No. 17



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

#### PUBLISHED BY AUTHORITY

#### ADELAIDE, TUESDAY, 21 MARCH, 2017

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#### \*\*\* SA GOVERNMENT GAZETTE PUBLICATION DAY CHANGE \*\*\*

From Tuesday, 28 February 2017, the weekly Gazette will be published on Tuesday afternoons, except when Executive Council meets on Wednesday, wherein publishing will occur on that day.

Lodgement deadline: Friday preceding publication by 4 p.m.

Alterations to proof: The day preceding publication by 4 p.m.

All public Acts appearing in this gazette are to be considered official, and obeyed as such

Department of the Premier and Cabinet Adelaide, 21 March 2017

HIS Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Teachers Registration Board of South Australia, pursuant to the provisions of the Teachers Registration and Standards Act 2004:

Member: (from 31 March 2017 until 30 March 2020)

Jane Diane Lomax-Smith Mardi Colleen Barry Susan Elizabeth Miels Robert Charles Woodbury Colleen Anne Maria Tomlian David Richard Hugh Coulter Patricia Dorothy Cavanagh Joanne Marie Hill Lynda Maree Macleod Bruno Benito Vieceli Bernadine Mary Bourne David Wayne Freeman Julie Ann Clark Helen Doyle

Kate Cameron

Fiona Elizabeth Brady

Deputy Member: (from 31 March 2017 until 30 March 2020)

Leona Gayle Graham (Deputy to Barry) Cezanne Marie Green (Deputy to Miels)
Peter Christopher Ryan (Deputy to Woodbury)

Geeta Verma (Deputy to Tomlian) Marian Margaret Nayda (Deputy to Coulter)

Karen Jean Roberts (Deputy to Cavanagh)
Shoma Roy (Deputy to Hill)
Meredith Faye Beck (Deputy to Macleod)

Michael Desmond Kenny (Deputy to Vieceli) Michael James Francis (Deputy to Bourne)

Anthony John Haskell (Deputy to Freeman)

Stephen Roderick Dobson (Deputy to Clark)

Marina Faye Elliott (Deputy to Doyle)

Monique Patricia Ruth Russell (Deputy to Cameron) David Rocco Antonio Caruso (Deputy to Brady)

Presiding Member: (from 31 March 2017 until 30 March 2020)

Jane Diane Lomax-Smith

#### By command,

JAY WILSON WEATHERILL, Premier

#### MHES17/003

#### Department of the Premier and Cabinet Adelaide, 21 March 2017

HIS Excellency the Governor in Executive Council has been pleased to appoint John David Hill as the Chairperson of the Management Board of the Goyder Institute for Water Research for a term commencing on 21 March 2017 and expiring on 31 December 2019, pursuant to Section 68 of the Constitution Act 1934.

#### By command,

JAY WILSON WEATHERILL, Premier

#### 17MWRMCS005

#### ASSOCIATIONS INCORPORATION ACT 1985

ORDER PURSUANT TO SECTION 42 (2)

#### Dissolution of Association

Corporate Affairs Commission Commission') pursuant to Section 42 (1) of the Associations Incorporation Act 1985 ('the Act'), is of the opinion that the undertaking or operations of Steiner Education Australia Incorporated ('the Association') being an incorporated association under the Act are being carried on, or would more appropriately be carried on by a company limited by guarantee incorporated under the Corporations Act 2001 (Commonwealth) and whereas the Commission was, on 24 November 2016, requested by the Association to transfer its undertaking to Steiner Education Australia Ltd (ACN 617 276 098), the Commission pursuant to Section 42 (2) of the Act does hereby order that on 21 March 2017, the Association will be dissolved, the property of the

Association becomes the property of Steiner Education Australia Ltd and the rights and liabilities of the Association become the rights and liabilities of Steiner Education Australia Ltd.

Given under the seal of the Commission at Adelaide, 16 March 2017

> R. ALOI, A Delegate of the Corporate Affairs Commission

#### **BUILDING WORK CONTRACTORS ACT 1995**

#### Exemption

TAKE notice that, pursuant to Section 45 of the Building Work Contractors Act 1995, I, Dini Soulio, Commissioner for Consumer Affairs, do hereby exempt the licensee named in Schedule 1 from the application of Division 3 of Part 5 of the above Act in relation to domestic building work described in Schedule 2 and subject to the conditions specified in Schedule 3.

#### SCHEDULE 1

Nathan Peter Jak (BLD 222123).

#### SCHEDULE 2

Construction of a two-storey extension on land situated at Allotment 220 in Deposited Plan 2194, being a portion of the land described in Certificate of Title Volume 5260, Folio 710, more commonly known as 13 Sheidow Terrace, Marino, S.A. 5049.

#### SCHEDULE 3

- 1. This exemption is limited to domestic building work personally performed by the licensee in relation to the building work described in Schedule 2.
- 2. This exemption does not apply to any domestic building work the licensee contracts to another building work contractor, for which that contractor is required by law to hold building indemnity insurance.
- 3. That the licensee does not transfer his interest in the land prior to five years from the date of completion of the building work the subject of this exemption, without the prior authorisation of the Commissioner for Consumer Affairs. Before giving such authorisation, the Commissioner for Consumer Affairs may require the licensee to take any reasonable steps to protect the future purchaser(s) of the property, including but not limited to:
  - providing evidence that an adequate policy of building indemnity insurance is in force to cover the balance of the five-year period from the date of completion of the building work the subject of this exemption;
  - providing evidence of an independent expert inspection of the building work the subject of this exemption;
  - making an independent expert report available to prospective purchasers of the property; and
  - giving prospective purchasers of the property notice of the absence of a policy of building indemnity insurance.

Dated 14 March 2017.

D. SOULIO, Commissioner for Consumer Affairs, Delegate for the Minister for Consumer and Business Services

Ref: 601/17-00008

#### LAND ACQUISITION ACT 1969

(SECTION 16)

Notice of Acquisition

THE COMMISSIONER OF HIGHWAYS (the 'Authority'), 136 North Terrace, Adelaide, S.A. 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 500 in Deposited Plan No 74548, comprised in Certificate of Title Volume 5993, Folio 719, and being the whole of the land designated as Allotment 601 in D113660 lodged in the Lands Titles Office.

This notice is given under Section 16 of the Land Acquisition Act 1969.

#### Compensation

A person who has or had an interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

#### Inquiries

Inquiries should be directed to:

Carlene Russell, G.P.O. Box 1533, Adelaide, S.A. 5001. Telephone: (08) 7424 7031

Dated 17 March 2017.

The Common Seal of the Commissioner of Highways was hereto affixed by authority of the Commissioner in the presence of:

M. ELGAZZAR, Manager, Portfolio and Acquisition Services, (Authorised Officer)

Department of Planning, Transport and Infrastructure

DPTI 2016/10260/02

#### NATIONAL GAS LAW

The Australian Energy Market Commission (AEMC) gives notice under the National Gas Law as follows:

Under s 81, the AEMC gives notice that the time for making the final report on the *Review of the Victorian declared wholesale gas market* has been extended to **14 September 2017**.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission

Level 6, 201 Elizabeth Street, Sydney, N.S.W. 2000

Telephone: (02) 8296 7800

21 March 2017.

#### NOTICE TO MARINERS

No. 3 of 2017

South Australia—Hardwicke Bay—Yorke Peninsula New Navigation Beacons

MARINERS are advised that two new lit lateral beacons have been installed at Hardwicke Bay on Yorke Peninsula to define the navigation channel. The starboard beacon (Fl G 3s, range 2 nm) is in position 34°54′01.92″S, 137°26′52.92″E, and the port beacon (Fl R 3s, range 2 nm) is in position 34°53′59.28″S, 137°26′53.70″E.

Chart affected: Aus 776. Adelaide, 14 March 2017.

STEPHEN MULLIGHAN, Minister for Transport and Infrastructure

DPTI 2017/02277/01

#### PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Condition Extension of Licence Term Petroleum Exploration Licence—PEL 182

Extension of Licence Term Associated Facilities Licence—AAL 224

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of Petroleum Exploration Licence PEL 182 has been suspended for the period from and including 17 May 2017 to 16 November 2017, pursuant to delegated powers dated 21 March 2012.

The term of PEL 182 has been extended by a period corresponding to the period of suspension, such that PEL 182 will now expire on 16 November 2017.

The effect of this suspension of licence Condition 1 would not have altered the outcome of the original competitive tender process.

As a consequence of the suspension and extension of PEL 182, the term of the adjunct Associated Facilities Licence AAL 224 is extended, such that AAL 224 will now expire on 16 November 2017.

Dated 14 March 2017.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minster for Mineral Resources and Energy

#### ROADS (OPENING AND CLOSING) ACT 1991: SECTION 24

## NOTICE OF CONFIRMATION OF ROAD PROCESS ORDER

Road Closure—Portion of Flinders Drive, Streaky Bay

BY Road Process Order made on 20 December 2016, the District Council of Streaky Bay ordered that:

- 1. Portion of the Flinders Drive, being portion of Certificate of Title Volume 6071, Folio 167, more particularly delineated and lettered 'A' in Preliminary Plan No. 16/0022 be closed.
- 2. Transfer the whole of the land subject to closure lettered 'A' to William David Campbell and Jacqueline Campbell in accordance with the agreement for transfer dated 13 January 2017, entered into between District Council of Streaky Bay and William David Campbell and Jacqueline Campbell.

On 16 March 2017 that order was confirmed by the Minister for Transport and Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 115154, being the authority for the new boundaries.

Pursuant to Section 24 (5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 21 March 2017.

M. P. BURDETT, Surveyor-General

#### **ENVIRONMENT PROTECTION ACT 1993**

Approval of Additional Collection Depot

I, ANDREA KAYE WOODS, Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 69 of the Environment Protection Act 1993 (SA) ('the Act') hereby:

Approval of Additional Collection Depots

Approval of Collection Depot:

Approve the collection depots identified by reference to the following matters, to receive all containers belonging to a class of containers which is, at or subsequent to, the date of this Notice, approved as Category B Containers:

- (a) the name of the collection depot described in column 1 of Schedule 1 of this Notice;
- (b) the name of the company identified in column 2 of Schedule 1 of this notice;
- (c) the name of the proprietor of the depot identified in column 3 of Schedule 1 of this Notice; and
- (d) the location of the depot described in columns 4-7 of Schedule 1 of this Notice.

#### Conditions of Approval:

Impose the following conditions of these approvals:

- (1) If the Approval Holder's name or postal address (or both) changes, then the Approval Holder must inform the Authority in writing, within 28 days of the change occurring.
- (2) If the collection depot is sold to another party, the Approval Holder must inform the Authority in writing, within 28 days of settlement.
- (3) The Approval Holder who wishes to cease operation of the depot shall notify the Authority in writing no less than 14 days from the date of closing.
- (4) The Approval Holder, or a person acting on his or her behalf, must not pay a refund on, or seek reimbursement for, containers that the Approval Holder, or the person acting on his or her behalf, knows were not purchased in South Australia.
- (5) The Approval Holder must ensure that prominent signage is displayed, detailing the offence and the penalties under Section 69 the Act, for presenting interstate containers for refund.

#### SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Depot Name	Company/Trading Name	Proprietors	Depot Location Street	Depot Location Suburb	Certificate of Title No. Volume/Folio No.	Collection Area
Kaltjiti Community Store	Kaltjiti Anangu Store Aboriginal Corporation	Mai Wiru Regional Stores Council	10 Kuka Street	Kaltjiti	n/a	Regional
Amata Community Store	Amata Anangu Store Aboriginal Corporation	Mai Wiru Regional Stores Council	1 Ngari Place	Amata	n/a	Regional
Pipalyatjara Community Store	Pipalyatjara Anangu Store Aboriginal Corporation	Mai Wiru Regional Stores Council	20-26 Pipalyatjara Road	Pipalyatjara	n/a	Regional
Kanypi Community Store	Kanypi Anangu Store Aboriginal Corporation	Mai Wiru Regional Stores Council	3 Gupi Street	Kanypi	n/a	Regional
Pukatja Community Store	Pukatja Anangu Store Aboriginal Corporation	Mai Wiru Regional Stores Council	50 Palpatjaranya Street	Pukatja	n/a	Regional

#### **ENVIRONMENT PROTECTION ACT 1993**

Revocation of Collection Depot Approval

I, ANDREA KAYE WOODS, Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 69 of the Environment Protection Act 1993 (SA) ('the Act') hereby:

Revocation of Collection Depot Approval

Revoke the approval of the collection depot identified by reference to the following matters, which previously received all containers belonging to a class of containers that were approved as Category B Containers:

- (a) the name of the collection depot described in Column 1 of Schedule 1 of this Notice;
- (b) the name of the proprietor of the depot identified in Column 3 of Schedule 1 of this Notice; and
- (c) the location of the depot described in Columns 4-6 of Schedule 1 of this Notice.

#### SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Depot Name	Company/Trading Name	Proprietors	Depot Location Street	Depot Location Suburb	Certificate of Title No. Volume/Folio No.	Collection Area
Scout Recycling Centre Pooraka	Scout Australia SA Branch trading as Scout Recycling	Scout Association of Australia (SA Branch)	9 Maxwell Road	Pooraka	n/a	Metro

#### HOUSING IMPROVEMENT ACT 1940

#### Sub-Standard Revocations

WHEREAS by notice published in the *Government Gazette* on the dates mentioned in the following table the South Australian Housing Trust Board Delegate did declare the houses described in the said table to be substandard for the purposes of Part 7 of the Housing Improvement Act 1940, and whereas the South Australian Housing Trust Board Delegate is satisfied that each of the houses described hereunder has ceased to be substandard, notice is hereby given that, in exercise of the powers conferred by the said Part, the South Australian Housing Trust does hereby revoke the said declaration in respect of each house.

Address of House	Allotment, Section, etc.	Certificate Volume	of Title Folio	Date and page of Government Gazette in which notice declaring house to be substandard published
28 Catalina Road, Elizabeth East, S.A. 5112	Allotment 661 in Deposited Plan 6529, Hundred of Munno Para	5263	788	12.1.17, page 48
Lot 789, Mackey Road, Loxton, S.A. 5333	Section 789 Hundred Plan 710200 Hundred of Bookpurnong	5631	621	24.7.86, page 386
Lot 2, French Road, Loxton North, S.A. 5333 (previously known as Section 485)	Allotment 2 in Deposited Plan 38317, Hundred of Gordon	1380 5971	17 865	23.12.93, page 3049
149 Kelliher Road, Loxton North, S.A. 5333 (also known as 137 Cutler Road, previously known as Section 454, Cutler Road)	Section 454, Hundred of Gordon	120	7	24.3.94, page 799
11 Main Street, Eastwood, S.A. 5063	Allotment 81 in Filed Plan 15146, Hundred of Adelaide	1145 5826	38 167	25.5.95, page 2206
9 Johnston Road, Elizabeth Downs, S.A. 5113	Allotment 14 in Deposited Plan 37771, Hundred of Munno Para	5144	769	3.11.16, page 4298
4 Manson Avenue, Eden Hills, S.A. 5050	Allotment 500 in Deposited Plan 38578, Hundred of Adelaide	5172	155	27.1.17, page 199
1 Margaret Court, Melrose Park, S.A. 5039	Allotment 8 in Deposited Plan 4349, Hundred of Adelaide	5423	143	27.1.17, page 199
5-9 Prospect Place, Adelaide, S.A. 5000	Allotment 1 in Filed Plan 149491, Hundred of Adelaide	5281	356	4.6.09, page 2331
342 Mackey Road, Loxton, S.A. 5333	Section 784, Hundred of	1380	20	24.3.94, page 799
(previously known as Section 784)	Bookpurnong	5991	707	
5 Cushen Street, Smithfield Plains, S.A. 5114	Allotment 348 in Deposited Plan 7888, Hundred of Munno Para	5192	46	27.1.17, page 199
1215 Murraylands Road, Morgan, S.A. 5320 (previously known as F/Lot 3, Government Road, Murbko Flat)	Allotment 3 in Deposited Plan 26359, Hundred of EBA	5429 5937	316 512	30.5.02, page 2020
12 Woodfull Street, Parafield Gardens, S.A. 5107	Allotment 216 in Deposited Plan 7816, Hundred of Yatala	5586	315	20.12.07, page 4895
Dated at Adelaide, 21 March 2017.	T. BAKER, Director, Property and Contr	ract Manage	ment, Ho	using SA (Delegate SAHT)

## STATE LOTTERIES ACT 1966 LOTTERIES (GENERAL) RULES

#### 1 Preliminary

- 1.1 These Rules may be cited as the Lotteries (General) Amendment Rules, 2017 (No. 1).
- 1.2 The Lotteries (General) Rules made under the State Lotteries Act, 1966 and published in the *Government Gazette* on 27 October 2016 are hereinafter referred to as the 'Principal Rules'.
- 1.3 The Principal Rules are hereby amended effective from 27 March 2017 and these Rules will take effect immediately thereafter, except as provided in these Rules.

#### 2 Amendment of Rules

The Principal Rules are deleted and the Rules as annexed are to be substituted therefor.

The Common Seal of the Lotteries Commission of South Australia was affixed pursuant to a resolution of the Commissioner:

Dated: 20 February 2017.

Signature,

Name: DAVID GRAEME HARDY, Commissioner

Approved,

TOM KOUTSANTONIS, Minister for Finance

## STATE LOTTERIES ACT 1966 LOTTERIES (GENERAL) RULES

This consolidation includes amendments as at 27 March 2017.

It is provided for convenient reference only and regard should be had to the full text of the Lottery Rules and amendments as published in the South Australian Government Gazette from time to time.

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6.12

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'Play it again' code

'Best pick' entry

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#### Schedule

Date of commencement

#### 1 Preliminary

- 1.1 These Rules may be cited as the Lotteries (General) Rules.
- 1.2 The Rules made under the State Lotteries Act 1966, and published in the *Government Gazette* on 4 July 2013 are hereinafter referred to as 'the Existing Rules'.
- 1.3 The Existing Rules are hereby revoked effective from the end of the day preceding the date of operation of these rules as specified in the Schedule to these Rules. These Rules will take effect immediately thereafter, except as provided in these Rules.
- 1.4 All current lotteries conducted by SALC through its Master Agent at the date of these Rules will be conducted pursuant to the Existing Rules as if these Rules had not been made. For this purpose each draw in each type of lottery will be regarded as a separate lottery conducted by SALC through its Master Agent.
- 1.5 These Rules are to be read in conjunction with the Rules applicable to each type of lottery conducted by SALC through its Master Agent from time to time.

#### 2 Interpretation

2.1 In these Rules and in each part of these Rules unless the contrary intention appears:

'Act' means the State Lotteries Act, 1966 as amended;

'Agent' means a person (other than a Master Agent) authorised by the Master Agent pursuant to the Act and the transaction documents to sell entries to the public in lotteries offered by the Master Agent from time to time;

'Agent's Commission' means a charge determined by the Master Agent to be paid by a player to an Agent and included in the price of each ticket in a lottery and the charge may vary between each type of lottery conducted by SALC through its Master Agent from time to time;

'application form' means an application form for the issue of an Easiplay Club membership card that is completed in either physical form or electronically;

'Autopay period' in relation to any online lottery means:

- (a) in the case where an online account is nominated by an Easiplay Club member, as soon as practicable after the determination of the results of the draw;
- (b) in the case of an unclaimed prize won on a multi-week entry purchased by an Easiplay Club member, the period ending 28 days from midnight on the day of determination of the results of the final draw as shown on the ticket;
- (c) in the case of a prize less than the amount determined by the Master Agent, the prize will not autopay until a subsequent prize is won bringing the consolidated prize amount above the amount determined by the Master Agent, and payment will then be made in accordance with either placita (b) or (d). In the event that a subsequent prize is not won and autopaid within 12 months, the prize will be forfeited;
- (d) in all other cases, the period ending 28 days from midnight on the day of determination of the results of the draw;

or such other period as determined by the Master Agent;

'bearer' means:

- (a) in relation to a ticket, the holder of that ticket; or
- (b) in relation to an electronic entry, the registered player to whom an electronic ticket is issued;

'Bloc Agreement' means an agreement between different lottery operators for the purpose of promoting and conducting a nominated game;

'cancelled' in relation to an entry means cancelled in accordance with Rule 14 or as otherwise determined by the Master Agent to be cancelled and incapable of winning a prize;

'close of acceptance of entries' means the date and time determined by the Master Agent after which entries and/or syndicate entries will not be accepted;

'conditions' means the conditions to which an issued ticket is subject and includes instructions printed on a coupon or a ticket in any type of lottery or available through any form of electronic media;

'coupon' means a printed form for requesting an entry in an online lottery;

'Draw' includes a draw, determination or series;

'Easiplay Club member' means a player whose personal details have been provided to the Master Agent and have been recorded for the purpose of providing a player registration service to the player;

'electronic request' means a request for an entry in an online lottery placed via a selling point of an internet site;

'electronic ticket' means a ticket or confirmation of order in an online lottery generated at the selling point of an internet site that is linked to a central computer system used in the Master Agent's business to generate and/or validate tickets upon acceptance of an electronic request for entry;

'entry' means an entitlement to participate in a lottery on payment of its price as evidenced by the issue of a ticket(s) for that lottery;

'entry fee' means the cost of an entry in a lottery as determined by the Master Agent, excluding the Agent's Commission and any handling fee charged for an electronic request, and the Master Agent may determine different entry fees for different lotteries;

'game' means:

- (a) any one of the game panels of a coupon or other request for entry on which number selections may be made;
- (b) any one of the game panels of a ticket or electronic record of entry on which number selections are recorded; or
- (c) any one of the game panels on an Instant Scratch-Its ticket,

as the case may be (and 'panel' and 'set' have a corresponding meaning);

'Head Office' means the principal place of business of the Master Agent;

'lottery' means a lottery as defined by the Act and conducted by SALC through its Master Agent from time to time;

'Lottery Rules' means these Rules and the Rules applicable to the different types of lotteries conducted by SALC through its Master Agent from time to time;

'Master Agent' means Tatts Lotteries SA Pty Ltd as exclusive master agent of SALC, to:

- (a) sell entries and pay prizes associated with those entries in lotteries operated by SALC from time to time;
- (b) appoint Agents; and
- (c) authorise the premises at which Agents may sell tickets for the purposes of section 19(10) of the Act.

'minor' means a minor as defined by the Act;

'online lottery' means a lottery in which the Master Agent generates a ticket through a selling point terminal;

'player' means, in relation to a lottery, a person who purchases and receives a ticket;

'price' in relation to an entry or a gift voucher means the entry fee or purchase price, the Agent's Commission and any handling fee for an electronic request paid on request of an entry or purchase of a gift voucher;

'printed ticket' means a ticket in an online lottery generated by a selling point terminal upon acceptance of a coupon or verbal request for entry.

'SALC' means the Lotteries Commission of South Australia;

'selling point' means an Agent's place of business or an internet site that is linked to a central computer system, or any other computer system used in the Master Agent's business to process requests for entries, where the price may be paid or received, or such other place as determined by the Master Agent;

'selling point terminal' means the computer equipment located at an Agent's place of business, an internet site that is linked to a central computer system used in the Master Agent's business to generate and/or validate tickets, or such other place as determined by the Master Agent;

'sports lottery' means a sports lottery as defined by the Act;

'symbol' includes an amount, number, picture, word or any other representation (but excludes any security code) appearing on an entry;

'syndicate entry' means an entry relating to one or more lotteries that is divided into a number of equal shares;

'syndicate player' mean a person is the bearer of a valid syndicate share;

'syndicate share' means a share of a syndicate entry;

'syndicate share price' means the price payable by a syndicate player to participate in a syndicate entry, rounded as necessary to the nearest whole cent in accordance with these Rules;

'ticket' means either:

- (a) a printed ticket, including a ticket evidencing a syndicate share;
- (b) an electronic ticket; or
- (c) a ticket in an Instant Scratch-Its lottery, as defined in the Lotteries (Instant Scratch-Its) Rules;

'ticket checker' means a reading device provided at an agency to allow players to determine the prize status of a printed ticket or an Instant Scratch-Its ticket;

'Ticket Packs' means a selection of tickets promoted from time to time that includes tickets from a variety of lotteries;

'traditional lottery' means a lottery in which a maximum number of entries is offered for sale and the prize winning entries are ascertained at such time and in such manner as the Master Agent determines;

'transaction documents' means the documents executed by the Master Agent to facilitate its appointment as the exclusive Master Agent to operate SALC's brands and products.

- 2.2 Unless the contrary intention appears:
  - 2.2.1 headings are for convenient reference only and do not limit or extend the meaning of the language of the provisions to which they refer;
  - 2.2.2 words in the singular number include the plural and vice versa; and
  - 2.2.3 words importing a gender include any other gender.
- 2.3 SALC may at any time and from time to time make or vary any determination under these Rules.

#### 3 General

3.1 SALC may at any time amend or abrogate all or part of the Lottery Rules, whether or not an entry has been accepted or prize winning entries have been determined.

- 3.2 The Lottery Rules may be made public by such means as determined by the Master Agent.
- By submitting a request for an entry (whether by coupon, verbal or electronic), a player will be deemed to agree to be bound by the Lottery Rules. If a ticket is issued, it will be on the basis that the player is so bound.
- 3.4 Where applicable, the Lottery Rules are to be read in conjunction with and as part of any Bloc Agreement entered into by SALC for the conduct of any Bloc lottery. If there is any inconsistency between a Bloc Agreement and the Lottery Rules, the provisions of the Lottery Rules will prevail.

#### 4 Agents

- 4.1 Subject to the terms of any agreement between the Master Agent and SALC, the Master Agent:
  - 4.1.1 may receive an application in such form as it determines from a party interested in being appointed an Agent for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent;
  - 4.1.2 will consider and accept or reject such application without being liable to give any reason for its decision;
  - 4.1.3 may appoint an Agent on such terms as the Master Agent determines; and
  - 4.1.4 subject to any other statutory or contractual provision, may terminate the appointment summarily, if the application is subsequently found to have been completed dishonestly, incorrectly or inadequately.

