291 and said to be in the possession of Daniel Nathan Solomon (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 31 and 42 Deposited Plan 1234335, being parts of the land in Certificate of Title B/386291 and said to be in the possession of Mirce Ognenovski;

Lots 52 and 54 Deposited Plan 1234342, being parts of the land in Certificate of Title A/320932 and said to be in the possession of Ali Mourad (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 53 and 55 Deposited Plan 1234342, being parts of the land in Certificate of Title B/320932 and said to be in the possession of Blagoja Grasevski;

Lots 19 and 28 Deposited Plan 1234409, being parts of the land in Certificate of Title CP/SP12138 and said to be in the possession of The Owners – Strata Plan No 12138;

Lots 20 and 29 Deposited Plan 1234409, being parts of the land in Certificate of Title 1/660446 and said to be in the possession of Dante Bassot;

Lots 21 and 30 Deposited Plan 1234409, being parts of the land in Certificate of Title 1/955495 and said to be in the possession of Han Yin Chung and Olivia Blanche Woodhouse-Rivas;

Lots 22 and 31 Deposited Plan 1234409, being parts of the land in Certificate of Title CP/SP9972 and said to be in the possession of The Owners – Strata Plan No 9972;

Lots 23 and 32 Deposited Plan 1234409, being parts of the land in Certificate of Title 1/900926 and said to be in the possession of Lino Lamanna (registered proprietor) and National Australia Bank Limited (mortgagee);

Lots 24 and 33 Deposited Plan 1234409, being parts of the land in Certificate of Title 2/900926 and said to be in the possession of Christopher Robin Hill and Terrye Anne Hill;

Lots 25 and 34 Deposited Plan 1234409, being parts of the land in Certificate of Title 1/955281 and said to be in the possession of George Pavlidis and Elpida Pavlidis (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 26 and 35 Deposited Plan 1234409, being parts of the land in Certificate of Title CP/SP5917 and said to be in the possession of The Owners – Strata Plan No 5917;

Lots 27 and 36 Deposited Plan 1234409, being parts of the land in Certificate of Title 2/533707 and said to be in the possession of Miao-Xiang Tan and Qi Chen (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 38 and 46 Deposited Plan 1234410, being parts of the land in Certificate of Title A/385505 and said to be in the possession of Mohamad Ali Mourtada (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 39 and 47 Deposited Plan 1234410, being parts of the land in Certificate of Title B/385505 and said to be in the possession of Ronald Thomas Baker;

Lots 40 and 48 Deposited Plan 1234410, being parts of the land in Certificate of Title 1/509606 and said to be in the possession of Lisa Investment Holdings Pty Ltd (registered proprietor) and AMP Bank Limited (mortgagee);

Lots 41 and 49 Deposited Plan 1234410, being parts of the land in Certificate of Title 2/509606 and said to be in the possession of Vanja Bulut and Stephen Andrew Neilson (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 42 and 50 Deposited Plan 1234410, being parts of the land in Certificate of Title 18/2208 and said to be in the possession of Margaret Glavincevska and Virginia Glavincevska;

Lots 43 and 51 Deposited Plan 1234410, being parts of the land in Certificate of Title 2/2208 and said to be in the possession of Simon Zajakovski and Krsta Zajakovski;

Lots 44 and 52 Deposited Plan 1234410, being parts of the land in Certificate of Title 10/2208 and said to be in the possession of Camille Awada and Wafa Awada (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 45 and 53 Deposited Plan 1234410, being parts of the land in Certificate of Title 9/2208 and said to be in the possession of Tode Romanovski and Ratka Romanovski;

Lots 50 and 60 Deposited Plan 1234411, being parts of the land in Certificate of Title 1/555311 and said to be in the possession of Kerry Anne Motto;

Lots 51 and 61 Deposited Plan 1234411, being parts of the land in Certificate of Title 2/555311 and said to be in the possession of Anthony James Hayes and Sandra Infantino (registered proprietors) and St George Bank Limited (mortgagee);

Lots 52 and 62 Deposited Plan 1234411, being parts of the land in Certificate of Title CP/SP64655 and said to be in the possession of The Owners – Strata Plan No 64655;

Lots 53 and 63 Deposited Plan 1234411, being parts of the land in Certificate of Title X/400491 and said to be in the possession of Gregory Maclean Owens;

Lots 54 and 64 Deposited Plan 1234411, being parts of the land in Certificate of Title Y/400491 and said to be in the possession of Rosemaree Eleninovski (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 55 and 65 Deposited Plan 1234411, being parts of the land in Certificate of Title 702/854219 and said to be in the possession of Thien Cuong Pham and Jie Xu (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 56 and 66 Deposited Plan 1234411, being parts of the land in Certificate of Title 701/854219 and said to be in the possession of Hussein Saab and Israr Jaafar (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 57 and 67 Deposited Plan 1234411, being parts of the land in Certificate of Title B/324725 and said to be in the possession of Budimir Dasic;

Lots 58 and 68 Deposited Plan 1234411, being parts of the land in Certificate of Title 2/322476 and said to be in the possession of Philip Andrew Cooney and Anne Kathleen Sterling (registered proprietors) and Westpac Banking Corporation (mortgagee); and

Lots 59 and 69 Deposited Plan 1234411, being parts of the land in Certificate of Title Auto Consol 4351-119 and said to be in the possession of Richard Giovannini (registered proprietor) and Westpac Banking Corporation (mortgagee).

(RMS Papers: SF2017/172972; RO SF2016/072315.)

[n2018-209]

Mining and Petroleum Notices

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T18-1008)

No. 5628, AWATI RESOURCES PTY LTD (ACN 106 020 419), area of 39 units, for Group 1, dated 17 January, 2018. (Broken Hill Mining Division).

(T18-1009)

No. 5629, BATOLE PTY LTD (ACN 002904949), area of 14 units, for Group 1, dated 17 January, 2018. (Sydney Mining Division).

(T18-1010)

No. 5630, AGRICULTURAL EQUITY INVESTMENTS PTY LIMITED (ACN 064 646 108), area of 38 units, for Group 1, dated 19 January, 2018. (Orange Mining Division).

(T18-1011)

No. 5631, AGRICULTURAL EQUITY INVESTMENTS PTY LIMITED (ACN 064 646 108), area of 51 units, for Group 1, dated 19 January, 2018. (Orange Mining Division).

(T18-1012)

No. 5632, TRK RESOURCES PTY LTD (ACN 116543081), area of 31 units, for Group 1, dated 22 January, 2018. (Wagga Wagga Mining Division).

(T18-1013)

No. 5633, COBAR MINERALS PTY LTD (ACN 623 510 430), area of 72 units, for Group 1, dated 22 January, 2018. (Cobar Mining Division).

The Honourable Don Harwin MLC
Minister for Resources

[n2018-210]

NOTICE is given that the following application has been granted:

MINING LEASE APPLICATION

(T17-1058)

Broken Hill No. 537, now Mining Lease No. 1766 (Act 1992), ARUMPO BENTONITE PTY LIMITED (ACN 001 831 483), Parish of Mindelwul, County of Wentworth, Map Sheet (7430-2-N), area of 108.8 hectares, to mine for bentonite, dated 21 December, 2017, for a term until 21 December, 2038.

The Honourable Don Harwin MLC
Minister for Resources

[n2018-211]

NOTICE is given that the following application has been withdrawn:

EXPLORATION LICENCE APPLICATION

(T12-1242)

No. 4686, GOLD AND COPPER RESOURCES PTY LIMITED (ACN 124 534 863), County of Bathurst, Map Sheet (8631, 8730, 8731). Withdrawal took effect on 15 January, 2018.

The Honourable Don Harwin MLC
Minister for Resources

[n2018-212]

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

(V18-0278)

Exploration Licence No. 7013, NIMROD RESOURCES LIMITED (ACN 130 842 063), area of 43 units. Application for renewal received 19 January, 2018.

(V17-0296)

Consolidated Mining Lease No. 9 (Act 1973), PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 793.85 hectares. Application for renewal received 22 January, 2018.

The Honourable Don Harwin MLC
Minister for Resources

[n2018-213]

CANCELLATION OF AUTHORITIES AT REQUEST OF HOLDERS

Notice is given that the following authorities have been cancelled:

(V17-1260)

Exploration Licence No. 8348, ANGLOGOLD ASHANTI AUSTRALIA LIMITED (ACN 008 737 424), County of Ashburnham, County of Kennedy and County of Narromine, Map Sheet (8531, 8532), area of 36 units. Cancellation took effect on 18 January, 2018.

(V18-0253)

Exploration Licence No. 8459, PAUL ANTONIO POLITO, ANNE CHRISTINE CRAWFORD AND ANTHONY JAMES CRAWFORD, County of Evelyn and County of Poole, Map Sheet (7138, 7139, 7238), area of 100 units. Cancellation took effect on 18 January, 2018.

(V18-0253)

Exploration Licence No. 8460, PAUL ANTONIO POLITO, ANNE CHRISTINE CRAWFORD AND ANTHONY JAMES CRAWFORD, County of Evelyn, Map Sheet (7137, 7138, 7237, 7238), area of 100 units. Cancellation took effect on 18 January, 2018.

(V18-0523)

Exploration Licence No. 8461, PAUL ANTONIO POLITO, ANNE CHRISTINE CRAWFORD AND ANTHONY JAMES CRAWFORD, County of Evelyn, Map Sheet (7138, 7238), area of 100 units. Cancellation took effect on 18 January, 2018.

(V17-1260)

Exploration Licence No. 8466, LACHLAN RESOURCES PTY LTD (ACN 610 889 882) AND IRON DUKE EXPLORATION PTY LTD (ACN 119 421 868), County of Ashburnham, Map Sheet (8531), area of 38 units. Cancellation took effect on 18 January, 2018.

