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## **PUBLIC LOTTERIES ACT 1996**

### **POWERBALL - APPROVAL OF AMENDMENT TO THE RULES**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to section 23 of the *Public Lotteries Act 1996* (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of Games of Powerball and Games of Promotional Powerball by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 3 February 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

## **RULE 1            DEFINITIONS**

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

- (3) a Syndicate Player's Syndicate Share in a Game of Powerball; and
- (4) where appropriate a Player's entry in a Game of Promotional Powerball;
- (xii) "Conduct" in relation to a Game of Powerball and a Game of Promotional Powerball has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for a Drawing of a Game of Powerball, determined by the Licensee from time to time;
- (xv) "Drawing" means:
  - (1) in relation to a Game of Powerball (but not including a Second Drawing) the selection of the Winning Numbers by lot using Drawing Devices;
  - (2) in relation to a Second Drawing the selection by lot of the Winning Numbers using Drawing Devices;
- (xvi) "Drawing Date" in relation to a Game of Powerball means the date on which the Winning Numbers are selected in respect of that Game of Powerball and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Powerball;
- (xvii) "Drawing Devices" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xix) "Entry" means the Numbers in a Game of Powerball which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Powerball and/or a Game of Promotional Powerball via a Computer Linked Terminal;
- (xxi) "Game of Powerball" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Powerball;
- (xxii) "Game of Promotional Powerball" means a public lottery Conducted for the purpose of promoting a Game of Powerball, and in respect of which:
  - (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Powerball; and
  - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxiii) "Game Panel" means:
  - (1) the two separate but related matrices on an Entry Coupon: the main matrix containing the Numbers from 1 to 35 in arithmetical sequence and the related Powerball matrix containing the Numbers from 1 to 20 in arithmetical sequence; or

- (2) a single game on a Ticket and the Entry to which it relates.
- (xxiv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) "Jackpot Drawing" means the next Drawing of a Game of Powerball (other than a Second Drawing), as approved by the Licensee following the Drawing of a Game of Powerball (other than a Second Drawing) where there is no winner in accordance with Rule 12(h) Division 1(i);
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxviii) "Minister" means the Minister for the time being administering the Act;
- (xxix) "Multiple Draws Entry" means an Entry that is valid for more than one Drawing;
- (xxx) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
  - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxi) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Powerball and entries into Games of Promotional Powerball;
- (xxxv) "Overseas Authority" means a person who is authorised to Conduct Games of Powerball and Games of Promotional Powerball in Participating Areas overseas;
- (xxxvi) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Powerball under a corresponding law;
- (xxxvii) "Player" means a person who:

- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
- (2) holds a valid Entry; and/or
- (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and

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

(xxxviii) "Powerball Number" in relation to a Game of Powerball means the first and only Number drawn from the second Drawing Device

(xxxix) "Prize" means any Prize determined in accordance with Rule 12;

(xl) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Powerball as specified in Rule 12(a);

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

(xlii) "Prize Pool" has the meaning in Rule 12(b);

(xliii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:

- (1) the amounts specified in Rule 12(c); and
- (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;

(xliv) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Powerball and Games of Promotional Powerball pursuant to Section 12 of the Act;

(xlv) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;

(xlvi) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;

(xlvii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;

(xlviii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;

(xlix) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;

(l) "Regulation" means a regulation made under the Act;

(li) "Reseller" means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Powerball and

instructions with respect to a Game of Promotional Powerball from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;

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

includes a person who has validly entered a Game of Promotional Powerball and who holds, bears and submits a ticket in the Game of Promotional Powerball to the Licensee, a Retailer for the purposes of receiving a Prize;
- (lxi) "Syndicate Share" means a share of a Syndicate Entry;
- (lxii) "Syndicate Share Fee" means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
- (lxiii) "System Entry" means an Entry referred to in Rule 9;
- (lxiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Powerball or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Powerball, and which:
  - (1) contains Entry or Syndicate Share details; and
  - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and

- (3) may include other particulars as determined by the Licensee;
  - (lxv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a Game of Powerball;
  - (lxvi) "Winning Numbers" in relation to a Game of Powerball (including a Second Drawing) means the seven numbers drawn from the first Drawing Device.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

- (a) These Rules are to be read subject to the Act, its Regulations the Operator Licence and the Product Licence and shall apply to every Game of Powerball and Game of Promotional Powerball.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Powerball shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game of Powerball.
- (d) Games of Powerball will be drawn on Thursday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee and supervised by a person or persons nominated by the Minister in accordance with drawing procedures agreed between the Licensee and the Minister's nominee(s).  
  
Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players and Syndicate Players.
- (f) Where a Malfunction in a Drawing Device occurs:
  - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
  - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction:
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using substitute Drawing Devices as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and the Powerball Number are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawing is conducted.
- (h) The Licensee may Conduct a Game of Promotional Powerball in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Powerball in

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

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

### **RULE 3 APPLICATION OF RULES**

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

### **RULE 4 OBJECT**

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

**RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF POWERBALL**

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Powerball, before the Close of Acceptance of Entries into that Game of Powerball;
  - (i) the Entry or Syndicate Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry or Syndicate Share details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

**RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

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

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

- (l) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

**RULE 7 COMMISSION AND ANCILLARY FEE**

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedules 1 and 2 of these Rules. By entering a Game of Powerball the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Powerball a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

**RULE 8 STANDARD ENTRY**

- (a) A Standard Entry is the selection of seven (7) Numbers in the main matrix of a Game Panel, and either:
- (i) one (1) Powerball Number in the Powerball matrix in a Game Panel; or
  - (ii) all twenty (20) Powerball Numbers in the Powerball matrix in a Game Panel;
- and may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, seven (7) Numbers shall have been marked in the main matrix in a Game Panel.
- (d) In the case of Rule 8(a)(i) the minimum number of Standard Entries that can be played is
- (i) four (4) Game Panels where entry is made via an Entry Coupon; or
  - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
  - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8 (d) (ii)
  - (iv) the Selling Fee for each Standard Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (e) In the case of Rule 8(a)(ii):
- (i) The minimum number of Standard Entries that can be played is one (1) Game Panel; and
  - (ii) the Selling Fee for each Standard Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (f) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.

**RULE 9 SYSTEM ENTRY**

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.

- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a System 8 to 20 Entry, 8 to 20 numbers shall be selected by marking the Numbers and the appropriate area for a System Entry in the main matrix of the Game Panel and:
  - (i) one (1) Number shall be selected by marking that Number in the Powerball matrix in a Game Panel; or
  - (ii) all twenty (20) Numbers shall be selected in the Powerball matrix by marking the appropriate area in a Game Panel.
- (d) Where an Entry Coupon is used in respect of a System 5 or 6 Entry, 5 or 6 numbers shall be selected by marking the Numbers and the appropriate area for a System Entry in the main matrix of the Game Panel and:
  - (i) one (1) Number shall be selected by marking that Number in the Powerball matrix in a Game Panel; or
  - (ii) all twenty (20) Numbers shall be selected in the Powerball matrix by marking the appropriate area in a Game Panel.
- (e) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each System Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

**RULE 10 SYNDICATE ENTRY**

- (a) A Syndicate Entry may be formed by:
  - (i) the Licensee;
  - (ii) a Retailer; or
  - (iii) a group of two (2) or more Retailers;
 and each will be known as "Syndicate Organisers".
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
  - (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry; or
  - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
    - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
    - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
    - (3) in accordance with Rule 10(b)(iii)(2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;
  - (iii) for a Syndicate Entry formed by the Licensee:

- (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
- (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player
- (iv) if a Syndicate Share is issued under Rule 10(b)(i), 10(b)(ii)(1), 10(b)(ii)(2), or 10(b)(ii)(3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.
- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
  - (i) is not eligible to be entered into a Game of Powerball and
  - (ii) shall not be included in a Drawing; and
  - (iii) no person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

**RULE 11 SUBMISSION OF AN ENTRY**

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

available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

*The Chief Executive Officer  
New South Wales Lotteries;*

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (g) All marks appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the Drawing relating to that Entry or Syndicate Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(e), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Powerball
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Powerball;
- (ii) Without limiting Rule 11(k)(i), the form of entry in a Game of Promotional Powerball may be any of the following (or combination of the following):
- (1) part of a Ticket
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Powerball is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Powerball:
- (1) constitutes the Player's or Syndicate Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and

- (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Powerball.

## **RULE 12 PRIZES**

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

### Division 1 -

- (i) A Prize of an amount equal to 40.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains all the Winning Numbers plus the Powerball Number. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which contains all the Winning Numbers plus the Powerball Number in the Jackpot Drawing; provided that no such additional jackpotting shall be effected for more than twenty five (25) consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty five (25) consecutive games of that type and there is no such Prize is payable in respect of any Entry or Syndicate Entry in the next (or 26th) consecutive game of that type, then the total Prize money of such additions or jackpot, when added to the

Division 1 Prize payable in respect of such 26th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries.

Division 2 -

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

Division 3 -

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

Division 4 -

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

Division 5 -

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

Division 6 -

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

Division 7 -

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

Division 8 -

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

Division 9 -

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

(i) Second Drawing

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

- (i) the Second Drawing shall be Conducted following the Drawing of the Game of Powerball;

- (ii) an Entry or Syndicate Entry made in respect of a Game of Powerball shall be automatically entered into the Second Drawing in respect of a Game of Powerball and such entry shall not require the payment of any further Subscription;
  - (ii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
  - (v) the Second Drawing shall not constitute a separate Game of Powerball but shall be part of the normal weekly Game of Powerball.
- (j) A Game of Powerball may include:
- (i) an additional Prize or Prizes; and/or
  - (ii) Prizes paid on special occasions; and/or
  - (iii) Prizes paid pursuant to Rule 12(i).
- Any such Prize or Prizes may be paid in monetary terms or in kind.
- (k) Prizes in a Game of Promotional Powerball
- (i) The Prizes payable in a Game of Promotional Powerball may consist of one or more of the following:
    - (1) money;
    - (2) holidays;
    - (3) travel;
    - (4) accommodation;
    - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
    - (6) Entries in a Game of Powerball or another lottery Conducted by the Licensee; and
    - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
  - (ii) A Prize in a Game of Promotional Powerball must not consist of or include tobacco.
  - (iii) A Prize in a Game of Promotional Powerball must not consist of or include liquor within the meaning of the Liquor Act 2007.
- (l) Determination of Prizes in a Game of Promotional Powerball
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Powerball.
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Powerball Conducted by it.

- (ii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Powerball, including (but not limited to) the following:
  - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
  - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
  - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
  - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
  - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
- (iv) The Prizes in a Game of Promotional Powerball are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Powerball.

#### **RULE 13 ANNOUNCEMENT OF PRIZES**

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

#### **RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Game of Powerball:
  - (i) other than as provided for Registered Players and Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of any Division 1 Prize) must

be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) and any other evidence that the Chief Executive Officer may from time to time require;

- (ii) the date of lodgement of a Prize claim in accordance with Rule 14(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Division 1 Prize) will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof.
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim a Provisional Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period, and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players:
  - (i) a Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize in which case it will be paid in accordance with Rules 14(b)-(d);
  - (ii) a Prize not claimed or paid in accordance with Rule 14(e)(i) may be paid by the Licensee either:
    - (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or nominated bank account; or
    - (2) if agreed by the Licensee, by Cheque once the accumulated and consolidated value of Prizes payable to a Registered Player reaches a threshold amount determined by the Chief Executive Officer.

Prizes paid in accordance with this Rule 14(e) will be paid not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer.

- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, following the Drawing Date.
- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d) and 14(e) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Multiple Draws Exchange Ticket for any subsequent valid Drawings. For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket.
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14(f) will be paid by the Licensee either by cheque (if agreed by the Licensee and only once the accumulated and consolidated value of Prizes payable reaches a threshold amount

determined by the Chief Executive Officer), or by remittance of funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.

- (i) A:
  - (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize, (or in the case of a Syndicate Entry a share in a Division 1 Prize) pursuant to Rule 14(b) and who has not been notified within five (5) days in accordance with Rule 14(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
  - (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share in a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

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

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.

- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.

- (l) A:
  - (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
  - (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14(e);

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

- (m) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i) and 14(k) are:
  - (i) the name and address of the Player or Syndicate Player;
  - (ii) the Ticket Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
  - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and

- (vi) such further evidence or information as the Licensee requires.
- (n) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or Share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or share of a Prize amount as determined by the Chief Executive Officer.
- (o) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or of a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet some or all of the elements (1), (2) or (3) contained in Rule 1(a)(xxxvii) or elements (1) or (2) contained in Rule 1(a)(lx) or may fail to meet one or more of the provisions contained in these Rules governing Prize entitlement.
- (p) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (q) Subject to Rule 14(i) at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (r) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (s) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (t) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (u) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (v) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player;

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (w) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (x) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied.

Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:

- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
- (ii) a Prize is not payable to the Player or Syndicate Player;

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

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

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

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

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

## **RULE 15 DISQUALIFICATIONS**

- (a) Notwithstanding that:

- (i) acceptance of Entries or Syndicate Shares in a Game of Powerball has closed;

- (ii) a Ticket may have issued; or
- (iii) a Drawing has occurred in respect of a Ticket;

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

- (b) The reasons for disqualification may include but are not limited to:
  - (i) tender of insufficient Selling Fee or, in the case of a Syndicate Share, insufficient Syndicate Share Fee, a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player or Syndicate Player has defaulted in payment of any previous Selling Fee or Syndicate Share Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Selling Fee paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a matter determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Share.
- (d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:
  - (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;
  - (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4, Division 5, Division 6, Division 7, Division 8 and Division 9 as the case may be.

## **RULE 16            LIMITATION OF LIABILITY**

- (a) By entering a Game of Powerball or a Game of Promotional Powerball a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any Ticket having been issued in respect of an Entry in a Game of Powerball which is disqualified in accordance with Rule 15 shall automatically be void and cancelled.

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

- (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Powerball or Game of Promotional Powerball; and
  - (ii) without prejudice to the generality of Rule 16(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Powerball or entry in any particular Game of Promotional Powerball received by way of Entry Coupon or Automatic Entry .
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Powerball or Game of Promotional Powerball due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry instructions culminating in the issue of a Ticket or a ticket in a Game of Promotional Powerball, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16(h), in the acceptance of Commission by a Retailer, on behalf of the Licensee, the Retailer in respect of an Entry shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by a Retailer of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or

contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16(a) to 16(j) inclusive as those protected by said Rules.

**RULE 17            EFFECTIVE DATE**

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

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

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

SCHEDULE 1

**SELLING FEES PAYABLE FOR THE GAME OF POWERBALL THAT APPLY TO RETAILERS  
(OTHER THAN RESELLERS)**

**One Powerball Number Selected**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$1.20</b>	\$1.10	\$0.10
2 Games	2	<b>\$2.45</b>	\$2.20	\$0.25
3 Games	3	<b>\$3.65</b>	\$3.30	\$0.35
4 Games	4	<b>\$4.85</b>	\$4.40	\$0.45
5 Games	5	<b>\$6.05</b>	\$5.50	\$0.55
6 Games	6	<b>\$7.30</b>	\$6.60	\$0.70
7 Games	7	<b>\$8.50</b>	\$7.70	\$0.80
8 Games	8	<b>\$9.70</b>	\$8.80	\$0.90
9 Games	9	<b>\$10.90</b>	\$9.90	\$1.00
10 Games	10	<b>\$12.15</b>	\$11.00	\$1.15
11 Games	11	<b>\$13.35</b>	\$12.10	\$1.25
12 Games	12	<b>\$14.60</b>	\$13.20	\$1.40
13 Games	13	<b>\$15.75</b>	\$14.30	\$1.45
14 Games	14	<b>\$17.00</b>	\$15.40	\$1.60
15 Games	15	<b>\$18.20</b>	\$16.50	\$1.70
16 Games	16	<b>\$19.40</b>	\$17.60	\$1.80
17 Games	17	<b>\$20.65</b>	\$18.70	\$1.95
18 Games	18	<b>\$21.80</b>	\$19.80	\$2.00
19 Games	19	<b>\$23.05</b>	\$20.90	\$2.15
20 Games	20	<b>\$24.30</b>	\$22.00	\$2.30
21 Games	21	<b>\$25.50</b>	\$23.10	\$2.40
22 Games	22	<b>\$26.70</b>	\$24.20	\$2.50
23 Games	23	<b>\$27.90</b>	\$25.30	\$2.60
24 Games	24	<b>\$29.10</b>	\$26.40	\$2.70
25 Games	25	<b>\$30.30</b>	\$27.50	\$2.80
26 Games	26	<b>\$31.55</b>	\$28.60	\$2.95
27 Games	27	<b>\$32.75</b>	\$29.70	\$3.05
28 Games	28	<b>\$33.95</b>	\$30.80	\$3.15
29 Games	29	<b>\$35.20</b>	\$31.90	\$3.30
30 Games	30	<b>\$36.40</b>	\$33.00	\$3.40
31 Games	31	<b>\$37.60</b>	\$34.10	\$3.50
32 Games	32	<b>\$38.85</b>	\$35.20	\$3.65
33 Games	33	<b>\$40.05</b>	\$36.30	\$3.75
34 Games	34	<b>\$41.25</b>	\$37.40	\$3.85

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
35 Games	35	<b>\$42.45</b>	\$38.50	\$3.95
36 Games	36	<b>\$43.70</b>	\$39.60	\$4.10
37 Games	37	<b>\$44.90</b>	\$40.70	\$4.20
38 Games	38	<b>\$46.10</b>	\$41.80	\$4.30
39 Games	39	<b>\$47.30</b>	\$42.90	\$4.40
40 Games	40	<b>\$48.55</b>	\$44.00	\$4.55
41 Games	41	<b>\$49.75</b>	\$45.10	\$4.65
42 Games	42	<b>\$50.95</b>	\$46.20	\$4.75
43 Games	43	<b>\$52.15</b>	\$47.30	\$4.85
44 Games	44	<b>\$53.40</b>	\$48.40	\$5.00
45 Games	45	<b>\$54.60</b>	\$49.50	\$5.10
46 Games	46	<b>\$55.80</b>	\$50.60	\$5.20
47 Games	47	<b>\$57.05</b>	\$51.70	\$5.35
48 Games	48	<b>\$58.25</b>	\$52.80	\$5.45
49 Games	49	<b>\$59.45</b>	\$53.90	\$5.55
50 Games	50	<b>\$60.60</b>	\$55.00	\$5.60
System 5	435	<b>\$527.80</b>	\$478.50	\$49.30
System 6	29	<b>\$35.20</b>	\$31.90	\$3.30
System 8	8	<b>\$9.70</b>	\$8.80	\$0.90
System 9	36	<b>\$43.70</b>	\$39.60	\$4.10
System 10	120	<b>\$145.60</b>	\$132.00	\$13.60
System 11	330	<b>\$400.40</b>	\$363.00	\$37.40
System 12	792	<b>\$960.95</b>	\$871.20	\$89.75
System 13	1,716	<b>\$2,082.00</b>	\$1,887.60	\$194.40
System 14	3,432	<b>\$4,164.05</b>	\$3,775.20	\$388.85
System 15	6,435	<b>\$7,807.60</b>	\$7,078.50	\$729.10
System 16	11,440	<b>\$13,880.15</b>	\$12,584.00	\$1,296.15
System 17	19,448	<b>\$23,596.25</b>	\$21,392.80	\$2,203.45
System 18	31,824	<b>\$38,612.05</b>	\$35,006.40	\$3,605.65
System 19	50,388	<b>\$61,135.75</b>	\$55,426.80	\$5,708.95
System 20	77,520	<b>\$94,055.00</b>	\$85,272.00	\$8,783.00

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**Twenty Powerball Numbers Selected**

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<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	20	<b>\$24.30</b>	\$22.00	\$2.30
System 5	8,700	<b>\$10,555.70</b>	\$9,570.00	\$985.70
System 6	580	<b>\$703.70</b>	\$638.00	\$65.70
System 8	160	<b>\$194.15</b>	\$176.00	\$18.15
System 9	720	<b>\$873.60</b>	\$792.00	\$81.60
System 10	2,400	<b>\$2,911.90</b>	\$2,640.00	\$271.90
System 11	6,600	<b>\$8,007.80</b>	\$7,260.00	\$747.80
System 12	15,840	<b>\$19,218.65</b>	\$17,424.00	\$1,794.65
System 13	34,320	<b>\$41,640.45</b>	\$37,752.00	\$3,888.45
System 14	68,640	<b>\$83,280.90</b>	\$75,504.00	\$7,776.90
System 15	128,700	<b>\$156,151.70</b>	\$141,570.00	\$14,581.70

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

**SCHEDULE 2**

**SELLING FEES PAYABLE FOR THE GAME OF POWERBALL THAT APPLY TO  
RESELLERS**

**One Powerball Number Selected**

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

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

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**Twenty Powerball Numbers Selected**

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

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 2, which may be subject to an Ancillary Fee, multiplied by the number of draws that the Entry is entered into.

## **PUBLIC LOTTERIES ACT 1996**

### **LOTTO - APPROVAL OF AMENDMENT TO THE RULES**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to section 23 of the *Public Lotteries Act 1996* (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of Games of Lotto and Promotional Lotto by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 3 February 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

## **RULE 1            DEFINITIONS**

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

- (4) where appropriate a Player's entry in a Game of Promotional Lotto
- (xii) "Conduct" in relation to a Game of Lotto and a Game of Promotional Lotto has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for Monday Lotto, Wednesday Lotto and Saturday Lotto that may be determined by the Licensee from time to time;
- (xv) "Drawing" means:
- (1) in relation to a Game of Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xvi) "Drawing Date" in relation to a Game of Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game of Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto;
- (xvii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xix) "Entry" means the Numbers in a Game of Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Lotto and/or a Game of Promotional Lotto via a Computer Linked Terminal;
- (xxi) "Game of Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Lotto;
- (xxii) "Game of Promotional Lotto" means a public lottery Conducted for the purpose of promoting a Game of Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Lotto; and
  - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xxiii) "Game Panel" means:
- (1) a separate matrix on an Entry Coupon containing the Numbers from 1 to 45 in arithmetical sequence; or

- (2) a single game on a Ticket and the Entry to which it relates.
- (xxiv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) "Jackpot Drawing" means the next Drawing of Saturday Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of Saturday Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12(i) Division 1 (i) and (ii);
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxviii) "Minister" means the Minister for the time being administering the Act;
- (xxix) "Monday Lotto" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxx) "Multiple Draws Entry" means an Entry that is valid for more than one Drawing;
- (xxxi) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
  - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxii) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxiii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiv) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional Lotto;
- (xxxvi) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto and Games of Promotional Lotto in Participating Areas overseas;

- (xxxvii) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto under a corresponding law;
- (xxxviii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xxxix) "Prize" means any Prize determined in accordance with Rule 12;
- (xl) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto as specified in Rule 12(a);
- (xli) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Prize Fund Account;
- (xlii) "Prize Pool" has the meaning in Rule 12(b);
- (xliii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 12(c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xliv) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Lotto and Games of Promotional Lotto pursuant to Section 12 of the Act;
- (xlv) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xlvi) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlviii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlix) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (l) "Regulation" means a regulation made under the Act;

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

includes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
- (lxiii) "Syndicate Share" means a share of a Syndicate Entry;
- (lxiv) "Syndicate Share Fee" means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
- (lxv) "System Entry" means the Entry referred to in Rule 9;

- (lxvi) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Lotto, and which:
- (1) contains Entry or Syndicate Share details; and
  - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
  - (3) may include other particulars as determined by the Licensee;
- (lxvii) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a particular Game of Lotto;
- (lxviii) "Wednesday Lotto" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
- (lxix) "Winning Numbers" in relation to a Game of Lotto (including a Second Drawing) means the first six numbers drawn for each Drawing of a Game of Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

## **RULE 2 CONDUCT AND DRAWING OF GAMES OF LOTTO AND GAMES OF PROMOTIONAL LOTTO**

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Lotto and Game of Promotional Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Lotto shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game of Lotto.
- (d) Games of Lotto will be drawn on Monday, Wednesday and Saturday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s).
- Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players and Syndicate Players.
- (f) Where a Malfunction in a Drawing Device occurs:
- (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or Supplementary Number/s;
  - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction:

- (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
  - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto in conjunction with another Game of Lotto or separately from a Game of Lotto or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Lotto shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Lotto.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Lotto some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (l) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Lotto.
- (m) A ticket in a Game of Promotional Lotto may include one or more Prizes to be won on the same ticket.
- (n) A Game of Promotional Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

### **RULE 3 APPLICATION OF RULES**

- (a) All instructions and conditions printed on the Entry Coupon and Ticket and these Rules shall apply to each Game of Lotto and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Coupon, Ticket or promotional materials, these Rules shall prevail to the extent of any inconsistency.
- (c) These Rules shall apply to each Game of Promotional Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Lotto or a Game of Promotional Lotto, Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.

- (e) The Rules that are in force at the time of purchase of a Ticket in a Game of Lotto or a Game of Promotional Lotto are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) The Chief Executive Officer may appoint a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (h) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3.
- (i) These Rules will be displayed and made available for inspection at each Outlet.

**RULE 4 OBJECT**

The Object of the Game of Lotto is to select six (6) Winning Numbers in a Game Panel.

**RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO**

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Lotto, before the Close of Acceptance of Entries into that Game of Lotto;
  - (i) the Entry or Syndicate Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry or Syndicate Share details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

**RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

- (a) An Entry Coupon may be used by a Player to enter a Game of Lotto by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) or Syndicate Share made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6(e) below, acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall

have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.

- (d) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 15 the following apply –
  - (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
  - (ii) A Retailer who has sold an Entry or Syndicate Share into a Game of Lotto may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
  - (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.
- (f) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee, or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee of the error in the cancellation of a Ticket.
- (h) Where an Entry or Syndicate Share in a Game of Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
  - (i) no Selling Fee or Syndicate Share Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Lotto; and
  - (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Lotto; thenthe Retailer shall be liable for and shall meet the cost of the Selling Fee or Syndicate Share Fee, as the case may be, in respect of the Entry or Syndicate Share and in such case, for the purposes of these Rules, such Retailer shall:
  - (iii) be considered a Player or Syndicate Player as the case may be; and
  - (iv) be the holder of the Entry or Syndicate Share, as the case may be; and

- (v) owe the Licensee the amount of the unpaid Selling Fee or Syndicate Share Fee as a debt due and owing to the Licensee.
- (i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (j) A Reseller has no authority to verify the accuracy or completion by a Player or a Syndicate Player of any part of an Entry Coupon or any other approved Entry or Syndicate Share whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Lotto by a Player or Syndicate Player with a Reseller does not exempt the Player or Syndicate Player from being bound by these Rules and a Player or Syndicate Player using a Reseller to submit an Entry Coupon or any other approved Entry or Syndicate Share shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon, or any other approved Entry or Syndicate Share, the issue of any Ticket and the payment of any Prize.
- (k) Neither the Licensee nor a Retailer shall be liable to a Player or Syndicate Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player or Syndicate Player. It shall be the sole responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.
- (l) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

**RULE 7 COMMISSION AND ANCILLARY FEE**

- (a) The Licensee is Approved to charge a Player Commission as specified in these Rules in Schedules 1 and 2 in respect of Monday Lotto or Wednesday Lotto and Schedules 3 and 4 in respect of Saturday Lotto. By entering a Game of Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

**RULE 8 STANDARD ENTRY**

- (a) A Standard Entry is the selection of six (6) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
  - (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
  - (c) Where an Entry Coupon is used in respect of a Standard Entry, six (6) Numbers shall have been marked in the Game Panel completed on the Entry Coupon.
  - (d) The minimum number of Standard Entries that can be played is:
    - (i) four (4) Game Panels where entry is made via an Entry Coupon; or
    - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
    - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8(d)(ii).
  - (e) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject
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to the capability of the Computer Linked Terminal and/or the central processing computer equipment.

- (f) The Selling Fee payable for each Standard Entry for:
  - (i) Monday Lotto or Wednesday Lotto is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers; and
  - (ii) Saturday Lotto is set out in Schedule 3 for Retailers (other than Resellers) and Schedule 4 for Resellers.

## **RULE 9            SYSTEM ENTRY**

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry;
- (c) Where an Entry Coupon is used in respect of a System Entry:
  - (i) For a System 7 to 20 Entry, 7 to 20 numbers shall be selected in a Game Panel; and
  - (ii) For a System 4 or 5 Entry, 4 or 5 numbers shall be selected in a Game Panel.
- (d) Where an Entry Coupon is used to effect a System Entry the appropriate System area on the Entry Coupon shall be marked.
- (e) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each System Entry for:
  - (i) Monday Lotto or Wednesday Lotto is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers; and
  - (ii) Saturday Lotto is set out in Schedule 3 for Retailers (other than Resellers) and Schedule 4 for Resellers.