#### 4.2 An Agent:

- 4.2.1 will be an Agent only for the purpose of selling tickets in lotteries conducted by SALC through its Master Agent and will not have the power to pledge either the Master Agent's or SALC's credit;
- 4.2.2 must sign an agreement as specified by the Master Agent;
- 4.2.3 must comply with any directions or requirements issued by the Master Agent (in writing or otherwise) concerning conduct of the Agent's business, including sale and return of tickets, selling point terminal operation, and provision of such details or returns of information or money or compliance with such performance criteria as the Master Agent requires; and
- 4.2.4 who breaches the said agreement or the Lottery Rules may at any time;
  - 4.2.4.1 have its appointment terminated by the Master Agent in accordance with the transaction documents; or
  - 4.2.4.2 be suspended for such period and on such terms and conditions as the Master Agent determines.
- 4.3 A player who requests an entry in a lottery must pay the price at the time of purchase of the ticket.
- 4.4 Principal and Agent:
  - 4.4.1 An Agent who is paid an Agent's Commission will be the player's agent for the purpose of submitting a request for entry to the Master Agent.
  - 4.4.2 SALC (excluding the Master Agent) may deal with a player as principal. A player who uses an Agent will be bound by all the Agent's acts or omissions.
  - 4.4.3 Use of an Agent does not exempt a player from observing these Rules.
  - 4.4.4 If the Master Agent sells an entry or issues a ticket to a player it will be deemed to be acting as an agent for the purpose of these Rules in determining its relationship to the player.

#### 5 Liability

- 5.1 The player:
  - 5.1.1 will accept all risks, losses, delays, errors or omissions that might occur in the course of delivery to the Master Agent of any request for entry, whether electronically, through an Agent or by any other means; and
  - 5.1.2 must ensure that any coupon or electronic request submitted for entry is completed in accordance with these Rules and acknowledges that neither the Master Agent nor the Agent has any responsibility to check the same when accepting it.
- 5.2 Receipt of a ticket (whether issued as a result of a coupon, verbal or electronic request) by a player constitutes an acknowledgment that the symbols and other details it contains are the player's selections. A player who does not immediately notify the selling point terminal operator of any error will be deemed to have accepted that the symbols and other details are their selections. No coupon or other evidence will thereafter be valid for the purposes of proving an entry in a draw.
- 5.3 If details on a ticket in a lottery differ from the central computer record of that ticket, the central computer record will be the sole determinant in identifying what prize (if any) is payable in respect of the ticket.
- 5.4 Neither SALC nor the Master Agent will be liable where an Agent has altered a coupon in any way without the player's authority.
- 5.5 Neither SALC, the Master Agent, an Agent, nor an employee or agent of any of them, will be liable:
  - 5.5.1 if a selling point terminal fails to read a coupon and operator intervention is required to correctly process the coupon or if an operator incorrectly keys into the selling point terminal from the player's verbal or coupon selections any number(s) not selected by the player; or
  - 5.5.2 for any loss, damage, injury or expense sustained by a player by reason of any act, neglect, omission, delay or failure:
    - 5.5.2.1 to forward to the Master Agent any request for entry in any lottery;

- 5.5.2.2 to properly validate, process or enter a request for entry in any particular draw;
- 5.5.2.3 for any assistance given in completing an application form, coupon or other form; or
- 5.5.2.4 to properly or accurately process any request by a player to participate in any lottery conducted by SALC through its Master Agent,

and this Rule may be pleaded as a bar to any legal proceedings brought by any player alleging breach, default or non-performance of any contract or duty by SALC, the Master Agent or such Agent, or an employee or agent of any of them.

#### 5.6 In respect of:

- 5.6.1 any representation made by an employee or any other person on SALC's or the Master Agent's behalf;
- 5.6.2 loss or damage arising from an unlawful act by an employee or agent of SALC, the Master Agent or a third party;
- 5.6.3 fire, flood, tempest, storm, riot, civil commotion, lockouts or strikes in respect of which a claim is made:
- 5.6.4 any failure of or malfunction in any selling point terminal or central computer system used in the Master Agent's business, an Agent or any person on either's behalf, in respect of which a claim is made; or
- 5.6.5 subject to Rule 6.6, a cancelled entry;
  SALC's or the Master Agent's liability (if any and at SALC's or the Master Agent's discretion) will be limited to the refund of the price of the ticket, on which the player is claiming a prize, in full and final settlement of any claim.
- 5.7 The Master Agent will use its best endeavours to respect any request by a prize winning player for Not For Publication (NFP) status and will not reveal any details of the prize that will identify the player without their consent. If the Master Agent releases a prize winning player's name and address contrary to their instructions it will not be liable for any inconvenience, loss, damage or injury thereby suffered by any person unless otherwise required by law.
- Any decision made by SALC or the Master Agent concerning any lottery conducted by SALC through its Master Agent (including but without limiting the generality thereof eligibility of entries, determination of prize winners, the amount and distribution of prize money and the meaning and effect of these Rules) will be final and binding on all players participating in that lottery and on every person making a claim in respect of that lottery.

#### 6 Entry and Tickets

- 6.1 A coupon or verbal or electronic request for an entry may be delivered or forwarded to the Master Agent by a player or an Agent.
- 6.2 The price of an entry must be paid in either Australian currency, by credit card, by funds transfer from a player's account or by redemption of a gift voucher issued by the Master Agent or such other means as the Master Agent determines. Payment must accompany or be made with transmission of a coupon or other request for entry.
- 6.3 The Master Agent or an Agent will refuse to accept, or reject after acceptance, any coupon or other request for entry that has not been duly completed or is not accompanied by full payment of the price for the number of games to be played.
- 6.4 Subject to Rule 6.3 the issue of a ticket by a selling point terminal will constitute acknowledgment by the Master Agent of acceptance of the request for entry in the online lottery referred to on the ticket.
- 6.5 Subject to Rule 6.3 the scanning of an Instant Scratch-Its ticket by the selling point terminal at the time of sale will constitute acknowledgement by the Master Agent of acceptance of the request for entry into the series referred to on the Instant Scratch-Its ticket.
- 6.6 If the Master Agent or an Agent decides that an issued online lottery ticket is defective and the prize winners in the draw to which it relates have not been determined, the Master Agent or an Agent may cancel the ticket and at its discretion either:
  - 6.6.1 replace the ticket with another ticket, in which event the player will be taken to have authorised an employee of the Master Agent or an Agent to determine their selections and, if necessary, to complete a request for entry on their behalf that will then be accepted for participation in the appropriate draw for the appropriate lottery; or
  - 6.6.2 refund the price of the ticket to its bearer or the player.
- 6.7 If a player considers that an issued ticket is illegible or defective in any way, the ticket may be cancelled. No duplicate ticket will be provided.
- A player who requests to return a ticket in an online lottery for any other reason may apply to the Master Agent or an Agent to cancel the ticket:
  - 6.8.1 for all lotteries, excluding Keno, the ticket must be cancelled at the place of purchase and prior to the close of acceptance of entries in respect of the first draw on that ticket;
  - 6.8.2 for Keno, a ticket must be cancelled at the place of purchase and prior to the close of acceptance of entries in respect of the draws from which the player wishes to cancel their participation.

The Master Agent or an Agent may at its absolute discretion accept or reject the return of the ticket. On return of a ticket, a player will be entitled at their option to:

6.8.3 a full refund of the price of the ticket or, in the case of a Keno, a consecutive draw entry, the price of the undrawn portion of the ticket; or

- 6.8.4 a further ticket in exchange for the returned ticket.
- 6.9 A player who requests to return an Instant Scratch-Its ticket must apply to the selling Agent at the time of purchase. The selling Agent may at its absolute discretion accept or reject the return of the Instant Scratch-Its ticket. On return of an Instant Scratch-Its ticket, a player will be entitled at their option to:
  - 6.9.1 a full refund of the price of the Instant Scratch-Its ticket; or
  - 6.9.2 a further Instant Scratch-Its ticket of the same monetary value in exchange for the returned Instant Scratch-Its ticket.
- 6.10 A ticket must not be altered. Any alteration will have no validity for any purpose.
- 6.11 No cash refund will be made except as provided under these Rules.
- 6.12 Play it Again code
  - 6.12.1 A printed ticket in an online lottery (excluding Super 66, traditional lotteries and Lucky Lotteries) used in a previous draw(s) may be replicated for entry in the next occurring draw(s) by presenting the printed ticket to an Agent and allowing the selling point terminal to read the 'play it again' code, thereby generating a printed ticket with the same number selection and games for the next occurring draw(s).
  - 6.12.2 A printed ticket in an online lottery for Super 66, traditional lotteries and Lucky Lotteries used in a previous draw(s) may be used to initiate an entry in the next occurring draw(s) by presenting the printed ticket to an Agent and allowing the selling point terminal to read the 'play it again' code, thereby generating a printed ticket for entry in the same game but with different number selections in the next occurring draw(s).
- 6.13 A player may be entitled to purchase a 'best pick' entry, as determined by the Master Agent, whereby the selling point terminal will select and optimise the mix of standard entries based on the amount and games specified by the player across the lotteries conducted by SALC through its Master Agent, equivalent or as close as possible to the nominated dollar amount. The Master Agent will determine the minimum dollar value required for the game options selected.

#### 7 Electronic Request for Entry

- 7.1 A player cannot submit a request for entry to the Master Agent or an Agent by post.
- 7.2 A player who sends a request for entry to the Master Agent or an Agent electronically must:
  - 7.2.1 do so prior to the close of acceptance of entries for the draw of the lottery to which it relates;
  - 7.2.2 comply with all laws of any applicable jurisdiction regulating lotteries of the type in which the player seeks to participate; and
  - 7.2.3 in the case of an electronic request for entry:
    - 7.2.3.1 first establish an account for use in connection with the player's participation in the lottery; and
    - 7.2.3.2 have sufficient funds held in credit in the account to pay the price of any entry requested.
- 7.3 The Master Agent or an Agent may refuse to accept a request for entry received electronically that:
  - 7.3.1 does not comply with the Lottery Rules; or
  - 7.3.2 is not accompanied by full payment of the price.
- 7.4 A request for entry received electronically may, at the absolute discretion of the Master Agent or an Agent;
  - 7.4.1 be entered in the draw(s) nominated by the player;
  - 7.4.2 if not received in time for it to be processed for participation in a particular draw(s), be entered in the next draw(s) of the same lottery;
  - 7.4.3 if accompanied by payment other than in cash be entered in the next available draw(s) of the lottery for which it is intended after full payment is credited to the account of the Master Agent or an Agent, as the case may be; or
  - 7.4.4 in any other case, be entered in the draw(s) current at the date on which the Master Agent or an Agent processes the entry.

#### 8 Syndicate Entry

- 8.1 A syndicate entry may be formed for each lottery or a combination of each and any of the lotteries by:
  - 8.1.1 the Master Agent ('central syndicate');
  - 8.1.2 the Agent ('store syndicate'); or
  - 8.1.3 a group of two (2) or more Agents ('group syndicate').
- 8.2 If a syndicate share remains unsold 10 minutes prior to the close of acceptance of entries for the first draw applicable to the syndicate entry, the syndicate share is automatically issued:
  - 8.2.1 for a store syndicate to the Agent that formed the syndicate entry;
  - 8.2.2 for a group syndicate;
    - 8.2.2.1 to the Agent who is responsible for the sale of the syndicate share; or
    - 8.2.2.2 to the Agent who cancelled the syndicate share if the syndicate share was sold and then cancelled by an Agent; or
    - 8.2.2.3 in accordance with Rule 8.2.3.2 if the Master Agent participated in the syndicate and was responsible for the sale of the relevant syndicate share;

- 8.2.3 for a central syndicate;
  - 8.2.3.1 to the Agent who cancelled the syndicate share if the syndicate share was sold and then cancelled by an Agent; or
  - 8.2.3.2 to a person (at no cost to that person) who is at that time an Easiplay Club member and to whom the selling point terminal randomly registers the syndicate share;
- 8.3 If a syndicate share is issued under Rule 8.2.1, 8.2.2.1, 8.2.2.2, or 8.2.3.1 the Master Agent will collect the amount owing for the syndicate share from the Agent to whom the syndicate share is issued under this Rule.
- 8.4 A syndicate player must pay the syndicate share price in respect of each syndicate share at the time of purchase by the syndicate player (except for syndicate shares issued under Rule 8.2.3.2).
- 8.5 A syndicate entry will be cancelled if all syndicate shares remain unsold prior to the close of acceptance of entries for the first draw applicable to the syndicate entry.