(T16-1065)

Exploration Licence No. 8499, THE AUSTRAL BRICK CO PTY LTD (ACN 000 005 550), County of Camden, Map Sheet (9029), area of 13 units. Cancellation took effect on 18 January, 2018.

(V17-9998)

Mining Lease No. 440 (Act 1973), CHERYL GLENDA KLINGE, Parish of Lewis, County of Wellington; and Parish of Lewis, County of Wellington, Map Sheet (8731-4-S, 8731-4-S), area of 3.61 hectares. Cancellation took effect on 20 January, 2018.

The Honourable Don Harwin MLC
Minister for Resources

[n2018-214]

Primary Industries Notices

BIOSECURITY ACT 2015

Instrument of Appointment of Authorised Officers and Approval of Functions
– Department of Primary Industries and Local Land Services officers

I, Greg Vakaci, A/Director Biosecurity & Food Safety Compliance, in exercise of delegated authority of the Secretary and of the Secretary as Accreditation Authority under the *Biosecurity Act 2015* (the Act) make the following appointments and approvals:

- 1) Pursuant to section 361 of the Act, I appoint the persons listed in Column 1 of the table set out in Schedule 1 as authorised officers for the purposes of the Act.
- 2) Pursuant to section 195 of the Act, I approve those authorised officers listed in Column 1 of the table set out in Schedule 1 to exercise the functions of a biosecurity certifier as specified in Column 2 of the table.

Duration of appointment and approval:

The appointment and approval of each person listed in Schedule 1 will end on the earliest of the following dates:

- A. the date that is five years from the date of this instrument; or
- B. the date of revocation of this instrument, or an instrument of revocation of appointment of a person listed in Schedule 1 as an authorised officer; or
- C. the date that the person ceases to be employed by either the Department of Industry or the Local Land Services.

Dated this 18th day of January 2018

GREG VAKACI

Greg Vakaci

A/DIRECTOR

BIOSECURITY & FOOD SAFETY COMPLIANCE

(as delegate on behalf of the Secretary of the Department of Industry)

SCHEDULE 1

Column 1	Column 2
Name of person appointed as authorised officer	Approved functions of biosecurity certifier
Maxwell Newsome	NIL Conditions

[n2018-215]

FISHERIES MANAGEMENT ACT 1994

Section 8 and Section 11 Notifications – Fishing Closure for waters adjacent to Prawn Farms

I, GEOFF ALLAN, Deputy Director General Fisheries, with the delegated authority of the Minister for Primary Industries and the Secretary pursuant to sections 227 and 228 of the *Fisheries Management Act 1994* (“the Act”), make these notifications.

1. Notification of Revocation of Fishing Closure

Pursuant to section 11 of the Act, the ‘Section 8 Notification – Fishing Closure’ published in the New South Wales Government Gazette No. 140 of 29 December 2017 at pages 7927 - 7928 is revoked, as is any notification revived as a result of this revocation.

2. Notification of Prohibition on the taking of fish

Pursuant to section 8 of the Act, recreational fishers are prohibited from taking fish from waters specified in the Schedule below and shown on the maps in the Schedule.

Note: The purpose of this fishing closure is to prevent the introduction of White Spot Syndrome Virus.

3. Commencement and Duration

- (a) The notifications take effect on publication in the Gazette.
- (b) This fishing closure is effective until 22 June 2018.

4. Interpretation

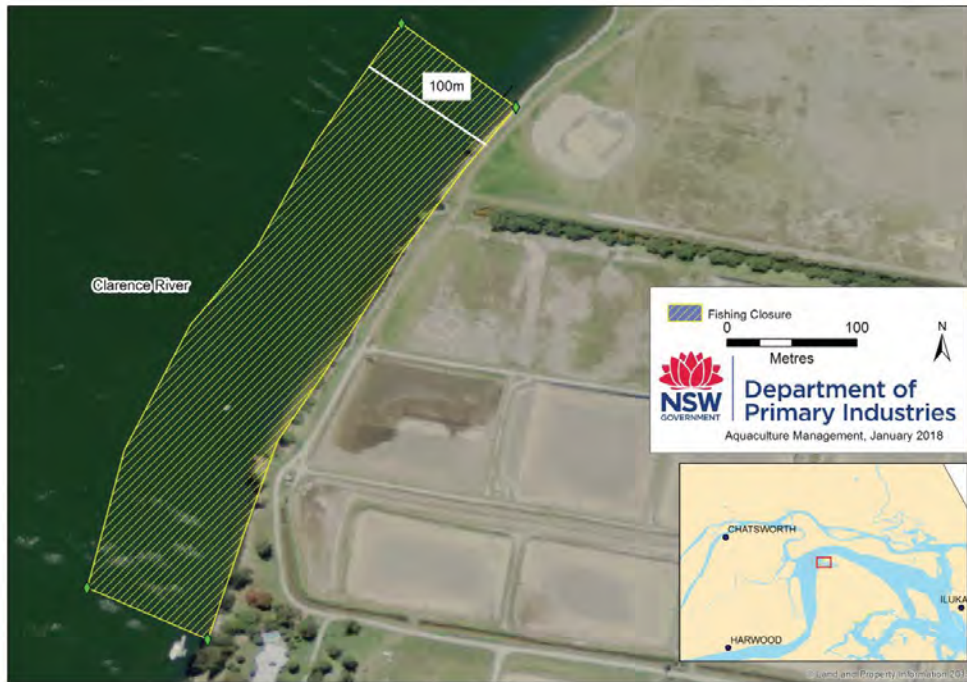
White Spot Syndrome Virus means Whispovirus (Family Nimaviridae).

Note: **recreational fishers** and **take** have the same meaning as in the Act.

Schedule

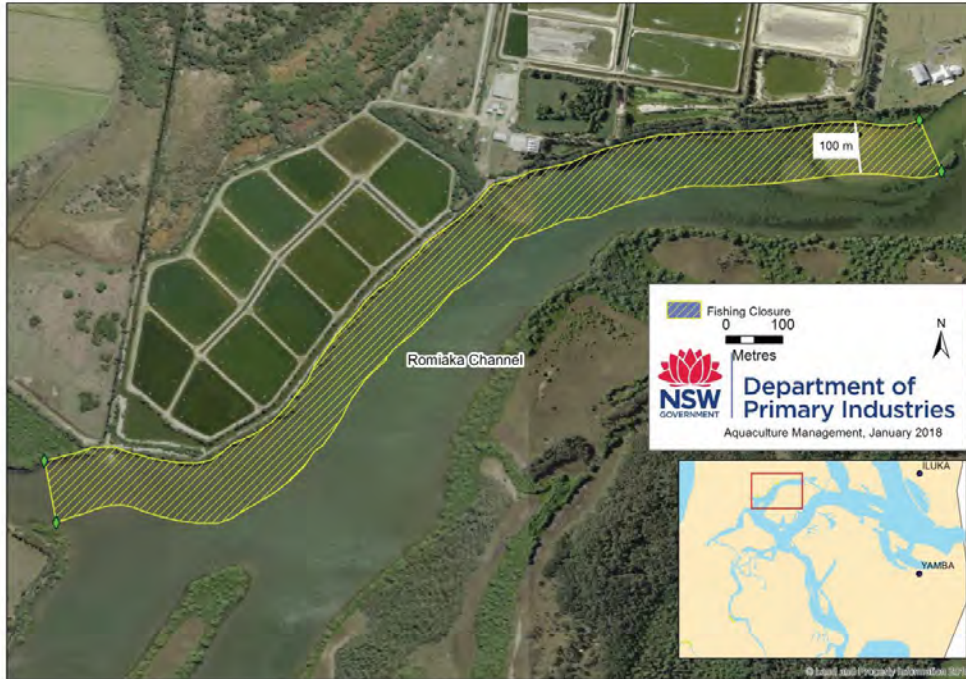
Waters adjacent to Tru Blu Prawn Farm – Palmers Island

The waters bounded by a line commencing at the point on the eastern bank of the Clarence River located at 29° 23.014' S / 153° 17.244' E approximately 10 m south of the jetty, and heading generally west-north-west 100m perpendicular offshore to the point located in the Clarence River at 29° 22.982' S / 153° 17.200' E, then heading generally south-west 100m from the shoreline along the mean high water mark to the point located in the Clarence River at 29° 23.219' S / 153° 17.061' E, then heading generally south-east to the point located on the eastern bank of the Clarence River at 29° 23.240' S / 153° 17.111' E, then heading generally north-north-east along the mean high water mark to the point of commencement.