## **RULE 10           SYNDICATE ENTRY**

- (a) A Syndicate Entry may be formed by:
  - (i) the Licensee;
  - (ii) a Retailer;
  - (iii) a group of two (2) or more Retailersand each will be known as "Syndicate Organisers".
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
  - (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry;
  - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
    - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
    - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
    - (3) in accordance with Rule 10(b)(iii)(2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share;

- (iii) for a Syndicate Entry formed by the Licensee:
  - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
  - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player
- (iv) if a Syndicate Share is issued under Rule 10(b)(i), 10(b)(ii)(1), 10(b)(ii)(2), or 10(b)(ii)(3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.
- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
  - (i) is not eligible to be entered into a Game of Lotto; and
  - (ii) shall not be included in a Drawing; and

no person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

**RULE 11 SUBMISSION OF AN ENTRY**

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Lotto or a Game of Promotional Lotto.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share;
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
  - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to

become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

*The Chief Executive Officer  
New South Wales Lotteries;*

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the first Monday Lotto or Wednesday Lotto or Saturday Lotto Drawing relating to that Entry or Syndicate Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(e) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Lotto:
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto;
- (ii) Without limiting Rule 11(k)(i), the form of entry in a Game of Promotional Lotto may be any of the following (or combination of the following):
- (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto:

- (1) constitutes the Player's or Syndicate Player's official receipt;
- (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
- (3) is to be the only document issued by the Licensee or its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

**RULE 12 PRIZES**

- (a) The Prize Allocation in a Game of Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto shall be funded from the Prize Allocation and shall be:
  - (i) not less than thirty three percent (33%) of Subscriptions for Monday Lotto and Wednesday Lotto; and
  - (ii) not less than fifty five percent (55%) of Subscriptions for Saturday Lotto.
- (c) The Prize Reserve Fund in respect of a Game of Lotto shall be funded from the Prize Allocation and shall retain not more than:
  - (i) twenty seven percent (27%) of Subscriptions for Monday Lotto and Wednesday Lotto; and
  - (ii) five percent (5%) of Subscriptions for Saturday Lotto.
- (d) The Prize Reserve Fund in respect of a Game of Lotto shall be used to:
  - (i) fund any difference between a Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12(h) and Rule 12(i);
  - (ii) fund any prize payable pursuant to Rule 12(j), Rule 12(l) and Rule 12(m).
- (e) Prizes for each Game of Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(h) Rule 12(i).
- (f) Except as provided for in Rule 12(h) Division 1 for Monday Lotto and Wednesday Lotto, any Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (g) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.
- (h) Subject to Rule 12(g), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.
- (i) Monday Lotto and Wednesday Lotto

In respect of Monday Lotto and Wednesday Lotto, unless otherwise Approved, the Prize Pool and the Prize Reserve Fund will be distributed in the following indicative amounts or percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool

distribution for other than Division 1 shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund. Where there is no winner in divisions 2, 3, 4, 5 or 6, the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

Division 1 -

- (i) A Prize of an amount equal to 0.0% of the Prize Pool plus the amount set out below shall be payable in respect of any Entry or Syndicate Entry which contains all six (6) Winning Numbers. Such amount shall be paid from monies held in the Prize Reserve Fund as follows:
  - (1) If there are no more than four (4) Division 1 winners, \$1,000,000.00 to each Division 1 winner; or
  - (2) If there are more than four (4) Division 1 winners, \$4,000,000.00 to be divided equally among those Division 1 winners; or
  - (3) Any other amount determined by the Licensee from time to time as a Division 1 Prize Guarantee.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, the amount of such Prizes shall be retained in the Prize Reserve Fund to be used in accordance with Rule 12(d).

Division 2 -

A Prize of an amount equal to 4.5% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 7.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 -

A Prize of an amount equal to 19.5% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers.

Division 5 -

A Prize of an amount equal to 27.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 6 -

A Prize of an amount equal to 42.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains one (1) or two (2) but not more than two (2) of the six (6) Winning Numbers together with two (2) Supplementary Numbers.

(j) Saturday Lotto

In respect of Saturday Lotto, unless otherwise Approved, the Prize Pool will be distributed in the indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Rule 12 (i) Division 1 (ii) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below:

Division 1 -

- (i) A Prize of an amount equal to 28.0% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains all six (6) of the Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee.
- (ii) Jackpot of Division 1 Prize Pool:
  - (1) If there is no Prize winner in Division 1, an amount equal to the Division 1 Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of a Division 1 Prize winner for a Jackpot Drawing;
  - (2) Subject to Rule 12(i) Division 1 (ii)(3), in the event that there are no winners of the Jackpot Drawing referred to in Rule 12(i) Division 1 (ii)(1), the amount held in the Prize Fund applicable to that Jackpot Drawing shall form part of the Division 1 Prize Pool for the next consecutive Game of Lotto;
  - (3) In the event that there are no winners of the Division 1 Prize in the fourth (4th) consecutive Jackpot Drawing, (being the fifth (5th) consecutive Game of Lotto), then the amount held in the Prize Fund as the total prize money payable in respect of the fourth (4th) Jackpot Drawing shall be added to the prize money allocated to the next lower division in which a prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries in the fifth (5th) consecutive Game of Lotto.

Division 2 -

Subject to Rule 12(i) Division 1 (ii)(3), a Prize of an amount equal to 3.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 -

Subject to Rule 12(i) Division 1 (ii)(3), a Prize of an amount equal to 8.2% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 -

Subject to Rule 12(i) Division 1 (ii)(3), a Prize of an amount equal to 12.4% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers.

Division 5 -

Subject to Rule 12(i) Division 1 (ii)(3), a Prize of an amount equal to 20.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 6 –

Subject to Rule 12(i) Division 1 (ii)(3), a Prize of an amount equal to 26.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains one (1) or two (2) but not more than two (2) of the six (6) Winning Numbers together with two (2) Supplementary Numbers.

(k) Second Drawing

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

- (iii) the Second Drawing shall be conducted following the Drawing of the Monday Lotto, and/or Wednesday Lotto and/or Saturday Lotto or any combination thereof;
- (iv) an Entry or Syndicate Entry made in respect of Monday Lotto or Wednesday Lotto or Saturday Lotto shall be automatically entered into the Second Drawing in respect of that Monday Lotto or Wednesday Lotto or Saturday Lotto and such Entry or Syndicate Entry shall not require the payment of any further Subscription;
- (v) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
- (vi) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
- (vii) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
- (viii) the Second Drawing shall not constitute a separate Game of Lotto but shall be part of either a Monday Lotto and/or Wednesday Lotto and/or Saturday Lotto.

(l) A Game of Lotto may include:

- (ix) an additional Prize or Prizes; and/or

- (x) Prizes paid on special occasions; and/or
- (xi) Prizes paid pursuant to Rule 12(j);

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

(m) Prizes in a Game of Promotional Lotto

- (i) The Prizes payable in a Game of Promotional Lotto may consist of one or more of the following:
  - (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Game of Lotto or another lottery Conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Lotto must not consist of or include tobacco.
- (iii) A Prize in a Game of Promotional Lotto must not consist of or include liquor within the meaning of the Liquor Act 2007.

(n) Determination of Prizes in a Game of Promotional Lotto

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

- (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
- (IV) The Prizes in a Game of Promotional Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Lotto.

**RULE 13 ANNOUNCEMENT OF PRIZES**

- (a) Following each Drawing of a Game of Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the Winning Numbers and the Supplementary Numbers;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of each Prize Division and the number of Prize Winners in each Prize Division.
- (b) Following each Drawing of a Game of Lotto the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11(f)(i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 14(a), 14(b), 14(i) and 14(k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto as soon as possible after the completion of such Game of Promotional Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

**RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Game of Lotto:
  - (i) Other than as provided for Registered Players and Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of any Division 1 Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 14(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Division 1 Prize) will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a

Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof.

- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim a Provisional Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players:
  - (i) a Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by the Registered Player to a Retailer, unless the Ticket is also entitled to a Provisional Prize in which case the Prize will be paid in accordance with Rules 14(b)-(d);
  - (ii) a Prize not claimed in accordance with Rule 14(e)(i) may be paid by the Licensee either:
    - (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or nominated bank account; or
    - (2) if agreed by the Licensee, by Cheque once the accumulated and consolidated value of Prizes payable to a Registered Player reaches a threshold amount determined by the Chief Executive Officer.

Prizes paid in accordance with this Rule 14(e) will be paid not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer.

- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (g) Subject to Rules 14(a), 14(b), 14(c), 14(d), 14(e) and 14(f) above, a Player being eligible for a Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with a Multiple Draws Exchange Ticket for any subsequent valid Drawings. For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket;
- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14(f) will be paid by the Licensee either by cheque (if agreed by the Licensee and only once the accumulated and consolidated value of Prizes payable reaches a threshold amount determined by the Chief Executive Officer), or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (i) A:
  - (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Division 1 Prize (or in the case of a Syndicate Entry a share of a Division 1 Prize) pursuant to Rule 14(b) and who has not been notified within five (5) days in

accordance with Rule 14(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or

- (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

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

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.

- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.

(l) A:

- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14(e);

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

(m) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i) and 14(k), are:

- (i) the name and address of the Player or Syndicate Player;
- (ii) the Ticket Number;
- (iii) the Numbers included on the relevant numbered line on the Ticket;
- (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
- (vi) such further evidence or information as the Licensee requires.

(n) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's

absolute discretion, pay to the Player or Syndicate Player the same Prize or share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.

- (o) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(a)(xxxviii) or elements (1) or (2) contained in Rule 1(a)(lxii) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (p) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (q) Subject to Rule 14(i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (r) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (s) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (t) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (u) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (v) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (w) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (x) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability notwithstanding the existence of any trust whether express, constructive or implied.

Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that:

- (i) the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made; or
- (ii) a Prize is not payable to the Player or Syndicate Player;

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

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

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

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

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

## **RULE 15            DISQUALIFICATIONS**

(a) Notwithstanding that:

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

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

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

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

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

(d) If an Entry or Syndicate Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.

(e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:

- (i) in the case of a Division 1 Prize, the provisions of Rule 12(h) Division 1 (i) and (ii) and Rule 12(i) Division 1 (i) and (ii) will apply;
- (ii) otherwise the value and numbers of winners will be varied in accordance with Rule 12(h) Division 2, Division 3, Division 4, Division 5 and Division 6 and Rule 12(i) Division 2, Division 3, Division 4, Division 5 and Division 6 as the case may be.

**RULE 16            LIMITATION OF LIABILITY**

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

- (4) the receipt of a Prize claim form;
  - (5) the processing of a Prize claim;
  - (6) the payment of a Prize;
  - (7) the cancellation of a Ticket; and
- (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto or Game of Promotional Lotto; and
  - (ii) without prejudice to the generality of Rule 16(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in any particular Game of Promotional Lotto received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Lotto or Game of Promotional Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto, an Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.

- (j) Notwithstanding the provisions of Rule 16(h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by a Retailer of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16(a) to 16(j) inclusive as those protected by said Rules.

**RULE 17            EFFECTIVE DATE**

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

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

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

**SCHEDULE 1**

**SELLING FEES PAYABLE FOR MONDAY LOTTO OR WEDNESDAY LOTTO THAT APPLY TO RETAILERS (OTHER THAN RESELLERS)**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$0.60</b>	\$0.55	\$0.05
2 Games	2	<b>\$1.20</b>	\$1.10	\$0.10
3 Games	3	<b>\$1.80</b>	\$1.65	\$0.15
4 Games	4	<b>\$2.40</b>	\$2.20	\$0.20
5 Games	5	<b>\$3.05</b>	\$2.75	\$0.30
6 Games	6	<b>\$3.65</b>	\$3.30	\$0.35
7 Games	7	<b>\$4.25</b>	\$3.85	\$0.40
8 Games	8	<b>\$4.85</b>	\$4.40	\$0.45
9 Games	9	<b>\$5.45</b>	\$4.95	\$0.50
10 Games	10	<b>\$6.10</b>	\$5.50	\$0.60
11 Games	11	<b>\$6.65</b>	\$6.05	\$0.60
12 Games	12	<b>\$7.30</b>	\$6.60	\$0.70
13 Games	13	<b>\$7.90</b>	\$7.15	\$0.75
14 Games	14	<b>\$8.50</b>	\$7.70	\$0.80
15 Games	15	<b>\$9.10</b>	\$8.25	\$0.85
16 Games	16	<b>\$9.70</b>	\$8.80	\$0.90
17 Games	17	<b>\$10.30</b>	\$9.35	\$0.95
18 Games	18	<b>\$10.90</b>	\$9.90	\$1.00
19 Games	19	<b>\$11.55</b>	\$10.45	\$1.10
20 Games	20	<b>\$12.15</b>	\$11.00	\$1.15
21 Games	21	<b>\$12.75</b>	\$11.55	\$1.20
22 Games	22	<b>\$13.35</b>	\$12.10	\$1.25
23 Games	23	<b>\$13.95</b>	\$12.65	\$1.30
24 Games	24	<b>\$14.60</b>	\$13.20	\$1.40
25 Games	25	<b>\$15.20</b>	\$13.75	\$1.45
26 Games	26	<b>\$15.75</b>	\$14.30	\$1.45
27 Games	27	<b>\$16.40</b>	\$14.85	\$1.55
28 Games	28	<b>\$17.00</b>	\$15.40	\$1.60
29 Games	29	<b>\$17.60</b>	\$15.95	\$1.65
30 Games	30	<b>\$18.20</b>	\$16.50	\$1.70
31 Games	31	<b>\$18.80</b>	\$17.05	\$1.75
32 Games	32	<b>\$19.40</b>	\$17.60	\$1.80
33 Games	33	<b>\$20.00</b>	\$18.15	\$1.85
34 Games	34	<b>\$20.65</b>	\$18.70	\$1.95
35 Games	35	<b>\$21.25</b>	\$19.25	\$2.00
36 Games	36	<b>\$21.80</b>	\$19.80	\$2.00

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
37 Games	37	<b>\$22.45</b>	\$20.35	\$2.10
38 Games	38	<b>\$23.05</b>	\$20.90	\$2.15
39 Games	39	<b>\$23.65</b>	\$21.45	\$2.20
40 Games	40	<b>\$24.25</b>	\$22.00	\$2.25
41 Games	41	<b>\$24.85</b>	\$22.55	\$2.30
42 Games	42	<b>\$25.50</b>	\$23.10	\$2.40
43 Games	43	<b>\$26.10</b>	\$23.65	\$2.45
44 Games	44	<b>\$26.70</b>	\$24.20	\$2.50
45 Games	45	<b>\$27.30</b>	\$24.75	\$2.55
46 Games	46	<b>\$27.90</b>	\$25.30	\$2.60
47 Games	47	<b>\$28.50</b>	\$25.85	\$2.65
48 Games	48	<b>\$29.10</b>	\$26.40	\$2.70
49 Games	49	<b>\$29.75</b>	\$26.95	\$2.80
50 Games	50	<b>\$30.30</b>	\$27.50	\$2.80
System 4	820	<b>\$497.45</b>	\$451.00	\$46.45
System 5	40	<b>\$24.25</b>	\$22.00	\$2.25
System 7	7	<b>\$4.25</b>	\$3.85	\$0.40
System 8	28	<b>\$17.00</b>	\$15.40	\$1.60
System 9	84	<b>\$50.95</b>	\$46.20	\$4.75
System 10	210	<b>\$127.40</b>	\$115.50	\$11.90
System 11	462	<b>\$280.25</b>	\$254.10	\$26.15
System 12	924	<b>\$560.55</b>	\$508.20	\$52.35
System 13	1,716	<b>\$1,041.00</b>	\$943.80	\$97.20
System 14	3,003	<b>\$1,821.75</b>	\$1,651.65	\$170.10
System 15	5,005	<b>\$3,036.30</b>	\$2,752.75	\$283.55
System 16	8,008	<b>\$4,858.05</b>	\$4,404.40	\$453.65
System 17	12,376	<b>\$7,507.90</b>	\$6,806.80	\$701.10
System 18	18,564	<b>\$11,261.85</b>	\$10,210.20	\$1,051.65
System 19	27,132	<b>\$16,459.65</b>	\$14,922.60	\$1,537.05
System 20	38,760	<b>\$23,513.75</b>	\$21,318.00	\$2,195.75

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

**SCHEDULE 2**

**SELLING FEES PAYABLE FOR MONDAY LOTTO OR WEDNESDAY LOTTO THAT APPLY TO RESELLERS**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee*</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$0.60</b>	\$0.55	\$0.05
2 Games	2	<b>\$1.20</b>	\$1.10	\$0.10
3 Games	3	<b>\$1.80</b>	\$1.65	\$0.15
4 Games	4	<b>\$2.40</b>	\$2.20	\$0.20
5 Games	5	<b>\$3.00</b>	\$2.75	\$0.25
6 Games	6	<b>\$3.60</b>	\$3.30	\$0.30
7 Games	7	<b>\$4.20</b>	\$3.85	\$0.35
8 Games	8	<b>\$4.80</b>	\$4.40	\$0.40
9 Games	9	<b>\$5.40</b>	\$4.95	\$0.45
10 Games	10	<b>\$6.00</b>	\$5.50	\$0.50
11 Games	11	<b>\$6.60</b>	\$6.05	\$0.55
12 Games	12	<b>\$7.20</b>	\$6.60	\$0.60
13 Games	13	<b>\$7.80</b>	\$7.15	\$0.65
14 Games	14	<b>\$8.40</b>	\$7.70	\$0.70
15 Games	15	<b>\$9.00</b>	\$8.25	\$0.75
16 Games	16	<b>\$9.60</b>	\$8.80	\$0.80
17 Games	17	<b>\$10.20</b>	\$9.35	\$0.85
18 Games	18	<b>\$10.80</b>	\$9.90	\$0.90
19 Games	19	<b>\$11.40</b>	\$10.45	\$0.95
20 Games	20	<b>\$12.00</b>	\$11.00	\$1.00
21 Games	21	<b>\$12.60</b>	\$11.55	\$1.05
22 Games	22	<b>\$13.25</b>	\$12.10	\$1.15
23 Games	23	<b>\$13.85</b>	\$12.65	\$1.20
24 Games	24	<b>\$14.45</b>	\$13.20	\$1.25
25 Games	25	<b>\$15.05</b>	\$13.75	\$1.30
26 Games	26	<b>\$15.65</b>	\$14.30	\$1.35
27 Games	27	<b>\$16.25</b>	\$14.85	\$1.40
28 Games	28	<b>\$16.85</b>	\$15.40	\$1.45
29 Games	29	<b>\$17.45</b>	\$15.95	\$1.50
30 Games	30	<b>\$18.05</b>	\$16.50	\$1.55
31 Games	31	<b>\$18.65</b>	\$17.05	\$1.60
32 Games	32	<b>\$19.25</b>	\$17.60	\$1.65
33 Games	33	<b>\$19.85</b>	\$18.15	\$1.70
34 Games	34	<b>\$20.45</b>	\$18.70	\$1.75
35 Games	35	<b>\$21.05</b>	\$19.25	\$1.80
36 Games	36	<b>\$21.65</b>	\$19.80	\$1.85

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
37 Games	37	<b>\$22.25</b>	\$20.35	\$1.90
38 Games	38	<b>\$22.85</b>	\$20.90	\$1.95
39 Games	39	<b>\$23.45</b>	\$21.45	\$2.00
40 Games	40	<b>\$24.05</b>	\$22.00	\$2.05
41 Games	41	<b>\$24.65</b>	\$22.55	\$2.10
42 Games	42	<b>\$25.25</b>	\$23.10	\$2.15
43 Games	43	<b>\$25.85</b>	\$23.65	\$2.20
44 Games	44	<b>\$26.45</b>	\$24.20	\$2.25
45 Games	45	<b>\$27.05</b>	\$24.75	\$2.30
46 Games	46	<b>\$27.65</b>	\$25.30	\$2.35
47 Games	47	<b>\$28.25</b>	\$25.85	\$2.40
48 Games	48	<b>\$28.85</b>	\$26.40	\$2.45
49 Games	49	<b>\$29.45</b>	\$26.95	\$2.50
50 Games	50	<b>\$30.05</b>	\$27.50	\$2.55
System 4	820	<b>\$492.95</b>	\$451.00	\$41.95
System 5	40	<b>\$24.05</b>	\$22.00	\$2.05
System 7	7	<b>\$4.20</b>	\$3.85	\$0.35
System 8	28	<b>\$16.85</b>	\$15.40	\$1.45
System 9	84	<b>\$50.50</b>	\$46.20	\$4.30
System 10	210	<b>\$126.25</b>	\$115.50	\$10.75
System 11	462	<b>\$277.75</b>	\$254.10	\$23.65
System 12	924	<b>\$555.45</b>	\$508.20	\$47.25
System 13	1,716	<b>\$1,031.55</b>	\$943.80	\$87.75
System 14	3,003	<b>\$1,805.25</b>	\$1,651.65	\$153.60
System 15	5,005	<b>\$3,008.75</b>	\$2,752.75	\$256.00
System 16	8,008	<b>\$4,814.00</b>	\$4,404.40	\$409.60
System 17	12,376	<b>\$7,439.85</b>	\$6,806.80	\$633.05
System 18	18,564	<b>\$11,159.75</b>	\$10,210.20	\$949.55
System 19	27,132	<b>\$16,310.40</b>	\$14,922.60	\$1,387.80
System 20	38,760	<b>\$23,300.55</b>	\$21,318.00	\$1,982.55

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 2, which may be subject to an Ancillary Fee, multiplied by the number of draws that the Entry is entered into.

**SCHEDULE 3**

**SELLING FEES PAYABLE FOR SATURDAY LOTTO THAT APPLY TO RETAILERS (OTHER THAN RESELLERS)**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$0.70</b>	\$0.65	\$0.05
2 Games	2	<b>\$1.45</b>	\$1.30	\$0.15
3 Games	3	<b>\$2.15</b>	\$1.95	\$0.20
4 Games	4	<b>\$2.90</b>	\$2.60	\$0.30
5 Games	5	<b>\$3.60</b>	\$3.25	\$0.35
6 Games	6	<b>\$4.30</b>	\$3.90	\$0.40
7 Games	7	<b>\$5.00</b>	\$4.55	\$0.45
8 Games	8	<b>\$5.75</b>	\$5.20	\$0.55
9 Games	9	<b>\$6.45</b>	\$5.85	\$0.60
10 Games	10	<b>\$7.20</b>	\$6.50	\$0.70
11 Games	11	<b>\$7.90</b>	\$7.15	\$0.75
12 Games	12	<b>\$8.60</b>	\$7.80	\$0.80
13 Games	13	<b>\$9.30</b>	\$8.45	\$0.85
14 Games	14	<b>\$10.05</b>	\$9.10	\$0.95
15 Games	15	<b>\$10.75</b>	\$9.75	\$1.00
16 Games	16	<b>\$11.45</b>	\$10.40	\$1.05
17 Games	17	<b>\$12.20</b>	\$11.05	\$1.15
18 Games	18	<b>\$12.90</b>	\$11.70	\$1.20
19 Games	19	<b>\$13.60</b>	\$12.35	\$1.25
20 Games	20	<b>\$14.35</b>	\$13.00	\$1.35
21 Games	21	<b>\$15.05</b>	\$13.65	\$1.40
22 Games	22	<b>\$15.75</b>	\$14.30	\$1.45
23 Games	23	<b>\$16.50</b>	\$14.95	\$1.55
24 Games	24	<b>\$17.20</b>	\$15.60	\$1.60
25 Games	25	<b>\$17.90</b>	\$16.25	\$1.65
26 Games	26	<b>\$18.65</b>	\$16.90	\$1.75
27 Games	27	<b>\$19.35</b>	\$17.55	\$1.80
28 Games	28	<b>\$20.10</b>	\$18.20	\$1.90
29 Games	29	<b>\$20.80</b>	\$18.85	\$1.95
30 Games	30	<b>\$21.50</b>	\$19.50	\$2.00
31 Games	31	<b>\$22.25</b>	\$20.15	\$2.10
32 Games	32	<b>\$22.95</b>	\$20.80	\$2.15
33 Games	33	<b>\$23.65</b>	\$21.45	\$2.20
34 Games	34	<b>\$24.40</b>	\$22.10	\$2.30
35 Games	35	<b>\$25.10</b>	\$22.75	\$2.35
36 Games	36	<b>\$25.80</b>	\$23.40	\$2.40

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
37 Games	37	<b>\$26.55</b>	\$24.05	\$2.50
38 Games	38	<b>\$27.25</b>	\$24.70	\$2.55
39 Games	39	<b>\$27.95</b>	\$25.35	\$2.60
40 Games	40	<b>\$28.70</b>	\$26.00	\$2.70
41 Games	41	<b>\$29.40</b>	\$26.65	\$2.75
42 Games	42	<b>\$30.10</b>	\$27.30	\$2.80
43 Games	43	<b>\$30.85</b>	\$27.95	\$2.90
44 Games	44	<b>\$31.55</b>	\$28.60	\$2.95
45 Games	45	<b>\$32.25</b>	\$29.25	\$3.00
46 Games	46	<b>\$33.00</b>	\$29.90	\$3.10
47 Games	47	<b>\$33.70</b>	\$30.55	\$3.15
48 Games	48	<b>\$34.40</b>	\$31.20	\$3.20
49 Games	49	<b>\$35.15</b>	\$31.85	\$3.30
50 Games	50	<b>\$35.90</b>	\$32.50	\$3.40
System 4	820	<b>\$587.90</b>	\$533.00	\$54.90
System 5	40	<b>\$28.70</b>	\$26.00	\$2.70
System 7	7	<b>\$5.00</b>	\$4.55	\$0.45
System 8	28	<b>\$20.10</b>	\$18.20	\$1.90
System 9	84	<b>\$60.20</b>	\$54.60	\$5.60
System 10	210	<b>\$150.55</b>	\$136.50	\$14.05
System 11	462	<b>\$331.25</b>	\$300.30	\$30.95
System 12	924	<b>\$662.45</b>	\$600.60	\$61.85
System 13	1,716	<b>\$1,230.30</b>	\$1,115.40	\$114.90
System 14	3,003	<b>\$2,153.00</b>	\$1,951.95	\$201.05
System 15	5,005	<b>\$3,588.35</b>	\$3,253.25	\$335.10
System 16	8,008	<b>\$5,741.35</b>	\$5,205.20	\$536.15
System 17	12,376	<b>\$8,872.95</b>	\$8,044.40	\$828.55
System 18	18,564	<b>\$13,309.45</b>	\$12,066.60	\$1,242.85
System 19	27,132	<b>\$19,452.30</b>	\$17,635.80	\$1,816.50
System 20	38,760	<b>\$27,789.00</b>	\$25,194.00	\$2,595.00

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 3, multiplied by the number of draws that the Entry is entered into.

**SCHEDULE 4**

**SELLING FEES PAYABLE FOR SATURDAY LOTTO THAT APPLY TO RESELLERS**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$0.70</b>	\$0.65	\$0.05
2 Games	2	<b>\$1.40</b>	\$1.30	\$0.10
3 Games	3	<b>\$2.15</b>	\$1.95	\$0.20
4 Games	4	<b>\$2.85</b>	\$2.60	\$0.25
5 Games	5	<b>\$3.55</b>	\$3.25	\$0.30
6 Games	6	<b>\$4.30</b>	\$3.90	\$0.40
7 Games	7	<b>\$4.95</b>	\$4.55	\$0.40
8 Games	8	<b>\$5.70</b>	\$5.20	\$0.50
9 Games	9	<b>\$6.40</b>	\$5.85	\$0.55
10 Games	10	<b>\$7.10</b>	\$6.50	\$0.60
11 Games	11	<b>\$7.80</b>	\$7.15	\$0.65
12 Games	12	<b>\$8.55</b>	\$7.80	\$0.75
13 Games	13	<b>\$9.25</b>	\$8.45	\$0.80
14 Games	14	<b>\$9.95</b>	\$9.10	\$0.85
15 Games	15	<b>\$10.65</b>	\$9.75	\$0.90
16 Games	16	<b>\$11.35</b>	\$10.40	\$0.95
17 Games	17	<b>\$12.10</b>	\$11.05	\$1.05
18 Games	18	<b>\$12.80</b>	\$11.70	\$1.10
19 Games	19	<b>\$13.50</b>	\$12.35	\$1.15
20 Games	20	<b>\$14.20</b>	\$13.00	\$1.20
21 Games	21	<b>\$14.90</b>	\$13.65	\$1.25
22 Games	22	<b>\$15.65</b>	\$14.30	\$1.35
23 Games	23	<b>\$16.35</b>	\$14.95	\$1.40
24 Games	24	<b>\$17.05</b>	\$15.60	\$1.45
25 Games	25	<b>\$17.75</b>	\$16.25	\$1.50
26 Games	26	<b>\$18.45</b>	\$16.90	\$1.55
27 Games	27	<b>\$19.20</b>	\$17.55	\$1.65
28 Games	28	<b>\$19.90</b>	\$18.20	\$1.70
29 Games	29	<b>\$20.60</b>	\$18.85	\$1.75
30 Games	30	<b>\$21.30</b>	\$19.50	\$1.80
31 Games	31	<b>\$22.00</b>	\$20.15	\$1.85
32 Games	32	<b>\$22.75</b>	\$20.80	\$1.95
33 Games	33	<b>\$23.45</b>	\$21.45	\$2.00
34 Games	34	<b>\$24.15</b>	\$22.10	\$2.05
35 Games	35	<b>\$24.85</b>	\$22.75	\$2.10
36 Games	36	<b>\$25.60</b>	\$23.40	\$2.20

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
37 Games	37	<b>\$26.30</b>	\$24.05	\$2.25
38 Games	38	<b>\$27.00</b>	\$24.70	\$2.30
39 Games	39	<b>\$27.70</b>	\$25.35	\$2.35
40 Games	40	<b>\$28.40</b>	\$26.00	\$2.40
41 Games	41	<b>\$29.15</b>	\$26.65	\$2.50
42 Games	42	<b>\$29.85</b>	\$27.30	\$2.55
43 Games	43	<b>\$30.55</b>	\$27.95	\$2.60
44 Games	44	<b>\$31.25</b>	\$28.60	\$2.65
45 Games	45	<b>\$31.95</b>	\$29.25	\$2.70
46 Games	46	<b>\$32.70</b>	\$29.90	\$2.80
47 Games	47	<b>\$33.40</b>	\$30.55	\$2.85
48 Games	48	<b>\$34.10</b>	\$31.20	\$2.90
49 Games	49	<b>\$34.80</b>	\$31.85	\$2.95
50 Games	50	<b>\$35.50</b>	\$32.50	\$3.00
System 4	820	<b>\$582.55</b>	\$533.00	\$49.55
System 5	40	<b>\$28.40</b>	\$26.00	\$2.40
System 7	7	<b>\$4.95</b>	\$4.55	\$0.40
System 8	28	<b>\$19.90</b>	\$18.20	\$1.70
System 9	84	<b>\$59.70</b>	\$54.60	\$5.10
System 10	210	<b>\$149.20</b>	\$136.50	\$12.70
System 11	462	<b>\$328.25</b>	\$300.30	\$27.95
System 12	924	<b>\$656.45</b>	\$600.60	\$55.85
System 13	1,716	<b>\$1,219.15</b>	\$1,115.40	\$103.75
System 14	3,003	<b>\$2,133.50</b>	\$1,951.95	\$181.55
System 15	5,005	<b>\$3,555.80</b>	\$3,253.25	\$302.55
System 16	8,008	<b>\$5,689.30</b>	\$5,205.20	\$484.10
System 17	12,376	<b>\$8,792.55</b>	\$8,044.40	\$748.15
System 18	18,564	<b>\$13,188.80</b>	\$12,066.60	\$1,122.20
System 19	27,132	<b>\$19,275.95</b>	\$17,635.80	\$1,640.15
System 20	38,760	<b>\$27,537.05</b>	\$25,194.00	\$2,343.05

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 4, which may be subject to an Ancillary Fee, multiplied by the number of draws that the Entry is entered into.