#### 9 Easiplay Club

- 9.1 To become an Easiplay Club member, an applicant must complete a current application form and forward it to the Master Agent either directly or through any Agent's place of business.
- 9.2 The Master Agent may impose membership charges as it determines at any time. Prior to the imposition or any change to such a charge, the Master Agent will provide notification to players.
- 9.3 The Master Agent will be entitled to assume that any Easiplay Club member or any applicant for Easiplay Club membership is not a minor. An Easiplay Club member or an applicant for Easiplay Club membership must provide such evidence of their age as the Master Agent requires. If the Master Agent subsequently ascertains that Easiplay Club membership has been issued to a minor, the Master Agent will cancel such membership and, in accordance with these Rules, decline to pay any prize that would otherwise have been payable.
- 9.4 An Agent, to whom a duly completed application form is submitted, together with such evidence of the applicant's age as the Agent may require, will forthwith issue an Easiplay Club temporary membership slip to the applicant for immediate use. The autopay facility will be activated once the Easiplay Club application form is processed and accepted by the Master Agent.
- 9.5 Once a duly completed application form has been processed and accepted by the Master Agent, the member's personal details will be included in the Easiplay Club database and an actual or electronic Easiplay Club card will be issued and details provided to the member. Subject to the issuing conditions, the card will be evidence of Easiplay Club membership.
- 9.6 An Easiplay Club member must ensure that the Master Agent is advised of any changes to details held in the Easiplay Club database. When requested by the Master Agent, an Easiplay Club member must sign and send a change of details form through any selling point or directly to Head Office. Neither the Master Agent nor any Agent will be liable to make good any loss incurred in respect of any prize forwarded to an address shown in the Easiplay Club database at the time of expiration of the relevant claim period.
- 9.7 The Master Agent will maintain a record of the information provided by each Easiplay Club member and will be permitted to use that information for the purpose of distributing advertising material and similar information. An Easiplay Club member who does not want to receive such material or information must advise the Master Agent in writing. The Master Agent will use its best endeavours to protect each member's personal information and maintain the highest level of confidentiality.
- 9.8 The Master Agent shall be entitled to refuse a new membership or cancel an existing membership, for whatever reason, without the requirement to outline the reasons for such refusal or cancellation.
- 9.9 Once the Master Agent has paid a prize won on a ticket purchased on presentation of an Easiplay Club membership card, there will be no further claim to that prize.
- 9.10 If a player who complies with the requirements of these Rules reports that a winning ticket is lost, the Master Agent may decline to pay the prize to the ticket's bearer.
- 9.11 If a person ('the bearer') lodges a printed ticket that bears the name of an Easiplay Club member ('the member') with the Master Agent for payment of a prize, but the bearer fails to produce the corresponding Easiplay Club membership card, the Master Agent will invite the bearer to provide a statutory declaration and such other documentation as the Master Agent requires to determine the rightful owner of the printed ticket.
  - 9.11.1 If the Master Agent is satisfied that the bearer is the rightful owner of the printed ticket, and the prize has not been autopaid to the member in accordance with Rule 12.15, the Master Agent will pay the prize to the bearer and neither the member nor any other person will have any claim in respect of the printed ticket.
  - 9.11.2 A decision by the Master Agent under this Rule is final and without appeal. The Master Agent has no obligation beyond the strict requirements of this Rule to provide a right to be heard in relation to its decision.
- 9.12 The procedure under Rule 9.11 is not available to a ticket's bearer after expiration of the Autopay period as determined by the Master Agent. After expiration of that period any prize payable in respect of the ticket will only be paid to the member whose name first appears on the application form.
- 9 13 If
  - 9.13.1 a prize is won on a ticket purchased on presentation of an Easiplay Club membership card; and
  - 9.13.2 the ticket's bearer has not claimed the prize at the expiration of the Autopay period,
  - the Master Agent will pay the prize into the account nominated by the member or by such other means as determined by the Master Agent. Thereafter, the ticket's bearer will have no claim to the prize.

#### 10 Gift Vouchers

- 10.1 The Master Agent may make available to players the purchase of gift vouchers for such defined value(s) as determined by the Master Agent from time to time.
- 10.2 The price of a gift voucher must be paid in Australian currency, by credit card, by funds transfer from a player's account or by such other means as the Master Agent determines. Payment must be made at the time of requesting the gift voucher.
- 10.3 The Master Agent may include a security code on any part of the gift voucher for the purpose of identifying counterfeit or reconstituted gift vouchers.
- 10.4 A security code may be:
  - 10.4.1 symbols or other markings; and 10.4.2 printed, stamped, embossed or otherwise shown on the gift voucher.
- 10.5 A gift voucher can only be presented once for redemption unless otherwise determined by the Master Agent.
- 10.6 Gift vouchers must be redeemed within twelve months of their date of issue or such other period as determined by the Master Agent.
- 10.7 A gift voucher will not be redeemable for cash.
- 10.8 Any player who claims to be entitled to redeem a gift voucher but:
  - 10.8.1 whose gift voucher has not been identified by a central computer system used in the Master Agent's business as a validly issued gift voucher; or
  - 10.8.2 considers that their gift voucher has been incorrectly evaluated by the Master Agent; may lodge a claim with the Master Agent.
- 10.9 A claim under Rule 10.8:
  - 10.9.1 may be lodged with the Master Agent either personally or by registered mail;
  - 10.9.2 must reach the Master Agent within the period specified for the redemption of a gift voucher;
  - 10.9.3 must be accompanied by the gift voucher in question and proof of purchase, clearly endorsed with the claimant's full name and address; and
  - 10.9.4 if posted, must be accompanied by a self-addressed envelope bearing the correct postage.
- 10.10 The Master Agent:
  - 10.10.1 will not be obliged to recognise any claim not identified by a central computer system used in the Master Agent's business within the period specified for the redemption of a gift voucher; and
  - 10.10.2 may in its absolute discretion accept or refuse to accept a claim in whole or in part.

#### 11 Disqualifications

- 11.1 Notwithstanding that:
  - 11.1.1 acceptance of entries into a lottery has closed;
  - 11.1.2 a ticket may have issued; or
  - 11.1.3 the draw has occurred in respect of which the ticket is entered

an entry in a lottery may be disqualified and no prize claim shall be made in respect of it, if the Master Agent is of the opinion that it should be so disqualified. Any ticket which has issued in respect of an entry in a lottery which is disqualified shall automatically be cancelled.

- 11.2 The reasons for disqualification may include but are not limited to:
  - 11.2.1 failure to pay the full price of entry;
  - 11.2.2 reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - 11.2.3 reasonable suspicion of unauthorised use of a selling point terminal or central computer system used in the Master Agent's business; or
  - 11.2.4 any other breach of these Rules which justifies disqualification.
- 11.3 The Master Agent shall use its best endeavours to notify a player whose name and address is known to the Master Agent that an entry has been disqualified and the reason therefor and the Master Agent shall refund to the player any price paid. Where the Master Agent does not know the name and address of a player, the Master Agent shall publicise, in a manner determined by the Master Agent, the disqualification of such an entry.
- 11.4 If an entry which would otherwise be eligible for a prize, is disqualified during the claim period then the value of the remaining prizes shall be varied to take into account such disqualification.

#### 12 Payment of Prizes

- 12.1 The Master Agent's records as to payment of prizes in respect of a ticket shall be conclusive.
- 12.2 No prize will bear interest as against SALC or the Master Agent.
- 12.3 Any prize won on a syndicate share entry will be payable to the bearer of the syndicate share entry to the extent of the bearer's entitlement as appears on the syndicate share entry, rounded in each division to the nearest whole cent above or below the bearer's syndicate share of the actual prize otherwise payable, with any resulting surplus being paid into the Division 1 prize pool, and any shortfall being drawn from the Division 1 prize pool.
- 12.4 Payment of prizes won on printed tickets or Instant Scratch-Its tickets:

- 12.4.1 greater than \$5 000 or such other amount as the Master Agent determines may be made by electronic funds transfer or by such other means as the Master Agent determines. Such prizes must be claimed at Head Office (unless an Agent has obtained prior approval from the Master Agent to make a cash payment).
- 12.4.2 greater than \$500 but equal to or less than \$5000 or such other amount as the Master Agent determines (either generally or in relation to a particular lottery) may be made in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines. Such prizes may be claimed at Head Office or at an agency with the means to make a cash payment.
- 12.4.3 equal to or less than \$500 or such other amount as the Master Agent determines shall be payable in cash (except where the prize may be a free ticket), by electronic funds transfer or by such other means as the Master Agent determines by Head Office, or in cash by any Agent.
- 12.5 Payment of cash prizes won on an electronic ticket will be paid by electronic funds transfer directly into the account established for use in connection with the player's participation in electronic requests.
- 12.6 A handling fee (which may include postage costs and a processing fee) will be charged in each case as the Master Agent determines for payment of prizes won on printed tickets or Instant Scratch-Its tickets by electronic funds transfer or such other manner as the Master Agent determines. The handling fee will be deducted from the prize.
- 12.7 A non-refundable claim administration fee as determined by the Master Agent may be required to accompany a claim for an ex gratia payment under section 16D of the Act.
- 12.8 The applicant for payment of a prize must provide their name and address:
  - 12.8.1 for payment of a prize greater than \$5 000 (or such other amount as provided by law) in any online lottery;
  - 12.8.2 for payment of any prize to be paid by electronic funds transfer; or
  - 12.8.3 in any other case as required by the Master Agent.
- 12.9 A printed ticket or Instant Scratch-Its ticket forwarded by post for payment of a prize must have the winner's name and address completed on its reverse.
- 12.10 A prize claim incomplete in any detail required by the Master Agent may be rejected.
  - 12.11 The Master Agent may decline to pay a prize in respect of any ticket presented as evidence of a winning entry if, in the Master Agent's opinion:
    - 12.11.1 the ticket was purchased by a minor or an Easiplay Club membership card issued to a minor was submitted at the time of purchase of the ticket;
    - 12.11.2 any number or security marking on the ticket has been tampered with in any way; or
    - 12.11.3 the ticket has been stolen, mutilated, altered, defaced or is counterfeit, misprinted, illegible, incomplete or defective in any way; or
    - 12.11.4 the ticket was found to have been purchased fraudulently,
    - and furthermore, the Master Agent shall retain such a ticket for such period as the Master Agent determine.
- 12.12 A ticket that has been recorded as cancelled on a central computer system used in the Master Agent's business will be of no validity in claiming a prize. The player will have no claim against SALC or the Master Agent (whether such cancelled recording is at the player's request or due to a computer system malfunction, operator error or otherwise). A ticket incorrectly recorded on a central computer system used in the Master Agent's business will be deemed cancelled. The Master Agent will determine whether a ticket has been correctly recorded.
- 12.13 A ticket identified by a central computer used in the Master Agent's business system as a prize winning ticket may, after evaluation by a selling point terminal and payment of the prize, be retained by the Master Agent for such period as the Master Agent determine.
- 12.14 Where a prize winning ticket processed in accordance with these Rules is acknowledged by a central computer system used in the Master Agent's business to contain an entry in any online lottery that has not yet been drawn or conducted, the selling point terminal operator will issue an exchange ticket to the bearer. The exchange ticket will contain the same selections and specify the remaining draw numbers in which it will be entered.
- 12.15 Subject to Rule 9.11, an Easiplay Club member who has not claimed a prize within the Autopay period will be paid by electronic funds transfer for the prize in favour of the name and details on the Easiplay Club database at the time of issue, provided that:
  - 12.15.1 in the Master Agent's opinion, the name and details are adequate to ensure safe delivery; and
  - 12.15.2 the net amount of the payment payable to the player exceeds the handling fee as determined by the Master Agent.
- 12.16 A claim for a prize already paid by the Master Agent will not be considered.
- 12.17 Subject to the provisions of the Act, a claim for a prize received by the Master Agent outside the relevant claim period will not be considered, nor will the Master Agent accept or recognise any reason for late lodgement or receipt of a claim.
- 12.18 (a) Prizes in a lottery, other than a special appeal lottery, not collected or taken delivery of within 12 months of the date of the draw or such other date as SALC determines, will be forfeited in accordance with the Act.

- (b) Prizes in a special appeal lottery not collected or taken delivery of within the period specified by the Minister will be payable to the beneficiary or beneficiaries of the net proceeds of the special appeal lottery, in the proportions specified by the Minister.
- 13 Syndicates and Payment of Prizes to Bearer
  - 13.1 Except as otherwise provided by these Rules, the bearer of a ticket that is evidence of a winning entry will be regarded as its owner and will be paid the prize upon the ticket's redemption, notwithstanding:
    - 13.1.1 any name on the ticket;
    - 13.1.2 any name on an application form for an Easiplay Club membership card submitted at the time of purchase of the ticket;
    - 13.1.3 any name and address in the database for an Easiplay Club membership card submitted at the time of purchase of the ticket;
    - 13.1.4 that a person has reported the ticket's loss to the Master Agent;
    - 13.1.5 that the Master Agent has had notice that someone other than the ticket's bearer may have a claim in respect of the prize won by the ticket; or
    - 13.1.6 that payment is made to a person not named on an application form for an Easiplay Club membership card submitted at the time of purchase of the ticket.

Payment of any prize to the bearer of the ticket will be deemed a full and final discharge of the Master Agent's liability in respect of the ticket.

- 13.2 The Master Agent will not be bound:
  - 13.2.1 by any agreement made between any syndicate or group participants other than an agreement between the Master Agent and a player in a central syndicate; or
  - 13.2.2 to take notice or to see to the execution of any trust whether express, implied or constructive to which a ticket may be subject.
- 14 Cancellation of Lottery or Ticket
  - 14.1 The Master Agent may in respect of any lottery conducted by SALC through its Master Agent:
    - 14.1.1 cancel the lottery;
    - 14.1.2 cancel any ticket without cancelling the lottery to which it relates; or
    - 14.1.3 recall any Instant Scratch-Its ticket(s) and cancel the remainder of the series of which they are part,
    - if it considers that doing so is necessary for the fair conduct of the lottery or for such other reason as the Master Agent in its absolute discretion determines. Such cancellation may be effected either before or after the draw or payment of prizes in any lottery.
  - 14.2 If the Master Agent cancels a lottery it may:
    - 14.2.1 pay anyone who has purchased a ticket in the lottery the price of the ticket;
    - 14.2.2 conduct another lottery ('the second lottery') and issue to anyone who purchased a ticket in the cancelled lottery a ticket in the second lottery. The price of a ticket and the value and number of prizes in the second lottery will not differ from the price of a ticket and the value and number of prizes in the cancelled lottery; or
    - 14.2.3 deal with the tickets in the cancelled lottery in such manner as the Master Agent considers fair and reasonable in all the circumstances.
  - 14.3 If the Master Agent cancels a ticket in a lottery it may:
    - 14.3.1 repay the price of the ticket; or
    - 14.3.2 issue another ticket with a different serial number in the same lottery,

and in either case the cancelled ticket will not be included with other tickets in determining the prizes of the lottery to be won.