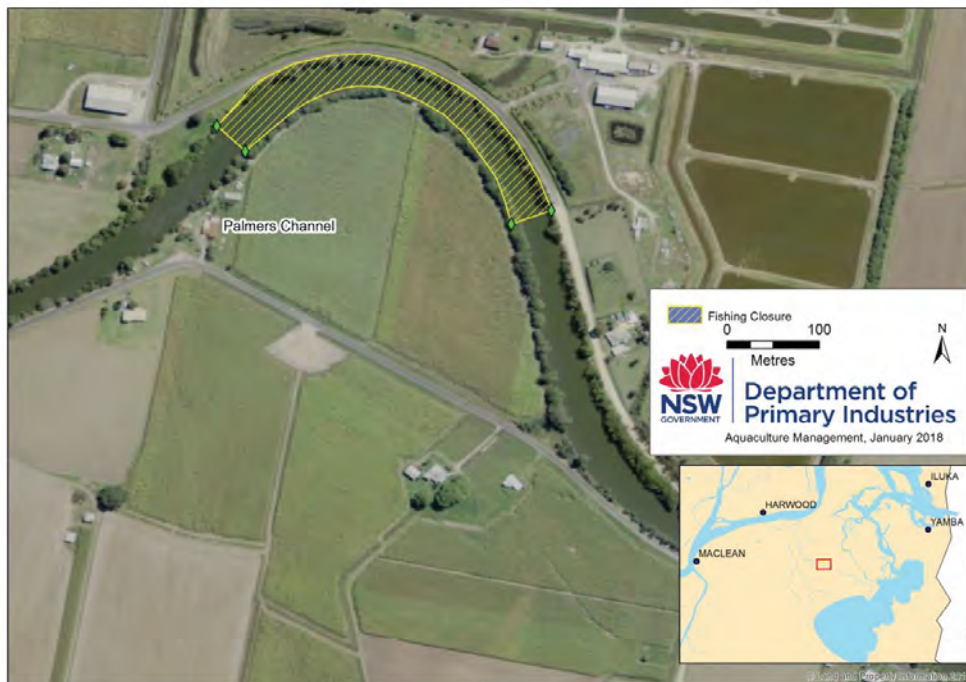
Waters adjacent to the prawn farm operated by Fortune Pty Ltd – Palmers Island

The waters bounded by a line commencing at the point on the north-western bank of the Romiaka Channel located at 29° 24.513' S / 153° 18.943' E, and heading generally south-east 100 m perpendicular offshore in line with the small island located in the Romiaka Channel at 29° 24.568' S / 153° 18.945' E, then heading generally west then south-west 100m from the shoreline along the mean high water mark to the point located on the outer-most edge of the mangrove forest adjacent to the western bank of the Romiaka Channel at 29° 24.897' S / 153° 18.119' E, then heading generally north to the southern edge of the mangrove forest located adjacent to the northern bank of the Romiaka Channel at point 29° 24.838' S / 153° 18.108' E then heading generally north-east along the mean high water mark to the point of commencement.



Waters adjacent to the prawn farm operated by Ausfarm Aquaculture Pty Ltd – Palmers Island

Part A: The waters bounded by a line commencing at the point on northern bank of Palmers Channel located at 29° 27.493' S / 153° 16.787' E, then heading generally south-south-east to the point located on the southern bank of Palmers Channel at 29° 27.507' S / 153° 16.804' E, then following the shoreline generally east along the mean high water mark to the point located on the southern bank of Palmers Channel at 29° 27.550' S / 153° 16.960' E, then heading generally north-east to the northern bank of Palmers Channel located at 29° 27.542' S / 153° 16.983' E to encompass the whole of the waters between mean high water mark on both banks of Palmers Channel.



Part B: The waters bounded by a line commencing at the point on western bank of Micalo Channel located at 29° 27.018' S / 153° 17.674' E, then heading generally north-east to the point located on the eastern bank of Micalo Channel at 29° 26.993' S / 153° 17.724' E, then following the shoreline generally south along the mean high water mark to the point located on the eastern bank of Micalo Channel at 29° 27.048' S / 153° 17.787' E, then heading generally south-west to the western bank of Micalo Channel located at 29° 27.113' S / 153° 17.755' E to encompass the whole of the waters between mean high water mark on both banks of Micalo Channel.



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

Dated this 18th day of January 2018.

DR GEOFF ALLAN
Deputy Director General DPI Fisheries
Department of Primary Industries
(an office within the Department of Industry)

[n2018-216]

Crown Land Notices

1300 886 235 www.crownland.nsw.gov.au

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Grattai; County – Wellington
Land District – Mudgee; LGA – Mid-Western Regional

Road Closed: Lot 1 DP 1226741

File No: 15/05469

SCHEDULE

On closing, the land within Lot 1 DP 1226741 remains vested in the State of New South Wales as Crown land.

[n2018-217]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Jedburgh; County – Roxburgh
Land District – Bathurst; LGA – Bathurst Regional

Road Closed: Lot 2 DP 1237151

File No: 17/08780

SCHEDULE

On closing, the land within Lot 2 DP 1237151 remains vested in the State of New South Wales as Crown land.

[n2018-218]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Alexandria; County – Cumberland
Land District – Metropolitan; LGA – Waverley

Road Closed: Lot 1-3 DP 1238821

File No: 16/07230

SCHEDULE

On closing, the land within Lot 1-3 DP 1238821 remains vested in Waverley Council as operational land for the purposes of the *Local Government Act 1993*.

Council Reference: A13/0061

[n2018-219]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Bywong; County – Murray
Land District – Queanbeyan; LGA – Queanbeyan-Palerang Regional

Road Closed: Lot 1 DP 1233647

File No: 16/07892

SCHEDULE

On closing, the land within Lot 1 DP 1233647 remains vested in the State of New South Wales as Crown land.

[n2018-220]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Thugga; County – Hume
Land District – Albury; LGA – Greater Hume

Road Closed: Lot 1 DP 1214175

File No: 12/07975

SCHEDULE

On closing, the land within Lot 1 DP 1214175 remains vested in the State of New South Wales as Crown land.

[n2018-221]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Oura; County – Clarendon
Land District – Wagga Wagga; LGA – Wagga Wagga

Road Closed: Lot 1 DP 1233429

File No: 16/04140

SCHEDULE

On closing, the land within Lot 1 DP 1233429 remains vested in the State of New South Wales as Crown land.

[n2018-222]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Ingebirah; County – Wallace
Land District – Cooma; LGA – Snowy Monaro Regional

Road Closed: Lots 1-2 DP 1230942

File No: 09/00016

SCHEDULE

On closing, the land within Lots 1-2 DP 1230942 remains vested in the State of New South Wales as Crown land.

[n2018-223]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parishes – Salisbury, Blacknote; County – Sandon
Land District – Armidale; LGA – Uralla

Road Closed: Lot 7 DP 1237719

File No: 17/08153

SCHEDULE

On closing, the land within Lot 7 DP 1237719 remains vested in the State of New South Wales as Crown land.

[n2018-224]

DEDICATION OF CROWN LAND AS PUBLIC ROAD

IT is hereby notified that in pursuance of Section 12 of the *Roads Act 1993*, the crown land particularised below is, from the date of publication of this notice, dedicated as public road. The public road hereby dedicated is declared not to be crown road within the meaning of the *Roads Act 1993*.

The Hon. Paul Toole M.P.
Minister for Lands and Forestry

Description

Parishes – Varies Counties – Varies
Land District – Varies

LGA – Wentworth

Lot/DP	Lot/DP	Lot/DP	Lot/DP
1/1193988	14/1193988	25/1193988	36/1193988
2/1193988	15/1193988	26/1193988	37/1193988
3/1193988	16/1193988	28/1193988	38/1193988
5/1193988	17/1193988	29/1193988	39/1193988
7/1193988	18/1193988	30/1193988	40/1193988
8/1193988	19/1193988	31/1193988	41/1193988
9/1193988	20/1193988	32/1193988	42/1193988
10/1193988	21/1193988	33/1193988	43/1193988
12/1193988	23/1193988	34/1193988	44/1193988
13/1193988	24/1193988	35/1193988	

Note: Affected parts of Crown Reserves 6, 327, 381, 537, 542, 9475, 14038, 24868, 630058, 69841, 72841, and 1013815 are hereby revoked by this dedication.

File No.: 14/00186

[n2018-225]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Ournie; County – Selwyn
Land District – Tumbarumba; LGA – Snowy Valleys

Road Closed: Lot 2 DP 1224072

File No: 16/03813

SCHEDULE

On closing, the land within Lot 2 DP 1224072 remains vested in the State of New South Wales as Crown land.

[n2018-226]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Momo; County – Narromine
Land District – Dubbo; LGA – Narromine

Road Closed: Lots 1-3 DP 1236713

File No: 16/10590

SCHEDULE

On closing, the land within Lots 1-3 DP 1236713 remains vested in the State of New South Wales as Crown land.

[n2018-227]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Momo; County – Narromine
Land District – Dubbo; LGA – Narromine

Road Closed: Lot 4 DP 1236714

File No: 16/10592

SCHEDULE

On closing, the land within Lot 4 DP 1236714 remains vested in the State of New South Wales as Crown land.

[n2018-228]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Hillas; County – Georgiana
Land District – Crookwell; LGA – Upper Lachlan

Road Closed: Lot 4 DP 1232453

File No: 16/09501

SCHEDULE

On closing, the land within Lot 4 DP 1232453 remains vested in the State of New South Wales as Crown land.

[n2018-229]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parish – Ournie; County – Selwyn
Land District – Tumbarumba; LGA – Snowy Valleys

Road Closed: Lot 1 DP 1224069

File No: 16/03751

SCHEDULE

On closing, the land within Lot 1 DP 1224069 remains vested in the State of New South Wales as Crown land.

[n2018-230]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parishes – Gulargambone, Armatree, Warrie; County – Ewenmar

Land District – Coonamble; LGA – Coonamble, Gilgandra

Road Closed: Lots 11-12 DP 1235637, Lot 13 DP 1235639, Lot 2 DP 1235708

File No: 17/05321

SCHEDULE

On closing, the land within Lots 11-12 DP 1235637, Lot 13 DP 1235639, Lot 2 DP 1235708 remains vested in the State of New South Wales as Crown land.

[n2018-231]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

Parishes – Marina, Moppity; Counties – Monteagle, Harden

Land District – Young; LGA – Hilltops

Road Closed: Lots 1-2 DP 1237152

File No: 17/05207

SCHEDULE

On closing, the land within Lot 1 DP 1237152 remains vested in the State of New South Wales as Crown land.

On closing, the land within Lot 2 DP 1237152 becomes vested in the State of New South Wales as Crown land.

Council's reference: CL562234

[n2018-232]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parish – Angoperran; County – Clive
Land District – Tenterfield; LGA – Tenterfield*

Road Closed: Lot 1 DP 1219586

File No: 15/01448

SCHEDULE

On closing, the land within Lot 1 DP 1219586 remains vested in the State of New South Wales as Crown land.