## **PUBLIC LOTTERIES ACT 1996**

### **LOTTO STRIKE - APPROVAL OF AMENDMENT TO THE RULES**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to section 23 of the *Public Lotteries Act 1996* (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of Games of Lotto Strike and Promotional Lotto Strike by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 3 February 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

## **RULE 1            DEFINITIONS**

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation or abrogation thereof for the time being in force;
  - (ii) "Advance Entry" means an Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee.
  - (iii) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or overseas authorities in Participating Areas for the Conduct by them of Games of Lotto Strike;
  - (iv) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player from whom a Reseller accepts a Subscription;
  - (v) "Approved" means approved in writing by the Minister;
  - (vi) "Automatic Entry" means an Entry in respect of a Game of Lotto Strike made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
    - (1) the selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
    - (2) the Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee.
  - (vii) "Boxed Entry" means an Entry referred to in Rule 9;
  - (viii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(g);
  - (ix) "Close of Acceptance" means the day and time of day determined by the Licensee after which Entries will not be accepted;
  - (x) "Commission" means an amount:
    - (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person's capacity as a Retailer); and
    - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
  - (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Lotto Strike or Games of Promotional Lotto Strike;
  - (xii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:
    - (1) a Player's Entry in a Game of Lotto Strike; and

- (2) where appropriate a Player's entry in a Game of Promotional Lotto Strike
- (xiii) "Conduct" in relation to a Game of Lotto Strike and a Game of Promotional Lotto Strike has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiv) "Corresponding Lotto Draw" means the Lotto Draw which is used to select the four (4) Winning Numbers for Lotto Strike;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for the Monday, Wednesday and Saturday Lotto Strike games determined by the Licensee from time to time;
- (xvii) "Drawing" means:
- (1) in relation to a Game of Lotto Strike (but not including a Second Drawing) the selection of the Winning Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xviii) "Drawing Date" in relation to a Game of Lotto Strike means the date on which the Winning Numbers are selected in respect of that Game of Lotto Strike and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto Strike;
- (xix) "Drawing Device" means equipment as Approved by the Minister from time to time used to Conduct a Drawing;
- (xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xxi) "Entry" means the Numbers in a Game of Lotto Strike which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(g)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;
- (xxii) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Lotto Strike and/or a Game of Promotional Lotto Strike via a Computer Linked Terminal;
- (xxiii) "Game of Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Promotional Lotto;
- (xxiv) "Game of Lotto Strike" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include a Game of Promotional Lotto Strike;
- (xxv) "Game of Promotional Lotto Strike" means a public lottery Conducted for the purpose of promoting a Game of Lotto Strike, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Lotto Strike; and
  - (2) no further Subscription or Commission is charged;

- (xxvi) "Game Panel" means:
- (1) a separate matrix in relation to a Lotto Strike Entry Coupon consisting of four (4) lines, each line consisting of the Numbers 1 to 10 (inclusive) and 20, 30 and 40 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates.
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Drawing" means the next Drawing of a Game of Lotto Strike (other than a Second Drawing as approved by the Licensee following the Drawing of a Game of Lotto Strike (other than a Second Drawing), where there is no winner in accordance with Rule 11(f) Division 1 (Strike 4)(i));
- (xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxx) "Lotto Draw" means the Drawing of the Game of Lotto in accordance with the Licence granted to the Licensee;
- (xxxi) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate.
- (xxxii) "Maximum Jackpot Drawing Prize" means the maximum amount payable as a Prize in a Jackpot Drawing as approved by the Licensee from time to time;
- (xxxiii) "Minister" means the Minister for the time being administering the Act;
- (xxxiv) "Monday Lotto Strike" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxxv) "Multiple Draws Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxvi) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (3) where the Exchange Multiple Draws Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered; and
  - (4) where the Exchange Multiple Draws Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxvii) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;

- (xxxviii) "Numbers" has the same meaning as section 5 of the Act;
- (xxxix) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xl) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Lotto Strike and entries into Games of Promotional Lotto Strike;
- (xli) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike in Participating Areas overseas;
- (xlii) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto Strike under a corresponding law;
- (xlili) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto Strike and who holds, bears and submits a ticket in the Game of Promotional Lotto Strike to the Licensee, or a Retailer for the purposes of receiving a Prize;
- (xliv) "Prize" means any Prize determined in accordance with Rule 11;
- (xlv) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto Strike as specified in Rule 11(a);
- (xlvi) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Strike Prize Fund Account;
- (xlvii) "Prize Pool" has the meaning in Rule 11(b);
- (xlviii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 11(c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlix) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike pursuant to Section 12 of the Act;
- (i) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date and which shall be no longer than twenty one (21) consecutive calendar days;
- (ii) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;

- (lii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (liii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (liv) "Regulation" means a regulation made under the Act;
- (lv) "Reseller" means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Lotto Strike and instructions with respect to a Game of Promotional Lotto Strike from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (lvi) "Retailer" means a person or agent appointed or approved by the Licensee for purposes associated with Games of Lotto Strike and Games of Promotional Lotto Strike Conducted by the Licensee and includes a Reseller;
- (lvii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lviii) "Saturday Lotto Strike" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Saturday of each week;
- (lix) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;
- (lx) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (lxi) "Standard Entry" means an Entry referred to in Rule 8;
- (lxii) "Subscription" means the amounts paid for Entries but does not include the following:
  - (1) Ancillary Fee; or
  - (2) Commission, unless the Act expressly provides otherwise;
- (lxiii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Lotto Strike, and which:
  - (1) contains Entry details; and
  - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
  - (3) may include other particulars as determined by the Licensee;
- (lxiv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket and which constitute an official identification of the issue of a Ticket in a particular Game of Lotto Strike;
- (lxv) "Wednesday Lotto Strike" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Wednesday of each week;

(lxvi) "Winning Number" in relation to a Game of Lotto Strike (including a Second Drawing) means a number corresponding with, and selected in the exact same order as, one of the first four (4) numbers drawn in the Corresponding Lotto Draw.

(b) In these Rules unless inconsistent with the context:

(i) a reference to the singular shall include the plural, and vice versa;

(ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2 CONDUCT AND DRAWINGS OF GAMES OF LOTTO STRIKE AND CONDUCT OF GAMES OF PROMOTIONAL LOTTO STRIKE**

(a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Lotto Strike and Game of Promotional Lotto Strike.

(b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players.

(c) A Drawing in relation to a Game of Lotto Strike shall take place after the Close of Acceptance of Entries has closed for that Game of Lotto Strike.

(d) Games of Lotto Strike will be drawn on Monday, Wednesday and Saturday of each week unless the Chief Executive Officer determines otherwise.

(e) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s);

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

(f) Where a Malfunction in a Drawing Device occurs:

(i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;

(ii) in the event that any Winning Number/s are still to be selected after the Malfunction:

(1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or

(2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers are drawn.

(g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.

(h) The Licensee may Conduct a Game of Promotional Lotto Strike in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto Strike in conjunction with another

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

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

### **RULE 3 APPLICATION OF RULES**

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

### **RULE 4 OBJECT**

The object of the Game of Lotto Strike is to select four (4) Numbers in a Game Panel, which are in the exact same order as the first four (4) Winning Numbers drawn in the Corresponding Lotto Draw.

#### **RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO STRIKE**

- (a) In order for an Entry to be eligible for inclusion in a Game of Lotto Strike, before the Close of Acceptance of Entries into that Game of Lotto Strike;
  - (i) the Entry must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player must have paid the correct Selling Fee in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.
- (c) Entry into a Game of Lotto Strike is contingent on an Entry into a Game of Lotto being taken within the same transaction of a Lotto Strike Entry being purchased' except where the Entry is a free Standard Automatic Entry.

#### **RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

- (a) A Lotto Strike Entry Coupon may be used by a Player to enter a Game of Lotto Strike within the same transaction as a Game of Lotto Entry, or by marking the Lotto Strike area on the Lotto Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where a Lotto Strike Entry Coupon is used to effect an Entry, a Number greater than 10, which is not 20, 30 or 40, must be selected by marking, in accordance with this provision, the two Numbers of which the sum totals the Number to be selected.
- (c) Where a Lotto Strike Entry is effected by marking the Lotto Strike area on a Lotto Entry Coupon, the Drawing Date for such Entry will be the same as the Drawing Date in respect of the Lotto Draw for which the Lotto Entry Coupon has been submitted.
- (d) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (e) Subject to Rule 6 (h) below acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form issued by the Licensee or its Retailer to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (f) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.

- (g) Without limiting the provisions of Rule 14 the following apply –
- (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
  - (ii) A Retailer who has sold an Entry into a Game of Lotto Strike may cancel the Entry and the Ticket to which it relates.
  - (iii) A Ticket and the Entry to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry to which it relates.
- (h) Where an Entry and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player shall be refunded the Selling Fee paid in respect of such Entry. Rule 6(h) is not applicable to a Division 4 (Strike 1) free Standard Entry Prize as described in Rule 11(f).
- (i) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee of the error in the cancellation of a Ticket.
- (j) Where an Entry in a Game of Lotto Strike has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded in the Computer Records but:
- (i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Lotto Strike; and
  - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Game of Lotto Strike; then
- the Retailer shall be liable for and shall meet the cost of the Selling Fee in respect of that Entry and in such case, for the purposes of these Rules, such Retailer shall:
- (iii) be considered a Player; and
  - (iv) be the holder of the Entry; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (k) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (l) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon or any other approved Entry whether received by post, telephone, facsimile or modem (internet) or otherwise. Entry into a Game of Lotto Strike by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player using a Reseller to submit an Entry Coupon or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in

relation to such Entry Coupon or any other approved Entry, the issue of any Ticket and the payment of any Prize.

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

**RULE 7            COMMISSION AND ANCILLARY FEE**

- (a) The Licensee is Approved to charge the Player Commission as specified in these Rules in Schedules 1 and 2. By entering a Game of Lotto Strike the Player accepts liability to pay the Commission to the Licensee.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

**RULE 8            STANDARD ENTRY**

- (a) A Standard Entry is the selection of four (4) Numbers which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry or Advance Entry.
- (c) Where a Lotto Strike Entry Coupon is used in respect of a Standard Entry, four (4) Numbers shall have been marked in each selected Game Panel, comprising one (1) Number in each line in each Game Panel.
- (d) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (e) The Selling Fee payable for each Standard Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (f) The minimum number of Standard Entries that can be played is:
  - (i) one (1) Game Panel where entry is made via an Entry Coupon; or
  - (ii) one (1) Game Panel where entry is made via an Automatic Entry.

**RULE 9            BOXED ENTRY**

- (a) A Boxed Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Boxed Entry may be played as a Multiple Draws Entry or Advance Entry.
- (c) A Boxed Entry is the equivalent of twenty four (24) Standard Games, and represents the entire twenty four (24) possible combinations of any four (4) selected Numbers.
- (d) Where a Boxed Entry is effected using an Entry Coupon, four (4) Numbers, and the Boxed Entry area are marked on that Entry Coupon for each relevant Game Panel.
- (e) Each Game Panel on the Entry Coupon may be marked in respect of each relevant Boxed Entry. An Automatic Entry may include one (1) or more Boxed Entries.

- (f) Where an Entry Coupon is used in respect of a Boxed Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (g) The Selling Fee for a Boxed Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (h) Numbers selected in a Boxed Entry are Winning Numbers if they match any of the first four (4) numbers drawn, in any order, in the Corresponding Lotto Draw.

**RULE 10 SUBMISSION OF AN ENTRY**

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Lotto Strike or Game of Promotional Lotto Strike.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer
- (d) The correct Selling Fee (as specified in Schedules 1 and 2) and player registration fee (if applicable) must be paid by a Player to a Retailer or to the Licensee in respect of an Entry.
- (e) The form of payment of the Selling Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
  - (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 12(b)(i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
  - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 10(f)(i) should be addressed:-  
  
*The Chief Executive Officer  
New South Wales Lotteries;*  
  
Email to: [Customersupport@nswlotteries.com.au](mailto:Customersupport@nswlotteries.com.au); or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151  
  
or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.

- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the close of acceptance of Entries relating to that Entry. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(g) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Lotto Strike:
  - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto Strike;
  - (ii) Without limiting Rule 10(k)(i), the form of entry in a Game of Promotional Lotto Strike may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document; and
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Game of Promotional Lotto Strike is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto Strike:
    - (1) constitutes the Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Lotto Strike.

**RULE 11 PRIZES**

- (a) The Prize Allocation in the Game of Lotto Strike shall be not less than sixty two percent (62%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto Strike shall be funded from the Prize Allocation and shall be not less than sixty percent (60%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Lotto Strike shall be funded from the Prize Allocation and shall retain an amount equal to two percent (2%) of Subscriptions and shall be used to:
  - (i) fund the rounding required pursuant to Rule 11(f);
  - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 11(f) Division 1;
  - (iii) fund any prize payable pursuant to Rule 11(h), Rule 11(i) and Rule 11(j).

- (d) Prizes for each Game of Lotto Strike shall be paid by the Licensee from the Prize Pool in accordance with the provisions and classifications of Rule 11(f) Division 1 (Strike 4), Division 2 (Strike 3), Division 3 (Strike 2) and Division 4 (Strike 1) Prizes.
- (e) Any such Prize shall, where only one (1) Entry is eligible for that Prize, be payable in respect of that Entry, or shall where two (2) or more Entries are eligible for that Prize, be shared equally between those Entries.
- (f) Subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple) the Prize Pool shall be distributed as nearly as possible in the percentages shown below. Monies required for rounding shall be drawn from the Prize Reserve Fund. Where there is no winner in any one division, subject to the provisions of Division 1 (Strike 4) (ii) of this paragraph (c) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next lower division in the order as shown below. Where there is no winner in Division 3 (Strike 2) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next higher division. Where there is no winner in Division 2 (Strike 3) and Division 3 (Strike 2) the Prize money payable in respect of those divisions shall be added to the Prize money allocated to Division 1 (Strike 4) and jackpotted to the Jackpot Drawing if not won in the current Draw.

Division 1 (Strike 4):

- (i) A Prize of an amount equal to 45% of the Prize Pool, less that proportion of the Prize Pool required to fund the Division 4 (Strike 1) Prize, shall be payable in respect of any Entry which contains all four (4) of the Winning Numbers.

The Division 1 Prize Guarantee is \$100,000.00.

- (ii) If no Prize in this division is payable in respect of any Entry in accordance with (i) above, the Prize which would otherwise have been payable shall be retained in the Prize Fund so as to form part of the monies which are payable in respect of any Entry which contains all the Winning Numbers in the Jackpot Drawing, provided that at no time shall a Prize in a Jackpot Drawing exceed the Maximum Jackpot Drawing Prize.
- (iii) Where the Jackpot Drawing Prize has reached the approved maximum level as provided in (ii) above, those monies in excess of the approved maximum level that would otherwise have been payable shall be retained in the Prize Fund so as to form part of any Prize payable in accordance with (i) above.

Division 2 (Strike 3):

A Prize of an amount equal to 10% of the Prize Pool shall be payable in respect of any Entry which contains three (3) but not more than three (3) Winning Numbers.

Division 3 (Strike 2):

A Prize of an amount equal to 45% of the Prize Pool shall be payable in respect of any Entry which contains two (2) but not more than two (2) Winning Numbers.

Division 4 (Strike 1):

A Prize of one (1) free Standard Automatic Entry shall be payable in respect of any Entry which contains one (1) but not more than one (1) Winning Number.

- (g) Notwithstanding any provision of these Rules as to the payment of Prizes, where the total amount payable (whether to one (1) Entry alone or two (2) or more Entries in equal shares) in respect of the Prize described in Rule 11(f) Division 1 (Strike 4) (i) and (ii) in a Game of Lotto Strike would, but for this condition, be less than \$100,000.00 the Prize so payable shall be in the amount of \$100,000.00.
- (h) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Lotto Strike and/or Wednesday Lotto Strike and/or Saturday Lotto Strike or any combination thereof;
  - (ii) an Entry made in respect of the Monday Lotto Strike or Wednesday Lotto Strike or Saturday Lotto Strike shall be automatically entered into the Second Drawing in respect of that Monday Lotto Strike or Wednesday Lotto Strike or Saturday Lotto Strike and such Entry shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries each of which, contains all the Winning Numbers;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer
  - (v) the Second Drawing shall not constitute a separate Game of Lotto Strike but shall be part of either a Monday Lotto Strike and/or Wednesday Lotto Strike and/or Saturday Lotto Strike.
- (i) A Game of Lotto Strike may include:
- (i) an additional Prize or Prizes; and/or
  - (ii) Prizes paid on special occasions; and/or
  - (iii) Prizes paid pursuant to Rule 11(h).

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

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

- (iii) A Prize in a Game of Promotional Lotto Strike must not consist of or include liquor within the meaning of the Liquor Act 2007.
- (k) Determination of Prizes in a Game of Promotional Lotto Strike:
  - (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto Strike.
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto Strike Conducted by it.
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Lotto Strike, including (but not limited to) the following:
    - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
    - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
    - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
    - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
    - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
  - (iv) The Prizes in a Game of Promotional Lotto Strike are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Lotto Strike.

## **RULE 12 ANNOUNCEMENT OF PRIZES**

- (a) Following each Drawing of a Game of Lotto Strike the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the Winning Numbers;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of each Prize division and the number of Prize Winners in each division.
- (b) Following each Drawing of a Game of Lotto Strike the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 10(f)(i) or where Provisional Prize Winners are not Registered Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 13(a), 13(i), 13(j) and 13(l) must be made.

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

**RULE 13 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Game of Lotto Strike:
  - (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 13(m) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 13(a)(i) is the day of receipt by the Licensee;
- (b) A Registered Player winning a Division 1 Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player, the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 13(m) hereof.
- (c) For Registered Players, where a:
  - (i) Prize must be claimed in accordance with Rule 13(b) hereof, the Prize may be paid in accordance with the procedure and conditions set out in Rule 13(d) hereof; and
  - (ii) Prize of one (1) free Standard Automatic Entry is to be paid in accordance with Rule 11(f) for a Division 4 Prize, and such Prize will be paid by a Retailer with a Computer Linked Terminal upon surrender of a winning Ticket not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer. Such Prizes not so claimed will be paid by the Licensee after a period of time determined by the Chief Executive Officer
- (d) A Provisional Prize, shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players:
  - (i) a Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize in which case it will be paid in accordance with Rules 13(b)-(d);
  - (ii) a Prize not claimed in accordance with Rule 13(e)(i) may be paid by the Licensee either:
    - (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or nominated bank account; or
    - (2) if agreed by the Licensee, by Cheque once the accumulated and consolidated value of Prizes payable to a Registered Player reaches a threshold amount determined by the Chief Executive Officer.

Prizes paid in accordance with this Rule 13(e) will be paid not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer.

- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the prizes will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (g) Where a winning Entry is entitled to multiple Division 4 (Strike 1) Prizes which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash.
- (h) Subject to Rules 13(a), 13(b), 13(c), 13(d), 13(e) and 13(f) above, a Player being eligible for a Prize which is not a Provisional Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Exchange Multiple Draws Ticket for any subsequent valid Drawings. For Registered Players, any unclaimed Multiple Draws Ticket Prizes may not be paid until after the expiry of a period of time determined by the Chief Executive Officer after the last Drawing on that Ticket.
- (i) A Prize not paid by a Retailer in accordance with Rule 13(f) will be paid by the Licensee either by cheque (if agreed by the Licensee and only once the accumulated and consolidated value of Prizes payable reaches a threshold amount determined by the Chief Executive Officer), or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (j) A:
  - (i) Registered Player who claims to be entitled to a Division 1 Prize pursuant to Rule 13(b) and who has not been notified within five (5) days in accordance with Rule 13(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
  - (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 13(m) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 13(j) will be rejected and the Licensee shall have no liability in relation thereto.
- (k) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 13(j) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (l) A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.

- (m) A:

- (i) Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not has not been paid in accordance with Rule 13(e);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 13(m).

(n) The particulars required in accordance with Rules 13(a), 13(b), 13(j) and 13(l) are:

- (i) the name and address of the Player;
- (ii) the Ticket Number;
- (iii) the Numbers included on the relevant numbered line on the Ticket;
- (iv) the Player's registration number if a Registered Player;
- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
- (vi) such further evidence or information as the Licensee requires.

(o) A Division 4 (Strike 1) Prize not claimed through a Computer Linked Terminal within a period of time determined by the Chief Executive Officer will be processed in accordance with the following:

- (i) A Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
  - (1) where the cash Prize is a Provisional Prize, it will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
  - (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
  - (3) where a winning Entry pursuant to Rule 13(n)(i) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, a Registered Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid together with the cash Prize;
- (ii) A Registered Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry. The free Standard Entry will be sent by mail or through electronic form;
- (iii) A Registered Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account;

- (iv) A Player who is not a Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
- (1) where the cash Prize is a Provisional Prize, it will be paid by the Licensee by cheque or, if requested by the Prize winner, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii), and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
  - (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii) and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
  - (3) where a winning Entry pursuant to Rule 13(n)(iv) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee either by cheque or by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
- (v) A Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry following receipt of a Prize claim form containing or accompanied by the like particulars set out in Rule 13(m) and any other evidence that the Chief Executive Officer may from time to time require;
- (vi) A Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due will be paid by cash and will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
- (p) Notwithstanding the provisions of this Rule 13 if an Entry which would otherwise have been entitled to a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize as is being paid to winning Players or such other Prize amount as determined by the Chief Executive Officer.
- (q) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(xliii) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (r) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (s) Subject to Rule 13(j), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.
- (t) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.

- (u) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (v) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (w) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player;
- (x) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the Prize claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.

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

- (y) Any Prize sent by the Licensee to a Player and any refund of Selling Fee sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (z) The payment of all Prizes pursuant to this Rule 13 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 13 and the Chief Executive Officer is, after such payment has been made, of the view that:
  - (i) the Player was not the Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player;

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

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

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

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

- (bb) Any Prize to be paid in accordance with Rule 11(h) or Rule 11(j) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (cc) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (dd) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.

- (ee) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (ff) Payment of Prizes in a Game of Promotional Lotto Strike
- (i) A Prize is not payable in a Game of Promotional Lotto Strike unless:
- (1) The entry submitted in a Game of Promotional Lotto Strike is in the form determined by the Chief Executive Officer under Rule 10(k)(i); and
  - (2) If the form of entry requires the Player to have purchased a Ticket in a Game of Lotto Strike, the Ticket in the Game of Lotto Strike must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Lotto Strike is valid; and
  - (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto Strike advertised under Rule 11(k)(ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Lotto Strike a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto Strike is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto Strike, on which such a test is recorded, if the entry does not satisfy the test.

#### **RULE 14 DISQUALIFICATIONS**

- (a) Notwithstanding that:
- (i) acceptance of Entries into a Game of Lotto Strike has closed;
  - (ii) a Ticket may have issued; or
  - (iii) a Drawing has occurred in respect of a Ticket;
- an Entry in a Game of Lotto Strike or entry in a Game of Promotional Lotto Strike may be disqualified and no Prize claim shall be made in respect of it, if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry in a Game of Lotto Strike which is disqualified shall automatically be void and cancelled.
- (b) The reason for disqualification may include but are not limited to:
- (i) tender of insufficient Selling Fee, a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player has defaulted in payment of any previous Selling Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.

- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an entry has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Selling Fee paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such entry.
- (d) If an Entry that would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.
- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 14(d) then:
  - (i) in the case of a Division 1 (Strike 4) Prize, the provisions of Rule 11(f)(ii) will apply;
  - (ii) otherwise the value and number of winners will be varied in accordance with Rule 11(f) Division 2 (Strike 3), Division 3 (Strike 2), and Division 4 (Strike 1) as the case may be.

**RULE 15            LIMITATION OF LIABILITY**

- (a) By entering a Game of Lotto Strike or a Game of Promotional Lotto Strike a Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Lotto Strike for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Lotto Strike. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 13.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize;
    - (4) the inclusion of an Entry in any particular Game of Lotto Strike or entry in a Game of Promotional Lotto Strike received by way of Entry Coupon or Automatic Entry ;
    - (5) the receipt and processing of a Prize claim form; or

- (6) the cancellation of a Ticket; and
  - (iii) without prejudice to the generality of Rule 15(d)(i) and Rule 15(d)(ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;
    - (4) the receipt of a Prize claim form;
    - (5) the processing of a Prize claim;
    - (6) the payment of a Prize;
    - (7) the cancellation of a Ticket; and
  - (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize; or
    - (4) the inclusion of an Entry in any particular Game of Lotto Strike or an entry in any particular Game of Promotional Lotto Strike received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Lotto Strike or Game of Promotional Lotto Strike due to

fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.

- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto Strike, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 15(h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 15(a) to 15(j) inclusive as those protected by said Rules.