#### **SCHEDULE**

Date of operation of these Rules:

27 March 2017

<sup>&</sup>lt;sup>©</sup> The Crown in right of the State of South Australia 2017.

## STATE LOTTERIES ACT 1966 LOTTERIES (LUCKY LOTTERIES) RULES

#### 1 Preliminary

- 1.1 These Rules may be cited as the Lotteries (Lucky Lotteries) Rules, 2017 (No. 1).
- 1.2 The Lotteries (Lucky Lotteries) Rules made under the State Lotteries Act, 1966 are hereinafter referred to as the 'Principal Rules'.
- 1.3 The Principal Rules are hereby effective from 27 March 2017 and these Rules will take effect immediately thereafter, except as provided in these Rules.

#### 2 Implementation of Rules

The Principal Rules are the Rules as annexed hereto.

The Common Seal of the Lotteries Commission of South Australia was affixed pursuant to a resolution of the Commissioner:

Dated: 20 February 2017.

Signature,

Name: DAVID GRAEME HARDY, Commissioner

Approved,

TOM KOUTSANTONIS, Minister for Finance

## STATE LOTTERIES ACT 1966 LOTTERIES (LUCKY LOTTERIES) RULES

This consolidation includes amendments as at 27 March 2017. It is provided for convenient reference only and regard should be had to the full text of the Lottery Rules and amendments as published in the South Australian Government Gazette from time to time.

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Ticket pool and prize structure for Lucky Lotteries Super Jackpot

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Ticket pools and prize structure for Lucky Lotteries Mega Jackpot

#### Schedule 3

Date of commencement

#### 1 Preliminary

- 1.1 These Rules may be cited as the Lotteries (Lucky Lotteries) Rules.
- 1.2 These Rules will come into operation on the date specified in the Schedule to these Rules.
- 1.3 These Rules are to be read in conjunction with and are subject to the Lotteries (General) Rules.
- 1.4 These Rules apply to the lottery known as 'Lucky Lotteries' and includes Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot.

#### 2 Interpretation

2.1 In these Rules and in each part of these Rules unless the contrary intention appears:

'Bloc members' means the parties from time to time to the Bloc Agreement entered into by SALC with other lottery operators for the promotion, conduct and sale of tickets in Lucky Lotteries on a joint basis with a common winning number determination and a declaration of a common prize pool based on the equal participation of all players in the aggregated prize pool;

'claim period' means the period commencing at midnight on the day of determination of the draw results and ending on the  $14^{th}$  day thereafter;

'consolation prize' means the prize won in a Draw of Lucky Lotteries Super Jackpot or Lucky Lotteries Mega Jackpot in accordance with Schedule 1 and Schedule 2 respectively; for a ticket with a six (6) digit number occurring in sequence immediately before or after the winning number;

'drawing equipment' means the random number generator or other approved drawing device operated by Golden Casket Lottery Corporation Limited on behalf of the Master Agent for ascertaining the winning number(s);

'jackpot fund contribution' means the amount that will be set aside to fund the guaranteed minimum jackpot prize as set out for a Draw of Lucky Lotteries Super Jackpot in accordance with Schedule 1 or for Lucky Lotteries Mega Jackpot in accordance with Schedule 2;

'jackpot increment' means the amount the jackpot will increase if the jackpot prize is not won as set out for a Draw of Lucky Lotteries Super Jackpot in accordance with Schedule 1 or for Lucky Lotteries Mega Jackpot in accordance with Schedule 2;

'jackpot number' means the six (6) digit number selected in a Draw by the drawing equipment after the selection of the winning number(s) in that Draw;

'jackpot prize' means the prize in respect of an entry containing the jackpot number that is also a winning number and being the amount specified in Schedule 1 in respect of an entry in Lucky Lotteries Super Jackpot or Schedule 2 in respect of an entry in Lucky Lotteries Mega Jackpot;

'number' means a six (6) digit number from:

- (a) 000 001 to 270 000 for Lucky Lotteries Super Jackpot; and
- (b) 000 001 to 200 000 for Lucky Lotteries Mega Jackpot.

guaranteed in the manner descripted in section 3;

'ticket pool' means the number of tickets in a Draw of Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot in accordance with Schedule 1 and Schedule 2 respectively; and

'winning number' is one of the six (6) digit numbers selected in a Draw by the drawing equipment in respect of each prize, except for the jackpot prize and consolation prize.

#### 3 General

- 3.1 Each ticket in each Draw will be identified by a unique ticket number.
- 3.2 There will be a limit to the maximum number of tickets that can be issued to a player in each Draw, and the Master Agent may decline to issue more than 2 000 tickets to a player in any one Draw.
- 3.3 A player may request that an entry be issued in advance of a current Draw. The maximum number of advance Draws in which an entry can be issued will be as determined by the Master Agent and notified to players.
- 3.4 A player may enter a Draw by:
  - 3.4.1 submitting a coupon provided for that purpose from time to time by the Master Agent, together with an Easiplay Club membership card if applicable; or
  - 3.4.2 making a verbal or electronic request at the selling point, together with providing an Easiplay Club membership card if applicable.
- 3.5 In the case of a coupon:
  - 3.5.1 a player must mark a coupon in accordance with the instructions appearing on the coupon. No other mark will be accepted. All marks on a coupon must be legible and if a coupon cannot be read by a selling point terminal, it will be rejected. A coupon must not be marked in red.
  - 3.5.2 If a player marks more than the number of squares specified in the instructions appearing on the coupon, a ticket will not be issued until the player has nominated the incorrect selection(s) to be removed. The player may be require to complete another coupon.

#### 4 Supervision of Draw

- 4.1 The drawing of the winning number(s) will be conducted in such manner as agreed by the Master Agent and:
  - 4.1.1 should be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State in which the Draw is conducted; and
  - 4.1.2 will be final for the purpose of determining the prize winner(s) for that Draw.
- 4.2 The total amount of the prize pool will be as set out in Schedule 1 in respect of Lucky Lotteries Super Jackpot and Schedule 2 in respect of Lucky Lotteries Mega Jackpot.

#### 5 Determination of Winning Number(s)

- 5.1 Each Draw will be identified by a Draw number.
- 5.2 Each Draw will be conducted using drawing equipment as the Master Agent determines.
- 5.3 A Draw will be conducted on the day and at the time determined by the Master Agent when all numbers available for sale in a Draw have been sold in respect of that Draw.
- 5.4 The Master Agent will publicly advise when a Draw is to be conducted.
- 5.5 The winning numbers in a Draw are determined by the drawing equipment randomly selecting the required six (6) digit numbers equivalent to the number of prizes available to be won as set out in Schedule 1 for Lucky Lotteries Super Jackpot and Schedule 2 for Lucky Lotteries Mega Jackpot.
- 5.6 The jackpot number in a Draw is determined by the drawing equipment randomly selecting one unique six (6) digit number from the selected range of numbers.

#### 6 Publication of Results

- 6.1 The Master Agent will publish the results of each Draw as soon as practicable after each Draw.
- 6.2 The information published may include:
  - 6.2.1 the winning numbers and the jackpot number for each Draw;
  - 6.2.2 the amount of the prizes, which will be as specified in Schedule 1 for Lucky Lotteries Super Jackpot and Schedule 2 for Lucky Lotteries Mega Jackpot;
  - 6.2.3 the date(s) from which the prize(s) will be paid;
  - 6.2.4 the date the claim period expires; and
  - 6.2.5 the guaranteed jackpot prize for the next Draw.

#### 7 Prize Pool Structure

- 7.1 Prizes will be distributed in accordance with:
  - 7.1.1 Schedule 1 for Lucky Lotteries Super Jackpot; and
  - 7.1.2 Schedule 2 for Lucky Lotteries Mega Jackpot.
- 7.2 In a Draw:
  - 7.2.1 a prize is won by a ticket in that Draw that contains a winning number;
  - 7.2.2 a consolation prize is won by a ticket in that Draw that contains;
    - 7.2.2.1 a number that occurs in sequence either immediately before or immediately after, a winning number, as the case may be, except that:
      - 7.2.2.1.1 if the number '000 001' in a ticket pool is a winning number then the number '000 002' will win two consolation prizes; and
      - 7.2.2.1.2 if the highest number of the ticket pool is a winning number then the second highest number of the ticket pool will win two consolation prizes.
    - 7.2.2.2 the jackpot number, where the jackpot number does not win the jackpot prize.
  - 7.2.3 the jackpot prize is won by a ticket in that Draw that contains the jackpot number and the jackpot number in that Draw is the same as a winning number in that Draw.
- 7.3 If the jackpot prize is not won in a Draw of:
  - 7.3.1 Lucky Lotteries Super Jackpot, it will increase in value by the jackpot increment specified in Schedule 1, in each subsequent Draw until won, after which it will revert to the guaranteed minimum jackpot prize amount specified in Schedule 1;
  - 7.3.2 Lucky Lotteries Mega Jackpot, it will increase in value by the jackpot increment specified in Schedule 2, in each subsequent Draw until won, after which it will revert to the guaranteed minimum jackpot prize amount specified in Schedule 2.
- 7.4 A single ticket can win more than one prize in a Draw as set out in Schedule 1 for Lucky Lotteries Super Jackpot or Schedule 2 for Lucky Lotteries Mega Jackpot.
- 7.5 The total prize pool for:
  - 7.5.1 Lucky Lotteries Super Jackpot is 61.5209% of the total entry fees received for each Draw;
  - 7.5.2 Lucky Lotteries Mega Jackpot is 62.2515% of the total entry fees received for each Draw, (or such greater amount as SALC determines in consultation with Bloc members).
- 7.6 The jackpot increment for Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot will be as set out in Schedule 1 and Schedule 2 respectively.
- 7.7 Each of the Bloc members must contribute the same percentage of the total entry fees received by them into the prize pool.

#### 8 Prize Reserve Fund

- 8.1 From time to time, SALC may set aside a proportion of the total amount received from entry fees to any Draw in Lucky Lotteries Super Jackpot and Lucky Lotteries Mega Jackpot to constitute a pool called the Prize Reserve Fund.
- 8.2 The Prize Reserve Fund will be accumulated to constitute the jackpot prize as set out in Schedule 1 and Schedule 2 and be applied as follows;
  - 8.2.1 if the jackpot prize is not won any Draw, the jackpot increment will be added to the jackpot prize in the next Draw as set out in Schedule 1 and Schedule 2 respectively; and
  - 8.2.2 the jackpot fund contribution in each game as set out in Schedule 1 and Schedule 2 respectively will be accumulated to fund the guaranteed minimum jackpot prize.
- 8.3 The Prize Reserve Fund will be applied from time to time for or towards the payment of any of the following:
  - 8.3.1 prizes in respect of missed prize entries for lotteries conducted through its Master Agent;
  - 8.3.2 additional or increased prizes in subsequent lotteries conducted by SALC through its Master Agent;

in such amount(s) and to such player(s) as SALC in its absolute discretion determines.

- 8.4 The amounts to be set aside and the amounts to be distributed must be agreed with the Bloc members.
- 8.5 In the event that the game of Lucky Lotteries is replaced, enhanced, renamed or otherwise varied, the Prize Reserve Fund as constituted by this Rule 8 shall be assigned to the game replacing, enhancing, renaming or otherwise varying the game of Lucky Lotteries.

#### 9 Prize Claims

- 9.1 In the case of a first prize or jackpot prize:
  - 9.1.1 prizes will be distributed after the relevant claim period has elapsed;
  - 9.1.2 any player who claims to be entitled to a prize won on a printed ticket must lodge a claim at Head Office; and
  - 9.1.3 prizes payable on an electronic ticket will be paid electronically in accordance with the terms upon which the electronic ticket was issued, following the elapsing of the claim period.
- 9.2 In the case of prizes other than a first prize or jackpot prize:
  - 9.2.1 prizes will be paid as soon as practicable after the conclusion of the Draw either at Head Office or through any selling point terminal on presentation of the ticket or record of electronic entry for evaluation by a selling point terminal through the central computer system, subject to these Rules; and
  - 9.2.2 prizes payable on an electronic ticket will be paid electronically in accordance with the terms upon which the electronic ticket was issued, as soon as practicable after the Draw.
- 9.3 Any player who claims to be entitled to a prize but:
  - 9.3.1 whose ticket has not been identified by the central computer system as a prize winning ticket;
  - 9.3.2 considers that their ticket has been incorrectly evaluated by the Master Agent; or
  - 9.3.3 has not obtained confirmation that the ticket has won a prize after its evaluation by a selling point terminal through the central computer system,

must lodge a claim with the Master Agent.