[n2018-233]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parishes – Bundoowithidie, Menadool; County – Courallie
Land District – Moree; LGA – Moree Plains*

Road Closed: Lot 3 DP 1237015

File No: 16/02754

SCHEDULE

On closing, the land within Lot 3 DP 1237015 remains vested in the State of New South Wales as Crown land.

[n2018-234]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parish – Richmond; County – Hume
Land District – Corowa; LGA – Greater Hume*

Road Closed: Lots 31-32 DP 1234774

File No: 17/06104

SCHEDULE

On closing, the land within Lot 31 DP1234774 remains vested in the State of New South Wales as Crown land.

On closing, the land within Lot 32 DP1234774 that was formerly Council road becomes vested in the State of New South Wales as Crown Land.

Council's reference: MO:SS

[n2018-235]

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to

the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parishes – Clive, Hebden; County – Urana
Land District – Urana; LGA – Lockhart*

Road Closed: Lots 1, 3 DP 1218668

File No: 15/09772

SCHEDULE

On closing, that part of Lots 1, 3 DP 1218668 which was formerly Crown road remains vested in the State of New South Wales as Crown Land.

On closing, that part of Lot 3 DP 1218668 which was formerly Council road becomes vested in the State of New South Wales as Crown Land.

[n2018-236]

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon Paul Toole, MP
Minister for Lands and Forestry

DESCRIPTION

*Parish – Clive; County – Urana
Land District – Urana; LGA – Lockhart*

Road Closed: Lot 2 DP 1218668

File No: 15/09775

SCHEDULE

On closing, the land within Lot 2 DP 1218668 which was formerly Council road becomes vested in the State of New South Wales as Crown land.

[n2018-237]

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 in that Column, 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.

The Hon Paul Toole, MP
Minister for Lands and Forestry

Schedule 1

Column 1	Column 2	Column 3
<p>Anthony Simpson (re-appointment) For a term commencing 18 January 2018 and expiring 17 January 2020.</p> <p>Carol Ann Provan (new member) For a term commencing 18 January 2018 and expiring 17 January 2021.</p> <p>Jennifer Ann Davis (new member) For a term commencing 18 January 2018 and expiring 17 January 2021.</p> <p>Maria Cosmidis (new member) For a term commencing 18 January 2018 and expiring 17 January 2022.</p> <p>Stephen Raymond William McDowall (new member) For a term commencing 18 January 2018 and expiring 17 January 2022.</p> <p>Joanne Emily Muller (new member) For a term commencing 18 January 2018 and expiring 17 January 2023.</p> <p>Anthony John Lee (re-appointment) For a term commencing 18 January 2018 and expiring 17 January 2023.</p>	<p>Southern Metropolitan Cemeteries Trust</p>	<p>Reserve No. 66305</p> <p>Public Purpose: addition, cemetery Notified: 9 October 1936</p> <p>Reserve No. 77444</p> <p>Public Purpose: addition, cemetery Notified: 11 February 1955</p> <p>Dedication No. 500540</p> <p>Public Purpose: general cemetery Notified: 2 April 1895</p> <p>Dedication No. 500600</p> <p>Public Purpose: general cemetery Notified: 10 January 1888</p> <p>File Reference: 12/05485</p>

Schedule 2

Column 1	Column 2	Column 3
<p>Kevin Daniel McCarthy (new member)</p> <p>Peter Anthony McDonald (re-appointment)</p> <p>Mark William Edwards (re-appointment)</p> <p>Rachel Jane Trevaskis (re-appointment)</p> <p>Ian William Dawes (re-appointment)</p> <p>Michael Gerard McDonald (new member)</p> <p>Allan Raymond Brown (re-appointment)</p> <p>For a term commencing the date of this notice and expiring 25 January 2023</p>	<p>Murwillumbah Showground Trust</p>	<p>Dedication No. 540097</p> <p>Public Purpose: addition, showground Notified: 30 August 1911</p> <p>File Reference: 12/07418</p>

Schedule 2

Column 1	Column 2	Column 3
Kenneth Martin Murphy (re-appointment) Leone Robyn Vrieling (re-appointment) Graeme John Mathieson (re-appointment) Kerry Terese Sproston (re-appointment) For a term commencing 08 Mar 2018 and expiring 07 March 2023	Narrandera Racecourse Trust	Dedication No. 559011 Public Purpose: racecourse Notified: 2 February 1889 File Reference: GH89R22-002

[n2018-238]

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

Pursuant to section 34A(2)(b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon Paul Toole, MP
 Minister for Lands and Forestry

Schedule

Column 1	Column 2
monitoring bore sites	Reserve No. 86645 Public Purpose: site for public buildings Notified: 1 March 1968 File Reference: 17/11440

Schedule

Column 1	Column 2
monitoring bore sites	Reserve No. 753161 Public Purpose: future public requirements Notified: 29 June 2007 File Reference: 17/11440

Schedule

Column 1	Column 2
site investigation	Reserve No. 1033748 Public Purpose: access, government purposes, public recreation, recreational fishing Notified: 18 November 2011 File Reference: 18/00371

Schedule

Column 1	Column 2
sporting event	Reserve No. 76317 Public Purpose: future public requirements Notified: 23 October 1953 File Reference: 18/00279

Schedule

Column 1	Column 2
garden encroachments	Reserve No. 68589 Public Purpose: public recreation Notified: 18 August 1939 File Reference: 17/08424

Schedule

Column 1	Column 2
pipeline	Reserve No. 15022 Public Purpose: travelling stock Notified: 9 January 1892 File Reference: 17/09772

Schedule

Column 1	Column 2
dam	Reserve No. 95184 Public Purpose: future public requirements Notified: 12 June 1981 File Reference: 17/08916

Schedule

Column 1	Column 2
pontoon ramp wharf	Reserve No. 64558 Public Purpose: public recreation Notified: 25 May 1934 File Reference: 15/07453

Schedule

Column 1	Column 2
storage area	Reserve No. 4492 Public Purpose: travelling stock Notified: 18 February 1888 File Reference: 17/10742

[n2018-239]

Water Notices

SYDNEY WATER ACT 1994

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

SYDNEY WATER CORPORATION
ABN 49 776 225 038

Notice of Compulsory Acquisition of Land at Kellyville

SYDNEY WATER CORPORATION declares, with the approval of His Excellency the Governor and the Executive Council, that the interest in the land described in Schedule 1 of this notice affecting the land described in Schedule 2 of this notice are acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*, for the purposes of the *Sydney Water Act 1994*.

Dated: 17 January 2018

Signed for and on behalf of SYDNEY WATER CORPORATION of 1 Smith Street, Parramatta by GRANT MAY, its duly authorised delegate under section 50(3)(a) of the *Interpretation Act 1987*.

SCHEDULE 1

Freehold land.

SCHEDULE 2

Lot 16 Deposited Plan 1198944, excepting thereout the easement to drain water benefiting The Hills Shire Council which was created on registration of Deposited Plan 597871 at NSW Land Registry Services.

[n2018-240]

SYDNEY WATER ACT 1994

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

SYDNEY WATER CORPORATION
ABN 49 776 225 038

Notice of Compulsory Acquisition of Land at Kellyville

SYDNEY WATER CORPORATION declares, with the approval of His Excellency the Governor and the Executive Council, that the interest in the land described in Schedule 1 of this notice affecting the land described in Schedule 2 of this notice are acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*, for the purposes of the *Sydney Water Act 1994*.

Dated: 17 January 2018

Signed for and on behalf of SYDNEY WATER CORPORATION of 1 Smith Street, Parramatta by GRANT MAY, its duly authorised delegate under section 50(3)(a) of the *Interpretation Act 1987*.

SCHEDULE 1

Freehold land.

SCHEDULE 2

Lot 14 Deposited Plan 1198944, excepting thereout the easement to drain water benefiting The Hills Shire Council which was created on registration of Deposited Plan 597871 at NSW Land Registry Services.

[n2018-241]

WATER ACT 1912

An application under Part 8 of the *Water Act 1912*, being within a proclaimed (declared) local area under section 5(4) of the *Water Act 1912*.

Application(s) for approval of controlled works under section 167 of the *Water Act 1912* within the proclaimed local area(s) described hereunder has been received as follows:

Upper Namoi Valley Floodplain

Francis Edward and Rosemary Michelle Chisholm for proposed storage, supply channels and existing levees on Lots 6, 25, 89 and 90 DP 754936, Lots 21 and 22 DP 861052 and Lot 882 DP 602584, Lots 1 and 2 DP 1099021,

Lot 1 DP 404983 Parish of Durrisdeer, County of Nandewar on the property "Wodonga – Dalblair" for prevention of inundation of land, irrigation and drainage development and storage. (90CW811087)

Any inquiries should be directed to (02) 67631465. Written objections from any local occupier or statutory authority to the application specifying the grounds and how their interests are affected, must be lodged with the DoI Water, 4 Marsden Park Road, Calala NSW 2340 within 28 days of the date of publication.

Chris Binks, Water Regulation Officer

[n2018-242]

WATER ACT 1912

An application under Part 8 of the *Water Act 1912*, being within a proclaimed (declared) local area under section 5(4) of the *Water Act 1912*.

Application(s) for approval of controlled works under section 167 of the *Water Act 1912* within the proclaimed local area(s) described hereunder has been received as follows:

Gwydir Valley Floodplain

Christopher Bruce and Maree Joyce Crockett and Thomas Bruce Crockett for proposed storages, supply channels and existing and proposed levees on Lots 34, 35 and 56 DP 753916, Lot 2 DP 256546 and Lot 522 DP 870602, Parish of Burrendong, County of Jamison and all controlled works authorised under 90CW810649 on the property "Shettleston" for prevention of inundation of land, irrigation and drainage development and storage (replacement of existing Approval 90CW810649).