#### **RULE 16            EFFECTIVE DATE**

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

#### **RULE 17            AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO                          STRIKE**

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

**SCHEDULE 1**

**SELLING FEES PAYABLE FOR THE  
MONDAY OR WEDNESDAY OR SATURDAY LOTTO STRIKE THAT APPLY TO RETAILERS  
(OTHER THAN RESELLERS)**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$1.10</b>	\$1.00	\$0.10
2 Game	2	<b>\$2.20</b>	\$2.00	\$0.20
3 Game	3	<b>\$3.30</b>	\$3.00	\$0.30
4 Game	4	<b>\$4.40</b>	\$4.00	\$0.40
5 Game	5	<b>\$5.50</b>	\$5.00	\$0.50
6 Game	6	<b>\$6.60</b>	\$6.00	\$0.60
7 Game	7	<b>\$7.70</b>	\$7.00	\$0.70
8 Game	8	<b>\$8.90</b>	\$8.00	\$0.90
9 Game	9	<b>\$10.00</b>	\$9.00	\$1.00
10 Game	10	<b>\$11.10</b>	\$10.00	\$1.10
11 Game	11	<b>\$12.20</b>	\$11.00	\$1.20
12 Game	12	<b>\$13.30</b>	\$12.00	\$1.30
13 Game	13	<b>\$14.35</b>	\$13.00	\$1.35
14 Game	14	<b>\$15.45</b>	\$14.00	\$1.45
15 Game	15	<b>\$16.55</b>	\$15.00	\$1.55
16 Game	16	<b>\$17.65</b>	\$16.00	\$1.65
17 Game	17	<b>\$18.75</b>	\$17.00	\$1.75
18 Game	18	<b>\$19.85</b>	\$18.00	\$1.85
19 Game	19	<b>\$20.95</b>	\$19.00	\$1.95
20 Game	20	<b>\$22.05</b>	\$20.00	\$2.05
21 Game	21	<b>\$23.15</b>	\$21.00	\$2.15
22 Game	22	<b>\$24.25</b>	\$22.00	\$2.25
23 Game	23	<b>\$25.35</b>	\$23.00	\$2.35
24 Game	24	<b>\$26.50</b>	\$24.00	\$2.50
25 Game	25	<b>\$27.55</b>	\$25.00	\$2.55
26 Game	26	<b>\$28.70</b>	\$26.00	\$2.70
27 Game	27	<b>\$29.80</b>	\$27.00	\$2.80
28 Game	28	<b>\$30.90</b>	\$28.00	\$2.90
29 Game	29	<b>\$32.00</b>	\$29.00	\$3.00
30 Game	30	<b>\$33.10</b>	\$30.00	\$3.10
31 Game	31	<b>\$34.20</b>	\$31.00	\$3.20
32 Game	32	<b>\$35.30</b>	\$32.00	\$3.30
33 Game	33	<b>\$36.40</b>	\$33.00	\$3.40
34 Game	34	<b>\$37.50</b>	\$34.00	\$3.50
35 Game	35	<b>\$38.60</b>	\$35.00	\$3.60

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
36 Game	36	<b>\$39.70</b>	\$36.00	\$3.70
37 Game	37	<b>\$40.80</b>	\$37.00	\$3.80
38 Game	38	<b>\$41.90</b>	\$38.00	\$3.90
39 Game	39	<b>\$43.00</b>	\$39.00	\$4.00
40 Game	40	<b>\$44.10</b>	\$40.00	\$4.10
41 Game	41	<b>\$45.20</b>	\$41.00	\$4.20
42 Game	42	<b>\$46.35</b>	\$42.00	\$4.35
43 Game	43	<b>\$47.45</b>	\$43.00	\$4.45
44 Game	44	<b>\$48.55</b>	\$44.00	\$4.55
45 Game	45	<b>\$49.65</b>	\$45.00	\$4.65
46 Game	46	<b>\$50.75</b>	\$46.00	\$4.75
47 Game	47	<b>\$51.85</b>	\$47.00	\$4.85
48 Game	48	<b>\$52.95</b>	\$48.00	\$4.95
49 Game	49	<b>\$54.05</b>	\$49.00	\$5.05
50 Game	50	<b>\$55.15</b>	\$50.00	\$5.15
Boxed 1 Game	24	<b>\$26.50</b>	\$24.00	\$2.50

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

**SCHEDULE 2**

**SELLING FEES PAYABLE FOR THE  
MONDAY OR WEDNESDAY OR SATURDAY LOTTO STRIKE THAT APPLY TO RESELLERS**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee*</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$1.10</b>	\$1.00	\$0.10
2 Game	2	<b>\$2.20</b>	\$2.00	\$0.20
3 Game	3	<b>\$3.30</b>	\$3.00	\$0.30
4 Game	4	<b>\$4.35</b>	\$4.00	\$0.35
5 Game	5	<b>\$5.45</b>	\$5.00	\$0.45
6 Game	6	<b>\$6.55</b>	\$6.00	\$0.55
7 Game	7	<b>\$7.65</b>	\$7.00	\$0.65
8 Game	8	<b>\$8.75</b>	\$8.00	\$0.75
9 Game	9	<b>\$9.85</b>	\$9.00	\$0.85
10 Game	10	<b>\$10.95</b>	\$10.00	\$0.95
11 Game	11	<b>\$12.00</b>	\$11.00	\$1.00
12 Game	12	<b>\$13.10</b>	\$12.00	\$1.10
13 Game	13	<b>\$14.20</b>	\$13.00	\$1.20
14 Game	14	<b>\$15.30</b>	\$14.00	\$1.30
15 Game	15	<b>\$16.40</b>	\$15.00	\$1.40
16 Game	16	<b>\$17.50</b>	\$16.00	\$1.50
17 Game	17	<b>\$18.60</b>	\$17.00	\$1.60
18 Game	18	<b>\$19.65</b>	\$18.00	\$1.65
19 Game	19	<b>\$20.75</b>	\$19.00	\$1.75
20 Game	20	<b>\$21.85</b>	\$20.00	\$1.85
21 Game	21	<b>\$22.95</b>	\$21.00	\$1.95
22 Game	22	<b>\$24.05</b>	\$22.00	\$2.05
23 Game	23	<b>\$25.15</b>	\$23.00	\$2.15
24 Game	24	<b>\$26.25</b>	\$24.00	\$2.25
25 Game	25	<b>\$27.35</b>	\$25.00	\$2.35
26 Game	26	<b>\$28.40</b>	\$26.00	\$2.40
27 Game	27	<b>\$29.50</b>	\$27.00	\$2.50
28 Game	28	<b>\$30.60</b>	\$28.00	\$2.60
29 Game	29	<b>\$31.70</b>	\$29.00	\$2.70
30 Game	30	<b>\$32.80</b>	\$30.00	\$2.80
31 Game	31	<b>\$33.90</b>	\$31.00	\$2.90
32 Game	32	<b>\$35.00</b>	\$32.00	\$3.00
33 Game	33	<b>\$36.05</b>	\$33.00	\$3.05
34 Game	34	<b>\$37.15</b>	\$34.00	\$3.15
35 Game	35	<b>\$38.25</b>	\$35.00	\$3.25
36 Game	36	<b>\$39.35</b>	\$36.00	\$3.35

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee*</b>	<b>Subscription</b>	<b>Commission</b>
37 Game	37	<b>\$40.45</b>	\$37.00	\$3.45
38 Game	38	<b>\$41.55</b>	\$38.00	\$3.55
39 Game	39	<b>\$42.65</b>	\$39.00	\$3.65
40 Game	40	<b>\$43.70</b>	\$40.00	\$3.70
41 Game	41	<b>\$44.80</b>	\$41.00	\$3.80
42 Game	42	<b>\$45.90</b>	\$42.00	\$3.90
43 Game	43	<b>\$47.00</b>	\$43.00	\$4.00
44 Game	44	<b>\$48.10</b>	\$44.00	\$4.10
45 Game	45	<b>\$49.20</b>	\$45.00	\$4.20
46 Game	46	<b>\$50.30</b>	\$46.00	\$4.30
47 Game	47	<b>\$51.35</b>	\$47.00	\$4.35
48 Game	48	<b>\$52.45</b>	\$48.00	\$4.45
49 Game	49	<b>\$53.55</b>	\$49.00	\$4.55
50 Game	50	<b>\$54.65</b>	\$50.00	\$4.65
Boxed 1 Game	24	<b>\$26.25</b>	\$24.00	\$2.25

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 2, which may be subject to an Ancillary Fee, multiplied by the number of draws that the Entry is entered into.

**PUBLIC LOTTERIES ACT 1996**

**OZ LOTTO - APPROVAL OF AMENDMENT TO THE RULES**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to section 23 of the *Public Lotteries Act 1996* (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of Games of Oz Lotto and Promotional Oz Lotto by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 3 February 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

## **RULE 1            DEFINITIONS**

(a) In these Rules unless inconsistent with the context:

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

- (4) where appropriate a Player's entry in a Game of Promotional Oz Lotto;
- (xii) "Conduct" in relation to a Game of Oz Lotto and a Game of Promotional Oz Lotto has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for a Drawing of a Game of Oz Lotto, determined by the Licensee from time to time;
- (xv) "Drawing" means:
- (1) in relation to a Game of Oz Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xvi) "Drawing Date" in relation to a Game of Oz Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are selected in a Drawing in respect of that Game of Oz Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Oz Lotto;
- (xvii) "Drawing Device" means equipment as Approved by the Minister from time to time used to Conduct a Drawing;
- (xviii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xix) "Entry" means the Numbers in a Game of Oz Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(d)) have been Imprinted on a Ticket, and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Oz Lotto and/or Game of Promotional Oz Lotto via a Computer Linked Terminal;
- (xxi) "Game of Oz Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Oz Lotto;
- (xxii) "Game of Promotional Oz Lotto" means a public lottery Conducted for the purpose of promoting a Game of Oz Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Oz Lotto; and
  - (2) no further Subscription or Commission or Syndicate Share Fee is charged;
- (xxiii) "Game Panel" means:
- (1) a separate matrix in relation to an Entry Coupon containing the Numbers from 1 to 45 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates;

- (xxiv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) "Jackpot Drawing" means the next Drawing of a Game of Oz Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of a Game of Oz Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12(h) Division 1(i);
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxviii) "Minister" means the Minister for the time being administering the Act;
- (xxix) "Multiple Draws Entry" means an Entry that is valid for more than one Drawing;
- (xxx) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
  - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
  - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
  - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.
- (xxxi) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Oz Lotto and entries into Games of Promotional Oz Lotto;
- (xxxv) "Overseas Authority" means a person who is authorised to Conduct Games of Oz Lotto and Games of Promotional Oz Lotto in Participating Areas overseas;
- (xxxvi) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Oz Lotto under a corresponding law;
- (xxxvii) "Player" means a person who:

- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
- (2) holds a valid Entry; and/or
- (3) holds, bears and submits a valid Ticket to the Licensee, a Retailer for the purposes of receiving a Prize; and

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

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

- (li) "Retailer" means a person or agent appointed by the Licensee for purposes associated with Games of Oz Lotto and Games of Promotional Oz Lotto Conducted by the Licensee and includes a Reseller;
- (lii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (liii) "Second Drawing" means an additional Drawing Conducted as part of a Game of Oz Lotto in accordance with the Rules;
- (liv) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (lv) "Standard Entry" means an entry referred to in Rule 8;
- (lvi) "Subscription" means the amounts paid for Entries but does not include the following:
  - (1) Ancillary Fees; or
  - (2) Commission, unless the Act expressly provides otherwise;
- (lvii) "Supplementary Numbers" in relation to a Game of Oz Lotto means the eighth and ninth Numbers drawn for each game;
- (lviii) "Syndicate Entry" is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Oz Lotto or other products is divided into a number of equal shares;
- (lix) "Syndicate Organiser" is a person referred to in Rule 10;
- (lx) "Syndicate Player" means a person who:
  - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
  - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and

includes a person who has validly entered a Game of Promotional Oz Lotto and who holds, bears and submits a ticket in the Game of Promotional Oz Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
- (lxi) "Syndicate Share" means a share of a Syndicate Entry;
- (lxii) "Syndicate Share Fee" means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
- (lxiii) "System Entry" means an Entry referred to in Rule 9;
- (lxiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Oz Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Oz Lotto, and which:
  - (1) contains Entry or Syndicate Share details; and
  - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
  - (3) may include other particulars as determined by the Licensee;

- (lxv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket and which constitute official verification of the valid issue of a Ticket in a particular Game of Oz Lotto;
  - (lxvi) "Winning Numbers" in relation to a Game of Oz Lotto (including a Second Drawing) means the first seven Numbers drawn for each Drawing of a Game of Oz Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2 CONDUCT AND DRAWING OF GAMES OF OZ LOTTO AND GAMES OF PROMOTIONAL OZ LOTTO**

- (a) These Rules are to be read subject to the Act its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Oz Lotto and Game of Promotional Oz Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) A Drawing in relation to a Game of Oz Lotto shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game of Oz Lotto.
- (d) Games of Oz Lotto will be drawn on Tuesday of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be Conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s).
- (f) Certification of the validity of a Drawing by the Minister's nominees shall be final and binding on all Players and Syndicate Players.
- (g) Where a Malfunction in a Drawing Device occurs:
  - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s and/or Supplementary Number/s;
  - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction;
    - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence, as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (h) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (i) The Licensee may Conduct a Game of Promotional Oz Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Oz Lotto in conjunction with another Game

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

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

### **RULE 3 APPLICATION OF RULES**

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

### **RULE 4 OBJECT**

The object of the Game of Oz Lotto is to select seven (7) Winning Numbers in a Game Panel.

## **RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF OZ LOTTO**

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game of Oz Lotto, before the Close of Acceptance of Entries into that Game of Oz Lotto;
  - (i) the Entry or Syndicate Share must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry or Syndicate Share details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player or Syndicate Player must have paid the correct Selling Fee or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Share.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

## **RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

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

subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.

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

## **RULE 7 COMMISSION AND ANCILLARY FEE**

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedules 1 and 2. By entering a Game of Oz Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Oz Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

**RULE 8            STANDARD ENTRY**

- (a) A Standard Entry is the selection of seven (7) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, seven (7) Numbers shall have been marked in each Game Panel completed on the Entry Coupon.
- (d) The minimum number of Standard Entries that can be played is:
  - (i) one (1) Game Panel where entry is made via an Entry Coupon; or
  - (ii) one (1) Game Panel where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
  - (iii) four (4) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8(d)(ii).
- (e) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each Standard Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

**RULE 9            SYSTEM ENTRY**

- (a) A System Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A System Entry may be played as a Multiple Draws Entry, Advance Entry or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a System Entry:
  - (i) For a System 8 to 20 Entry, 8 to 20 numbers shall be selected in a Game Panel;
  - (ii) For a System 5 or 6 Entry, 5 or 6 numbers shall be selected in a Game Panel.
- (d) Where an Entry Coupon is used to effect a System Entry the appropriate System area on the Entry Coupon shall be marked.
- (e) Where an Entry Coupon is used in respect of a System Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each System Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

## **RULE 10 SYNDICATE ENTRY**

- (a) A Syndicate Entry may be formed by:
- (i) the Licensee;
  - (ii) a Retailer;
  - (iii) a group of two (2) or more Retailers
- and each will be known as "Syndicate Organisers".
- (b) If a Syndicate Share is not sold 10 minutes prior to the Close of Acceptance of Entries for the first Drawing applicable to that Syndicate Entry, the Syndicate Share is automatically issued to:
- (i) for a Syndicate Entry formed by one (1) Retailer only, the Retailer that formed that Syndicate Entry.
  - (ii) for a Syndicate Entry formed by a group of two (2) or more Retailers:
    - (1) the Retailer who is responsible for the sale of the Syndicate Share; or
    - (2) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled that Syndicate Share; or
    - (3) in accordance with Rule 10(b)(iii)(2) if the Licensee joined the Syndicate and was responsible for the sale of the relevant Syndicate Share.
  - (iii) for a Syndicate Entry formed by the Licensee:
    - (1) if the Syndicate Share was sold and then cancelled by a Retailer, the Retailer who cancelled the Syndicate Share; or
    - (2) otherwise, the central processing computer equipment will randomly register the Syndicate Share to a person (at no cost to such person) who is at that time a Registered Player.
  - (iv) if a Syndicate Share is issued under Rule 10(b)(i), 10(b)(ii)(1), 10(b)(ii)(2), or 10(b)(ii)(3) the Licensee will collect the amount owing for the Syndicate Share from the Retailer to whom the Syndicate Share is issued under this Rule.
- (c) A Syndicate Entry may only be cancelled if all Syndicate Shares are available for sale.
- (d) A Syndicate Share that is sold but later cancelled is a Syndicate Share that is available for sale.
- (e) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Share purchased by the Syndicate Player.
- (f) Where no Syndicate Share in a Syndicate Entry has been sold at the Close of Acceptance, that Syndicate Entry will be cancelled and:
- (i) is not eligible to be entered into a Game of Oz Lotto; and
  - (ii) shall not be included in a Drawing; and
- no person or other legal entity is entitled to receive any Prize.
- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.

- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.
- (i) A Syndicate Share may not be purchased by post from the Licensee.

**RULE 11 SUBMISSION OF AN ENTRY**

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Oz Lotto or a Game of Promotional Oz Lotto.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share.
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
  - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
  - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:  
  
*The Chief Executive Officer  
New South Wales Lotteries;*  
  
Email to: [Customersupport@nswlotteries.com.au](mailto:Customersupport@nswlotteries.com.au); or  
Mail to: *Locked Bag 7, COORPAROO DC QLD 4151*  
  
or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry or, in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Share as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the first Game of Oz Lotto relating to that Entry or Syndicate Entry Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.

- (j) Other than as provided for in Rule 6(e), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Oz Lotto
  - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Oz Lotto;
  - (ii) Without limiting Rule 11(k)(i), the form of entry in a Game of Promotional Oz Lotto may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document;
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Game of Promotional Oz Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Oz Lotto:
    - (1) constitutes the Player's or Syndicate Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Oz Lotto.

**RULE 12 PRIZES**

- (a) The Prize Allocation in a Game of Oz Lotto shall be not less than sixty percent (60%) of Subscriptions.
- (b) The Prize Pool in a Game of Oz Lotto shall be funded from the Prize Allocation and shall be not less than fifty five percent (55%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Oz Lotto shall be funded from the Prize Allocation and shall retain not more than five percent (5%) of Subscriptions, and shall be used to:
  - (i) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 12(h);
  - (ii) fund any prize payable pursuant to Rule 12(i), Rule 12(j) and Rule 12(k).
- (d) Prizes for each Game of Oz Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12(h) Division 1, Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7.
- (e) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (f) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Share.
- (g) Subject to Rule 12(f), the amount payable in respect of a Syndicate Share shall be rounded to the nearest cent.
- (h) The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up

shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund.

- (i) Unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified.

Division 1 -

- (i) A Prize of an amount equal to 40% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains all seven (7) Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee;
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% of the Prize Pool shall be retained in the Prize Reserve Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, contains all seven (7) Winning Numbers in the Jackpot Drawing; provided that no such additional jackpotting shall be effected for more than twenty five (25) consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty five (25) consecutive games of that type and there is no such Prize payable in respect of any Entry or Syndicate Entry in the next (or 26th) consecutive game of that type, then the total Prize money payable in respect of such additions or jackpot, when added to the Division 1 Prize payable in respect of such 26th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry .

Division 2 -

A Prize of an amount equal to 1.7% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains six (6) but not more than six (6) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 3.5% of the Prize Pool, or where there is no Prize winner in Division 2, 5.2% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which, contains six (6) but no more than six (6) of the seven (7) Winning Numbers.

Division 4 -

A Prize of an amount equal to 1.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains five (5) but not more than five (5) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

Division 5 -

A Prize of an amount equal to 2.1% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the seven (7) Winning Numbers.

Division 6 -

A Prize of an amount equal to 24% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the seven (7) Winning Numbers.

Division 7 -

A Prize of an amount equal to 26.9% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the seven (7) Winning Numbers together with one or both of the Supplementary Numbers.

(j) Second Drawing

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

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

(k) A Game of Oz Lotto may include:

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

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

(l) Prizes in a Game of Promotional Oz Lotto

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

- (iii) A Prize in a Game of Promotional Oz Lotto must not consist of or include liquor within the meaning of the Liquor Act 2007.
- (m) Determination of Prizes in a Game of Promotional Oz Lotto
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Oz Lotto;
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Oz Lotto Conducted by it;
  - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Oz Lotto, including (but not limited to) the following:
    - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
    - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
    - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
    - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
    - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent;
  - (iv) The Prizes in a Game of Promotional Oz Lotto are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Oz Lotto.

**RULE 13 ANNOUNCEMENT OF PRIZES**

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

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

**RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

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

Prizes paid in accordance with this Rule 14(e) will be paid not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer.
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by a

Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.

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

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

A claim not received in accordance with this Rule 14(i) will be rejected and the Licensee shall have no liability in relation thereto.

- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (k) A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.
- (l) A:
  - (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
  - (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not has not been paid in accordance with Rule 14(e);

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

- (m) The particulars required in accordance with the provisions of Rules 14(a), 14(b), 14(i), and 14(k) are:
  - (i) the name and address of the Player or Syndicate Player;
  - (ii) the Ticket Number;

- (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
  - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (n) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or Share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or share of a Prize amount as determined by the Chief Executive Officer.
- (o) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(a)(xxxvii) or elements (1) or (2) contained in Rule 1(a)(ix) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (p) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player or Syndicate Player in accordance with these Rules.
- (q) Subject to Rule 14(i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof.
- (r) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (s) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto.
- (t) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket.
- (u) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player or Syndicate Player.
- (v) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.

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

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

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

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

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

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

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

- (ii) The Licensee may record on an entry in a Game of Promotional Oz Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional Oz Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Oz Lotto, on which such a test is recorded, if the entry does not satisfy the test.

## **RULE 15            DISQUALIFICATIONS**

- (a) Notwithstanding that:

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

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

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

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

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

- (d) If an Entry or Syndicate Entry that would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.

- (e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 15(d) then:

- (i) in the case of a Division 1 Prize, the provisions of Rule 12(h)(ii) will apply;

- (ii) otherwise the value and number of winners will be varied in accordance with Rule 12(i) Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 as the case may be.

**RULE 16            LIMITATION OF LIABILITY**

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

- (3) the completion of a Prize claim form;
  - (4) the receipt of a Prize claim form;
  - (5) the processing of a Prize claim;
  - (6) the payment of a Prize;
  - (7) the cancellation of a Ticket; and
- (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every employee of a Retailer shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Game of Oz Lotto or Game of Promotional Oz Lotto; and
  - (ii) without prejudice to the generality of Rule 16(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Oz Lotto or entry in a Game of Promotional Oz Lotto received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Oz Lotto or Game of Promotional Oz Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Oz Lotto, a Retailer shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16(h), in the acceptance of Commission in respect of an Entry by a Retailer, on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.

- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16(a) to 16(j) inclusive as those protected by said Rules.

**RULE 17            EFFECTIVE DATE**

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

**RULE 18            AGREEMENTS RELATING TO A GAME OF PROMOTIONAL OZ LOTTO**

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

**SCHEDULE 1**

**SELLING FEES PAYABLE FOR THE GAME OF OZ LOTTO THAT APPLY TO RETAILERS  
(OTHER THAN RESELLERS)**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$1.30</b>	\$1.20	\$0.10
2 Games	2	<b>\$2.65</b>	\$2.40	\$0.25
3 Games	3	<b>\$3.95</b>	\$3.60	\$0.35
4 Games	4	<b>\$5.30</b>	\$4.80	\$0.50
5 Games	5	<b>\$6.60</b>	\$6.00	\$0.60
6 Games	6	<b>\$8.00</b>	\$7.20	\$0.80
7 Games	7	<b>\$9.25</b>	\$8.40	\$0.85
8 Games	8	<b>\$10.60</b>	\$9.60	\$1.00
9 Games	9	<b>\$11.90</b>	\$10.80	\$1.10
10 Games	10	<b>\$13.25</b>	\$12.00	\$1.25
11 Games	11	<b>\$14.55</b>	\$13.20	\$1.35
12 Games	12	<b>\$15.90</b>	\$14.40	\$1.50
13 Games	13	<b>\$17.20</b>	\$15.60	\$1.60
14 Games	14	<b>\$18.50</b>	\$16.80	\$1.70
15 Games	15	<b>\$19.85</b>	\$18.00	\$1.85
16 Games	16	<b>\$21.20</b>	\$19.20	\$2.00
17 Games	17	<b>\$22.50</b>	\$20.40	\$2.10
18 Games	18	<b>\$23.80</b>	\$21.60	\$2.20
19 Games	19	<b>\$25.15</b>	\$22.80	\$2.35
20 Games	20	<b>\$26.45</b>	\$24.00	\$2.45
21 Games	21	<b>\$27.80</b>	\$25.20	\$2.60
22 Games	22	<b>\$29.10</b>	\$26.40	\$2.70
23 Games	23	<b>\$30.45</b>	\$27.60	\$2.85
24 Games	24	<b>\$31.80</b>	\$28.80	\$3.00
25 Games	25	<b>\$33.10</b>	\$30.00	\$3.10
26 Games	26	<b>\$34.40</b>	\$31.20	\$3.20
27 Games	27	<b>\$35.75</b>	\$32.40	\$3.35
28 Games	28	<b>\$37.05</b>	\$33.60	\$3.45
29 Games	29	<b>\$38.40</b>	\$34.80	\$3.60
30 Games	30	<b>\$39.70</b>	\$36.00	\$3.70
31 Games	31	<b>\$41.05</b>	\$37.20	\$3.85
32 Games	32	<b>\$42.35</b>	\$38.40	\$3.95
33 Games	33	<b>\$43.70</b>	\$39.60	\$4.10
34 Games	34	<b>\$45.00</b>	\$40.80	\$4.20
35 Games	35	<b>\$46.35</b>	\$42.00	\$4.35

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
36 Games	36	<b>\$47.60</b>	\$43.20	\$4.40
37 Games	37	<b>\$48.95</b>	\$44.40	\$4.55
38 Games	38	<b>\$50.30</b>	\$45.60	\$4.70
39 Games	39	<b>\$51.60</b>	\$46.80	\$4.80
40 Games	40	<b>\$52.95</b>	\$48.00	\$4.95
41 Games	41	<b>\$54.25</b>	\$49.20	\$5.05
42 Games	42	<b>\$55.60</b>	\$50.40	\$5.20
43 Games	43	<b>\$56.90</b>	\$51.60	\$5.30
44 Games	44	<b>\$58.25</b>	\$52.80	\$5.45
45 Games	45	<b>\$59.55</b>	\$54.00	\$5.55
46 Games	46	<b>\$60.90</b>	\$55.20	\$5.70
47 Games	47	<b>\$62.20</b>	\$56.40	\$5.80
48 Games	48	<b>\$63.55</b>	\$57.60	\$5.95
49 Games	49	<b>\$64.85</b>	\$58.80	\$6.05
50 Games	50	<b>\$66.20</b>	\$60.00	\$6.20
System 5	780	<b>\$1,032.40</b>	\$936.00	\$96.40
System 6	39	<b>\$51.60</b>	\$46.80	\$4.80
System 8	8	<b>\$10.60</b>	\$9.60	\$1.00
System 9	36	<b>\$47.60</b>	\$43.20	\$4.40
System 10	120	<b>\$158.85</b>	\$144.00	\$14.85
System 11	330	<b>\$436.80</b>	\$396.00	\$40.80
System 12	792	<b>\$1,048.30</b>	\$950.40	\$97.90
System 13	1,716	<b>\$2,271.30</b>	\$2,059.20	\$212.10
System 14	3,432	<b>\$4,542.60</b>	\$4,118.40	\$424.20
System 15	6,435	<b>\$8,517.35</b>	\$7,722.00	\$795.35
System 16	11,440	<b>\$15,142.00</b>	\$13,728.00	\$1,414.00
System 17	19,448	<b>\$25,741.35</b>	\$23,337.60	\$2,403.75
System 18	31,824	<b>\$42,122.25</b>	\$38,188.80	\$3,933.45
System 19	50,388	<b>\$66,693.55</b>	\$60,465.60	\$6,227.95
System 20	77,520	<b>\$102,605.45</b>	\$93,024.00	\$9,581.45

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

**SCHEDULE 2**

**SELLING FEES PAYABLE FOR THE GAME OF OZ LOTTO THAT APPLY TO RESELLERS**

<b>Entry Type</b>	<b>Equivalent Standard Games</b>	<b>Selling Fee*</b>	<b>Subscription</b>	<b>Commission</b>
1 Game	1	<b>\$1.30</b>	\$1.20	\$0.10
2 Games	2	<b>\$2.60</b>	\$2.40	\$0.20
3 Games	3	<b>\$3.90</b>	\$3.60	\$0.30
4 Games	4	<b>\$5.25</b>	\$4.80	\$0.45
5 Games	5	<b>\$6.55</b>	\$6.00	\$0.55
6 Games	6	<b>\$7.90</b>	\$7.20	\$0.70
7 Games	7	<b>\$9.20</b>	\$8.40	\$0.80
8 Games	8	<b>\$10.50</b>	\$9.60	\$0.90
9 Games	9	<b>\$11.85</b>	\$10.80	\$1.05
10 Games	10	<b>\$13.10</b>	\$12.00	\$1.10
11 Games	11	<b>\$14.45</b>	\$13.20	\$1.25
12 Games	12	<b>\$15.75</b>	\$14.40	\$1.35
13 Games	13	<b>\$17.05</b>	\$15.60	\$1.45
14 Games	14	<b>\$18.35</b>	\$16.80	\$1.55
15 Games	15	<b>\$19.70</b>	\$18.00	\$1.70
16 Games	16	<b>\$21.00</b>	\$19.20	\$1.80
17 Games	17	<b>\$22.30</b>	\$20.40	\$1.90
18 Games	18	<b>\$23.60</b>	\$21.60	\$2.00
19 Games	19	<b>\$24.95</b>	\$22.80	\$2.15
20 Games	20	<b>\$26.25</b>	\$24.00	\$2.25
21 Games	21	<b>\$27.55</b>	\$25.20	\$2.35
22 Games	22	<b>\$28.85</b>	\$26.40	\$2.45
23 Games	23	<b>\$30.15</b>	\$27.60	\$2.55
24 Games	24	<b>\$31.50</b>	\$28.80	\$2.70
25 Games	25	<b>\$32.80</b>	\$30.00	\$2.80
26 Games	26	<b>\$34.10</b>	\$31.20	\$2.90
27 Games	27	<b>\$35.40</b>	\$32.40	\$3.00
28 Games	28	<b>\$36.70</b>	\$33.60	\$3.10
29 Games	29	<b>\$38.05</b>	\$34.80	\$3.25
30 Games	30	<b>\$39.35</b>	\$36.00	\$3.35
31 Games	31	<b>\$40.65</b>	\$37.20	\$3.45
32 Games	32	<b>\$41.95</b>	\$38.40	\$3.55
33 Games	33	<b>\$43.30</b>	\$39.60	\$3.70
34 Games	34	<b>\$44.60</b>	\$40.80	\$3.80
35 Games	35	<b>\$45.90</b>	\$42.00	\$3.90

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
36 Games	36	<b>\$47.25</b>	\$43.20	\$4.05
37 Games	37	<b>\$48.60</b>	\$44.40	\$4.20
38 Games	38	<b>\$49.90</b>	\$45.60	\$4.30
39 Games	39	<b>\$51.15</b>	\$46.80	\$4.35
40 Games	40	<b>\$52.45</b>	\$48.00	\$4.45
41 Games	41	<b>\$53.80</b>	\$49.20	\$4.60
42 Games	42	<b>\$55.10</b>	\$50.40	\$4.70
43 Games	43	<b>\$56.40</b>	\$51.60	\$4.80
44 Games	44	<b>\$57.70</b>	\$52.80	\$4.90
45 Games	45	<b>\$59.00</b>	\$54.00	\$5.00
46 Games	46	<b>\$60.35</b>	\$55.20	\$5.15
47 Games	47	<b>\$61.70</b>	\$56.40	\$5.30
48 Games	48	<b>\$63.00</b>	\$57.60	\$5.40
49 Games	49	<b>\$64.35</b>	\$58.80	\$5.55
50 Games	50	<b>\$65.65</b>	\$60.00	\$5.65
System 5	780	<b>\$1,023.05</b>	\$936.00	\$87.05
System 6	39	<b>\$51.15</b>	\$46.80	\$4.35
System 8	8	<b>\$10.50</b>	\$9.60	\$0.90
System 9	36	<b>\$47.25</b>	\$43.20	\$4.05
System 10	120	<b>\$157.40</b>	\$144.00	\$13.40
System 11	330	<b>\$432.85</b>	\$396.00	\$36.85
System 12	792	<b>\$1,038.80</b>	\$950.40	\$88.40
System 13	1,716	<b>\$2,250.70</b>	\$2,059.20	\$191.50
System 14	3,432	<b>\$4,501.40</b>	\$4,118.40	\$383.00
System 15	6,435	<b>\$8,440.15</b>	\$7,722.00	\$718.15
System 16	11,440	<b>\$15,004.70</b>	\$13,728.00	\$1,276.70
System 17	19,448	<b>\$25,508.00</b>	\$23,337.60	\$2,170.40
System 18	31,824	<b>\$41,740.35</b>	\$38,188.80	\$3,551.55
System 19	50,388	<b>\$66,088.90</b>	\$60,465.60	\$5,623.30
System 20	77,520	<b>\$101,675.25</b>	\$93,024.00	\$8,651.25

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 2, which may be subject to an Ancillary Fee, multiplied by the number of draws that the Entry is entered into.