- 9.4 A claim under Rule 9.3:
  - 9.4.1 may be lodged with the Master Agent either personally or by registered mail;
  - 9.4.2 must reach the Master Agent within the period specified for the collection or taking delivery of a prize; and
  - 9.4.3 must be accompanied by the ticket or record of electronic entry in respect of which the claim is made, clearly endorsed with the claimant's full name and address, and/or proof of purchase.
- 9.5 SALC:
  - 9.5.1 will not be obliged to recognise any claim not identified as a prize winning ticket by the central computer system and not lodged within the period specified for the collection or taking delivery of a prize; and
  - 9.5.2 may in its absolute discretion accept or refuse to accept a claim in whole or in part.

#### 10 Ticket Checkers

- 10.1 Ticket checkers are located at all selling points and are linked to the central computer system via the selling point terminal.
- 10.2 A player can obtain the prize status of a printed ticket by inserting the bar code of each ticket into the scanning device.
- 10.3 A prize winning ticket must be identified by the central computer system as a prize winning ticket before payment of the prize is made.

#### SCHEDULE 1

Ticket pool and prize pool structure for Lucky Lotteries Super Jackpot is as follows: Ticket pool =  $270\ 000$  sequential numbers from  $000\ 001$  to  $270\ 000$ 

Prize Pool Structure for Lucky Lotteries Super Jackpot			
Prize Level	Order drawn by Drawing Device	Prize	Number of Prizes
1st Prize	1	\$100 000	1
2 <sup>nd</sup> Prize	2	\$10 000	1
3 <sup>rd</sup> Prize	3	\$5 000	1
4 <sup>th</sup> Prize	4 and 5	\$500	2
5 <sup>th</sup> Prize	6 to 15	\$200	10
6 <sup>th</sup> Prize	16 to 35	\$100	20
7 <sup>th</sup> Prize	36 to 135	\$50	100
8 <sup>th</sup> Prize	136 to 735	\$25	600
9 <sup>th</sup> Prize	736 to 1 485	\$15	750
10 <sup>th</sup> Prize	1 486 to 3 965	\$10	2 480

Consolation Prizes			
Consolation Prize Levels	Prize	Number of Prizes	
An Entry where its six (6) digit number occurs in sequence immediately before or after the number that won the:			
• 1 <sup>st</sup> Prize	\$1 000	2	
• 2 <sup>nd</sup> Prize	25 x '\$2 Free Ticket'	2	
• 3 <sup>rd</sup> Prize	15 x '\$2 Free Ticket'	2	
• 4 <sup>th</sup> Prize	10 x '\$2 Free Ticket'	4	
• 5 <sup>th</sup> Prize	5 x '\$2 Free Ticket'	20	
• 6 <sup>th</sup> Prize	3 x '\$2 Free Ticket'	40	
• 7 <sup>th</sup> Prize	2 x '\$2 Free Ticket'	200	
• 8 <sup>th</sup> Prize	1 x '\$2 Free Ticket'	1 200	
• 9 <sup>th</sup> Prize	1 x '\$2 Free Ticket'	1 500	
• 10 <sup>th</sup> Prize	1 x '\$2 Free Ticket'	4 960	
Jackpot number	10 x '\$2 Free Ticket'	1	

Jackpot Prize		
Guaranteed minimum jackpot prize	\$500 000	
Jackpot increment	\$130 000	

Funding of guaranteed minimum jackpot prize		
Jackpot fund contribution	\$7 343	

<sup>&#</sup>x27;\$2 Free Ticket' means an Entry in a future Draw of Lucky Lotteries Super Jackpot.

#### SCHEDULE 2

Ticket pool and prize pool structure for Lucky Lotteries Mega Jackpot is as follows: Ticket pool = 200 000 sequential numbers from 000 001 to 200 000

Prize Pool Structure for Lucky Lotteries Mega Jackpot				
Prize Level	Order drawn by Drawing Device	Prize	Number of Prizes	
1 <sup>st</sup> Prize	1	\$200 000	1	
2 <sup>nd</sup> Prize	2	\$20 000	1	
3 <sup>rd</sup> Prize	3	\$5 000	1	
4 <sup>th</sup> Prize	4 to 8	\$1 000	5	
5 <sup>th</sup> Prize	9 to 18	\$500	10	
6 <sup>th</sup> Prize	19 to 43	\$100	25	
7 <sup>th</sup> Prize	44 to 118	\$75	75	
8 <sup>th</sup> Prize	119 to 718	\$40	600	
9 <sup>th</sup> Prize	719 to 1 418	\$20	700	
10 <sup>th</sup> Prize	1 419 to 4 218	\$12	2 800	

Consolation Prizes						
Consolation Prize Levels	Prize	Number of Prizes				
An Entry where its six (6) digit number occurs in sequence immediately before or after the number that won the:						
• 1 <sup>st</sup> Prize	\$1 000	2				
• 2 <sup>nd</sup> Prize	25 x '\$5 Free Ticket'	2				
• 3 <sup>rd</sup> Prize	15 x '\$5 Free Ticket'	2				
• 4 <sup>th</sup> Prize	10 x '\$5 Free Ticket'	10				
• 5 <sup>th</sup> Prize	5 x '\$5 Free Ticket'	20				
• 6 <sup>th</sup> Prize	3 x '\$5 Free Ticket'	50				
• 7 <sup>th</sup> Prize	2 x '\$5 Free Ticket'	150				
• 8 <sup>th</sup> Prize	1 x '\$5 Free Ticket'	1 200				
• 9 <sup>th</sup> Prize	1 x '\$5 Free Ticket'	1 400				
• 10 <sup>th</sup> Prize	1 x '\$5 Free Ticket'	5 600				
Jackpot number	10 x '\$5 Free Ticket'	1				

Jackpot Prize				
Guaranteed minimum jackpot prize	\$1 000 000			
Jackpot increment	\$240 000			

Funding of guaranteed minimum jackpot prize				
Jackpot fund contribution	\$21 090			

<sup>&#</sup>x27;\$5 Free Ticket' means an Entry in a future Draw of Lucky Lotteries Mega Jackpot.

SCHEDULE 3

Date of operation of these Rules: 27 March 2017

<sup>&</sup>lt;sup>©</sup> The Crown in right of the State of South Australia 2017.

#### TRAINING AND SKILLS DEVELOPMENT ACT 2008

#### Part 4—Apprenticeships/Traineeships

Pursuant to the provision of the Training and Skills Development Act 2008, the Training and Skills Commission (TaSC) gives notice that determines the following Trades or Declared Vocations in addition to the *gazette* notices of:

1.	25 September 2008	2.	23 October 2008	3.	13 November 2008	4.	4 December 2008
5.	18 December 2008	6.	29 January 2009	7.	12 February 2009	8.	5 March 2009
9.	12 March 2009	10.	26 March 2009	11.	30 April 2009	12.	18 June 2009
13.	25 June 2009	14.	27 August 2009	15.	17 September 2009	16.	24 September 2009
17.	9 October 2009	18.	22 October 2009	19.	3 December 2009	20.	17 December 2009
21.	4 February 2010	22.	11 February 2010	23.	18 February 2010	24.	18 March 2010
25.	8 April 2010	26.	6 May 2010	27.	20 May 2010	28.	3 June 2010
29.	17 June 2010	30.	24 June 2010	31.	8 July 2010	32.	9 September 2010
33.	23 September 2010	34.	4 November 2010	35.	25 November 2010	36.	16 December 2010
37.	23 December 2010	38.	17 March 2011	39.	7 April 2011	40.	21 April 2011
41.	19 May 2011	42.	30 June 2011	43.	21 July 2011	44.	8 September 2011
45.	10 November 2011	46.	24 November 2011	47.	1 December 2011	48.	8 December 2011
49.	16 December 2011	50.	22 December 2011	51.	5 January 2012	52.	19 January 2012
53.	1 March 2012	54.	29 March 2012	55.	24 May 2012	56.	31 May 2012
57.	7 June 2012	58.	14 June 2012	59.	21 June 2012	60.	28 June 2012
61.	5 July 2012	62.	12 July 2012	63.	19 July 2012	64.	2 August 2012
65.	9 August 2012	66.	30 August 2012	67.	13 September 2012	68.	4 October 2012
69.	18 October 2012	70.	25 October 2012	71.	8 November 2012	72.	29 November 2012
73.	13 December 2012	74.	25 January 2013	75.	14 February 2013	76.	21 February 2013
77.	28 February 2013	78.	7 March 2013	79.	14 March 2013	80.	21 March 2013
81.	28 March 2013	82.	26 April 2013	83.	23 May 2013	84.	30 May 2013
85.	13 June 2013	86.	20 June 2013	87.	11 July 2013	88.	1 August 2013
89.	8 August 2013	90.	15 August 2013	91.	29 August 2013	92.	6 February 2014
93.	12 June 2014	94.	28 August 2014	95.	4 September 2014	96.	16 October 2014
97.	23 October 2014	98.	5 February 2015	99.	26 March 2015	100.	16 April 2015
101.	27 May 2015	102.	18 June 2015	103.	3 December 2015	104.	7 April 2016
105.	30 June 2016	106.	28 July 2016	107.	8 September 2016	108.	22 September 2016
109.	27 October 2016	110.	29 November 2016	111.	15 December 2016	112.	7 March 2017
113.	21 March 2017						

## Trades or Declared Vocations and Required Qualifications and Training Contract Conditions for the

#### Creative Arts and Culture Training Package CUA

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
Entertainment Industry Worker #	CUA20215	Certificate II in Creative Industries	12 Months	60 Days
Entertainment Industry Worker #	CUA30415	Certificate III in Live Production and Services	12 Months	60 Days
Entertainment Industry Worker #	CUA40415	Certificate IV in Live Production and Technical Services	24 Months	60 Days
Clerical Processing (Library Assistant) #	CUA20515	Certificate II in Information and Cultural Services	12 Months	60 Days
Music Business Assistant #	CUA20615	Certificate II in Music Industry	12 Months	60 Days
Entertainment Industry Worker #	CUA31015	Certificate III in Screen and Media	18 Months	60 Days

## Trades or Declared Vocations and Required Qualifications and Training Contract Conditions for the

#### **Sport, Fitness and Recreation Training Package SIS**

*Trade/ #Declared Vocation/ Other Occupation	Code	Title	Nominal Term of Training Contract	Probationary Period
Recreation Industry Worker #	SIS20115	Certificate II in Sport and	12 Months	60 Days
		Recreation		
Recreation Industry Worker #	SIS40115	Certificate IV in Sport and	18 Months	60 Days
-		Recreation		

## Statutes Amendment (Surrogacy Eligibility) Act (Commencement) Proclamation 2017

#### 1—Short title

This proclamation may be cited as the *Statutes Amendment (Surrogacy Eligibility) Act (Commencement) Proclamation 2017.* 

#### 2—Commencement of Act

The Statutes Amendment (Surrogacy Eligibility) Act 2017 (No 6 of 2017) will come into operation on 21 March 2017.

#### **Made by the Governor**

with the advice and consent of the Executive Council on 21 March 2017
DPC17/017CS

#### South Australia

## National Parks and Wildlife (Ikara-Flinders Ranges National Park) Proclamation 2017

under section 27(3) of the National Parks and Wildlife Act 1972

#### 1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Ikara-Flinders Ranges National Park) Proclamation 2017.* 

#### **2**—Commencement

This proclamation comes into operation on the day on which it is made.

#### 3—Alteration of boundaries of Ikara-Flinders Ranges National Park

The boundaries of the Ikara-Flinders Ranges National Park are altered by adding to the Park the following Crown land:

Allotment 500 in Deposited Plan 112800, Out of Hundreds (Parachilna), County of Hanson.

#### **Made by the Governor**

with the advice and consent of the Executive Council on 21 March 2017

## National Parks and Wildlife (Lawari Conservation Park) Proclamation 2017

under section 30(1) of the National Parks and Wildlife Act 1972

#### 1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Lawari Conservation Park) Proclamation 2017.* 

#### **2**—Commencement

This proclamation comes into operation on the day on which it is made.

#### 3—Constitution of Lawari Conservation Park

The following Crown land is constituted as a conservation park and assigned the name *Lawari Conservation Park*:

Sections 65, 74, 89, 92, 99, 100, 108, 109, 186, 413 and 604, Hundred of Nangkita, County of Hindmarsh;

Allotment 1 in Filed Plan 40190, Hundred of Nangkita, County of Hindmarsh;

Allotment 129 in Deposited Plan 56026, Hundred of Nangkita, County of Hindmarsh;

Allotment 16 in Deposited Plan 57049, Hundred of Nangkita, County of Hindmarsh;

The Allotment comprising pieces Q10, Q11 and Q12 in Deposited Plan 79241, Hundred of Nangkita, County of Hindmarsh;

Allotments 19 and 22 in Deposited Plan 93270, Hundred of Nangkita, County of Hindmarsh;

Allotment 11 in Deposited Plan 93277, Hundred of Nangkita, County of Hindmarsh;

Allotments 100, 101, 102 and 103 and the Allotment comprising pieces Q108 and Q109 and the Allotment comprising pieces Q112 and Q113 in Filed Plan 213447, Hundred of Nangkita, County of Hindmarsh;

Allotment 112 in Filed Plan 214663, Hundred of Nangkita, County of Hindmarsh;

Allotment 95 and the Allotment comprising pieces Q96 and Q97 in Filed Plan 216307, Hundred of Nangkita, County of Hindmarsh.