Any inquiries should be directed to (02) 67631465. Written objections from any local occupier or statutory authority to the application specifying the grounds and how their interests are affected, must be lodged with the DoI Water, 4 Marsden Park Road, Calala NSW 2340 within 28 days of the date of publication (90CW811081).

Chris Binks, Water Regulation Officer

[n2018-243]

WATER MANAGEMENT ACT 2000

Sections 123 and 124

RENEWAL AND AMENDMENT OF OPERATING LICENCE

NOTICE is given that, pursuant to sections 123 and 124 of the *Water Management Act 2000*, the Governor of New South Wales has, on 24th January 2018, renewed and amended the Operating Licence of Coleambally Irrigation Co-operative Limited, for a period of ten years. The renewed Operating Licence commences on the day this notice is published in the NSW Government Gazette.

[n2018-244]

WATER MANAGEMENT ACT 2000

Sections 123 and 124

RENEWAL AND AMENDMENT OF OPERATING LICENCE

NOTICE is given that, pursuant to sections 123 and 124 of the *Water Management Act 2000*, the Governor of New South Wales has, on 24th January 2018, renewed and amended the Operating Licence of Jemalong Irrigation Limited, for a period of ten years. The renewed Operating Licence commences on the day this notice is published in the NSW Government Gazette.

[n2018-245]

WATER MANAGEMENT ACT 2000

Sections 123 and 124

RENEWAL AND AMENDMENT OF OPERATING LICENCE

NOTICE is given that, pursuant to sections 123 and 124 of the *Water Management Act 2000*, the Governor of New South Wales has, on 24th January 2018, renewed and amended the Operating Licence of Murray Irrigation Limited, for a period of ten years. The renewed Operating Licence commences on the day this notice is published in the NSW Government Gazette.

[n2018-246]

WATER MANAGEMENT ACT 2000

Sections 123 and 124

RENEWAL AND AMENDMENT OF OPERATING LICENCE

NOTICE is given that, pursuant to sections 123 and 124 of the *Water Management Act 2000*, the Governor of New South Wales has, on 24th January 2018, renewed and amended the Operating Licence of Western Murray Irrigation Limited, for a period of ten years. The renewed Operating Licence commences on the day this notice is published in the NSW Government Gazette.

[n2018-247]

Other Government Notices

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration pursuant to Section 76

TAKE NOTICE that the registration of the following associations is cancelled by this notice pursuant to section 76 of the *Associations Incorporation Act 2009*.

ALMI DENHURA MANDAEAN UNION INCORPORATED	INC9895477
ART AID AUSTRALIA INCORPORATED	INC9895545
AUSTRALIA GUANGXI ASSOCIATION (SYDNEY) INCORPORATED	INC9895514
AUSTRALIA-CHINA MERCHANTS ASSOCIATION INCORPORATED	INC9895512
AUSTRALIAN YEMEN CULTURAL ASSOCIATION INCORPORATED	INC9895534
BOOTS PRODUCTION COMPANY INCORPORATED	INC9895495
CHRISTIAN CROSS-CULTURE ASSOCIATION INCORPORATED	INC9895484
COORAH BAMAL INCORPORATED	INC9895496
CULTURAL DIVERSITY SPORTS & CULTURAL ASSOCIATION INCORPORATED	INC9895497
ENDURANCE EVENTS INCORPORATED	INC9895480
HELP LITTLE HANDS INCORPORATED	INC9895522
INTEGRITY WATERS INCORPORATED	INC9895529
JAPANESE & KOREAN MISSION CHURCH IN AUSTRALIA INCORPORATED	INC9895483
JESUS ONE WORLD MISSION INCORPORATED	INC9895489
KINGS SPORTS CLUB ASSOCIATION INCORPORATED	INC9895482
KOREAN HIBISCUS SOCIETY OF AUSTRALIA INC	INC9895493
ME INCORPORATED	INC9895492
NSW SLED DOGS CLUB INCORPORATED	INC9895523
ORDER OF SAINT JOSEPH INCORPORATED	INC9895502
RIVERINA CARERS FOUNDATION INCORPORATED	INC9895431
SANGARATHAI DEVELOPMENT SOCIETY (AUSTRALIA) INCORPORATED	INC9895542
SHANGHAI NORMAL UNIVERSITY ALUMNI ASSOCIATION OF AUSTRALIA INC	INC9895473
SIMPLY ART 2444 INC	INC9895532
SOUTHERN DISTRICTS OCEAN PADDLERS INCORPORATED	INC9895472
THE GREAT BARISTA COMPETITION INCORPORATED	INC9895507
THE YULUWIRRI UNITED INC	INC9895543
TUMUT PLAYGROUND COMMITTEE INCORPORATED	INC9895486
UNITED ISLAMIC ASSOCIATION OF AUSTRALIA INCORPORATED	INC9895515
UPPER MOUNTAINS BRIDGE CLUB INC	INC9895508
WORLD LEBANESE CULTURAL UNION OF AUSTRALIA AND NEW ZEALAND INCORPORATED	INC9895487

Cancellation is effective as at the date of gazettal.

Dated this 23rd day of January 2018.

Christine Gowland
 Delegate of the Commissioner
 NSW Fair Trading

[n2018-248]

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of incorporation pursuant to section 74

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to section 74 of the *Associations Incorporation Act 2009*.

AUSTRALIAN RETIRED PERSONS ASSOCIATION NEWCASTLE INCORPORATED	Y2026940
BANKSTOWN SCHOOL FOR DOGS INCORPORATED	INC9879133
BORDER FISH KEEPERS INCORPORATED	INC9897126
COMBINED SERVICES CLUB OF BALLINA INCORPORATED	INC9875490
COUNSELLORS AND PSYCHOTHERAPISTS ASSOCIATION OF NEW SOUTH WALES INCORPORATED	Y2939147
EXTREME DISABLEMENT ADJUSTMENT (EDA) VETERANS ASSOCIATION AUSTRALIA INCORPORATED	Y2620928
GOODWILL CHARITY CARD SHOP INCORPORATED	Y1545524
HENTY CATERING ASSOCIATION INC	Y0138937
HENTY GARDEN CLUB INC	Y1532243
LIONS CLUB OF BEECROFT-CHELLENHAM INCORPORATED	INC9881260
LISMORE COMMUNITY SUSTAINABILITY FORUM INCORPORATED	INC9891113
MAD INDOCHINA INCORPORATED	INC9889497
MONARO DISTRICT BOWLING ASSOCIATION INCORPORATED	INC9878725
MULLUMBIMBY HIGH SCHOOL EX-STUDENTS ASSOCIATION INCORPORATED	INC9890778
MUSWELLBROOK SHIRE CONCERT BAND INCORPORATED	Y1187424
NEW ENGLAND PARENTS AND FRIENDS ASSOCIATION INCORPORATED	INC9883293
PROBUS CLUB OF WEST EPPING INCORPORATED	Y1342935
RUSSIAN ETHNIC COMMUNITY COUNCIL OF NEW SOUTH WALES INCORPORATED	Y2315834

Cancellation is effective as at the date of gazettal.

Dated this 23 January 2018.

Jodie Matheson
 Delegate of the Commissioner
 NSW Fair Trading

[n2018-249]

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of Section 8 of the *Geographical Names Act 1966*, the Geographical Names Board proposes to rename a Trigonometrical Station in Singleton Local Government Area as *Buffier Trigonometrical Station*.

The Trigonometrical Station is currently known as Howick Trigonometrical Station and is located approximately 3.4 kilometres west from the intersection of The Mitchell Line and Lemington Road in the locality of Lemington. The coordinates of the Trigonometrical Station are -32° 28' 32.86193", 150° 55' 31.36927".

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can be viewed and submissions lodged on the Geographical Names Board website at www.gnb.nsw.gov.au from Wednesday 24 January 2018 to Wednesday 28 February 2018. Alternatively, email submissions may be lodged with the Secretary, Geographical Names Board, at ss-gnb@finance.nsw.gov.au and written submissions mailed to 346 Panorama Ave, Bathurst, NSW 2795.

In accordance with Section 9 of the *Geographical Names Act 1966*, all submissions lodged may be subject to a Government Information (Public Access) application and may be viewed by a third party to assist the Board in considering this proposal.

NARELLE UNDERWOOD
Chair
Geographical Names Board
PO Box 143
BATHURST NSW 2795

[n2018-250]

GEOGRAPHICAL NAMES ACT 1966

Notice of Proposal to Amend Locality Boundaries in the Kosciuszko National Park

PURSUANT to the provisions of Section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to discontinue the locality of Kosciuszko National Park to assign the new address localities of Gooandra, Nungar, Burrungubugge, Munyang, Guthega, Charlotte Pass, Ngarigo, Thredbo, Ingeegoodbee, Kiandra, Tolbar, Creel Bay, Wilsons Valley, Smiggins Holes, Perisher Valley, Bullocks Flat, Jacobs River and Broken Dam as shown on map GNB5886-1-A.

Copies of map GNB5886-1-A showing the proposal will be placed on display at:

- Snowy Monaro Regional Council, Cooma Office, 81 Commissioner Street, Cooma
- Snowy Monaro Regional Council, Berridale Office, 2 Myack Street, Berridale
- Snowy Monaro Regional Council, Bombala Office, 71 Caveat Street, Bombala
- Snowy Monaro Regional Council, Jindabyne Office, 2/1 Gippsland Street, Jindabyne
- Tumut Visitor Centre, The Old Butter Factory, 5 Adelong Road, Tumut
- Snowy Region Visitor Centre, 49 Kosciuszko Road, Jindabyne

The maps will be on display from Wednesday 24 January 2018 until Monday 26 February 2018.

A copy of map GNB5886-1-A will also be on display at the office of the Geographical Names Board, Spatial Services, 346 Panorama Avenue, Bathurst NSW 2795 during the above dates.