**PUBLIC LOTTERIES ACT 1996**

**SET FOR LIFE - APPROVAL OF AMENDMENT TO THE RULES**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to section 23 of the *Public Lotteries Act 1996* (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of Games of Set for Life and Promotional Set for Life by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 3 February 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

## RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996 any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (ii) "Advance Entry" means an Entry for a nominated Draw at least 8 days in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee.
  - (iii) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Set For Life;
  - (iv) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player from whom a Reseller accepts a Subscription;
  - (v) "Approved" means approved in writing by the Minister;
  - (vi) "Automatic Entry" means an Entry in respect of a Game of Set For Life made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
    - (1) The selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
    - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
  - (vii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(g);
  - (viii) "Close of Acceptance" means the day and time of day determined by the Licensee after which Entries will not be accepted in respect of a particular Drawing;
  - (ix) "Commission" means an amount:
    - (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person's capacity as a Retailer); and
    - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
  - (x) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Set For Life or Games of Promotional Set For Life;
  - (xi) "Computer Records" means the sum of information which is provided to the

Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:

- (1) a Player's Entry in a Game of Set For Life;
  - (2) where appropriate a Player's entry in a Game of Promotional Set For Life
- (xiii) "Conduct" in relation to a Game of Set For Life and a Game of Promotional Set For Life has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiv) "Director" means a Director of the Board of Directors of the Licensee;
- (xv) "1<sup>st</sup> Prize Guarantee" means the 1<sup>st</sup> Prize amounts for the Set For Life as set out in Rule 10(g);
- (xvi) "Drawing" means:
- (1) in relation to a Game of Set For Life (but not including a Second Drawing) the selection of the Winning Numbers and the two Extra Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xvii) "Drawing Date" in relation to a Game of Set For Life means the date on which the Winning Numbers and the two Extra Numbers are selected in respect of that Game of Set For Life and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Set For Life;
- (xviii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xix) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xx) "Entry" means the Numbers in a Game of Set For Life which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee , as the case may be, has been paid;
- (xxi) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Set For Life and/or a Game of Promotional Set For Life via a Computer Linked Terminal;
- (xxii) "Game of Set For Life" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Set For Life;
- (xxiii) "Game of Promotional Set For Life" means a public lottery Conducted for the purpose of promoting a Game of Set For Life, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Set For Life; and

- (2) no further Subscription or Commission is charged;
- (xxiv) "Game Panel" or "Set Panel" means:
- (1) a separate matrix on an Entry Coupon containing the Numbers from 1 to 37 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates.
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment; to operate in the manner in which it is designed to operate;
- (xxviii) "Minister" means the Minister for the time being administering the Act;
- (xxix) "Set For Life" means the Game of Set For Life drawn, unless the Licensee determines otherwise, every day of each week;
- (xxx) "Multiple Weeks Exchange Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multiple Weeks Ticket to collect or to claim a Prize won in respect of that Multiple Weeks Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Weeks Ticket;
  - (3) where the Multiple Weeks Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Weeks Ticket surrendered;
  - (4) where the Multiple Weeks Exchange Ticket shall be considered the Multiple Weeks Ticket in respect of the remaining Drawings/s.
- (xxxi) "Multiple Weeks Ticket" means a Ticket issued in respect of a Multiple Weeks Entry;
- (xxxii) "Multiple Weeks Entry" means more than one (1) Weekly Entry that is valid in multiples of seven (7) consecutive Drawings;
- (xxxiii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiv) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Set For Life and entries into Games of Promotional Set For Life;

- (xxxvi) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Set For Life under a corresponding law;
- (xxxvii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Set For Life and who holds, bears and submits a ticket in the Game of Promotional Set For Life to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xxxviii) "Prize" means any Prize determined in accordance with Rule 10;
- (xxxix) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Set For Life as specified in Rule 10(a);
- (xl) "Prize Fund" means an account established under Section 27 of the Act and known as the Set For Life Prize Fund Account;
- (xli) "Prize Pool" has the meaning in Rule 10(a)(b);
- (xlii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 10(a)(c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xliii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Set For Life and Games of Promotional Set For Life pursuant to Section 12 of the Act;
- (xliv) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xlv) "Provisional Prize" is a Prize in 1<sup>st</sup> Prize and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvi) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlvii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;

- (xlviii) "Regulation" means a regulation made under the Act;
- (xlix) "Reseller" means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Set for Life and instructions with respect to a Game of Promotional Set for Life from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (l) "Retailer" means a person or agent appointed by the Licensee for purposes associated with Games of Set For Life and Games of Promotional Set For Life Conducted by the Licensee and includes a Reseller;
- (li) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lii) "Second Drawing" means an additional Drawing conducted as part of a Game of Set For Life in accordance with the Rules;
- (liii) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (liv) "Standard Entry or "Set" means the Entry referred to in Rule 7;
- (lv) "Subscription" means the amounts paid for Entries but does not include the following:
  - (1) Ancillary Fees; or
  - (2) Commission, unless the Act expressly provides otherwise;
- (lvi) "Extra Numbers" in relation to a Game of Set For Life means the ninth and tenth Numbers drawn for each Game of Set For Life;
- (lvii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Set For Life, and which:
  - (1) contains Entry details; and
  - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
  - (3) may include other particulars as determined by the Licensee;
- (lviii) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a particular Game of Set For Life;
- (lix) "Weekly Entry" means an Entry that is valid for seven consecutive (7) Drawings;
- (lx) "Winning Numbers" in relation to a Game of Set For Life (including a Second Drawing) means the first eight numbers drawn for each Drawing of a Game of Set For Life.

(b) In these Rules unless inconsistent with the context:

- (i) a reference to the singular shall include the plural, and vice versa;
- (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2 CONDUCT AND DRAWING OF GAMES OF SET FOR LIFE AND GAMES OF PROMOTIONAL SET FOR LIFE**

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

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

- (f) Where a Malfunction in a Drawing Device occurs:
  - (i) the Number/s drawn before a Malfunction has commenced shall be invalid Number/s;
  - (ii) The Drawing shall be declared null and void; and
    - (1) Another Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Extra Numbers are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Set For Life in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Set For Life in conjunction with another Game of Set For Life or separately from a Game of Set For Life or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Set For Life shall, at commencement, have a Prize structure as

determined by the Chief Executive Officer.

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

### **RULE 3 APPLICATION OF RULES**

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

### **RULE 4 OBJECT**

The Object of the Game of Set For Life is to select eight (8) Winning Numbers in a Game Panel.  
Issue number 10.0

Effective 3 February 2020

**RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF SET FOR LIFE**

- (a) In order for an Entry to be eligible for inclusion in a Game of Set For Life, before the Close of Acceptance of Entries into that Game of Set For Life;
  - (i) the Entry must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player must have paid the correct Selling Fee as the case may be in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

**RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

- (a) An Entry Coupon may be used by a Player to enter a Game of Set For Life by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee .
- (c) Subject to Rule 6(e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form issued by the Licensee or its Retailer to the Player evidencing the Player's Entry, as the case may be. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (d) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 13 the following apply –
  - (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
  - (ii) A Retailer who has sold an Entry into a Game of Set For Life may cancel the Entry and the Ticket to which it relates.

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

responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.

- (l) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

**RULE 7 COMMISSION AND ANCILLARY FEE**

- (a) The Licensee is Approved to charge a Player Commission as specified in these Rules in the Schedules 1 and 2 in respect of the Set For Life. By entering a Game of Set For Life the Player accepts liability to pay the Commission to the Licensee.
- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

**RULE 8 STANDARD ENTRY**

- (a) A Standard Entry is the selection of eight (8) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry must be played as a Weekly Entry or Advance Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, eight (8) Numbers shall have been marked in the Game Panel completed on the Entry Coupon.
- (d) The number of Standard Entries that must be played in each Drawing is two (2) or more.
- (e) Where an Entry Coupon is used in respect of a Standard Entry and two or more Game Panels have been marked the Player may request additional Standard Games and/or Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each Weekly Entry Set For Life is set out in the Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

**RULE 9 SUBMISSION OF AN ENTRY**

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

and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 9(f)(i) should be addressed:-

*The Chief Executive  
Officer New South  
Wales Lotteries;*

Email to: [Customersupport@nswlotteries.com.au](mailto:Customersupport@nswlotteries.com.au); or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of entry, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the first Set For Life Drawing relating to that Entry. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(e) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
- (k) Form of entry in a Game of Promotional Set For Life:
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Set For Life;
- (ii) Without limiting Rule 9(k)(i), the form of entry in a Game of Promotional Set For Life may be any of the following (or combination of the following):
- (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Set For Life is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Set For Life:
- (1) constitutes the Player's official receipt;

- (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
- (3) is to be the only document issued by the Licensee or its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Set For Life.

## **RULE 10 PRIZES**

- (a) The Prize Allocation in a Game of Set For Life shall be not less than sixty three and one quarter percent (63.25%) of Subscriptions.
- (b) The Prize Pool in a Game of Set For Life shall be funded from the Prize Allocation and shall be not more than forty percent (40%) of Subscriptions for a Game of Set For Life.
- (c) The Prize Reserve Fund in respect of a Game of Set For Life shall be funded from the Prize Allocation and shall retain not less than twenty three and one quarter percent (23.25%) of Subscriptions for a Game of Set For Life.
- (d) The Prize Reserve Fund in respect of a Game of Set For Life shall be used to:
  - (i) fund any difference between a 1<sup>st</sup> Prize Guarantee and the Prize Pool allocation pursuant to Rule 10(g);
  - (ii) fund any prize payable pursuant to Rule 10(i), Rule 10(j) and Rule 10(k) .
- (e) Prizes for each Game of Set For Life shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund.
- (f) Except as provided for in Rule 10(g)(i) in respect of the 1<sup>st</sup> Prize for Set For Life, any Prize shall, where only one (1) Entry is eligible for that Prize, be payable in respect of that Entry, or shall, where two (2) or more Entries are eligible for that Prize, be shared equally between those Entries.
- (g) Unless otherwise Approved, the Prize Pool and the Prize Reserve Fund will be distributed in the following indicative amounts or percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than 1<sup>st</sup> Prize shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund. Where there is no winner in prize levels 2, 3, 4, 5, 6, 7 or 8, the percentage of the Prize Pool specified in that prize level shall be added to the percentage of the Prize Pool specified in the next lower prize level that contains a winning Entry or Entries in that Drawing or, if there are no Prize winning entries in any lower Division, the next higher prize level that contains a winning Entry or Entries.

### 1<sup>st</sup> Prize -

- (i) A Prize of an amount equal to 0.0% of the Prize Pool plus the amount set out below from the Prize Reserve Fund shall be payable in respect of any Entry which contains all eight (8) Winning Numbers. Such amount shall be paid from monies held in the Prize Reserve Fund as follows:

- (1) If there are no more than four (4) 1<sup>st</sup> Prize winners - the maximum total sum of \$19,200,000 but not exceeding \$4,800,000 for each 1<sup>st</sup> Prize winner will be paid by equal monthly instalments of \$20,000.00 per month for 20 years to each 1<sup>st</sup> Prize winner; or
  - (2) If there are more than four (4) 1<sup>st</sup> Prize winners, the maximum total sum of \$19,200,000 will be shared equally among those 1<sup>st</sup> Prize winners and paid by equal monthly instalments (subject to rounding up to the nearest sum containing a one (1) cent multiple) for 20 years;
- (ii) 1st Prizes will be paid by 240 equal monthly instalments to each 1st Prize winner with the first instalment being paid by the lottery operator as soon as practicable after 14 days following the Drawing and with each subsequent instalment being paid on the 15th day of each subsequent month until all instalments have been paid.
  - (iii) If no 1st Prize is payable in respect of any Entry, the amount of such Prizes shall be retained in the Prize Reserve Fund.

2<sup>nd</sup> Prize -

A Prize of an amount equal to 1.99% of the Prize Pool shall be payable in respect of any Entry which contains seven (7) Winning Numbers together with either of the Extra Numbers.

3<sup>rd</sup> Prize -

A Prize of an amount equal to 1.91% of the Prize Pool shall be payable in respect of any Entry which contains seven (7) Winning Numbers.

4<sup>th</sup> Prize -

A Prize of an amount equal to 2.06% of the Prize Pool shall be payable in respect of any Entry which contains six (6) Winning Numbers together with one (1) or both of the Extra Numbers.

5<sup>th</sup> Prize -

A Prize of an amount equal to 3.59% of the Prize Pool shall be payable in respect of any Entry which contains six (6) Winning Numbers .

6<sup>th</sup> Prize -

A Prize of an amount equal to 9.92% of the Prize Pool shall be payable in respect of any Entry which contains five (5) Winning Numbers together with one (1) or both of the Extra Numbers.

7<sup>th</sup> Prize -

A Prize of an amount equal to 27.48% of the Prize Pool shall be payable in respect of any Entry which contains five (5) Winning Numbers.

8<sup>th</sup> Prize -

A Prize of an amount equal to 53.05% of the Prize Pool shall be payable in respect of any Entry which contains four (4) Winning Numbers together with one (1) or both of the Extra Numbers.

(h) Each Standard Entry in each Drawing of a Game of Set For Life cannot win a prize in more than 1 prize level.

(i) Second Drawing

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

(i) the Second Drawing shall be conducted following any Drawing of the Set For Life, or any combination thereof;

(ii) an Entry made in respect of Set For Life shall be automatically entered into the Second Drawing in respect of that Set For Life and such Entry shall not require the payment of any further Subscription;

(iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries each of which, contains all the Winning Numbers;

(iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;

(v) the Second Drawing may involve the Drawing of any Extra Numbers; and

(vi) the Second Drawing shall not constitute a separate Game of Set For Life but shall be part of the Set For Life.

(j) A Game of Set For Life may include:

(i) an additional Prize or Prizes; and/or

(ii) Prizes paid on special occasions; and/or

(iii) Prizes paid pursuant to Rule 10(i);

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

(k) Prizes in a Game of Promotional Set For Life

(i) The Prizes payable in a Game of Promotional Set For Life may consist of one or more of the following:

(1) money;

(2) holidays;

- (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Game of Set For Life or another lottery Conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
- (ii) A Prize in a Game of Promotional Set For Life must not consist of or include tobacco.
  - (iii) A Prize in a Game of Promotional Set For Life must not consist of or include liquor within the meaning of the Liquor Act 2007.
- (l) Determination of Prizes in a Game of Promotional Set For Life
    - (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Set For Life.
    - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Set For Life Conducted by it.
    - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Set For Life, including (but not limited to) the following:
      - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
      - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
      - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
      - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
      - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
    - (iv) The Prizes in a Game of Promotional Set For Life are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Set For Life.

**RULE 11 ANNOUNCEMENT OF PRIZES**

- (a) Following each Drawing of a Game of Set For Life the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:

- (i) the Winning Numbers and the Extra Numbers;
  - (ii) the total amount of the Prize Pool and Prize Reserve Fund allocated to each prize level;
  - (iii) the value of each Prize level and the number of Prize Winners in each Prize level.
- (b) Following each Drawing of a Game of Set For Life the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
- (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 9(f)(i) or where Provisional Prize Winners are not Registered Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rule 12(a), Rule 12(b), Rule 12(i) and Rule 12(k) must be made.
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Set For Life as soon as possible after the completion of such Game of Promotional Set For Life.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

**RULE 12 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Game of Set For Life:
- (i) Other than as provided for Registered Players, any 1<sup>st</sup> Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 12(n) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 12(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a 1<sup>st</sup> Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize in accordance with Rule 12(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 12(d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, other than 1st Prizes which are only payable by electronic funds transfer.

- (e) The right of a 1<sup>st</sup> Prize winner to receive an instalment of any Prize, including the 1<sup>st</sup> Prize, is not transferable or assignable.
- (f) If the winner of a 1<sup>st</sup> Prize receives one or more instalments of the 1<sup>st</sup> Prize and then fails to update his or her personal details and/or his or her nominated bank account details resulting in an instalment of the prize being unpaid to such winner then the relevant unpaid instalment of the prize will remain payable to such winner.
- (g) For Registered Players:
  - (i) a Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize in which case it will be paid in accordance with Rules 12(b)-(d);
  - (ii) a Prize not claimed or paid in accordance with Rule 12(g)(i) may be paid by the Licensee either:
    - (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, or
    - (2) if the Licensee agrees, by cheque once the accumulated and consolidated value of Prizes payable to a Registered Player reaches a threshold amount determined by the Chief Executive Officer.

Prizes paid in accordance with this Rule 12(g) will be paid not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer. For the avoidance of doubt, 1<sup>st</sup> Prizes will not be paid by cheque.

- (h) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (i) Subject to Rule 12(a), Rule 12(b), Rule 12(c), Rule 12(d), Rule 12(g) and Rule 12(h) above, a Player being eligible for a Prize on a Multiple Weeks Ticket may claim or collect that Prize and be issued with a Multiple Weeks Exchange Ticket for any subsequent valid Drawings. For Registered Players, any unclaimed Multiple Weeks Ticket Prizes will not be paid until after the last Drawing on the winning Ticket;
- (j) A Prize not paid by a Retailer in accordance with Rule 12(h) will be paid by the Licensee either by cheque (if agreed by the Licensee and only once the accumulated and consolidated value of Prizes payable reaches a threshold amount determined by the Chief Executive Officer), or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (k) A:
  - (i) Registered Player who claims to be entitled to a 1<sup>st</sup> Prize pursuant to Rule 12(b) and who has not been notified within five (5) days in accordance with Rule 12(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
  - (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 12(n) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

A claim not received in accordance with this Rule 12(k) will be rejected and the Licensee shall have no liability in relation thereto.

- (l) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 12(k) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (m) A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.
- (n) A:
  - (i) Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
  - (ii) Registered Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 12(g);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 12(n).
- (o) The particulars required in accordance with the provisions of Rule 12(a), Rule 12(b), Rule 12(k) and Rule 12(m), are:
  - (i) the name and address of the Player ;
  - (ii) the Ticket Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's registration number if a Registered Player;
  - (v) the winning Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (p) Notwithstanding the provisions of this Rule 12, if an Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize or share of a Prize as is being paid to winning Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (q) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion,

require a person claiming to be entitled to a Prize or a Provisional Prize to furnish the winning Ticket together with such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement must be proved to the satisfaction of the Chief Executive Officer notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(a)(xxxvii) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement. Any determination made the Chief Executive Officer in such circumstances shall be final and binding.

- (r) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (s) Subject to Rule 12(k), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.
- (t) The payment of a Prize or share of a Prize to any Player who is known to have died before receiving any or all of the monthly Instalments shall be paid in a single lump sum to the deceased winner's estate, subject to the provision of documentation acceptable to the Chief Executive Officer.
- (u) Subject to Section 27 of the Act and Rule 12(f), all unclaimed shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (v) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (w) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player.
- (x) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (y) Any Prize or share of a Prize sent by the Licensee to a Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (z) The payment of all Prizes pursuant to this Rule 12 will discharge the Licensee from liability notwithstanding the existence of any trust whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 12 and the Chief Executive Officer is, after such payment has been made, of the view that:

- (i) the Player was not the Player to whom such payment should have been made; or
- (ii) a Prize is not payable to the Player;

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

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

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

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

- (aa) Any Prize or share of a Prize to be paid in accordance with Rule 10(i) or Rule 10(k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (bb) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (cc) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner (which is a requirement).
- (dd) The Licensee accepts no responsibility or liability for lost or stolen Tickets. The Licensee is not liable to pay a prize where the winning Ticket cannot be furnished. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (ee) Payment of Prizes in a Game of Promotional Set For Life

- (i) A Prize is not payable in a Game of Promotional Set For Life unless:
  - (1) the entry submitted in a Game of Promotional Set For Life is in the form determined by the Chief Executive Officer under Rule 9(k)(i); and
  - (2) if the form of entry requires the Player to have purchased a Ticket in a Game of Set For Life, the Ticket in the Game of Set For Life must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game of Set For Life is valid; and
  - (3) the claimant has complied with all conditions relating to the Game of Promotional Set For Life advertised under Rule 10(l)(ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Set For Life a verification code or other test and use it to determine whether the entry in a Game of Promotional Set For Life is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Set For Life, on which such a test is recorded, if the entry does not satisfy the test.

## **RULE 13                    DISQUALIFICATIONS**

(a) Notwithstanding that:

- (i) acceptance of Entries into a Game of Set For Life has closed;
- (ii) a Ticket may have issued; or
- (iii) a Drawing has occurred in respect of a Ticket;

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

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

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

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

(d) If an Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.

(e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 13(d) then:

- (i) in the case of a 1<sup>st</sup> Prize, the provisions of Rule 10(g)(i) and Rule 10(g)(iii) will apply;
- (ii) otherwise the value and numbers of winners will be varied in accordance with Rule 10(g) 2<sup>nd</sup> Prize, 3<sup>rd</sup> Prize, 4<sup>th</sup> Prize, 5<sup>th</sup> Prize, 6<sup>th</sup> Prize, 7<sup>th</sup> Prize and 8<sup>th</sup> Prize.

## **RULE 14            LIMITATION OF LIABILITY**

- (a) By entering a Game of Set For Life or Game of Promotional Set For Life a Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any Ticket having been issued in respect of an Entry in a Game of Set For Life which is disqualified in accordance with Rule 13 shall automatically be void and cancelled.
- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Set For Life for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Set For Life. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 12.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or Contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Set For Life or Game of Promotional Set For Life; and
  - (ii) without prejudice to the generality of Rule 14(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize;
    - (4) the inclusion of an Entry in any particular Game of Set For Life or entry in a Game of Promotional Set For Life received by way of Entry Coupon or Automatic Entry;
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) without prejudice to the generality of Rule 14(d)(i) and Rule 14(d)(ii) , any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;

- (3) the completion of a Prize claim form;
  - (4) the receipt of a Prize claim form;
  - (5) the processing of a Prize claim;
  - (6) the payment of a Prize;
  - (7) the cancellation of a Ticket; and
- (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Set For Life or Game of Promotional Set For Life; and
  - (ii) without prejudice to the generality of Rule 14(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry in any particular Game of Set For Life or entry in any particular Game of Promotional Set For Life received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Set For Life or Game of Promotional Set For Life due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Set For Life, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a

Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.

- (j) Notwithstanding the provisions of Rule 14(h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 15(a) to 15(j) inclusive as those protected by said Rules.

#### **RULE 15                    AGREEMENTS RELATING TO A GAME OF PROMOTIONAL SET FOR LIFE**

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

**SCHEDULE 1**

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

**SELLING FEES PAYABLE FOR GAME OF SET FOR LIFE THAT APPLY TO RETAILERS  
(OTHER THAN RESELLERS)**

<b>Entry Type (Game Panels/Sets)</b>	<b>Equivalent Standard Games for a Weekly Entry</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
2	14	<b>\$8.50</b>	\$7.70	\$0.80
3	21	<b>\$12.80</b>	\$11.55	\$1.25
4	28	<b>\$17.00</b>	\$15.40	\$1.60
5	35	<b>\$21.20</b>	\$19.25	\$1.95
6	42	<b>\$25.50</b>	\$23.10	\$2.40
7	49	<b>\$29.75</b>	\$26.95	\$2.80
8	56	<b>\$33.95</b>	\$30.80	\$3.15
9	63	<b>\$38.20</b>	\$34.65	\$3.55
10	70	<b>\$42.50</b>	\$38.50	\$4.00
11	77	<b>\$46.70</b>	\$42.35	\$4.35
12	84	<b>\$50.95</b>	\$46.20	\$4.75
13	91	<b>\$55.20</b>	\$50.05	\$5.15
14	98	<b>\$59.45</b>	\$53.90	\$5.55
15	105	<b>\$63.70</b>	\$57.75	\$5.95
16	112	<b>\$67.95</b>	\$61.60	\$6.35
17	119	<b>\$72.20</b>	\$65.45	\$6.75
18	126	<b>\$76.45</b>	\$69.30	\$7.15
19	133	<b>\$80.70</b>	\$73.15	\$7.55
20	140	<b>\$84.95</b>	\$77.00	\$7.95
21	147	<b>\$89.20</b>	\$80.85	\$8.35
22	154	<b>\$93.40</b>	\$84.70	\$8.70
23	161	<b>\$97.65</b>	\$88.55	\$9.10
24	168	<b>\$101.90</b>	\$92.40	\$9.50
25	175	<b>\$106.20</b>	\$96.25	\$9.95

<b>Entry Type (Game Panels/Sets)</b>	<b>Equivalent Standard Games for a Weekly Entry</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
26	182	<b>\$110.40</b>	\$100.10	\$10.30
27	189	<b>\$114.65</b>	\$103.95	\$10.70
28	196	<b>\$118.90</b>	\$107.80	\$11.10
29	203	<b>\$123.15</b>	\$111.65	\$11.50
30	210	<b>\$127.40</b>	\$115.50	\$11.90
31	217	<b>\$131.65</b>	\$119.35	\$12.30
32	224	<b>\$135.90</b>	\$123.20	\$12.70
33	231	<b>\$140.15</b>	\$127.05	\$13.10
34	238	<b>\$144.40</b>	\$130.90	\$13.50
35	245	<b>\$148.65</b>	\$134.75	\$13.90
36	252	<b>\$152.90</b>	\$138.60	\$14.30
37	259	<b>\$157.10</b>	\$142.45	\$14.65
38	266	<b>\$161.35</b>	\$146.30	\$15.05
39	273	<b>\$165.60</b>	\$150.15	\$15.45
40	280	<b>\$169.85</b>	\$154.00	\$15.85
41	287	<b>\$174.10</b>	\$157.85	\$16.25
42	294	<b>\$178.35</b>	\$161.70	\$16.65
43	301	<b>\$182.60</b>	\$165.55	\$17.05
44	308	<b>\$186.85</b>	\$169.40	\$17.45
45	315	<b>\$191.10</b>	\$173.25	\$17.85
46	322	<b>\$195.35</b>	\$177.10	\$18.25
47	329	<b>\$199.60</b>	\$180.95	\$18.65
48	336	<b>\$203.85</b>	\$184.80	\$19.05
49	343	<b>\$208.10</b>	\$188.65	\$19.45
50	350	<b>\$212.30</b>	\$192.50	\$19.80

## SCHEDULE 2

The Selling Fee, Subscription and Commission payable for a Weekly Entry are the amounts payable for that Entry Type outlined in this Schedule 2, which may be subject to an Ancillary Fee, multiplied by the number of weeks that the Entry is entered into.