#### Made by the Governor

being of the opinion that the Crown land described in clause 3 should be protected and preserved for the purpose of conserving any wildlife and the natural and historic features of the land and with the advice and consent of the Executive Council on 21 March 2017

## National Parks and Wildlife (Ngarkat Conservation Park) Proclamation 2017

under section 30(2) of the National Parks and Wildlife Act 1972

#### 1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Ngarkat Conservation Park) Proclamation 2017.* 

#### **2—Commencement**

This proclamation comes into operation on the day on which it is made.

#### 3—Alteration of boundaries of Ngarkat Conservation Park

The boundaries of the Ngarkat Conservation Park are altered by adding to the Park the following Crown land:

Sections 2, 3, 31, 34 and 35, Hundred of Day, County of Chandos;

Allotment 13 in Deposited Plan 47895, Hundred of Day, County of Chandos.

#### Made by the Governor

with the advice and consent of the Executive Council on 21 March 2017

## National Parks and Wildlife (Ngarkat Conservation Park—Mining Rights) Proclamation 2017

under section 43 of the National Parks and Wildlife Act 1972

#### **Preamble**

- The Crown land described in Schedule 1 is, by another proclamation made on this day, added to the Ngarkat Conservation Park under section 30(2) of the *National Parks and Wildlife Act 1972*.
- It is intended that, by this proclamation, certain existing and future rights of entry, prospecting, exploration or mining be preserved in relation to the land described in Schedule 1.

#### 1—Short title

This proclamation may be cited as the *National Parks and Wildlife (Ngarkat Conservation Park—Mining Rights) Proclamation 2017.* 

#### 2—Commencement

This proclamation comes into operation on the day on which it is made.

#### 3—Interpretation

In this proclamation—

**Environment Minister** means the Minister for the time being administering the *National Parks and Wildlife Act 1972*;

*Mining Minister* means the Minister for the time being administering the *Mining Act 1971* or the Minister for the time being administering the *Petroleum and Geothermal Energy Act 2000*, as the case requires.

#### 4—Existing rights to continue

Subject to clause 6, existing rights of entry, prospecting, exploration or mining under the *Mining Act 1971* or the *Petroleum and Geothermal Energy Act 2000* may continue to be exercised in respect of the land described in Schedule 1.

#### 5—New rights may be acquired

Rights of entry, prospecting, exploration or mining may, with the approval of the Mining Minister and the Environment Minister, be acquired pursuant to the *Mining Act 1971* or the *Petroleum and Geothermal Energy Act 2000* in respect of the land described in Schedule 1 and may, subject to clause 6, be exercised in respect of that land.

#### 6—Conditions for exercise of rights

A person in whom rights of entry, prospecting, exploration or mining are vested pursuant to the *Mining Act 1971* or the *Petroleum and Geothermal Energy Act 2000* (whether those rights were acquired before or after the making of this proclamation) must not exercise those rights in respect of the land described in Schedule 1 unless the person complies with the following conditions:

- (a) if work to be carried out in relation to the land in the exercise of those rights is a regulated activity within the meaning of the *Petroleum and Geothermal Energy Act 2000*, the person must ensure that—
  - (i) the work is not carried out until a statement of environmental objectives in relation to the activity that has been approved under that Act has also been approved by the Environment Minister; and
  - (ii) the work is carried out in accordance with the statement as so approved;
- (b) if work to be carried out in relation to the land in the exercise of rights under the *Mining Act 1971* or the *Petroleum and Geothermal Energy Act 2000* has not previously been authorised (whether by inclusion in an approved statement of environmental objectives referred to in paragraph (a) or otherwise), the person must give at least 3 months notice of the proposed work to the Mining Minister and the Environment Minister and supply each Minister with such information relating to the proposed work as the Minister may require;
- (c) if directions are agreed between the Mining Minister and the Environment Minister and given to the person in writing in relation to—
  - (i) carrying out work in relation to the land in a manner that minimises damage to the land (including the land's vegetation and wildlife) and the environment generally; or
  - (ii) preserving objects, structures or sites of historical, scientific or cultural interest; or
  - (iii) rehabilitating the land (including the land's vegetation and wildlife) on completion of the work; or
  - (iv) (where the work is being carried out in the exercise of rights acquired after the making of this proclamation) prohibiting or restricting access to any specified area of the land that the Ministers believe would suffer significant detriment as a result of carrying out the work,

(being directions that do not reduce or otherwise detract from any requirement in respect of any of those matters contained in an approved statement of environmental objectives referred to in paragraph (a)), the person must comply with those directions in carrying out the work;

- (d) if a plan of management is in operation under section 38 of the *National Parks and Wildlife Act 1972* in respect of the land, the person must have regard to the provisions of the plan of management;
- (e) in addition to complying with the other requirements of this proclamation, the person—
  - (i) must take such steps as are reasonably necessary to ensure that objects, structures and sites of historical, scientific or cultural interest and the land's vegetation and wildlife are not unduly affected by any work; and
  - (ii) must maintain all work areas in a clean and tidy condition; and

- (iii) must, on the completion of any work, obliterate or remove all installations and structures (other than installations and structures designated by the Mining Minister and the Environment Minister as suitable for retention) used exclusively for the purposes of that work;
- (f) if no direction has been given by the Mining Minister and the Environment Minister under paragraph (c)(iii), the person must (in addition to complying with any approved statement of environmental objectives referred to in paragraph (a)) rehabilitate the land (including its vegetation and wildlife) on completion of any work to the satisfaction of the Environment Minister.

#### 7—Governor may give approvals, directions

If—

- (a) the Mining Minister and the Environment Minister cannot agree as to whether—
  - (i) approval should be granted or refused under clause 5; or
  - (ii) a direction should be given under clause 6(c); or
- (b) the Environment Minister does not approve a statement of environmental objectives under clause 6(a),

the Governor may, with the advice and consent of the Executive Council—

- (c) grant or refuse the necessary approval under clause 5; or
- (d) give a direction in writing under clause 6(c); or
- (e) grant or refuse the necessary approval under clause 6(a).

### Schedule 1—Description of land

Sections 2, 3, 31, 34 and 35, Hundred of Day, County of Chandos;

Allotment 13 in Deposited Plan 47895, Hundred of Day, County of Chandos.

#### Made by the Governor

with the advice and consent of the Executive Council on 21 March 2017

## **Motor Vehicles (Lane Filtering) Variation Regulations 2017**

under the Motor Vehicles Act 1959

#### **Contents**

#### Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### Part 2—Variation of Motor Vehicles Regulations 2010

4 Variation of Schedule 4—Demerit points

### Part 1—Preliminary

#### 1—Short title

These regulations may be cited as the *Motor Vehicles (Lane Filtering) Variation Regulations 2017.* 

#### 2—Commencement

These regulations will come into operation on 15 April 2017.

#### 3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

### Part 2—Variation of Motor Vehicles Regulations 2010

#### 4—Variation of Schedule 4—Demerit points

Schedule 4, clause 6—after the item relating to regulation 11A(1) insert:

11C(2) Rider of motor bike engaging in unlawful lane filtering

3

#### Note-

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

#### Made by the Governor

with the advice and consent of the Executive Council on 21 March 2017

No 20 of 2017

MRS17/01CS

## Road Traffic (Miscellaneous) (Lane Filtering) Variation Regulations 2017

under the Road Traffic Act 1961

#### **Contents**

#### Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

#### Part 2—Variation of Road Traffic (Miscellaneous) Regulations 2014

4 Variation of Schedule 4—Expiation of offences

### Part 1—Preliminary

#### 1—Short title

These regulations may be cited as the *Road Traffic (Miscellaneous) (Lane Filtering) Variation Regulations 2017.* 

#### 2—Commencement

These regulations will come into operation on 15 April 2017.

#### 3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

### Part 2—Variation of Road Traffic (Miscellaneous) Regulations 2014

#### 4—Variation of Schedule 4—Expiation of offences

Schedule 4, Part 5—after the item relating to regulation 11A(1) insert:

11C(2) Rider of motor bike engaging in unlawful lane filtering

\$363

#### Note-

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

#### Made by the Governor

with the advice and consent of the Executive Council on 21 March 2017

No 21 of 2017

MRS17/01CS

## Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) (Lane Filtering) Variation Regulations 2017

under the Road Traffic Act 1961

#### **Contents**

#### Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 2014

4 Insertion of regulation 11C
11C Lane filtering by rider of motor bike

### Part 1—Preliminary

#### 1—Short title

These regulations may be cited as the *Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) (Lane Filtering) Variation Regulations 2017.* 

### 2—Commencement

These regulations will come into operation on 15 April 2017.

#### 3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

## Part 2—Variation of Road Traffic (Road Rules—Ancillary and Miscellaneous Provisions) Regulations 2014

#### 4—Insertion of regulation 11C

After regulation 11B insert:

#### 11C—Lane filtering by rider of motor bike

- (1) Despite anything in rule 46 (Giving a left change of direction signal), 48 (Giving a right change of direction signal), 141 (No overtaking etc to the left of a vehicle), 146 (Driving within a single marked lane or line of traffic) or 147 (Moving from one marked lane to another marked lane across a continuous line separating the lanes), those rules do not apply to the rider of a motor bike who is engaged in lane filtering (other than unlawful lane filtering) along a length of road.
- (2) The rider of a motor bike must not engage in unlawful lane filtering. Maximum penalty: \$2 500.
- (3) For the purposes of this regulation, the rider of a motor bike is engaged in *lane filtering* if the rider rides along a length of road between—
  - (a) 2 adjacent lines of traffic travelling in the same direction as the motor bike; or
  - (b) 2 vehicles (regardless of whether or not the rider remains within a single marked lane) and each vehicle is travelling—
    - (i) in the same direction as the motor bike; and
    - (ii) in separate, but adjacent, marked lanes (neither of which is a bicycle lane, tram lane or tramway).
- (4) For the purposes of this regulation, the rider of a motor bike is engaged in *unlawful lane filtering* if, while engaged in lane filtering along a length of road—
  - (a) the rider is the holder of a P1 licence or a learner's permit (or an interstate licence or learner's permit that has a condition requiring a plate displaying the letter "P" or the letter "L" to be affixed to the motor bike); or
  - (b) the motor bike is a moped and the rider is not the holder of a licence endorsed with the classification R-DATE or R (or an interstate licence that authorises the riding of a motor bike other than a moped); or
  - (c) the rider rides at a speed exceeding 30 kilometres per hour; or
  - (d) the rider rides at a speed that does not exceed that of the vehicles between which the rider is riding; or

- (e) the rider rides through a roundabout, school zone, children's crossing or pedestrian crossing; or
- (f) the rider rides in a manner that does not seek to avoid collisions (including between vehicles with insufficient clearance); or
- (g) it is not safe to engage in lane filtering.
- (5) In this regulation—

*interstate learner's permit* has the same meaning as in section 97A of the *Motor Vehicles Act 1959*;

*interstate licence, learner's permit, licence and P1 licence* have the same respective meanings as in the *Motor Vehicles Act 1959*;

**moped** has the same meaning as in the *Motor Vehicles Regulations 2010* but does not include a moped with 3 wheels;

*motor bike* does not include a motor bike with 3 wheels (whether the third wheel supports a sidecar or otherwise);

*school zone* means a school zone during the times that a lower speed limit applies to a rider than the speed limit that applies to the rider on a length of road immediately adjacent to the school zone.

#### Note-

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

#### Made by the Governor

with the advice and consent of the Executive Council on 21 March 2017

No 22 of 2017

MRS17/01CS

#### CITY OF MOUNT GAMBIER

#### ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Willow Avenue, Mount Gambier

NOTICE is hereby given pursuant to Section 10 of the said Act, that Council proposes to make a Road Process Order to close portion of Willow Avenue adjoining allotment 2 in DP56018 more particularly delineated 'A' and 'B' on Preliminary Plan No. 17/0015.

Closed road 'A' and 'B' are to be sold to the adjoining owner.

A copy of the plan and statement of persons affected are available for public inspection at Council's office at Civic Centre, 10 Watson Terrace, Mount Gambier and the office of the Surveyor-General, 101 Grenfell Street, Adelaide during normal office hours

Any application for easement or objections must set out the full name, address and details of the submission with fully supported reasons

Any submissions must be in writing within 28 days from the last notice to the Council, P.O. Box 56, Mount Gambier, S.A. 5290 and the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001, setting out full details.

Where a submission is made to the City of Mount Gambier, Council will give notification of a meeting at which the matter will be considered.

Dated 21 March 2017.

M. MCSHANE, Chief Executive Officer

#### CITY OF PORT ADELAIDE ENFIELD

Change of Name for a Road and Change of Name for a Portion of a Road

NOTICE is hereby given that the Council of the City of Port Adelaide Enfield, at its meeting held on 13 December 2016, resolved pursuant to Section 219 (1) of the Local Government Act 1999, that the name of a certain road located in the suburb of Lightsview be changed and the name of a portion of a certain road in Lightsview be changed as detailed below:

- The name of David Campbell Circuit be re-named to David Campbell Way.
- The name on the portion of road marked 'A' in Plan 2 be renamed Harper Circuit.