Details of this proposal may be viewed and submissions lodged on the Geographical Names Board website at www.gnb.nsw.gov.au. Alternatively, email submissions may be lodged with the Secretary, Geographical Names Board, at ss-gnb@finance.nsw.gov.au or written submissions mailed to 346 Panorama Ave, Bathurst, NSW 2795.

In accordance with Section 9 of the *Geographical Names Act 1966*, all submissions lodged may be subject to a Government Information (Public Access) application and may be viewed by a third party to assist the Board in considering this proposal.

NARELLE UNDERWOOD
Chair
Geographical Names Board
PO Box 143
BATHURST NSW 2795

[n2018-251]

GEOGRAPHICAL NAMES ACT 1966

ERRATUM

In the notice referring to the assignment of geographical names on the Albion Park Map, Folio 3929, 7 September 1973, the name 'Stony Range' was spelt incorrectly. The correct spelling for this name is 'Stoney Range'. This notice corrects that error.

Narelle Underwood
Chair
Geographical Names Board
P O Box 143
BATHURST 2795

[n2018-252]

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 a geographical names.

Harold Park for a reserve located adjacent to Ross Street, Forest Lodge, on the former site of the Harold Park Paceway.

Nita McCrae Park for a reserve located at 2 Watson Road, Millers Point, adjacent to the Abraham Mott Hall and Harry Jensen Centre.

Frances Newton Reserve for a reserve located at 222 Palmer Street, Darlinghurst.

The position and extent for these features is 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

NARELLE UNDERWOOD

Chair

Geographical Names Board

PO Box 143

BATHURST NSW 2795

[n2018-253]

POISONS AND THERAPEUTIC GOODS REGULATION 2008

ORDER

Withdrawal of Drug Authority

In accordance with the provisions of clause 175(1) of the *Poisons and Therapeutic Goods Regulation 2008* an Order has been made on **Dr Francis Robin Weekes (MED0001046411)**, of Revesby NSW 2212, prohibiting him until further notice, as a medical practitioner, from supplying or having possession of drugs of addiction as authorised by clause 101 of the Regulation and issuing a prescription for a drug of addiction as authorised by clause 77 of the Regulation.

This Order is to take effect on and from 26 January 2017.

Dated at Sydney, 23 January 2017

ELIZABETH KOFF

Secretary

NSW Health

[n2018-254]

POISONS AND THERAPEUTIC GOODS REGULATION 2008

ORDER

Withdrawal of Drug Authority

In accordance with the provisions of clause 175(1) of the *Poisons and Therapeutic Goods Regulation 2008* an Order has been made on **Dr Mohammed Jaffer (MED0001194252)**, of Glenmore Park NSW 2745, prohibiting him until further notice, as a medical practitioner, from supplying or having possession of drugs of addiction as authorised by clause 101 of the Regulation and issuing a prescription for a drug of addiction as authorised by clause 77 of the Regulation.

This Order is to take effect on and from 25 January 2018.

Dated at Sydney, 22 January 2018

ELIZABETH KOFF

Secretary

NSW Health

[n2018-255]

PUBLIC LOTTERIES ACT 1996

POWERBALL - APPROVAL OF AMENDMENT TO THE RULES

I, Paul Sariban, A/Executive Director Regulatory Policy & Strategy, pursuant to s.23 of the Public Lotteries Act 1996 (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Racing pursuant to section 81 of the Act, the Rules for the conduct of Games of Powerball and Games of Promotional Powerball by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 13 April 2018.

Dated this 18th day of January 2018

Paul Sariban)
A/Executive Director Regulatory)
Policy and Strategy)

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 13 April 2018. These Rules supersede the Rules notified previously in the Government Gazette.

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SCHEDULES

SELLING FEES PAYABLE FOR THE GAME OF POWERBALL..... **ERROR! BOOKMARK NOT DEFINED.**

RULE 1 DEFINITIONS

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

- equipment of the Licensee for purposes associated with Games of Powerball or Games of Promotional Powerball;
- (xi) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:
- (1) a Player's Entry in a Game of Powerball;
 - (2) a Syndicate Entry in a Game of Powerball;
 - (3) a Syndicate Player's Syndicate Share in a Game of Powerball; and
 - (4) where appropriate a Player's entry in a Game of Promotional Powerball;
- (xii) "Conduct" in relation to a Game of Powerball and a Game of Promotional Powerball has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for a Drawing of a Game of Powerball, determined by the Licensee from time to time;
- (xv) "Drawing" means:
- (1) in relation to a Game of Powerball (but not including a Second Drawing) the selection of the Winning Numbers by lot using Drawing Devices;
 - (2) in relation to a Second Drawing the selection by lot of the Winning Numbers using Drawing Devices;
- (xvi) "Drawing Date" in relation to a Game of Powerball means the date on which the Winning Numbers are selected in respect of that Game of Powerball and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Powerball;
- (xvii) "Drawing Devices" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xix) "Entry" means the Numbers in a Game of Powerball which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the

- correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Powerball and/or a Game of Promotional Powerball via a Computer Linked Terminal;
- (xxi) "Game of Powerball" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Powerball;
- (xxii) "Game of Promotional Powerball" means a public lottery Conducted for the purpose of promoting a Game of Powerball, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Powerball; and
 - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxiii) "Game Panel" means:
- (1) the two separate but related matrices on an Entry Coupon: the main matrix containing the Numbers from 1 to 35 in arithmetical sequence and the related Powerball matrix containing the Numbers from 1 to 20 in arithmetical sequence; or
 - (2) a single game on a Ticket and the Entry to which it relates.
- (xxiv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) "Jackpot Drawing" means the next Drawing of a Game of Powerball (other than a Second Drawing), as approved by the Licensee following the Drawing of a Game of Powerball (other than a Second Drawing) where there is no winner in accordance with Rule 12(h) Division 1(i);
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
 - (2) the Computer Linked Terminal;
 - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxviii) "Minister" means the Minister for the time being administering the Act;

- (xxix) "Multiple Draws Entry" means an Entry that is valid for more than one Drawing;
- (xxx) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:
 - (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
 - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
 - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
 - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
 - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxi) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Powerball and entries into Games of Promotional Powerball;
- (xxxv) "Overseas Authority" means a person who is authorised to Conduct Games of Powerball and Games of Promotional Powerball in Participating Areas overseas;
- (xxxvi) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Powerball under a corresponding law;
- (xxxvii) "Player" means a person who:
 - (1) has paid the correct Subscription and Commission for a valid Entry; and/or
 - (2) holds a valid Entry; and/or
 - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and

includes where relevant a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of Promotional Powerball to the Licensee or a Retailer for the purposes of receiving a Prize;

- (xxxviii) "Powerball Number" in relation to a Game of Powerball means the first and only Number drawn from the second Drawing Device
- (xxxix) "Prize" means any Prize determined in accordance with Rule 12;
- (xl) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Powerball as specified in Rule 12(a);
- (xli) "Prize Fund" means an account established under Section 27 of the Act and known as the Powerball Prize Fund Account;
- (xlii) "Prize Pool" has the meaning in Rule 12(b);
- (xliii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
 - (1) the amounts specified in Rule 12(c); and
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xliv) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Powerball and Games of Promotional Powerball pursuant to Section 12 of the Act;
- (xlv) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xlvi) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlviii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlix) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;

- (l) "Regulation" means a regulation made under the Act;
- (li) "Reseller" means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Powerball and instructions with respect to a Game of Promotional Powerball from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (lii) "Retailer" means a person or agent appointed by the Licensee for purposes associated with Games of Powerball and Games of Promotional Powerball Conducted by the Licensee and includes a Reseller;
- (liii) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (liv) "Second Drawing" means an additional Drawing Conducted as part of a Game of Powerball in accordance with the Rules;
- (lv) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (lvi) "Standard Entry" means the Entry referred to in Rule 8;
- (lvii) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lviii) "Syndicate Entry" is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Powerball or other products is divided into a number of equal shares;
- (lix) "Syndicate Organiser" is a person referred to in Rule 10;
- (lx) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; 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, a Retailer for the purposes of receiving a Prize;
- (lxi) "Syndicate Share" means a share of a Syndicate Entry;

- (Ixii) "Syndicate Share Fee" means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
 - (Ixiii) "System Entry" means an Entry referred to in Rule 9;
 - (Ixiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Powerball or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Powerball, and which:
 - (1) contains Entry or Syndicate Share details; and
 - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
 - (Ixv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a Game of Powerball;
 - (Ixvi) "Winning Numbers" in relation to a Game of Powerball (including a Second Drawing) means the seven numbers drawn from the first Drawing Device.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

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

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

- (f) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
 - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction:
 - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using substitute Drawing Devices as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and the Powerball Number are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawing is conducted.
- (h) The Licensee may Conduct a Game of Promotional Powerball in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Powerball in conjunction with another Game of Powerball or

separately from a Game of Powerball or otherwise in conjunction with another lottery Conducted by the Licensee.

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

RULE 3 APPLICATION OF RULES

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

RULE 4 OBJECT

The object of the Game of Powerball is to select seven (7) Winning Numbers in the main matrix and one (1) Powerball Number in the Powerball matrix in a Game Panel.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POWERBALL

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

- (b) Any Ticket issued shall be subject to Rule 6 hereof.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Coupon may be used by a Player to enter a Game of Powerball by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) or Syndicate Share made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6(e) acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (d) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 15 the following apply –
- (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
- (ii) A Retailer who has sold an Entry or Syndicate Share into a Game of Powerball may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
- (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.