### SELLING FEES PAYABLE FOR GAME OF SET FOR LIFE THAT APPLY TO RESELLERS

Entry Type (Game Panels/Sets)	Equivalent Standard Games for a Weekly Entry	Selling Fee*	Subscription	Commission
2	14	<b>\$8.40</b>	\$7.70	\$0.70
3	21	<b>\$12.60</b>	\$11.55	\$1.05
4	28	<b>\$16.85</b>	\$15.40	\$1.45
5	35	<b>\$21.05</b>	\$19.25	\$1.80
6	42	<b>\$25.25</b>	\$23.10	\$2.15
7	49	<b>\$29.45</b>	\$26.95	\$2.50
8	56	<b>\$33.65</b>	\$30.80	\$2.85
9	63	<b>\$37.85</b>	\$34.65	\$3.20
10	70	<b>\$42.10</b>	\$38.50	\$3.60
11	77	<b>\$46.30</b>	\$42.35	\$3.95
12	84	<b>\$50.50</b>	\$46.20	\$4.30
13	91	<b>\$54.70</b>	\$50.05	\$4.65
14	98	<b>\$58.90</b>	\$53.90	\$5.00
15	105	<b>\$63.10</b>	\$57.75	\$5.35
16	112	<b>\$67.35</b>	\$61.60	\$5.75
17	119	<b>\$71.55</b>	\$65.45	\$6.10
18	126	<b>\$75.75</b>	\$69.30	\$6.45
19	133	<b>\$79.95</b>	\$73.15	\$6.80
20	140	<b>\$84.15</b>	\$77.00	\$7.15

Entry Type (Game Panels/Sets)	Equivalent Standard Games for a Weekly Entry	Selling Fee*	Subscription	Commission
21	147	<b>\$88.35</b>	\$80.85	\$7.50
22	154	<b>\$92.60</b>	\$84.70	\$7.90
23	161	<b>\$96.80</b>	\$88.55	\$8.25
24	168	<b>\$101.00</b>	\$92.40	\$8.60
25	175	<b>\$105.20</b>	\$96.25	\$8.95
26	182	<b>\$109.40</b>	\$100.10	\$9.30
27	189	<b>\$113.60</b>	\$103.95	\$9.65
28	196	<b>\$117.85</b>	\$107.80	\$10.05
29	203	<b>\$122.05</b>	\$111.65	\$10.40
30	210	<b>\$126.25</b>	\$115.50	\$10.75
31	217	<b>\$130.45</b>	\$119.35	\$11.10
32	224	<b>\$134.65</b>	\$123.20	\$11.45
33	231	<b>\$138.85</b>	\$127.05	\$11.80
34	238	<b>\$143.05</b>	\$130.90	\$12.15
35	245	<b>\$147.30</b>	\$134.75	\$12.55
36	252	<b>\$151.50</b>	\$138.60	\$12.90
37	259	<b>\$155.70</b>	\$142.45	\$13.25
38	266	<b>\$159.90</b>	\$146.30	\$13.60
39	273	<b>\$164.10</b>	\$150.15	\$13.95
40	280	<b>\$168.30</b>	\$154.00	\$14.30
41	287	<b>\$172.55</b>	\$157.85	\$14.70
42	294	<b>\$176.75</b>	\$161.70	\$15.05
43	301	<b>\$180.95</b>	\$165.55	\$15.40
44	308	<b>\$185.15</b>	\$169.40	\$15.75
45	315	<b>\$189.35</b>	\$173.25	\$16.10

Entry Type (Game Panels/Sets)	Equivalent Standard Games for a Weekly Entry	Selling Fee*	Subscription	Commission
46	322	<b>\$193.55</b>	\$177.10	\$16.45
47	329	<b>\$197.80</b>	\$180.95	\$16.85
48	336	<b>\$202.00</b>	\$184.80	\$17.20
49	343	<b>\$206.20</b>	\$188.65	\$17.55
50	350	<b>\$210.40</b>	\$192.50	\$17.90

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

## **PUBLIC LOTTERIES ACT 1996**

### **DRAW LOTTERIES - APPROVAL OF AMENDMENT TO THE RULES**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to section 23 of the *Public Lotteries Act 1996* (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of Games of Draw Lottery and Promotional Draw Lottery Games by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 3 February 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

## **RULE 1            DEFINITIONS**

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (ii) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Draw Lottery Games;
  - (iii) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player from whom a Reseller accepts a subscription;
  - (iv) "Approved" means approved in writing by the Minister;
  - (v) "Automatic Entry" means an Entry in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) and includes an Entry previously made by a Player and stored on the central processing computer equipment of the Licensee;
  - (vi) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(g);
  - (vii) "Close of Acceptance" means the day and time of day determined by the Licensee after which Entries into a Ticket Pool will not be accepted;
  - (viii) "Commission" means an amount:
    - (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person's capacity as a Retailer); and
    - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
  - (ix) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Draw Lottery Games or Promotional Draw Lottery Games;
  - (x) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:
    - (1) a Player's Entry in a Draw Lottery Game; and
    - (2) where appropriate a Player's entry in a Promotional Draw Lottery Game;
  - (xi) "Conduct" in relation to a Draw Lottery Game and a Promotional Draw Lottery Game has the same meaning as assigned to it by Section 4(1) of the Act;
  - (xii) "Consolation Prize" means the Prize won in accordance with Rule 9(f);
  - (xiii) "Director" means a Director of the Board of Directors of the Licensee;
  - (xiv) "Draw Lottery Game" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations and includes a public lottery named "Super Jackpot" and a public lottery named "Mega Jackpot" but does not include Promotional Draw Lotteries;
  - (xv) "Drawing" means:
    - (1) in relation to a Draw Lottery Game (but not including a Second Drawing) the selection from the Ticket Pool of the Winning Numbers and the Jackpot Number by lot using a Drawing Device;
    - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device.
  - (xvi) "Drawing Date" in relation to a Ticket Pool means the date on which the Winning Numbers and the Jackpot Number are selected in respect of that Ticket Pool and, provided there is no inconsistency and where the

context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Ticket Pool;

- (xvii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;
- (xix) "Entry" means the Numbers in a Ticket Pool which have been selected on behalf of a Player by the central processing computer equipment by way of an Entry Coupon or Automatic Entry, which have been recorded in the central processing computer equipment, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;
- (xx) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Draw Lottery Game and/or a Promotional Draw Lottery Game via a Computer Linked Terminal;
- (xxi) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxii) "Jackpot Prize" means the Prize won in accordance with Rule 9(g);
- (xxiii) "Jackpot Number" means the Number selected in a Drawing after the selection of the Winning Numbers in that Drawing;
- (xxiv) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxv) "Malfunction" means a failure of any of the following:
  - (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;to operate in the manner in which it is designed to operate;
- (xxvi) "Minister" means the Minister for the time being administering the Act;
- (xxvii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxviii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxix) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Draw Lottery Games and entries into Promotional Draw Lottery Games;
- (xxx) "Overseas Authority" means a person who is authorised to Conduct Draw Lottery Games and Promotional Draw Lottery Games in Participating Areas overseas;
- (xxxi) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Draw Lottery Games under a corresponding law;
- (xxxii) "Player" means a person who:
  - (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket (3) to the Licensee or a Retailer for the purposes of receiving a Prize; andincludes where relevant a person who has validly entered a Promotional Draw Lottery Game and who holds, bears and submits a ticket in the Promotional Draw Lottery Game to the Licensee, or a Retailer for the purposes of receiving a Prize;
- (xxxiii) "Prize" means any Prize determined in accordance with Rule 9;

- (xxxiv) "Prize Fund" means an account established under Section 27 of the Act and known as the Draw Lottery Prize Fund Account;
- (xxxv) "Prize Pool" has the meaning specified in Rule 9(a);
- (xxxvi) "Prize Pool Contribution" is an amount equal to a percentage of all subscriptions in a Drawing, as specified in Rule 9(c) and (d);
- (xxxvii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 9(c) and (d);
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xxxviii) "Prize Structure" means the number, nature and value of Prizes available in relation to a Draw Lottery Game as specified in Schedule 2;
- (xxxix) "Product Licence" means the product licence granted to the Licensee to Conduct Draw Lottery Games and Promotional Draw Lottery Games pursuant to Section 12 of the Act;
- (xl) "Promotional Draw Lottery Game" means a public lottery Conducted for the purpose of promoting a Draw Lottery Game, and in respect of which:
- (1) eligibility to enter is confined to Players in a Draw Lottery Game; and
  - (2) no further Subscription or Commission is charged;
- (xli) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xlii) "Provisional Prize" is a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xliii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xliv) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlv) "Regulation" means a regulation made under the Act;
- (xlvi) "Reseller" means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Draw Lottery Game and instructions with respect to a Promotional Draw Lottery Game from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (xlvii) "Retailer" means a person or agent appointed or approved by the Licensee for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games Conducted by the Licensee and includes a Reseller;
- (xlviii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xlix) "Second Drawing" means an additional Drawing conducted as part of a Draw Lottery Game in accordance with these Rules;
- (l) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (li) "Subscription" means the amounts paid for Entries but does not include the following:
- (1) Ancillary Fees; or
  - (2) Commission, unless the Act expressly provides otherwise;

- (iii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Draw Lottery Game, and which:
  - (1) contains Entry details; and
  - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket; and whether it has won a Prize; and
  - (3) may include other particulars as determined by the Licensee;
- (liii) "Ticket Pool" means the pre-determined field of Numbers in a Draw Lottery Game;
- (liv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute an official identification of the valid issue of a Ticket in a particular Draw Lottery Game;
- (lv) "Winning Numbers" in relation to a Draw Lottery Game means:
  - (1) the Numbers that are selected in a Drawing in respect of each Prize excepting the Jackpot Prize and Consolation Prizes in a Prize Structure;
  - (2) the Numbers that are selected in a Second Drawing in respect of each Prize.
- (b) In these Rules unless inconsistent with the context:
  - (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

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

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

- (e) Where a Malfunction in a Drawing Device occurs:
  - (i) any Numbers drawn in respect of that Drawing prior to the Malfunction will not be Winning Numbers;
  - (ii) the Drawing shall be declared null and void; and
    - (1) the Drawing shall be conducted as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall be conducted using a substitute Drawing Device as soon as practicable after the Malfunction.
- (f) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body of the State or Territory in which the Drawings are conducted.
- (g) The Licensee may Conduct a Promotional Draw Lottery Game in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief

Executive Officer, the Conduct of a Promotional Draw Lottery Game in conjunction with another Draw Lottery Game or separately from a Draw Lottery Game or otherwise in conjunction with another lottery Conducted by the Licensee.

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

### **RULE 3 APPLICATION OF RULES**

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

### **RULE 4 OBJECT**

The object of the Draw Lottery Game is to purchase an Entry containing Numbers that are the same as the Winning Numbers and/or the Jackpot Number

**RULE 5 ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME**

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

**RULE 6 RULES APPLYING TO ENTRIES AND TICKETS**

- (a) An Entry Coupon may be used by a Player to enter a Draw Lottery Game by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not complete an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (c) Subject to Rule 6(f) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its Retailer to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (d) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize or Jackpot Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 12 the following apply –
  - (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
  - (ii) A Retailer who has sold an Entry into a Draw Lottery Game may cancel the Ticket and the Entry to which it relates on the day of purchase of the Entry only.
  - (iii) Upon a Player request, a Ticket and the Entry to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry to which it relates.

Where an Entry and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player shall be refunded the Selling Fee paid in respect of such Entry. Rule 6(e) does not apply to a Ticket received by a Player as a Consolation Prize.

- (f) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee, of the error in the cancellation of a Ticket.

- (g) Where an Entry in a Draw Lottery Game has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the computer records but:
- (i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Drawing; and
  - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Drawing; then
- the Retailer shall be liable for and shall meet the cost of the Selling Fee in respect of the Entry and in such case, for the purposes of these Rules, such Retailer shall:
- (iii) be considered a Player; and
  - (iv) be the holder of the Entry; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (h) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (i) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon or any other approved Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Draw Lottery Game by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player utilising a Reseller to submit an Entry Coupon or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (j) Neither the Licensee nor a Retailer shall be liable to a Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player. It shall be the sole responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (k) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

**RULE 7 COMMISSION AND ANCILLARY FEE**

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

**RULE 8 SUBMISSION OF AN ENTRY**

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Draw Lottery Game or a Promotional Draw Lottery Game.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee (as specified in Schedule 1) and player registration fee (if applicable) must be paid by a Player to a Retailer or to the Licensee in respect of an Entry.
- (e) The form of payment of the Selling Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
  - (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's

name and address pursuant to the provisions of Rule 10(b)(i) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 8(f)(i) should be addressed:-

*The Chief Executive Officer  
New South Wales Lotteries;*

Email to: [Customersupport@nswlotteries.com.au](mailto:Customersupport@nswlotteries.com.au); or  
Mail to: Locked Bag 7, COORPAROO DC QLD 4151

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player.
- (h) Where a Player submits an Entry Coupon or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) Other than as provided for in Rules 6(e) and 6(f) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
- (j) Form of entry in a Promotional Draw Lottery Game
- (i) The Chief Executive Officer is to approve the form of entry for a Promotional Draw Lottery Game;
- (ii) Without limiting Rule 8(j)(i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):
- (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:
- (1) constitutes the Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.

## **RULE 9 PRIZES**

- (a) The Prize Pool in a Draw Lottery Game shall be not less than fifty five percent (55%) and not greater than sixty four point six percent (64.6%) of Subscriptions.
- (b) The Prize Structure and Jackpot Prize in a particular Draw Lottery Game shall be funded in whole or in part from the Prize Pool and shall be determined by the Licensee.
- (c) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game is less than the Prize Pool Contribution set out in Schedule 2, that amount representing the difference between that cost and the Prize Pool Contribution shall be retained in the Prize Reserve Fund.
- (d) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game would otherwise exceed the Prize Pool Contribution set out in Schedule 2, the amount representing the difference between that cost and the Prize Pool Contribution shall be drawn from the Prize Reserve Fund.
- (e) A Prize is won by an Entry that contains a Winning Number;
- (f) A Consolation Prize is won by an Entry that contains:
  - (i) A Number in a Ticket Pool that occurs in sequence immediately before, or a Number in a Ticket Pool that occurs in sequence immediately after, a Winning Number, as the case may be, except that:
    - (1) If the Number "1" in a Ticket Pool is a Winning Number then the Number "2" will win two Consolation Prizes; and
    - (2) If the last Number of the Ticket Pool is a Winning Number then the second last Number of the Ticket Pool will win two Consolation Prizes.
  - (ii) The Jackpot Number where the Jackpot Number does not win the Jackpot Prize.
- (g) The Jackpot Prize is won if the Jackpot Number in a Drawing is the same as a Winning Number in that Drawing;
- (h) In relation to the Jackpot Prize for the Super Jackpot:
  - (1) The Guaranteed Minimum Jackpot is set out in Schedule 2;
  - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by the Jackpot Increment amount set out in Schedule 2, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 2;
- (i) In relation to the Jackpot Prize for the Mega Jackpot:
  - (1) The Guaranteed Minimum Jackpot is set out in Schedule 2;
  - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by a Jackpot Increment amount set out in Schedule 2, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 2;
- (j) Schedule 2 contains the details of the Ticket Pool, Prize Structure and the Jackpot Prize for the Super Jackpot and the Mega Jackpot.
- (k) Second Drawing

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

  - (i) the Second Drawing shall be conducted following the Drawing of a Draw Lottery Game;

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

(l) A Draw Lottery Game may include:

- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or
- (iii) Prizes paid pursuant to Rule 9(k);

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

(m) Prizes in a Promotional Draw Lottery Game

- (i) The Prizes payable in a Promotional Draw Lottery Game may consist of one or more of the following:
  - (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;
  - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
  - (6) Entries in a Draw Lottery Game or another lottery Conducted by the Licensee; and
  - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer;
- (ii) A Prize in a Promotional Draw Lottery Game must not consist of or include tobacco;
- (iii) A Prize in a Promotional Draw Lottery Game must not consist of or include liquor within the meaning of the Liquor Act 2007;

(n) Determination of Prizes in a Promotional Draw Lottery Game

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

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

**RULE 10 ANNOUNCEMENT OF PRIZES**

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

**RULE 11 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Draw Lottery Game:
- (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 11(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a first prize and/or a Jackpot Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize the Prize may be paid in accordance with the procedure and conditions set out in Rule 11(d) hereof.
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account.
- (e) For Registered Players
- (i) a Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by

the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize and/or a Consolation Prize in which case it will be paid in accordance with Rules 14(b)-(d);

- (ii) a Prize not claimed or paid in accordance with Rule 14(e)(i) may be paid by the Licensee either:
  - (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or nominated bank account; or
  - (2) if agreed by the Licensee, by Cheque once the accumulated and consolidated value of Prizes from all public lotteries conducted by the Licensee payable to a Registered Player reaches a threshold amount determined by the Chief Executive Officer.

Prizes paid in accordance with this Rule 14(e) will be paid not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer.

- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize and/or a Consolation Prize in which case the prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, after the drawing date.
- (g) A Prize not paid by a Retailer in accordance with Rule 11(e) will be paid by the Licensee either by cheque (if agreed by the Licensee and only once the accumulated and consolidated value of Prizes from all public lotteries conducted by the Licensee payable to the Player reaches a threshold amount determined by the Chief Executive Officer), or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (h) A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.
- (i) A:

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

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

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

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

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

- (j) The particulars required for a Prize claim are:
  - (i) the name and address of the Player;
  - (ii) the Ticket Number;
  - (iii) the Winning Number(s) shown on the Ticket;

- (iv) the Player's registration number if a Registered Player;
  - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (k) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(xxxii) or may fail to meet some or all the provisions contained in these Rules governing Prize entitlement.
- (l) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (m) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (n) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (o) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player.
- (p) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the Prize claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player. A reasonable sum (as determined by the Chief Executive Officer) may be deducted to cover postage and processing.
- (q) Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. Any Prize sent by the Licensee to a Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (r) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 11 and the Chief Executive Officer is, after such payment has been made, of the view that:
- (i) the Player was not the Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player;
- the Player shall upon being requested to do so by the Licensee in writing, refund to the Licensee the monies forwarded to him or her.
- (s) A Prize may be claimed through a Retailer or by mail direct to:

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

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

- (t) Any Prize to be paid in accordance with Rule 9(k) or Rule 9(m) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (u) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (v) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (w) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (x) Payment of Prizes in a Promotional Draw Lottery Game
  - (i) A Prize is not payable in a Promotional Draw Lottery Game unless:
    - (1) the entry submitted in a Promotional Draw Lottery Game is in the form determined by the Chief Executive Officer under Rule 8(j)(i); and
    - (2) if the form of entry requires the Player to have purchased a Ticket in a Draw Lottery Game, the Ticket in the Draw Lottery Game must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Draw Lottery Game is valid; and
    - (3) the claimant has complied with all conditions relating to the Promotional Draw Lottery Game advertised under Rule 9(n)(ii).
  - (ii) The Licensee may record on an entry in a Promotional Draw Lottery Game a verification code or other test and use it to determine whether the entry in a Promotional Draw Lottery Game is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Promotional Draw Lottery Game, on which such a test is recorded, if the entry does not satisfy the test.

## **RULE 12 DISQUALIFICATIONS**

- (a) Notwithstanding that a Ticket may have issued, Entry in a Draw Lottery Game or entry in a Promotional Draw Lottery Game may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified.
- (b) The reasons for disqualification may include but are not limited to:
  - (i) tender of insufficient Selling Fee or a dishonoured cheque or unacceptable form of remittance;
  - (ii) the Player has defaulted in payment of any previous Selling Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
  - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an Entry has been disqualified and the reason therefore and the Licensee may in respect thereof refund to the Player any Selling Fee paid or provide the Player with an equivalent Entry in a future Draw Lottery Game. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry.

## **RULE 13 LIMITATION OF LIABILITY**

- (a) By entering a Draw Lottery or Promotional Draw Lottery Game a Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all

Employees thereof. Any ticket having issued in respect of an Entry in a Draw Lottery Game which is disqualified in accordance with Rule 12 shall automatically be void and cancelled.

- (b) The Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or ticket in a Promotional Draw Lottery Game for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or ticket in a Promotional Draw Lottery Game. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 11.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) Any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) Without prejudice to the generality of Rule 13(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize;
    - (4) the inclusion of an Entry in any particular Draw Lottery Game or entry in a Promotional Draw Lottery Game received by way of an Entry Coupon or Automatic Entry instructions;
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) Without prejudice to the generality of Rule 13(d)(i) and Rule 13(d)(ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;
    - (4) the receipt of a Prize claim form;
    - (5) the processing of a Prize claim;
    - (6) the payment of a Prize;
    - (7) the cancellation of a Ticket; and
  - (iv) Any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every employee of a Retailer shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) Any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) Without prejudice to the generality of Rule 13(e)(i) hereof, any negligence, omission, delay or failure in relation to:

- (1) the payment of Prizes;
  - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
  - (3) the processing of a Ticket that has won a Prize; or
  - (4) the inclusion of an Entry in any particular Draw Lottery Game, or entry in a Promotional Draw Lottery Game received by way of an Entry Coupon or Automatic Entry instructions.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Draw Lottery or Promotional Draw Lottery Game due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or ticket in a Promotional Draw Lottery Game, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 13(h), in the acceptance of Commission by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 13(a) to 13(j) inclusive as those protected by said Rules.

#### **RULE 14            EFFECTIVE DATE**

- (a) The Draw Lottery Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded except as provided in Schedule 2 for Entries submitted on or before 17 March 2015.
- (b) Unless otherwise determined by the Chief Executive Officer, Entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect, shall be taken to be submitted as Entries in such Drawing or Drawings pursuant to those previous Rules.

#### **RULE 15            AGREEMENTS RELATING TO A PROMOTIONAL DRAW LOTTERY GAME**

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

SCHEDULE 1

**SELLING FEES PAYABLE FOR DRAW LOTTERY**

**Super Jackpot**

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

**Mega Jackpot**

<b>Entry Type</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
1 Number in the Ticket Pool	<b>\$5.50</b>	\$5.00	\$0.50

**SCHEDULE 2**

**TICKET POOL AND PRIZE STRUCTURE**

For all Drawings of the Super Jackpot up to and including Draw 9972:

**Super Jackpot**

**Ticket Pool =** 225,000 sequential numbers from 1 to 225,000

<b>Prize Level</b>	<b>Prize</b>	<b>Number of Prizes</b>
1st Prize	\$100,000	1
2nd Prize	\$10,000	1
3rd Prize	\$5,000	1
4th Prize	\$500	2
5th Prize	\$200	10
6th Prize	\$100	20
7th Prize	\$50	100
8th Prize	\$20	600
9th Prize	\$10	2,480

<b>Consolation Prize Levels</b>	<b>Prize</b>	<b>Number of Prizes</b>
1st Prize	\$1,000	2
2nd Prize	25 x "\$2 Free Ticket"	2
3rd Prize	10 x "\$2 Free Ticket"	2
4th Prize	5 x "\$2 Free Ticket"	4
5th Prize	5 x "\$2 Free Ticket"	20
6th Prize	2 x "\$2 Free Ticket"	40
7th Prize	1 x "\$2 Free Ticket"	200
8th Prize	1 x "\$2 Free Ticket"	1,200
9th Prize	1 x "\$2 Free Ticket"	4,960
Jackpot Prize	10 x "\$2 Free Ticket"	1

**Jackpot Prize**

Guaranteed Minimum Jackpot	\$500,000
Jackpot Increment	\$105,000
Prize Pool Contribution	64.60%

"\$2 Free Ticket" means a Number in a future Ticket Pool for the Super Jackpot.

For all Drawings of the Super Jackpot from Draw 9973 and beyond:

**Super Jackpot**

**Ticket Pool =** 270,000 sequential numbers from 1 to 270,000

			<b>Prize Level</b>
1st Prize	\$100,000	1	
2nd Prize	\$10,000	1	
3rd Prize	\$5,000	1	
4th Prize	\$500	2	
5th Prize	\$200	10	
6th Prize	\$100	20	
7th Prize	\$50	100	
8th Prize	\$25	600	
9th Prize	\$15	750	
10th Prize	\$10	2,480	

<b>Consolation Prize Levels</b>	<b>Prize</b>	<b>Number of Prizes</b>
1st Prize	\$1,000	2
2nd Prize	25 x "\$2 Free Ticket"	2
3rd Prize	15 x "\$2 Free Ticket"	2
4th Prize	10 x "\$2 Free Ticket"	4
5th Prize	5 x "\$2 Free Ticket"	20
6th Prize	3 x "\$2 Free Ticket"	40
7th Prize	2 x "\$2 Free Ticket"	200
8th Prize	1 x "\$2 Free Ticket"	1,200
9th Prize	1 x "\$2 Free Ticket"	1,500
10th Prize	1 x "\$2 Free Ticket"	4,960
Jackpot Prize	10 x "\$2 Free Ticket"	1

<b>Jackpot Prize</b>		
Guaranteed Minimum Jackpot	\$500,000	"\$2 Free Ticket" means a Number in a future Ticket Pool for the Super Jackpot.
Jackpot Increment	\$130,000	
Prize Pool Contribution	61.52%	

For all Drawings of the Mega Jackpot up to and including Draw 1008:

## Mega Jackpot

**Ticket Pool =** 180,000 sequential numbers from 1 to 180,000

Prize Levels	Prize	Number of Prizes
1st Prize	\$200,000	1
2nd Prize	\$20,000	1
3rd Prize	\$5,000	1
4th Prize	\$1,000	5
5th Prize	\$500	10
6th Prize	\$100	25
7th Prize	\$50	75
8th Prize	\$20	600
9th Prize	\$10	3,090

Consolation Prize Levels	Prize	Number of Prizes
1st Prize	\$1,000	2
2nd Prize	25 x "\$5 Free Ticket"	2
3rd Prize	15 x "\$5 Free Ticket"	2
4th Prize	10 x "\$5 Free Ticket"	10
5th Prize	5 x "\$5 Free Ticket"	20
6th Prize	2 x "\$5 Free Ticket"	50
7th Prize	1 x "\$5 Free Ticket"	150
8th Prize	1 x "\$5 Free Ticket"	1,200
9th Prize	1 x "\$5 Free Ticket"	6,180
Jackpot Prize	10 x "\$5 Free Ticket"	1

### Jackpot Prize

Guaranteed Minimum Jackpot	\$1,000,000
Jackpot Increment	\$235,000
Prize Pool Contribution	64.60%

"\$5 Free Ticket" means a Number in a future Ticket Pool for the Mega Jackpot.

For all Drawings of the Mega Jackpot from Draw 1009 and beyond:

## Mega Jackpot

**Ticket Pool =** 200,000 sequential numbers from 1 to 200,000

Prize Levels	Prize	Number of Prizes
1st Prize	\$200,000	1
2nd Prize	\$20,000	1
3rd Prize	\$5,000	1
4th Prize	\$1,000	5
5th Prize	\$500	10
6th Prize	\$100	25
7th Prize	\$75	75
8th Prize	\$40	600
9th Prize	\$20	700
10th Prize	\$12	2,800

Consolation Prize Levels	Prize	Number of Prizes
1st Prize	\$1,000	2
2nd Prize	25 x "\$5 Free Ticket"	2
3rd Prize	15 x "\$5 Free Ticket"	2
4th Prize	10 x "\$5 Free Ticket"	10
5th Prize	5 x "\$5 Free Ticket"	20
6th Prize	3 x "\$5 Free Ticket"	50
7th Prize	2 x "\$5 Free Ticket"	150
8th Prize	1 x "\$5 Free Ticket"	1,200
9th Prize	1 x "\$5 Free Ticket"	1,400
10th Prize	1 x "\$5 Free Ticket"	5,600
Jackpot Prize	10 x "\$5 Free Ticket"	1

### Jackpot Prize

Guaranteed Minimum Jackpot	\$1,000,000
Jackpot Increment	\$240,000
Prize Pool Contribution	62.25%

"\$5 Free Ticket" means a Number in a future Ticket Pool for the Mega Jackpot.