A plan that delineates the road and portion of road that are subject to change of street names together with a copy of the Council's resolution are both available for inspection at the Council's Principal Office, 163 St Vincent Street, Port Adelaide; Enfield Library Council Office, 1-9 Kensington Crescent, Enfield; and Greenacres Library Council Office, 2 Fosters Road, Greenacres, during their normal business hours.

M. WITHERS, Chief Executive Officer

#### BAROSSA COUNCIL

#### ROADS (OPENING AND CLOSING) ACT 1991

Proposed Road Closure—Adjacent to Seelanders Road, Penrice

NOTICE is hereby given, pursuant to Section 10 of the Roads (Opening and Closing) Act 1991, that the Barossa Council proposes to make a Road Process Order to close the whole of the public road adjoining Seelanders Road, Penrice more particularly delineated and lettered 'A' and 'B' on Preliminary Plan No. 17/0011.

The portion of the road to be closed marked 'A' is to be merged with adjoining land described as Allotment 131 in Filed Plan 174541, being portion of Certificate of Title Volume 5382, Folio 428. The portion of the road to be closed marked 'B' is to be merged with adjoining land described as Allotment 128 in Filed Plan 174540, being portion of Certificate of Title Volume 5382, Folio 429.

A copy of the plan and a statement of persons affected are available for public inspection at the offices of the Barossa Council, 43-51 Tanunda Road, Nuriootpa, S.A. 5355 and the Adelaide Office of the Surveyor-General during normal office hours

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the Barossa Council, 43-51 Tanunda Road, Nuriootpa, S.A. 5355, within 28 days of this notice and a copy must be forwarded to the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001. Where a submission is made, the Council will give notification of a meeting at which time the matter will be considered.

Dated 21 March 2017.

M. McCarthy, Chief Executive Officer

#### THE DISTRICT COUNCIL OF BARUNGA WEST

Review of Elector Representation

NOTICE is hereby given that the Council has undertaken a review to determine whether alterations are required in respect to elector representation, including ward boundaries and the composition of council

Council has prepared a report which details the review process, public consultation undertaken and a proposal council considers could be carried into effect. A copy of this report is available on the Council's website at <a href="www.barungawest.sa.gov.au">www.barungawest.sa.gov.au</a> and for inspection and/or purchase at the Council Office, 11 Bay Street, Port Broughton, S.A. 5522.

Written submissions are invited from interested persons from Wednesday, 22 March 2017 and should be directed to the Chief Executive Officer, P.O. Box 3, Port Broughton, S.A. 5522, or emailed to <a href="mailto:barunga@barungawest.sa.gov.au">barunga@barungawest.sa.gov.au</a> by close of business on Thursday, 13 April 2017.

Any person(s) making a written submission will be invited to appear before a meeting of Council or Council Committee to be heard in respect of their submission.

Information regarding the representation review can be obtained by contacting Lucy Gale, Personal Assistant to the CEO, on telephone (08) 8635 2107.

A. COLE, Chief Executive Officer

#### DISTRICT COUNCIL OF CEDUNA

Review of Elector Representation

NOTICE is hereby given that the Council has undertaken a review to determine whether alterations are required in respect to elector representation, including ward boundaries and the composition of Council.

As an outcome of this review Council proposes the following:

- The Principal Member of Council continues to be a Mayor, chosen by the Community at Council's General elections.
- (2) The existing 'no wards' structure be retained.
- (3) The future elected body of Council continue to comprise a total of eight area councillors.

#### Report

Council has prepared a Representation Review Report which details the review process, the public consultation undertaken and the proposal Council considers should be carried into effect.

A copy of this report is available on Council's website <a href="https://www.ceduna.sa.gov.au">www.ceduna.sa.gov.au</a> and for inspection and/or purchase at the Council Administration Office, O'Loughlin Terrace, Ceduna.

#### Written Submissions

Written submissions are invited from interested persons from Wednesday, 22 March 2017 and should be directed to the Manager Administration and Finance, P.O. Box 175, Ceduna, S.A. 5690 or emailed to <a href="mailto:council@ceduna.sa.gov.au">council@ceduna.sa.gov.au</a> by close of business on Wednesday, 12 April 2017.

Further information regarding the elector representation review can be obtained by contacting the Manager Administration and Finance on telephone (08) 8625 3407 or by emailing council@ceduna.sa.gov.au.

Any person(s) making a written submission will be given the opportunity to appear before a meeting of Council or Council Committee to be heard in support of their submission.

G. MOFFATT, Chief Executive Officer

#### CLARE & GILBERT VALLEYS COUNCIL

#### PUBLIC CONSULTATION

#### Review of Elector Representation

NOTICE is hereby given that the Council has undertaken a review to determine whether alterations are required in respect to elector representation, including Ward boundaries and the composition of Council.

As an outcome of this review Council proposes the following:

- (1) The principal member of Council continue to be a Mayor.
- (2) The Council area not be divided into Wards (i.e. the existing 'no ward' structure be retained).
- (3) The future elected body of Council comprise eight (8) area Councillors and a Mayor elected by the community.
- (4) That the name of the Council area not be changed.

#### Report

Council has prepared a Representation Review Report which details the review process, the public consultation undertaken and the proposal Council considers should be carried into effect. A copy of the report is available on the Council's website <a href="https://www.claregilbertvalleys.sa.gov.au">www.claregilbertvalleys.sa.gov.au</a>, or a copy can be inspected and/or purchased at the Council Office, 4 Gleeson Street, Clare; and/or the branch offices at 21 Torrens Road, Riverton and 19 Belvidere Road, Saddleworth.

#### Written Submissions

Written submissions are invited from interested persons from Wednesday, 1 March 2017, and should be directed to the Chief Executive Officer, 4 Gleeson Street, Clare, S.A. 5453 or emailed to <a href="mailto:admin@cgvc.sa.gov.au">admin@cgvc.sa.gov.au</a> by close of business on Tuesday, 11 April, 2017.

Further information regarding the Elector Representation Review can be obtained by contacting Leanne Kunoth, Manager Governance and Community, telephone 8842 6400 or email <a href="mailto:admin@cgvc.sa.gov.au">admin@cgvc.sa.gov.au</a>.

Any person(s) making a written submission will be given the opportunity to appear before a meeting of Council to be heard in support of their submission, this meeting will be held on Monday, 24 April 2017, commencing at 7 p.m., in the Council Chambers at 4 Gleeson Street, Clare.

R. BLIGHT, Chief Executive Officer

#### KANGAROO ISLAND COUNCIL

#### Review of Elector Representation

NOTICE is hereby given that the Kangaroo Island Council has completed a review of its elector representation arrangements, including its composition and ward structure, in accordance with the requirements of Section 12 (4) of the Local Government Act 1999 (the Act).

Pursuant to Section 12 (13) (a) of the Act, the Electoral Commissioner has certified that the review undertaken by Council satisfies the requirements of Section 12 of the Act. As such, the following structure will be put into effect as from the day of the first general election held after the publication of this notice.

- The Council area will not be divided into wards.
- The Elected Council will comprise the Mayor and nine Area Councillors who represent the Council area as a whole

A. BOARDMAN, Chief Executive Officer

#### KINGSTON DISTRICT COUNCIL

#### PUBLIC CONSULTATION

Review of Elector Representation

NOTICE is hereby given that the Kingston District Council has undertaken a review to determine whether a change of arrangements in respect to elector representation will result in the electors of the area being more adequately and fairly represented.

As an outcome of this review Council proposes the following:

#### Proposal

- (1) The principal member of Council continue to be a Mayor elected by the community.
- (2) The existing 'no wards' structure be retained.
- (3) The future elected body of Council continue to comprise seven area councillors.

#### Report

Council has prepared a report which details the review process, public consultation undertaken and the proposal Council now considers should be carried into effect. A copy of this report is available on Council's website <a href="https://www.kingstondc.sa.gov.au">www.kingstondc.sa.gov.au</a>, or a copy can be inspected and/or purchased at the Council offices, 29 Holland Street, Kingston SE.

#### Written Submissions

Written submissions are invited from interested persons from Thursday, 16 March 2017 and should be directed to the Chief Executive Officer, P.O. Box 321, Kingston SE, S.A. 5275, or emailed to <a href="mailto:info@kingstondc.sa.gov.au">info@kingstondc.sa.gov.au</a> by close of business on Friday, 14 April 2017.

Any person(s) making a written submission will be invited to appear before a meeting of Council or Council committee to be heard in support of their submission.

Information regarding the representation review can be obtained by contacting Heather Schinckel, Manager of Corporate and Community Services, on telephone (08) 8767 2033.

A. MACDONALD, Chief Executive Officer

#### PORT PIRIE REGIONAL COUNCIL

ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Gervase Road, Warnertown

NOTICE is hereby given, pursuant to Section 10 of the Roads (Opening and Closing) Act 1991, that the Port Pirie Regional Council hereby gives notice of its intent to implement a Road Process Order to close portion of Gervase Road and merge with the adjoining Allotment 4 in F156405 in Hundred of Napperby, shown delineated as 'A' on Preliminary Plan No. 17/0016.

A copy of the plan and a statement of persons affected are available for public inspection at the office of the Council at 115 Ellen Street, Port Pirie and the Adelaide Office of the Surveyor-General during normal office hours, or can be viewed on the Council's website <a href="https://www.pirie.sa.gov.au">www.pirie.sa.gov.au</a>.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the Council, P.O. Box 45, Port Pirie, S.A. 5540, within 28 days of this notice and a copy must be forwarded to the Surveyor-General, G.P.O. Box 1354, Adelaide, S.A. 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered. Dated 16 March 2017.

DR A. JOHNSON, Chief Executive Officer

IN the matter of the estates of the undermentioned deceased persons:

Gitsham, Margaret, late of 15 Dianne Street, Happy Valley, home duties, who died on 9 February 2017.

Killen, Patrick Joseph, late of 75-79 Hilltop Drive, Oakden, retired waterside worker, who died on 9 November 2016.

retired waterside worker, who died on 9 November 2016. Moser, William Alfred Harold, late of 437 Salisbury Highway, Parafield Gardens, retired public servant, who died on 22 September 2016.

Newman, Robert Leslie, late of 401 Portrush Road, Toorak Gardens, retired associate professor, who died on 27 December 2016.

Taylor, Jane, late of 175 Main South Road, Yankalilla, retired fashion buyer, who died on 10 July 2016.

Notice is hereby given pursuant to the Trustee Act 1936, the Inheritance (Family Provision) Act 1972 and the Family Relationships Act 1975, that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the office of Public Trustee at G.P.O. Box 1338, Adelaide, S.A. 5001, full particulars and proof of such claims, on or before 21 April 2017, otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver same to the Public Trustee.

Dated 21 March 2017.

D. A. CONTALA, Public Trustee

#### SALE OF PROPERTY

Amended Auction Date: Thursday, 23 March 2017, at 11.30 a.m.

Location: 36 Spains Road, Salisbury Downs

Amended Notice

NOTICE is hereby given that on the above date at the time and place stated, by virtue of the Warrant of Sale issued out of the Magistrates Court of South Australia, Action No. AMCCI 252 of 2016, directed to the Sheriff of South Australia in an action wherein Boral Construction Materials Group Limited is the Plaintiff and Andrea Daly is the Defendant, I, Mark Stokes, Sheriff of the State of South Australia, will by my auctioneers, Mark Griffin Real Estate, make sale of the estate, right, title or interest whatsoever it may be of the Defendant, Andrea Daly the registered proprietor of an estate in fee simple in the following:

That piece of land situated in the area named Salisbury Downs, being 33 Spains Road, Salisbury Downs, Hundred of Yatala, being the property comprised in Certificate of Title Register Book Volume 6142, Folio 861.

Further particulars from the auctioneers:

Griffin Real Estate 22 Greenhill Road Wayville, S.A. 5034 Telephone 0414 214 858

## **NOTICE SUBMISSION**

The weekly South Australian Government Gazette is issued on Tuesday afternoon, except where Executive Council meets on Wednesday, wherein publishing will occur on that day.

The next scheduled publication date is displayed on the website: <a href="www.governmentgazette.sa.gov.au">www.governmentgazette.sa.gov.au</a>.

#### Notices for gazettal, along with enquiries, can be directed to:

EMAIL governmentgazettesa@sa.gov.au

PHONE (08) 8207 1045

#### Notices for gazettal are to be emailed in the following formats:

- Notices as individual Word files (.doc)
- Maps, images, and diagrams as separate PDF files (.pdf)
- Content requiring official signature for authorisation—notices as Word files as well as signed documentation as PDF files

#### Please provide the following information in your email:

- Date the notice is to be gazetted
- Notification of whether a proof, quote, or return email confirmation is required
- Email address and phone number of the person authorising the submission
- Name of the person and organisation to be charged for the notice, if applicable, and a purchase order if required
- · Details that may impact on publication of the notice

Notices must be submitted before 4 p.m. Friday, the week preceding intended gazettal.

Proofs of formatted content are supplied upon request, with necessary alterations to be returned before 4 p.m. the day preceding publication.

Submitted notices will be gazetted unless notification is received before 10 a.m. the day of publication.