- (f) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee, or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee, of the error in the cancellation of a Ticket.
- (h) Where an Entry or Syndicate Share in a Game of Powerball has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
 - (i) no Selling Fee or Syndicate Share Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Powerball; and
 - (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Powerball; thenthe Retailer shall be liable for and shall meet the cost of the Selling Fee or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Share and in such case, for the purposes of these Rules, such Retailer shall:
 - (iii) be considered a Player or Syndicate Player as the case may be; and
 - (iv) be the holder of the Entry or Syndicate Share, as the case may be; and
 - (v) owe the Licensee the amount of the unpaid Selling Fee or Syndicate Share Fee as a debt due and owing to the Licensee.
- (i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (j) A Reseller has no authority to verify the accuracy or completion by a Player or Syndicate Player of any part of an Entry Coupon or any other approved Entry or Syndicate Share whether by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Powerball by a Player or Syndicate Player with a Reseller does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player using a Reseller to submit an Entry Coupon or any other approved Entry or Syndicate Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon or any other approved Entry or Syndicate Share, the issue of any Ticket and the payment of any Prize.

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

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedule 1 of these Rules. By entering a Game of Powerball the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Powerball a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.

- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of seven (7) Numbers in the main matrix of a Game Panel, and either:
 - (i) one (1) Powerball Number in the Powerball matrix in a Game Panel; or
 - (ii) all twenty (20) Powerball Numbers in the Powerball matrix in a Game Panel;and may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, seven (7) Numbers shall have been marked in the main matrix in a Game Panel.
- (d) In the case of Rule 8(a)(i) the minimum number of Standard Entries that can be played is
 - (i) four (4) Game Panels where entry is made via an Entry Coupon; or
 - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
 - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8 (d) (ii)
 - (iv) the Selling Fee for each Standard Entry is set out in Schedule 1.
- (e) In the case of Rule 8(a)(ii):
 - (i) The minimum number of Standard Entries that can be played is one (1) Game Panel; and
 - (ii) the Selling Fee for each Standard Entry is set out in Schedule 1.
- (f) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.

RULE 9 SYSTEM ENTRY

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

RULE 10 SYNDICATE ENTRY

- (a) A Syndicate Entry may be formed by:
- (i) the Licensee;
 - (ii) a Retailer; or
 - (iii) a group of two (2) or more Retailers;
- and each will be known as “Syndicate Organisers”.
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
- (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry; or
 - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
 - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
 - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
 - (3) in accordance with Rule 10(b)(iii)(2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;
 - (iii) for a Syndicate Entry formed by the Licensee:
 - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
 - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player
 - (iv) if a Syndicate Share is issued under Rule 10(b)(i), 10(b)(ii)(1), 10(b)(ii)(2), or 10(b)(ii)(3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.

- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
 - (i) is not eligible to be entered into a Game of Powerball and
 - (ii) shall not be included in a Drawing; andno person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Powerball or a Game of Promotional Powerball.
- (c) An Entry or Automatic Entry may be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share;
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
 - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
 - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

*The Chief Executive Officer
New South Wales Lotteries;*

Email to: Customersupport@nswlotteries.com.au; or
Mail to: *Locked Bag 7, COORPAROO DC QLD 4151*

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.

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

RULE 12 PRIZES

- (a) The Prize Allocation in a Game of Powerball shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Powerball shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Powerball shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions and shall be used to:
 - (i) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12(h) Division 1;
 - (ii) fund any prize payable pursuant to Rule 12(i), Rule 12(j) and Rule 12(k).
- (d) Prizes for each Game of Powerball shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(h) Division 1, Division 2, Division 3, Division 4, Division 5, Division 6, Division 7, Division 8 and Division 9.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.
- (g) Subject to Rule 12(f), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.
- (h) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool.

Division 1 -

- (i) A Prize of an amount equal to 40.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains all the Winning Numbers plus the Powerball Number. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.

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

Division 2 -

A Prize of an amount equal to 1.1% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains the seven (7) Winning Numbers.

Division 3 -

A Prize of an amount equal to 1.1% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains six (6) but not more than six (6) of the seven (7) Winning Numbers plus the Powerball Number.

Division 4 -

A Prize of an amount equal to 2% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains six (6) but not more than six (6) of the seven (7) Winning Numbers.

Division 5 -

A Prize of an amount equal to 1.5% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the seven (7) Winning Numbers from the first barrel plus the Powerball Number.

Division 6 -

A Prize of an amount equal to 9.7% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the seven (7) Winning Numbers from the first barrel plus the Powerball Number.

Division 7 -

A Prize of an amount equal to 7.6% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the seven (7) Winning Numbers from the first barrel.

Division 8 -

A Prize of an amount equal to 15% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the seven (7) Winning Numbers plus the Powerball Number.

Division 9 -

A Prize of an amount equal to 22% of the Prize Pool shall be payable in respect of an Entry or Syndicate Entry which contains two (2) but not more than two (2) of the seven (7) Winning Numbers plus the Powerball Number.

(i) Second Drawing

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

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

(j) A Game of Powerball may include:

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

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

(k) Prizes in a Game of Promotional Powerball

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

(l) Determination of Prizes in a Game of Promotional Powerball

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

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

RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Powerball the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the Winning Numbers and the Powerball Number;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of each Prize Division and the number of Prize Winners in each Prize Division.

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

- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Powerball as soon as possible after the completion of such Game of Promotional Powerball.

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

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

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

- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d) and 14(e) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Multiple Draws Exchange Ticket for any subsequent valid Drawings. . For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14(f) will be paid by the Licensee either by cheque or by remittance of funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
 - (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize, (or in the case of a Syndicate Entry a share in a Division 1 Prize) pursuant to Rule 14(b) and who has not been notified within five (5) days in accordance with Rule 14(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
 - (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share in a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.
- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A:
 - (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
 - (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14(e);

must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14(l).

- (l) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i) and 14(k) are:
 - (i) the name and address of the Player or Syndicate Player;
 - (ii) the Ticket Number;
 - (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
 - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
 - (vi) such further evidence or information as the Licensee requires.
- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or Share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or share of a Prize amount as determined by the Chief Executive Officer.
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or of a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet some or all of the elements (1), (2) or (3) contained in Rule 1(a)(xxxvii) or elements (1) or (2) contained in Rule 1(a)(lx) or may fail to meet one or more of the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (p) Subject to Rule 14(i) at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.

- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (r) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
 - (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player or Syndicate Player.

- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player;

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.

- (v) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (w) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:
 - (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player or Syndicate Player;

the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her.

- (x) A Prize or share of a Prize may be claimed through a Retailer or by mail direct to:

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

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

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

Powerball, on which such a test is recorded, if the entry does not satisfy the test.

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

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

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

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

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

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

- (d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:
 - (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;
 - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4, Division 5, Division 6, Division 7, Division 8 and Division 9 as the case may be.

RULE 16 LIMITATION OF LIABILITY

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

- (iii) without prejudice to the generality of Rule 16(d)(i) and Rule 16(d)(ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
 - (1) the processing of an Entry Coupon;
 - (2) the issue of a Ticket;
 - (3) the completion of a Prize claim form;
 - (4) the receipt of a Prize claim form;
 - (5) the processing of a Prize claim;
 - (6) the payment of a Prize;
 - (7) the cancellation of a Ticket; and
 - (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Powerball or Game of Promotional Powerball; and
 - (ii) without prejudice to the generality of Rule 16(e)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of a Prize or share of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
 - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Powerball or entry in any particular Game of Promotional Powerball received by way of Entry Coupon or Automatic Entry .
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by,

negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.

- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Powerball or Game of Promotional Powerball due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry instructions culminating in the issue of a Ticket or a ticket in a Game of Promotional Powerball, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16(h), in the acceptance of Commission by a Retailer, on behalf of the Licensee, the Retailer in respect of an Entry shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by a Retailer of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16(a) to 16(j) inclusive as those protected by said Rules.

RULE 17 EFFECTIVE DATE

- (a) The Powerball Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.

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

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

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

SCHEDULE 1

SELLING FEES PAYABLE FOR THE GAME OF POWERBALL**One Powerball Number Selected**

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
1 Game	1	\$1.20	\$1.10	\$0.10
2 Games	2	\$2.40	\$2.20	\$0.20
3 Games	3	\$3.60	\$3.30	\$0.30
4 Games	4	\$4.80	\$4.40	\$0.40
5 Games	5	\$6.00	\$5.50	\$0.50
6 Games	6	\$7.20	\$6.60	\$0.60
7 Games	7	\$8.45	\$7.70	\$0.75
8 Games	8	\$9.60	\$8.80	\$0.80
9 Games	9	\$10.80	\$9.90	\$0.90
10 Games	10	\$12.00	\$11.00	\$1.00
11 Games	11	\$13.25	\$12.10	\$1.15
12 Games	12	\$14.50	\$13.20	\$1.30
13 Games	13	\$15.65	\$14.30	\$1.35
14 Games	14	\$16.85	\$15.40	\$1.45
15 Games	15	\$18.10	\$16.50	\$1.60
16 Games	16	\$19.30	\$17.60	\$1.70
17 Games	17	\$20.45	\$18.70	\$1.75
18 Games	18	\$21.60	\$19.80	\$1.80
19 Games	19	\$22.85	\$20.90	\$1.95
20 Games	20	\$24.00	\$22.00	\$2.00
21 Games	21	\$25.25	\$23.10	\$2.15
22 Games	22	\$26.45	\$24.20	\$2.25
23 Games	23	\$27.70	\$25.30	\$2.40
24 Games	24	\$28.85	\$26.40	\$2.45
25 Games	25	\$30.00	\$27.50	\$2.50
26 Games	26	\$31.30	\$28.60	\$2.70
27 Games	27	\$32.50	\$29.70	\$2.80
28 Games	28	\$33.65	\$30.80	\$2.85
29 Games	29	\$34.90	\$31.90	\$3.00
30 Games	30	\$36.05	\$33.00	\$3.05
31 Games	31	\$37.25	\$34.10	\$3.15
32 Games	32	\$38.50	\$35.20	\$3.30
33 Games	33	\$39.70	\$36.30	\$3.40