**PUBLIC LOTTERIES ACT 1996**

**SET FOR LIFE – APPROVAL OF AMENDMENT TO THE RULES**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to s.23 of the *Public Lotteries Act 1996* (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of the Game of Set for Life and Promotional Set for Life by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective on and from 23 March 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

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## **RULE 1            DEFINITIONS**

- (a) In these Rules unless inconsistent within the context:
- (i) “Act” means the Public Lotteries Act 1996 and any amendment, modification, variation, or abrogation thereof for the time being in force;
  - (ii) “Advance Entry” means an Entry for a nominated Draw at least 8 days in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee;
  - (iii) “Agreement” means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Games of Set for Life;
  - (iv) “Ancillary Fee” means a fee which the Chief Executive Officer may from time to time authorise a Reseller to charge a Player from whom a Reseller accepts a Subscription;
  - (v) “Approved” means approved in writing by the Minister;
  - (vi) “Automatic Entry” means an Entry in respect of a Game of Set for Life made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Coupon) wherein:
    - (1) the selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
    - (2) the Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
  - (vii) “Chief Executive Officer” means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(g);
  - (viii) “Close of Acceptance” means the day and time of day determined by the Licensee after which Entries will not be accepted in respect of a particular Drawing;
  - (ix) “Commission” means an amount:
    - (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person’s capacity as a Retailer); and
    - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
  - (x) “Computer Linked Terminal” means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Set for Life or Games of Promotional Set for Life;

- (xi) “Computer Records” means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:
- (1) a Player's Entry in a Game of Set for Life;
  - (2) where appropriate a Player's entry in a Game of Promotional Set for Life;
- (xii) “Conduct” in relation to a Game of Set for Life and a Game of Promotional Set for Life has the same meaning as assigned to it by Section 4(1) of the Act;
- (xiii) “Director” means a Director of the Board of Directors of the Licensee;
- (xiv) “Division 1 Prize Guarantee” means the applicable Division 1 amount for the Set for Life as set out in Rule 10(g)(i);
- (xv) “Division 2 Prize Guarantee” means the applicable Division 2 amount for Set for Life as set out in Rule 10(g)(ii);
- (xvi) “Drawing” means:
- (1) in relation to a Game of Set for Life (but not including a Second Drawing) the selection of the Winning Numbers and the two Extra Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;
- (xvii) “Drawing Date” in relation to a Game of Set for Life means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game of Set for Life and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Set for Life;
- (xviii) “Drawing Device” means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xix) “Employee” means an employee of the Licensee and, where appropriate, also includes an employee of a Retailer;
- (xx) “Entry” means the Numbers in a Game of Set for Life which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(d)) have been Imprinted on a Ticket and the correct Selling Fee has been paid;
- (xxi) “Entry Coupon” means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Set for Life and/or a Game of Promotional Set for Life via a Computer Linked Terminal;

- (xxii) “Game of Set for Life” means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Set for Life;
- (xxiii) “Game of Promotional Set for Life” means a public lottery Conducted for the purpose of promoting a Game of Set for Life, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Set for Life; and
  - (2) no further Subscription or Commission is charged;
- (xxiv) “Game Panel” means:
- (1) a separate matrix on an Entry Coupon containing the Numbers from 1 to 44 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates;
- (xxv) “Imprinted” means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) “Licensee” means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) “Malfunction” means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxviii) “Minister” means the Minister for the time being administering the Act;
- (xxix) “Multiple Weeks Exchange Ticket” means a Ticket issued to a Player:
- (1) who surrenders a Multiple Weeks Ticket to collect or to claim a Prize won in respect of that Multiple Weeks Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Weeks Ticket;
  - (3) where the Multiple Weeks Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Weeks Ticket surrendered;
  - (4) where the Multiple Weeks Exchange Ticket shall be considered the Multiple Weeks Ticket in respect of the remaining Drawing/s.
- (xxx) “Multiple Weeks Ticket” means a Ticket issued in respect of a Multiple Weeks Entry;
- (xxxi) “Multiple Weeks Entry” means more than one (1) Weekly Entry that is valid in multiples of seven (7) consecutive Drawings;

- (xxxii) “Numbers” has the same meaning as Section 5 of the Act;
- (xxxiii) “Operator Licence” means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) “Outlet” means a place at which a Retailer is permitted to accept completed Entries into Games of Set for Life and entries into Games of Promotional Set for Life;
- (xxxv) “Participating Area” means a State, Territory or Country in which a person is authorised to Conduct Games of Set for Life under a corresponding law;
- (xxxvi) “Player” means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Set for Life and who holds, bears and submits a ticket in the Game of Promotional Set for Life to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xxxvii) “Prize” means any prize determined in accordance with Rule 10;
- (xxxviii) “Prize Allocation” means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Set for Life as specified in Rule 10(a);
- (xxxix) “Prize Fund” means an account established under Section 27 of the Act and known as the Set for Life Prize Fund Account;
- (xl) “Prize Pool” has the meaning in Rule10(b);
- (xli) “Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule10(c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xlii) “Product Licence” means the product licence granted to the Licensee to Conduct Games of Set for Life and Games of Promotional Set for Life pursuant to Section 12 of the Act;
- (xliii) “Provisional Period” means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty-one (21) consecutive calendar days;

- (xlv) “Provisional Prize” is a Prize in Division 1, Division 2 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlv) “Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlvi) “Registered Player” means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlvii) “Regulation” means a regulation made under the Act;
- (xlviii) “Reseller” means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Set for Life and instructions with respect to a Game of Promotional Set for Life from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (xlix) “Retailer” means a person or agent appointed by the Licensee for purposes associated with Games of Set for Life and Games of Promotional Set for Life Conducted by the Licensee and includes a Reseller;
- (l) “Rules” means these Rules made under the Act and any amendment, modification, variation, or abrogation thereof for the time being in force;
- (li) “Second Drawing” means an additional Drawing conducted as part of a Game of Set for Life in accordance with the Rules;
- (lii) “Set for Life” means the Game of Set for Life drawn, unless the Licensee determines otherwise, every day of each week;
- (liii) “Selling Fee” means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (liv) “Standard Entry” means the Entry referred to in Rule 8;
- (lv) “Subscription” means the amounts paid for Entries but does not include the following:
  - (1) Ancillary Fees; or
  - (2) Commission, unless the Act expressly provides otherwise;
- (lvi) “Supplementary Numbers” in relation to a Game of Set for Life means the eighth and ninth numbers drawn for each Game of Set for Life;
- (lvii) “Ticket” means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Set for Life, and which:

- (1) contains Entry details; and
  - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
  - (3) may include other particulars as determined by the Licensee;
- (lviii) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a particular Game of Set for Life;
- (lix) "Weekly Entry" means an Entry that is valid for seven (7) consecutive Drawings;
- (lx) "Winning Numbers" in relation to a Game of Set for Life (including a Second Drawing) means the first seven (7) numbers drawn for each Drawing of a Game of Set for Life.
- (b) In these Rules unless inconsistent within the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2            CONDUCT AND DRAWING OF GAMES OF SET FOR LIFE AND GAMES OF PROMOTIONAL SET FOR LIFE**

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Set for Life and Game of Promotional Set for Life.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players.
- (c) A Drawing in relation to a Game of Set for Life shall take place after the Close of Acceptance of Entries for that Drawing of Set for Life.
- (d) Games of Set for Life will be drawn every day of each week unless the Chief Executive Officer determines otherwise.
- (e) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister's nominee(s). Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players.
- (f) Where a Malfunction in a Drawing Device occurs:
  - (i) the Number/s drawn before a Malfunction has commenced shall be invalid Number/s;
  - (ii) another Drawing shall be declared null and void; and
    - (1) another Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence (or re-commence as the case may be), using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Set for Life in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Set for Life in conjunction with another Game of Set for Life or separately from a Game of Set for Life or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Set for Life shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (j) The Prize structure for a Game of Promotional Set for Life shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Game of Promotional Set for Life.

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

### **RULE 3            APPLICATION OF RULES**

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

**RULE 4      OBJECT**

The Object of the Game of Set for Life is to select seven (7) Winning Numbers in a Game Panel.

**RULE 5                    ELIGIBILITY FOR INCLUSION IN A GAME OF SET FOR LIFE**

- (a) In order for an Entry to be eligible for inclusion in a Game of Set for Life, before the Close of Acceptance of Entries into that Game of Set for Life;
  - (i) the Entry must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player must have paid the correct Selling Fee as the case may be in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

## **RULE 6                    RULES APPLYING TO ENTRIES AND TICKETS**

- (a) An Entry Coupon may be used by a Player to enter a Game of Set for Life by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (c) Subject to Rule 6(e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form issued by the Licensee or its Retailer to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (d) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 13, the following apply –
  - (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
  - (ii) A Retailer who has sold an Entry into a Game of Set for Life may cancel the Entry and the Ticket to which it relates.
  - (iii) A Ticket and the Entry to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry to which it relates.
- (f) Where an Entry and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player shall be refunded the cost of the Ticket (inclusive of any Selling Fee) paid in respect of such Entry.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the

Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee of the error in the cancellation of a Ticket.

- (h) Where an Entry in a Game of Set for Life has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:
- (i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Set for Life; and
  - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Game of Set for Life; then

the Retailer shall be liable for and shall meet the cost of the Selling Fee, as the case may be, in respect of the Entry and in such case, for the purposes of these Rules, such Retailer shall:

- (iii) be considered a Player as the case may be; and
  - (iv) be the holder of the Entry, as the case may be; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (j) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon or any other approved Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Set for Life by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player using a Reseller to submit an Entry Coupon or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon, or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (k) Neither the Licensee nor a Retailer shall be liable to a Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player. It shall be the sole responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (l) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

**RULE 7                    COMMISSION AND ANCILLARY FEE**

- (a)    The Licensee is Approved to charge a Player Commission as specified in these Rules in Schedules 1 and 2 in respect of a Game of Set for Life. By entering a Game of Set for Life the Player accepts liability to pay the Commission to the Licensee.
  
- (b)    A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

**RULE 8            STANDARD ENTRY**

- (a) A Standard Entry is the selection of seven (7) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry must be played as a Weekly Entry or Advance Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, seven (7) Numbers shall have been marked in the Game Panel completed on the Entry Coupon.
- (d) The number of Standard Entries that must be played in each Drawing is two (2) or more.
- (e) Where an Entry Coupon is used in respect of a Standard Entry and two or more Game Panels have been marked the Player may request additional Standard Games and/or Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each Weekly Entry is set out in the Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

## **RULE 9 SUBMISSION OF AN ENTRY**

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Set for Life or a Game of Promotional Set for Life.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee and player registration fee (if applicable) must be paid by a Player to a Retailer or to the Licensee in respect of an Entry.
- (e) The form of payment of the Selling Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f) Where a Player requests anonymity in respect of a Prize, the Player should clearly indicate such by -
  - (i) Appropriately marking a Prize claim form (or, for Players who wish to become a Registered Player, completing the relevant application form); or
  - (ii) Applying in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 11(b)(i) and, if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication, then the Chief Executive Officer may grant such application and withhold publication; and
  - (iii) Addressing all correspondence to the Chief Executive Officer in accordance with Rule 9(f)(ii) to -

*The Chief Executive Officer*  
*New South Wales Lotteries;*

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

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) Where a Player submits an Entry Coupon or other form of Entry, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the Close of Acceptance of Entries into the first Set for Life Drawing relating to that Entry. For the purposes of this paragraph an Entry is taken as

received when details are recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.

- (j) Other than as provided for in Rule 6(i) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.

Form of entry in a Game of Promotional Set for Life:

- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Set for Life;
- (ii) Without limiting Rule 9(k)(i), the form of entry in a Game of Promotional Set for Life may be any of the following (or combination of the following):
- (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Set for Life is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Set for Life:
- (1) constitutes the Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  - (3) is to be the only document issued by the Licensee or its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Set for Life.

## **RULE 10            PRIZES**

- (a) The Prize Allocation in a Game of Set for Life shall be not less than sixty-three and one quarter percent (63.25%) of Subscriptions.
- (b) The Prize Pool in a Game of Set for Life shall be funded from the Prize Allocation and shall be not more than forty percent (40%) of Subscriptions for a Game of Set for Life.
- (c) The Prize Reserve Fund in respect of a Game of Set for Life shall be funded from the Prize Allocation and shall retain not less than twenty-three and one quarter percent (23.25%) of Subscriptions for a Game of Set for Life.
- (d) The Prize Reserve Fund in respect of a Game of Set for Life shall be used to:
  - (i) fund any difference between a Division 1 Prize Guarantee or a Division 2 Prize Guarantee, and the Prize Pool distribution pursuant to Rule 10(g);
  - (ii) fund any prize payable pursuant to Rule 10(i), Rule 10(j) and Rule 10(k).
- (e) Prizes for each Game of Set for Life shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund.
- (f) Except as provided for in Rule 10(g)(i) and (ii), any Prize shall, where only one (1) Entry is eligible for that Prize, be payable in respect of that Entry, or shall, where two (2) or more Entries are eligible for that Prize, be shared equally between those Entries.
- (g) Unless otherwise Approved, the Prize Pool and the Prize Reserve Fund will be distributed in the following indicative amounts or percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than Division 1 and Division 2 Prize/s shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund. Where there is no winner in Divisions 3, 4, 5, 6, 7 or 8, the percentage of the Prize Pool specified in that prize level shall be added to the percentage of the Prize Pool specified in the next lower prize level that contains a winning Entry or Entries in that Drawing or, if there are no Prize winning entries in any lower Division, the next higher prize level that contains a winning Entry or Entries.
  - (i) Division 1 Prize Guarantee: a Prize of an amount equal to 0.00% of the Prize Pool plus the amount set out below from the Prize Reserve Fund shall be payable in respect of any Entry which contains all seven (7) Winning Numbers. A Division 1 Prize shall be paid from monies held in the Prize Reserve Fund as follows:
    - (1) If there are no more than four (4) Division 1 Prize winners - the maximum total sum of \$19,200,000 but not exceeding \$4,800,000 for each Division 1 Prize winner, will be paid by equal monthly instalments of \$20,000.00 per month for 20 years to each Division 1 Prize winner; or
    - (2) If there are more than four (4) Division 1 Prize winners, the maximum total sum of \$19,200,000 will be shared equally among those Division 1 Prize

winners and paid by equal monthly instalments (subject to rounding to the nearest sum containing a one (1) cent multiple) for 20 years; and

- (3) Division 1 Prizes will be paid by 240 equal monthly instalments to each Division 1 Prize winner with the first instalment being paid by the Licensee as soon as practicable after 14 days following the Drawing and with each subsequent instalment being paid on the 15th day of each subsequent month until all instalments have been paid; and
  - (4) If no Division 1 Prize is payable in respect of any Entry in a Game of Set for Life, the amount of such Prizes shall be retained in the Prize Reserve Fund.
- (ii) Division 2 Prize Guarantee: a Prize of an amount equal to 0.00% of the Prize Pool plus the amount set out below from the Prize Reserve Fund shall be payable in respect of any Entry which contains six (6) Winning Numbers together with one (1) of the Supplementary Numbers. A Division 2 Prize shall be paid from monies held in the Prize Reserve Fund as follows:
- (1) If there are no more than four (4) Division 2 Prize winners, the maximum total sum of \$240,000 but not exceeding \$60,000 for each Division 2 Prize winner, will be paid by equal monthly instalments of \$5,000.00 per month for 12 months to each Division 2 Prize winner; or
  - (2) If there are more than four (4) Division 2 Prize winners, the maximum total sum of \$240,000 will be shared equally among those Division 2 Prize winners and paid by equal monthly instalments (subject to rounding to the nearest sum containing a one (1) cent multiple) for 12 months; and
  - (3) Division 2 Prizes will be paid by 12 equal monthly instalments to each Division 2 Prize winner with the first instalment being paid as soon as practicable following the Drawing and with each subsequent instalment being paid on the 15<sup>th</sup> day of each subsequent month until all instalments have been paid; and
  - (4) If no Division 2 Prize is payable to an Entry in a Game of Set for Life, the amount of such Prizes shall be retained in the Prize Reserve Fund.
- (iii) Division 3: a Prize of an amount equal to 2.20 % of the Prize Pool shall be payable in respect of any Entry which contains six (6) Winning Numbers.
- (iv) Division 4: a Prize of an amount equal to 2.00 % of the Prize Pool shall be payable in respect of any Entry which contains five (5) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (v) Division 5: a Prize of an amount equal to 4.60 % of the Prize Pool shall be payable in respect of any Entry which contains five (5) Winning Numbers.
- (vi) Division 6: a Prize of an amount equal to 10.60 % of the Prize Pool shall be payable in respect of any Entry which contains four (4) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (vii) Division 7: a Prize of an amount equal to 28.20 % of the Prize Pool shall be payable in respect of any Entry which contains four (4) Winning Numbers.

- (viii) Division 8: a Prize of an amount equal to 52.40 % of the Prize Pool shall be payable in respect of any Entry which contains three (3) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (h) Each Standard Entry in each Drawing of a Game of Set for Life cannot win a prize in more than one (1) prize level.
- (i) Second Drawing:

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

- (i) the Second Drawing shall be conducted following any Drawing of a Game of Set for Life, or any combination thereof;
  - (ii) an Entry made in respect of a Game of Set for Life shall be automatically entered into the Second Drawing in respect of that Game of Set for Life and such Entry shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries each of which, contains all the Winning Numbers;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
  - (v) the Second Drawing may involve the Drawing of any Supplementary Numbers; and
  - (vi) the Second Drawing shall not constitute a separate Game of Set for Life and will be considered as an additional draw of a Game of Set for Life to which and Entry relates.
- (j) A Game of Set for Life may include:
    - (i) an additional Prize or Prizes; and/or
    - (ii) Prizes paid on special occasions; and/or
    - (iii) Prizes paid pursuant to Rule 10(i); and
    - (iv) may be paid in monetary terms or in kind.
  - (k) Prizes in a Game of Promotional Set for Life:
    - (i) may consist of one or more of the following:
      - (1) money;
      - (2) holidays;

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

**RULE 11           ANNOUNCEMENT OF PRIZES**

- (a) Following each Drawing of a Game of Set for Life the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the Winning Numbers and the Supplementary Numbers;
  - (ii) the total amount of the Prize Pool and Prize Reserve Fund allocated to each prize level; and
  - (iii) the value of each Prize level and the number of Prize Winners in each Prize level.
  
- (b) Following each Drawing of a Game of Set for Life the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 9(f) or where Provisional Prize Winners are not Registered Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rule 12(a), Rule 12(b), Rule 12(i) and Rule 12(k) must be made.
  
- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Set for Life as soon as possible after the completion of such Game of Promotional Set for Life.
  
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

## **RULE 12            PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Game of Set for Life:
- (i) Other than as provided for Registered Players, any Division 1 Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 12(o) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 12(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 12(o) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize in accordance with Rule 12(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 12(d) hereof.
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable by the Licensee at their absolute discretion by:
- (i) cheque; or
  - (ii) remittance of funds by electronic funds transfer into the Prize winner's online account,
- but if the Provisional Prize is a Division 1 or Division 2 Prize, such a Prize is strictly payable by electronic funds transfer into the Prize winner's online account and Rule 12(d)(i) does not apply.
- (e) The right of a Division 1 Prize winner or Division 2 Prize winner to receive an instalment of any Prize, is not transferable or assignable.
- (f) If the winner of a Division 1 Prize or Division 2 Prize receives one or more instalments of the relevant Prize and then fails to update his or her personal details and/or his or her nominated bank account details resulting in an instalment of the prize being unpaid to such winner then the relevant unpaid instalment of the prize will remain payable to such winner.
- (g) For Registered Players:
- (i) a Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize in which case it will be paid in accordance with Rules 12(b)-(d);
  - (ii) a Prize not claimed or paid in accordance with Rule 12(g)(i) may be paid by the Licensee either:
    - (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, or

- (2) if the Licensee agrees, by cheque once the accumulated and consolidated value of Prizes payable to a Registered Player reaches a threshold amount determined by the Chief Executive Officer.

Prizes paid in accordance with this Rule 12(g) will be paid not earlier than the day immediately after the relevant Drawing Date, and only after the expiry of a period of time determined by the Chief Executive Officer. For the avoidance of doubt, 1st Prizes will not be paid by cheque.

- (h) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (i) Subject to Rule 12(a) to Rule 12(h) above, a Player being eligible for a Prize on a Multiple Weeks Ticket may claim or collect that Prize and be issued with a Multiple Weeks Exchange Ticket for any subsequent valid Drawings. For Registered Players, any unclaimed Multiple Weeks Ticket Prizes will not be paid until after the last Drawing on the winning Ticket.
- (j) A Prize not paid by a Retailer in accordance with Rule 12(h) will be paid by the Licensee either by cheque (if agreed by the Licensee and only once the accumulated and consolidated value of Prizes payable reaches a threshold amount determined by the Chief Executive Officer), or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.
- (k) A:
- (i) Registered Player who claims to be entitled to a Division 1 Prize pursuant to Rule 12(b) and who has not been notified within five (5) days in accordance with Rule 12(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
- (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must complete a Prize claim form and provide it to the Licensee at the address printed on the Prize claim form. Such Prize claim form must contain or be accompanied by the like particulars set out in Rule 12(n) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date. A claim not received in accordance with Rule 12(k) will be rejected and the Licensee shall have no liability in relation thereto.

- (l) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 12(k) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (m) A nominal postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.

- (n) A:

- (i) Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 12(g);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 12(n).

- (o) The particulars required for a Prize claim are:
  - (i) The name and address of the Player;
  - (ii) the Ticket Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's registration number if a Registered Player;
  - (v) the winning Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (p) Notwithstanding the provisions of this Rule 12, if an Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize or share of a Prize as is being paid to winning Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (q) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish the winning Ticket together with such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement must be proved to the satisfaction of the Chief Executive Officer notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(a)(xxxvi) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement. Any determination made the Chief Executive Officer in such circumstances shall be final and binding.
- (r) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (s) Subject to Rule 12(k), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.

- (t) The payment of a Prize or share of a Prize to any Player who is known to have died before receiving any or all of the monthly Instalments shall be paid in a single lump sum to the deceased winner's estate, subject to the provision of documentation acceptable to the Chief Executive Officer.
- (u) Subject to Section 27 of the Act and Rule 12(f), all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (v) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (w) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
  - (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player.
- (x) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.

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

- (y) Any Prize or share of a Prize sent by the Licensee to a Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (z) The payment of all Prizes pursuant to this Rule 12 will discharge the Licensee from liability notwithstanding the existence of any trust whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 12 and the Chief Executive Officer is, after such payment has been made, of the view that:
  - (i) the Player was not the Player to whom such payment should have been made; or
  - (ii) a Prize is not payable to the Player;

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

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

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

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

- (bb) Any Prize or share of a Prize to be paid in accordance with Rule 10(i) or Rule 10(k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (cc) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (dd) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner (which is a requirement) , except where such a Ticket is identified as belonging to a Registered Player and the person presenting the relevant Ticket is not the Registered Player to whom the Ticket is registered.
- (ee) The Licensee accepts no responsibility or liability for lost or stolen Tickets. The Licensee is not liable to pay a prize where the winning Ticket cannot be furnished. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (ff) Payment of Prizes in a Game of Promotional Set for Life:
  - (i) A Prize is not payable in a Game of Promotional Set for Life unless:
    - (1) the entry submitted in a Game of Promotional Set for Life is in the form determined by the Chief Executive Officer under Rule 9(k)(i); and
    - (2) if the form of entry requires the Player to have purchased a Ticket in a Game of Set for Life, the Ticket in the Game of Set for Life must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game of Set for Life is valid; and
    - (3) the claimant has complied with all conditions relating to the Game of Promotional Set for Life advertised under Rule 9(k)(ii).
  - (ii) The Licensee may record on an entry in a Game of Promotional Set for Life a verification code or other test and use it to determine whether the entry in a Game of Promotional Set for Life is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Set for Life, on which such a test is recorded, if the entry does not satisfy the test.

## **RULE 13      DISQUALIFICATIONS**

(a) Notwithstanding that:

- (i) acceptance of Entries into a Game of Set for Life has closed;
- (ii) a Ticket may have issued; or
- (iii) a Drawing has occurred in respect of a Ticket;

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

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

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

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

(d) If an Entry which would otherwise be eligible for a Provisional Prize is disqualified during the Provisional Period then the value of the Provisional Prize shall be varied to take into account such disqualification.

(e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 13(d) then:

- (i) in the case of a Division 1 Prize and/or Division 2 Prize, the provisions of Rule 10(g)(i) and Rule 10(g)(ii) will apply;
- (ii) otherwise the value and numbers of winners will be varied in accordance with Rule 10(g)(iii) to (viii) .

## **RULE 14            LIMITATION OF LIABILITY**

- (a) By entering a Game of Set for Life or Game of Promotional Set for Life a Player acknowledges that he or she has entered into an agreement with the Licensee and the Retailer and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof. Any Ticket having been issued in respect of an Entry in a Game of Set for Life which is disqualified in accordance with Rule 13 shall automatically be void and cancelled.
  
- (b) The Licensee, Directors, the Chief Executive Officer, Retailers and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of loss or destruction of a Ticket or a ticket in a Game of Promotional Set for Life for any reason or from any cause (whether arising from, or contributed to, by negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket or ticket in a Game of Promotional Set for Life.
  
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Set for Life. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 12.
  
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or Contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Set for Life or Game of Promotional Set for Life; and
  
  - (ii) without prejudice to the generality of Rule 14(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize;
  
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
  
    - (3) the processing of a Ticket that has won a Prize;
  
    - (4) the inclusion of an Entry in any particular Game of Set for Life or entry in a Game of Promotional Set for Life received by way of Entry Coupon or Automatic Entry;
  
    - (5) the receipt and processing of a Prize claim form; or
  
    - (6) the cancellation of a Ticket; and
  
  - (iii) without prejudice to the generality of Rule 14(d)(i) and Rule 14(d)(ii), any fraudulent or unlawful act or omission on the part of the Retailer or an employee, servant or contractor of the Retailer in respect of:
    - (1) the processing of an Entry Coupon;

- (2) the issue of a Ticket;
  - (3) the completion of a Prize claim form;
  - (4) the receipt of a Prize claim form;
  - (5) the processing of a Prize claim;
  - (6) the payment of a Prize;
  - (7) the cancellation of a Ticket; and
- (iv) any statement made by a Retailer or an employee, servant or contractor of a Retailer or by the Licensee, or any Employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Retailer and each and every Employee of a Retailer shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Set for Life or Game of Promotional Set for Life; and
  - (ii) without prejudice to the generality of Rule 14(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Coupon or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize; or
    - (4) the inclusion of an Entry in any particular Game of Set for Life or entry in any particular Game of Promotional Set for Life received by way of Entry Coupon or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee of the Licensee or a Retailer, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Set for Life or Game of Promotional Set for Life due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.

- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Set for Life, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 14(h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 14(a) to 14(j) inclusive as those protected by said Rules.

**RULE 15            AGREEMENTS RELATING TO A GAME OF PROMOTIONAL SET FOR LIFE**

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

**SCHEDULE 1 SELLING FEES PAYABLE FOR THE GAME OF SET FOR LIFE THAT APPLY TO RETAILERS (OTHER THAN RESELLERS)**

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

<b>Entry Type (Game Panels)</b>	<b>Equivalent Standard Games for a Weekly Entry</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
2	14	\$9.30	\$8.40	\$0.90
3	21	\$13.90	\$12.60	\$1.30
4	28	\$18.50	\$16.80	\$1.70
5	35	\$23.10	\$21.00	\$2.10
6	42	\$27.80	\$25.20	\$2.60
7	49	\$32.45	\$29.40	\$3.05
8	56	\$37.05	\$33.60	\$3.45
9	63	\$41.70	\$37.80	\$3.90
10	70	\$46.20	\$42.00	\$4.20
11	77	\$50.95	\$46.20	\$4.75
12	84	\$55.60	\$50.40	\$5.20
13	91	\$60.20	\$54.60	\$5.60
14	98	\$64.85	\$58.80	\$6.05
15	105	\$69.50	\$63.00	\$6.50
16	112	\$74.10	\$67.20	\$6.90
17	119	\$78.75	\$71.40	\$7.35
18	126	\$83.40	\$75.60	\$7.80
19	133	\$88.00	\$79.80	\$8.20
20	140	\$92.65	\$84.00	\$8.65
21	147	\$97.30	\$88.20	\$9.10
22	154	\$101.90	\$92.40	\$9.50
23	161	\$106.55	\$96.60	\$9.95
24	168	\$111.20	\$100.80	\$10.40
25	175	\$115.80	\$105.00	\$10.80
26	182	\$120.45	\$109.20	\$11.25
27	189	\$125.10	\$113.40	\$11.70
28	196	\$129.70	\$117.60	\$12.10
29	203	\$134.35	\$121.80	\$12.55
30	210	\$139.00	\$126.00	\$13.00
31	217	\$143.60	\$130.20	\$13.40

<b>Entry Type (Game Panels)</b>	<b>Equivalent Standard Games for a Weekly Entry</b>	<b>Selling Fee</b>	<b>Subscription</b>	<b>Commission</b>
32	224	<b>\$148.25</b>	\$134.40	\$13.85
33	231	<b>\$152.90</b>	\$138.60	\$14.30
34	238	<b>\$157.50</b>	\$142.80	\$14.70
35	245	<b>\$162.15</b>	\$147.00	\$15.15
36	252	<b>\$166.75</b>	\$151.20	\$15.55
37	259	<b>\$171.40</b>	\$155.40	\$16.00
38	266	<b>\$176.05</b>	\$159.60	\$16.45
39	273	<b>\$180.65</b>	\$163.80	\$16.85
40	280	<b>\$185.30</b>	\$168.00	\$17.30
41	287	<b>\$189.95</b>	\$172.20	\$17.75
42	294	<b>\$194.55</b>	\$176.40	\$18.15
43	301	<b>\$199.20</b>	\$180.60	\$18.60
44	308	<b>\$203.85</b>	\$184.80	\$19.05
45	315	<b>\$208.45</b>	\$189.00	\$19.45
46	322	<b>\$213.10</b>	\$193.20	\$19.90
47	329	<b>\$217.75</b>	\$197.40	\$20.35
48	336	<b>\$222.35</b>	\$201.60	\$20.75
49	343	<b>\$227.00</b>	\$205.80	\$21.20
50	350	<b>\$231.60</b>	\$210.00	\$21.60

## SCHEDULE 2 SELLING FEES PAYABLE FOR THE GAME OF SET FOR LIFE THAT APPLY TO RESELLERS

The Selling Fee, Subscription and Commission payable for a Weekly Entry are the amounts payable for that Entry Type outlined in this Schedule 2, which may be subject to an Ancillary Fee, multiplied by the number of weeks that the Entry is entered into.