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
34 Games	34	\$40.90	\$37.40	\$3.50
35 Games	35	\$42.10	\$38.50	\$3.60
36 Games	36	\$43.30	\$39.60	\$3.70
37 Games	37	\$44.50	\$40.70	\$3.80
38 Games	38	\$45.70	\$41.80	\$3.90
39 Games	39	\$46.90	\$42.90	\$4.00
40 Games	40	\$48.10	\$44.00	\$4.10
41 Games	41	\$49.30	\$45.10	\$4.20
42 Games	42	\$50.50	\$46.20	\$4.30
43 Games	43	\$51.70	\$47.30	\$4.40
44 Games	44	\$52.90	\$48.40	\$4.50
45 Games	45	\$54.10	\$49.50	\$4.60
46 Games	46	\$55.30	\$50.60	\$4.70
47 Games	47	\$56.50	\$51.70	\$4.80
48 Games	48	\$57.70	\$52.80	\$4.90
49 Games	49	\$58.85	\$53.90	\$4.95
50 Games	50	\$60.00	\$55.00	\$5.00
System 5	435	\$523.00	\$478.50	\$44.50
System 6	29	\$34.90	\$31.90	\$3.00
System 8	8	\$9.60	\$8.80	\$0.80
System 9	36	\$43.30	\$39.60	\$3.70
System 10	120	\$144.30	\$132.00	\$12.30
System 11	330	\$396.75	\$363.00	\$33.75
System 12	792	\$952.20	\$871.20	\$81.00
System 13	1,716	\$2,063.15	\$1,887.60	\$175.55
System 14	3,432	\$4,126.30	\$3,775.20	\$351.10
System 15	6,435	\$7,736.80	\$7,078.50	\$658.30
System 16	11,440	\$13,754.30	\$12,584.00	\$1,170.30
System 17	19,448	\$23,382.35	\$21,392.80	\$1,989.55
System 18	31,824	\$38,262.00	\$35,006.40	\$3,255.60
System 19	50,388	\$60,581.50	\$55,426.80	\$5,154.70
System 20	77,520	\$93,202.30	\$85,272.00	\$7,930.30

Twenty Powerball Numbers Selected

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
1 Game	20	\$24.00	\$22.00	\$2.00
System 5	8,700	\$10,460.00	\$9,570.00	\$890.00
System 6	580	\$697.35	\$638.00	\$59.35
System 8	160	\$192.40	\$176.00	\$16.40
System 9	720	\$865.70	\$792.00	\$73.70
System 10	2,400	\$2,885.50	\$2,640.00	\$245.50
System 11	6,600	\$7,935.20	\$7,260.00	\$675.20
System 12	15,840	\$19,044.45	\$17,424.00	\$1,620.45
System 13	34,320	\$41,262.95	\$37,752.00	\$3,510.95
System 14	68,640	\$82,525.85	\$75,504.00	\$7,021.85
System 15	128,700	\$154,736.00	\$141,570.00	\$13,166.00

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

COUNCIL NOTICES

BATHURST REGIONAL COUNCIL

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Bathurst Regional Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
MULDOON AVENUE	Kelso
Description	
The new roads created by the subdivision of Lots 9, 10, 11, 12, 13, 14, in DP 1183595, Sydney Road, Kelso.	

Name	Locality
INGERSOLE DRIVE	Kelso
Description	
The new roads created by the subdivision of Lots 9, 10, 11, 12, 13, 14, in DP 1183595, Sydney Road, Kelso	

DAVID SHERLEY, General Manager, Bathurst Regional Council, Private Mail Bag 17, BATHURST NSW 2795

GNB Ref: 0006

[n2018-257]

CENTRAL COAST COUNCIL

ROADS ACT 1993

Part 2, Section 10

Notice is given pursuant to Part 2, Section 10 of the *Roads Act 1993* that the land in the schedule below is hereby dedicated as public road.

BRIAN GLENDENNING, Acting Chief Executive Officer, Central Coast Council, PO Box 20, Wyong NSW 2259.

SCHEDULE

Lot 2 DP 1228880, Chain Valley Bay Road, Chain Valley Bay

[n2018-258]

MIDCOAST COUNCIL

ROADS ACT 1993

Naming of Roads

Notice is hereby given that MidCoast Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
TROPICBIRD CRESCENT	Old Bar
Description	
The centre of new road is at CH 72.07 on the RHS at approx. 90 degrees to The Breezeway. It goes straight to CH/TP 86.303 then with a radius of 23m to the left to CH/TP 122.760, then continuing straight to CH 158.677.	

GLENN HANDFORD, General Manager, MidCoast Council, 2 Pulteney Street, TAREE NSW 2430

GNB Ref: 0005

[n2018-259]

MOREE PLAINS SHIRE COUNCIL
LOCAL GOVERNMENT ACT 1993
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991
NOTICE OF COMPULSORY ACQUISITION OF LAND

Moree Plains Shire Council declares with the approval of His Excellency the Governor that the lands described in Schedule 1 below, excluding the interests described in Schedule 2 below and excluding any mines or deposits of minerals in the lands, are acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for water supply bores.

Dated at Moree this 25th day of October 2017

Lester Rodgers
General Manager

SCHEDULE OF LAND

Lot 20 in Deposited Plan 1129075

Lot 21 in Deposited Plan 1129075

- (A) Easement for water supply and underground electricity 5 wide and variable width
- (B) Easement for pipeline 5 wide (VIDE DP776876)
- (C) Easement for electricity purposes 20 wide

[n2018-260]

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Road Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of the streets in the Parish of Newcastle, County of Northumberland, shown as road on DP 978941, shown highlighted on the attached plan.



[n2018-261]

NEWCASTLE CITY COUNCIL

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the *Road Act 1993*, the land held by Council as described in the Schedule below is hereby dedicated as public road.

JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW 2300.

SCHEDULE

The land comprising part of the streets in the Parish of Newcastle, County of Northumberland, shown as road on DP 978941, shown highlighted on the attached plan.



[n2018-262]

QUEANBEYAN-PALERANG REGIONAL COUNCIL

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Queanbeyan-Palerang Regional Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
MASTERS CLOSE	-
Description	
Proposed name for the new road created as part of subdivision of Lot 2 DP 1195030 & Lot 1 DP 1195030, 99 Majara Street, Bungendore (DA.2015.172).	

PETER TEGART, General Manager, Queanbeyan-Palerang Regional Council, 10 Majara Street, BUNGENDORE NSW 2621

GNB Ref: 0007

[n2018-263]

SHOALHAVEN CITY COUNCIL

ROADS ACT 1993, SECTION 10

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with Section 10 of the *Roads Act 1993*, the land described in the Schedule below is dedicated as Public Road.

R D PIGG, General Manager, Shoalhaven City Council, Bridge Rd, Nowra NSW 2541.

SCHEDULE

Lot 8 Deposited Plan 1214563, Parish of Ulladulla, County of St. Vincent

Lot 5 Deposited Plan 1216496, Parish of Little Forest, County of St. Vincent

[n2018-264]

TEMORA SHIRE COUNCIL

Local Government Act 1993

SALE OF LAND FOR OVERDUE RATES

NOTICE IS HEREBY GIVEN to the persons named hereunder that the Temora 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 the rates and charges stated in each case, as at 14th December 2017 is due.

Owners or persons having an interest in the land (a)	Description of the land (b)	Amount of rates (including extra charges overdue for more than 5 years) (c)	Amount of all other rates (including extra charges) due and in arrears (d)	Total Outstanding (interest calculated to 14/12/2017) (e)
Elaine Marie KORNIO TAKIS <i>Geoffrey Russell Harpley and Mathew John Harpley and Natasha Rose Harpley and Joshua James Harpley and Alicia Maree Harpley</i>	Lot 42 DP 5225 18 Bellevue Street, TEMORA	\$7,347.31	\$7,068.44	\$14,415.75

In default of payment to the Council of the amount stated in Column (e) above and any other rates and charges (including extra charges) becoming due and payable after publication of this notice, or any arrangement satisfactory to the Council for payment of all rates and charges being entered into by the rateable person before the time fixed for the sale, the said land will be offered for Auction by Gersbach Firman on site at 18 Bellevue Street, Temora on Friday 4th May, 2018 commencing at 2pm.

Gary C Lavelle, General Manager, Temora Shire Council, PO Box 262, TEMORA NSW 2666

[n2018-265]

Newcastle City Council

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the Road Act 1993, the land held by Council as described in the Schedule below is hereby dedicated as public road. JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW, 2300.

SCHEDULE

The land comprising of part Dawson Street Cooks Hill commencing at the intersection of Laman Street and ending at the northern intersection of Queen Street, Parish of Newcastle, County of Northumberland as shown in DP978941 and diagram below.



[n2018-266]

Newcastle City Council

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the Road Act 1993, the land held by Council as described in the Schedule below is hereby dedicated as public road. JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW, 2300.

SCHEDULE

The land comprising of the unnamed lanes adjoining Railway Street, Cooks Hill in the Parish of Newcastle, County of Northumberland as shown in DP 95076 and diagram below.



[n2018-267]

Newcastle City Council

Roads Act 1993, Section 16

Dedication of Land as Public Road

NOTICE is hereby given that in accordance with the provisions of section 16 of the Road Act 1993, the land held by Council as described in the Schedule below is hereby dedicated as public road. JEREMY BATH, Chief Executive Officer, Newcastle City Council, PO Box 489, Newcastle, NSW, 2300.

SCHEDULE

The land comprising of the Brown Street, The Hill, commencing at the intersection of Church Street and ending at the intersection of Tyrell Street, in the Parish of Newcastle, County of Northumberland and shown in DP 978941 and diagram below.



[n2018-268]