Entry Type (Game Panels)	Equivalent Standard Games for a Weekly Entry	Selling Fee*	Subscription	Commission
2	14	\$9.20	\$8.40	\$0.80
3	21	\$13.75	\$12.60	\$1.15
4	28	\$18.35	\$16.80	\$1.55
5	35	\$22.95	\$21.00	\$1.95
6	42	\$27.55	\$25.20	\$2.35
7	49	\$32.15	\$29.40	\$2.75
8	56	\$36.70	\$33.60	\$3.10
9	63	\$41.30	\$37.80	\$3.50
10	70	\$45.90	\$42.00	\$3.90
11	77	\$50.50	\$46.20	\$4.30
12	84	\$55.10	\$50.40	\$4.70
13	91	\$59.70	\$54.60	\$5.10
14	98	\$64.25	\$58.80	\$5.45
15	105	\$68.85	\$63.00	\$5.85
16	112	\$73.45	\$67.20	\$6.25
17	119	\$78.05	\$71.40	\$6.65
18	126	\$82.65	\$75.60	\$7.05
19	133	\$87.20	\$79.80	\$7.40
20	140	\$91.80	\$84.00	\$7.80
21	147	\$96.40	\$88.20	\$8.20
22	154	\$101.00	\$92.40	\$8.60
23	161	\$105.60	\$96.60	\$9.00
24	168	\$110.15	\$100.80	\$9.35
25	175	\$114.75	\$105.00	\$9.75
26	182	\$119.35	\$109.20	\$10.15
27	189	\$123.95	\$113.40	\$10.55
28	196	\$128.55	\$117.60	\$10.95
29	203	\$133.15	\$121.80	\$11.35
30	210	\$137.70	\$126.00	\$11.70
31	217	\$142.30	\$130.20	\$12.10
32	224	\$146.90	\$134.40	\$12.50

<b>Entry Type (Game Panels)</b>	<b>Equivalent Standard Games for a Weekly Entry</b>	<b>Selling Fee*</b>	<b>Subscription</b>	<b>Commission</b>
33	231	<b>\$151.50</b>	\$138.60	\$12.90
34	238	<b>\$156.10</b>	\$142.80	\$13.30
35	245	<b>\$160.65</b>	\$147.00	\$13.65
36	252	<b>\$165.25</b>	\$151.20	\$14.05
37	259	<b>\$169.85</b>	\$155.40	\$14.45
38	266	<b>\$174.45</b>	\$159.60	\$14.85
39	273	<b>\$179.05</b>	\$163.80	\$15.25
40	280	<b>\$183.60</b>	\$168.00	\$15.60
41	287	<b>\$188.20</b>	\$172.20	\$16.00
42	294	<b>\$192.80</b>	\$176.40	\$16.40
43	301	<b>\$197.40</b>	\$180.60	\$16.80
44	308	<b>\$202.00</b>	\$184.80	\$17.20
45	315	<b>\$206.60</b>	\$189.00	\$17.60
46	322	<b>\$211.15</b>	\$193.20	\$17.95
47	329	<b>\$215.75</b>	\$197.40	\$18.35
48	336	<b>\$220.35</b>	\$201.60	\$18.75
49	343	<b>\$224.95</b>	\$205.80	\$19.15
50	350	<b>\$229.55</b>	\$210.00	\$19.55

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

**PUBLIC LOTTERIES ACT 1996**

**SET FOR LIFE**

**APPROVAL OF AMENDMENT TO THE CONDITIONS OF PRODUCT LICENCE**

I, John Tansey, Executive Director, Policy & Strategy, pursuant to clause 3(1)(f) of the “Set For Life” Product Licence Conditions, **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Conditions of Set for Life Product Licence, as annexed to this instrument, effective from 23 March 2020.

**Dated** this 12<sup>th</sup> day of December 2019

**John Tansey**  
Executive Director, Policy & Strategy  
Department of Customer Service

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# **Conditions of Set for Life Product Licence**

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## 1 Definitions and interpretation

In the Product Licence and these Conditions, capitalised terms have the meanings set out in Schedule 1.

Terms not defined in the Product Licence or these Conditions that have a meaning given by the Act have that meaning in these Conditions.

The Product Licence and these Conditions are to be interpreted and construed in accordance with the rules of interpretation and construction set out in Schedule 1.

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## 2 Effects of conditions

### 2.1 Status

The obligations imposed on the Product Licensee by these Conditions are conditions of a licence imposed by the Minister under section 14 of the Act or mandatory conditions of a Product Licence provided for by Schedule 1, clause 2 of the Act. These conditions are in addition to conditions of a licence imposed by the Act.

### 2.2 Incorporation

A condition of a licence imposed by the Act is incorporated in these Conditions.

### 2.3 No amendment

Despite any provision of these Conditions, a condition of a licence imposed by the Act may not be amended.

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## 3 Mandatory conditions

### 3.1 Process for amendment – Product Licensee’s request

The procedure that must be followed by the Product Licensee and the Minister in connection with an application by the Product Licensee to amend a Condition (by imposing further Conditions or by altering or removing existing Conditions) under section 14(7) of the Act is as follows:

- (a) If the Product Licensee wishes to apply to the Minister to amend a Condition, the Product Licensee must complete and lodge with the Minister an application for amendment (**Conditions Amendment Application**).
- (b) The Conditions Amendment Application must include:
  - (i) the terms of the proposed amendment;
  - (ii) the Product Licensee’s submissions as to reasons for the amendment;
  - (iii) the Product Licensee’s submissions as to the effect of the amendment on the integrity of Games of Set for Life and Games of Promotional Set for Life;
  - (iv) the Product Licensee’s submissions as to the effect of the amendment on the harm minimisation and consumer protection measures of Games of Set for Life and Games of Promotional Set for Life;

- (v) the Product Licensee's submissions as to the estimated financial effect of the amendment on the business of conducting Games of Set for Life and Games of Promotional Set for Life;
  - (vi) the Product Licensee's submissions as to the estimated effect of the amendment on general duties payable to the Treasurer under the Act; and
  - (vii) any other matters specified by the Minister.
- (c) The Minister must, within 20 Business Days of lodgement of the Conditions Amendment Application, notify the Product Licensee of any further information the Minister requires to determine the Conditions Amendment Application.
  - (d) If the Minister does not give a notice within the time specified in Condition 3.1(c), the Conditions Amendment Application is taken to be complete on the date of receipt of the Conditions Amendment Application and must be determined by the Minister on the basis of the information provided.
  - (e) If the Minister does give a notice within the time specified in Condition 3.1(c), the Product Licensee must provide the further information required within 20 Business Days of receipt of the notice. Upon provision of the further information, the Conditions Amendment Application is taken to be complete on the date of receipt of the further information and must be determined by the Minister on the basis of the information provided.
  - (f) The Minister must determine a Conditions Amendment Application within 20 Business Days of the date a Conditions Amendment Application is taken to be complete under Condition 3.1(d) or 3.1(e) as the case requires.
  - (g) The Product Licensee may withdraw a Conditions Amendment Application at any time before it is determined.

### 3.2 Process for amendment – Minister

The procedure that must be followed by the Minister to amend a Condition under section 14(2) of the Act (by imposing further Conditions or by altering or removing existing Conditions) or section 14(4) of the Act (by subsequently amending a Condition specifying a general duty or licence duty to be paid under Part 5 of the Act) (in each case, **Proposed Amendment**) is as follows:

- (a) The Minister may amend a Condition by notice to the Product Licensee (**Amendment Notice**).
- (b) The Amendment Notice must include:
  - (i) the terms of the Proposed Amendment;
  - (ii) the reasons for the Proposed Amendment;
  - (iii) where relevant, information as to the effect of the Proposed Amendment on the integrity of Games of Set for Life and Games of Promotional Set for Life; and
  - (iv) where relevant, information as to the effect of the Proposed Amendment on the harm minimisation and consumer protection measures of Games of Set for Life and Games of Promotional Set for Life.
- (c) The Product Licensee must, within 20 Business Days of lodgement of the Amendment Notice, notify the Minister:
  - (i) that it agrees to the terms of the Proposed Amendment;

- (ii) if it does not agree to the terms of the Proposed Amendment, of changes to the terms of the Proposed Amendment to which it would agree; or
- (iii) if it will not agree to the terms of the Proposed Amendment even with changes, that it will not agree to the terms of the Proposed Amendment,

and, in the case of Condition 3.2(c)(ii) or (iii), must notify the Minister of the reasons for its changes or for not agreeing to the Proposed Amendment, as the case may be.

- (d) If the Product Licensee does not give a notice within the time specified in Condition 3.2(c) or gives a notice under Condition 3.2(c)(i), the Proposed Amendment is effective on the later of:
  - (i) the expiry of the 20 Business Day period;
  - (ii) any later date nominated by the Minister by notice to the Product Licensee; or
  - (iii) the date of approval by the Treasurer under section 14(4), if required.
- (e) If the Product Licensee gives notice within the time specified in Condition 3.2(c) and under Condition 3.2(c)(ii), the Minister may agree the changes to the terms of the Proposed Amendment within a further 20 Business Days of receipt. In that case, the Proposed Amendment with those changes is effective on the later of:
  - (i) the expiry of that further 20 Business Day period;
  - (ii) any later date nominated by the Minister by notice to the Product Licensee; or
  - (iii) the date of approval by the Treasurer under section 14(4), if required.

To avoid doubt, this Condition 3.2 applies to amendments regulated by sections 14(2) and 14(4) of the Act. It does not apply to amendments regulated by section 14(3) of the Act.

### 3.3 Product Licensee to comply with the Rules

The Product Licensee must comply with the Rules.

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## 4 Procedure – application for amendment to Rules

The procedure that must be followed by the Product Licensee and the Minister in connection with an application by the Product Licensee to amend the Rules under section 23 of the Act (by imposing further Rules or by altering or removing existing Rules) is as follows:

- (a) If the Product Licensee wishes to apply to the Minister to amend the Rules, the Product Licensee must complete and lodge with the Minister an application for amendment (**Rules Amendment Application**).
- (b) The Rules Amendment Application must include:
  - (i) the terms of the proposed amendment;
  - (ii) a set of the Rules marking up all the proposed amendments and a clean set of the Rules containing all the proposed amendments;
  - (iii) the Product Licensee's submissions as to reasons for the amendment;
  - (iv) the Product Licensee's submissions as to the effect of the amendment on the integrity of Games of Set for Life and Games of Promotional Set for Life;

- (v) the Product Licensee's submissions as to the effect of the amendment on the harm minimisation and consumer protection measures of Games of Set for Life and Games of Promotional Set for Life;
  - (vi) the Product Licensee's submissions as to the estimated financial effect of the amendment on the business of conducting Games of Set for Life and Games of Promotional Set for Life;
  - (vii) the Product Licensee's submissions as to the estimated effect of the amendment on general duties payable to the Treasurer under the Act; and
  - (viii) any other matters specified by the Minister.
- (c) The Minister must, within 20 Business Days of lodgement of the Rules Amendment Application, notify the Product Licensee of any further information the Minister requires to determine the Rules Amendment Application.
  - (d) If the Minister does not give a notice within the time specified in Condition 4(c), the Rules Amendment Application is taken to be complete on the date of receipt of the Rules Amendment Application and must be determined by the Minister on the basis of the information provided.
  - (e) If the Minister does give a notice within the time specified in Condition 4(c), the Product Licensee must provide the further information required within 20 Business Days of receipt of the notice. Upon provision of the further information, the Rules Amendment Application is taken to be complete on the date of receipt of the further information and must be determined by the Minister on the basis of the information provided.
  - (f) The Minister must determine a Rules Amendment Application within 20 Business Days of the date a Rules Amendment Application is taken to be complete under Condition 4(d) or 4(e) as the case requires.
  - (g) The Product Licensee may withdraw a Rules Amendment Application at any time before it is determined.

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## 5 Minor procedural variations

- (a) Despite Conditions 3.1, 3.2 and 4, but subject to Condition 5(b), the Minister and the Product Licensee may agree to vary a period, a time at which a document is taken to be complete or a time by which information is to be provided specified in any of Conditions 3.1, 3.2 and 4. That variation is effective when the Minister notifies the Product Licensee of the agreed variation. The Minister may notify the Product Licensee that the variation is effective retrospectively.
- (b) The Minister and the Product Licensee may not agree to vary the period provided for in Condition 3.1(f).

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## 6 Responsibilities of Product Licensee

- (a) Games of Set for Life and Promotional Set for Life must be conducted in accordance with the Regulatory Requirements.
- (b) The Product Licensee, at its own cost and expense (except where otherwise hereinafter expressly provided):
  - (i) must provide the means by which Players may obtain an Entry in a Game of Set for Life and enter into a Game of Promotional Set for Life and must accept subscriptions in respect of a Game of Set for Life at branches and through Agents

and Direct Mail Agents, through which it, from time to time, offers Entries in a Game of Set for Life or entries in a Game of Promotional Set for Life or as otherwise approved;

- (ii) subject only to the provisions of Schedule 2, Part 4, Division 3 of the Act as at the date this Product Licence is given, has the authority and responsibility to select Agents and Direct Mail Agents and to determine the terms and conditions upon which they are appointed;
- (iii) must control the provision of the means by which Players may obtain an Entry in a Game of Set for Life and Players may enter into a Game of Promotional Set for Life ;
- (iv) must take such steps as are necessary, including the implementation of appropriate security procedures, to ensure the proper conduct, in accordance with the Product Licence, these Conditions and the Rules, of each Game of Set for Life and Promotional Set for Life;
- (v) has the sole authority to receive subscriptions and to operate upon the General Fund and the Set for Life Prize Fund Account;
- (vi) must identify each Entry eligible for a prize and each entry in a Game of Promotional Set for Life eligible for a prize as soon as possible after each drawing;
- (vii) must take such steps as are necessary to ensure the observance of the Rules so far as concerns:
  - (A) the sale of Entries in a Game of Set for Life;
  - (B) the means of entering a Game of Promotional Set for Life; and
  - (C) the payment of prizes;
- (viii) must secure the provision of Entry Forms and other such stationery and other stores as may be necessary to conduct Games of Set for Life and Games of Promotional Set for Life;
- (ix) has the responsibility for processing all current Entries in a Game of Set for Life where the subscription was paid prior to the commencement of the Product Licence, and all Entries where the subscription was paid subsequent to the commencement of the Product Licence;
- (x) has the responsibility for processing all current entries in a Game of Promotional Set for Life conducted before and after the commencement of the Product Licence;
- (xi) must arrange for the marketing, promotion and advertising of Games of Set for Life and Games of Promotional Set for Life and the publicity attendant upon the conduct of those games; and
- (xii) must design Games of Set for Life and Games of Promotional Set for Life.

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## 7 Frequency

- (a) The Product Licensee will conduct seven games of Set for Life in each and every week during the term of the Product Licence unless otherwise approved.
- (b) Games of Promotional Set for Life must be drawn at such times as the Chief Executive Officer determines.



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## 8 Subscriptions received

- (a) All subscriptions received by the Product Licensee in respect of any Game of Set for Life conducted by the Product Licensee pursuant to the Product Licence must, in the first instance, be forthwith paid into the General Fund.
- (b) The subscriptions referred to in paragraph (a) must, in accordance with Conditions 9 and 10, be appropriated in the following manner:
  - (i) to the payment of not less than sixty three point two five percent (63.25%) of the subscriptions into the Set for Life Prize Fund Account in accordance with Condition 9 or as otherwise approved;
  - (ii) to the payment of seventy-six point nine one eight percent (76.918%) of the player loss reduced by the global GST amount to the Treasurer as general duty in accordance with section 28(1) of the Act;
  - (iii) the balance remaining to the Product Licensee.
- (c) The Minister may make a direction specifying the maximum percentage of subscriptions that may be appropriated into the Set for Life Prize Fund Account in accordance with Condition 8(b)(i).

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## 9 Set for Life Prize Fund Account

- (a) The Product Licensee must, for the purposes of section 27 of the Act, maintain an account to be named "Set for Life Prize Fund Account", and to be operated by the Chief Executive Officer, and the Chief Executive Officer must, out of the General Fund, pay into the Set for Life Prize Fund Account that part of the subscriptions referred to in Condition 8(b)(i).
- (b) The Product Licensee must subsidise the Set for Life Prize Fund Account in the event, and to the extent, of any shortfall of funds in that account required for payment of prizes.
- (c) The Product Licensee must maintain an account in the name of the Licensee which is solely controlled by the Licensee and which is to be named the "Set for Life Annuity Prize Fund Account".
- (d) The Set for Life Annuity Prize Fund Account is to be operated by the Chief Executive Officer and the Chief Executive Officer must –
  - (i) out of the Set for Life Prize Fund Account established pay into the Set for Life Annuity Prize Fund Account an amount equal to the total of the outstanding Division 1 and Division 2 prize instalments when the prize has been claimed by the winners; and
  - (ii) pay each monthly instalment to each of the Division 1 and Division 2 prize winners as and when they fall due from the Set for Life Annuity Prize Fund Account; and
  - (iii) ensure that the minimum balance in the Set for Life Annuity Prize Fund Account will be no less than the minimum required to meet the total liability for the Licensee to the Division 1 and Division 2 prize winners; and
  - (iv) in the event of the cancellation or surrender of the licence, pay any amount held in the Set for Life Annuity Prize Fund Account to a Successor Licensee or Successor Licensees in accordance with clause 11.3 of the Operator Licence to facilitate the continuity of the Public Lotteries by the Successor Licensee or Successor Licensees following the Expiry Date.

- (e) If the Operator Licence has not been extended or a new Operator Licence has not been granted to the Licensee, the Minister may, in the final 12 months of the Operator Licence, direct the Licensee to pay the outstanding instalments to each of the Division 1 and Division 2 prize winners as a lump sum payment. The payment must be made within 1 month of the Direction being issued.

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## 10 Duty payable to the Treasurer

### 10.1 Payment of general duty

The Product Licensee must pay as general duty the amount payable to the Treasurer in accordance with Condition 8(b)(ii) hereof within seven (7) days of the end of the month in which subscriptions were received.

### 10.2 Payment of licence duty

- (a) On the date of grant of the Product Licence and within one month after each Anniversary, the Product Licensee must pay to the Treasurer as licence duty under section 29 of the Act the amount determined in accordance with paragraph (b).
- (b) The amount to be paid in accordance with paragraph (a) is:
  - (i) on the date of the grant of the Product Licence, \$5,573.06; and
  - (ii) on each Anniversary of the grant of the Product Licence, the amount determined by the following formula:

The greater of:

$A \times (1+B)$

and

$A \times 1.025$

where

A = the licence duty paid with respect to the year prior to that Anniversary; and

B = the CPI figure last published before the end of the 12 month period prior to that Anniversary.

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## 11 Prize Reserve Fund and Prize Pool

- (a) There must be retained in the Prize Reserve Fund located within the Set for Life Prize Fund Account an amount of not more than:
  - (i) forty percent (40%) of all subscriptions received in respect of a particular Set for Life, unless otherwise approvedtogether with an amount representing any unclaimed prizes.
- (b) Excluding amounts retained in accordance with paragraph (a) of this Condition, the subscriptions in the Set for Life Prize Fund Account received for a particular:
  - (i) Set for Life must be reallocated as the Division 3, 4, 5, 6, 7 and 8 Prize Pools; and



- (ii) Set for Life must be reallocated as the Prize Pool;

for that particular Game of Set for Life in accordance with the Rules.

- (c) Amounts retained in accordance with paragraph (a)(i) of this Condition may be used to fund the Division 1 and Division 2 Prizes for Set for Life in accordance with the Rules.
- (d) The amount in the Set for Life Prize Fund Account, including for the time being amounts retained in accordance with paragraph (a) of this Condition and the proceeds of any investment in accordance with section 27 of the Act of any money kept in the Set for Life Prize Fund Account, must be applied to the purposes referred to in this paragraph and in the order set out hereunder:
  - (i) firstly, in payment of a prize in respect of any Entry which, consistent with the Rules, may be accepted by the Product Licensee as eligible for that prize after the declaration of the results of a Game of Set for Life;
  - (ii) secondly, in payment, consistent with the Rules, of any additional prize or prizes in any Game of Set for Life which may include prizes paid on special occasions (as approved from time to time) and which include special prizes paid when there is no first prize winner. Any additional prize or prizes paid on special occasions may be paid in monetary terms or in kind and may include a prize or prizes paid pursuant to a Second Drawing of a Game of Set for Life;
  - (iii) thirdly, in reimbursement to the Product Licensee for any amount by which it has subsidised the Set for Life Prize Fund Account;
  - (iv) fourthly, to meet any shortfall attributable to adjustments made after the declaration of the results of a Game of Set for Life;
  - (v) fifthly, in payment, consistent with the Rules, of any prize or prizes in any Game of Promotional Set for Life. Any prize paid in relation to a Game of Promotional Set for Life may be paid in monetary terms or in kind; and
  - (vi) sixthly, in payment of the cost of operating the Set for Life Prize Fund Account.

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## 12 Prize payments

During the term of the Product Licence, the Product Licensee shall pay to winning Players, including such winning Players as may be determined in respect of Games of Set for Life and Games of Promotional Set for Life conducted by an interstate and/or overseas authority subject to the Agreement, such prizes or dividends as shall be specified in accordance with the Regulatory Requirements.

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## 13 Supervision at drawing

The drawing of Games of Set for Life and Games of Promotional Set for Life must be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State in which the drawings are conducted.

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## 14 Inspection of equipment

The Product Licensee must permit any person nominated by the Minister to inspect, examine or test at any reasonable hour any equipment by means of which selection of numbers at a drawing is to be effected and must comply with any reasonable direction of that person.



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## 15 Publication of results

As soon as practicable after the drawing of a Game of Set for Life or Promotional Set for Life, the Product Licensee must make available on its website the results of the drawing.

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## 16 Approved Lotto equipment

A Product Licensee or Agent must not use, in relation to the conduct of any Game of Set for Life or Promotional Set for Life, any electrical or mechanical device or equipment:

- (a) in connection with the registration or processing of any Player's Entry in the Game of Set for Life; or
- (b) that affects the outcome of the Game of Set for Life,

unless the device or equipment, and the location of the device or equipment, is approved for the time being by the Minister.

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## 17 Agent's commission

- (a) The terms and conditions on which the Product Licensee appoints an Agent or Direct Mail Agent must include:
    - (i) provision for the Agent to charge a Player commission on behalf of the Product Licensee or in relation to a Direct Mail Agent to charge a Player commission on behalf of the Product Licensee, such commission being in addition to the subscription payable under the Rules;
    - (ii) provision for the payment by the Agent or the Direct Mail Agent of the commission to the Product Licensee in such manner as the Product Licensee may direct from time to time;
    - (iii) the payment by the Product Licensee to the Agent or Direct Mail Agent of an amount as handling fees being an amount equivalent to the amount of commission paid by the Agent or Direct Mail Agent to the Product Licensee.
  - (b) A like amount as is referred to in paragraph (a) of this Condition must be charged and retained by the Product Licensee in respect of the acceptance at any branch of the Product Licensee of any Entry or any subscription in respect of, a Game of Set for Life.
  - (c) The Chief Executive Officer may from time to time authorise a Direct Mail Agent to charge a Player from whom the Direct Mail Agent accepts a subscription in respect of a Game of Set for Life an amount in addition to the commission payable in accordance with Condition 17(a) for the provision of such ancillary services as may be approved by the Minister.
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## Schedule 1 — Dictionary

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### Dictionary

#### PART 1

In these Conditions, unless the context or subject matter otherwise requires:

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**Act** means the *Public Lotteries Act 1996 (NSW)* and any amendment, modification or variation or abrogation thereof for the time being in force;

**Agent** means a person appointed by the Product Licensee as its agent for purposes associated with Games of Set for Life and Games of Promotional Set for Life conducted by the Product Licensee and includes a Direct Mail Agent;

**Agreement** means any agreement for the time being made between the Product Licensee and interstate and/or overseas authorities in participating areas for the conduct by them of:

- (i) Games of Set for Life; or
- (ii) Games of Set for Life and Games of Promotional Set for Life;

**Amendment Notice** has the meaning given in Condition 3.2(a);

**Anniversary** means an anniversary of the grant of the Product Licence;

**approved** means approved in writing by the Minister;

**Automatic Entry** means an Entry in respect of a Game of Set for Life made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) wherein:

- (i) the selection of numbers is made by way of a computer linked terminal or central processing computer equipment of the Product Licensee; or
- (ii) the numbers are the numbers previously selected and stored in the central processing computer equipment of the Product Licensee;

**Business Day** means any day (other than a Saturday or Sunday) on which banks are open for general business in Sydney;

**Chief Executive Officer** means the Chief Executive Officer of the Product Licensee or such delegate appointed by the Chief Executive Officer pursuant to the Rules;

**commission** has the meaning in section 4(1) of the Act;

**computer linked terminal** means computer equipment located in branches of the Product Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Product Licensee for purposes associated with Games of Set for Life and Games of Promotional Set for Life;

**Condition** in relation to the Product Licence, means any obligation imposed on the Product Licensee in this document or any condition of a product licence imposed by the Act;

**Conditions Amendment Application** has the meaning in Condition 3.1(a);

**conduct** in relation to Games of Set for Life and Games of Promotional Set for Life has the meaning in section 4(1) of the Act;

**corresponding law** means a law of another State, Territory or Country pursuant to which a person is authorised to conduct:

- (iii) Games of Set for Life; or
- (iv) Games of Set for Life and Games of Promotional Set for Life;



**CPI** means the year ended percentage change in the Australian consumer price index (all groups, weighted average of eight capital cities) as measured by the Australian Bureau of Statistics;

**Direct Mail Agent** means an agent, approved by the Minister, who is authorised by the Product Licensee to receive subscriptions, commissions and instructions in respect of a Game of Set for Life or entries and instructions with respect to a Game of Promotional Set for Life from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile, or modem (internet) and such Direct Mail Agent may receive prizes for and of behalf of a Player;

**drawing** means:

- (v) in relation to a Game of Set for Life the selection of the winning numbers and the extra numbers by lot using a Drawing Device;
- (vi) in relation to a Second Drawing the selection of the winning numbers by lot using a Drawing Device; and
- (vii) in relation to a Game of Promotional Set for Life the selection by such method approved by the Chief Executive Officer of the prize numbers;

**Drawing Device** means equipment as approved from time to time used to conduct a drawing;

**Entry** means the numbers in a Game of Set for Life which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry and which are on the same numbered line on a ticket and in respect of which the correct subscription, as the case may be, has been paid;

**Entry Form** means the approved form to be completed by a Player wishing to use this form of entry in respect of an Entry in a Game of Set for Life or an entry in a Game of Promotional Set for Life;

**Game of Set for Life** means a public lottery conducted pursuant to the Regulatory Requirements, but does not include a Game of Promotional Set for Life;

**Game of Promotional Set for Life** means a public lottery conducted for the purpose of promoting a Game of Set for Life, and in respect of which:

- (viii) eligibility to enter is confined to Players in a Game of Set for Life; and
- (ix) no further subscription or commission is charged;

**General Fund** means the account in the name of and controlled by the Product Licensee, into which the Product Licensee receives all monies payable in respect of subscriptions in respect of all public lotteries for which the Product Licensee holds a product licence;

**global GST amount** means the global GST amount defined and calculated in accordance with the *A New Tax System (Goods and Services) Tax Act 1999 (Cth)*;

**interstate authority** means a person who is authorised to conduct:

- (x) Games of Set for Life; or
- (xi) Games of Set for Life and Games of Promotional Set for Life

in a participating area within Australia;



**Set for Life** means a game known as "Set for Life", the design and Rules of which have been approved;

**Set for Life Prize Fund Account** means the account referred to in Condition 9 of these Conditions;

**Minister** means the Minister of the Crown for the time being administering the Act;

**month** means a calendar month and "monthly" has a corresponding meaning;

**number** has the meaning in section 5 of the Act;

**Operator Licence** means the operator licence granted to New South Wales Lotteries Corporation Pty Limited, a company incorporated under the Corporations Act 2001 (Cth) and wholly owned by Tattersall's Holdings Pty Ltd ACN 081 925 706 (both of which are ultimately owned by Tatts Group Limited ACN 108 686 040), pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a product licence granted pursuant to the Act;

**participating area** means a State, Territory or Country in which a person is authorised to conduct:

(xii) Games of Set for Life; or

(xiii) Games of Set for Life and Games of Promotional Set for Life

under a corresponding law;

**Player** means a person who:

(xiv) has paid the correct subscription and commission for a valid Entry; and

(xv) holds, bears and submits a valid ticket to the Product Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a prize,

and includes, where relevant, a person who has validly entered a Promotional Game of Set for Life and who holds, bears and submits a ticket in the Promotional Game of Set for Life to the Product Licensee, an Agent, or a Direct Mail Agent for the purposes of receiving a prize;

**player loss** has the meaning in section 4(1) of the Act;

**prize** means any sum computed and payable to a Player in accordance with the provisions of the Rules;

**Prize Fund** means an account established pursuant to section 27 of the Act and known as the Set for Life Prize Fund Account;

**prize numbers** in relation to a Game of Promotional Set for Life means the numbers required by the Rules to win a Game of Promotional Set for Life drawn or selected in such other manner as directed by the Chief Executive Officer for that game or such other numbers as may be specified by the Chief Executive Officer;

**Prize Pool** means the amount in the Prize Fund allocated for the payment of prizes being:

(xvi) not more than forty percent (40%) of all subscriptions received for Set for Life

unless otherwise approved;



**Prize Reserve Fund** means the fund located in the Prize Fund pursuant to section 27 of the Act and known as the Prize Reserve Fund;

**Product Licence** means the product licence to conduct Games of Set for Life and Games of Promotional Set for Life, granted pursuant to the Act and contained in the instrument dated 3 December 2019 to which these Conditions are annexed;

**Product Licensee** means the holder of the Product Licence;

**Proposed Amendment** has the meaning in Condition 3.2;

**Public Sector Agency** means:

- (xvii) a Minister of the Crown in right of New South Wales;
- (ii) a department of State (however described) of the Crown in right of New South Wales;
- (iii) an agency of the Crown in right of New South Wales;
- (iv) an officer in the service of the Crown in right of New South Wales;
- (v) a public authority;
- (vi) a State-owned corporation within the meaning of the *State Owned Corporations Act 1989 (NSW)*;

**Regulation** means a regulation made under the Act;

**Regulatory Requirement** means:

- (i) a provision of the Transaction Act, the Act, the Regulation, the Operator Licence, a condition of the Operator Licence, the Product Licence, these Conditions or the Rules; or
- (ii) any requirement, order, direction, determination, notice, consent, approval or other act or decision of the Minister, the Treasurer or any other person authorised to do any of those things under any of the Transaction Act, the Act, the Regulation, the Operator Licence, a condition of the Operator Licence, the Product Licence, these Conditions or the Rules;

**Related Body Corporate** has the meaning in the *Corporations Act 2001 (Cth)*;

**Releasee** has the meaning given in clause 1.4 of Part 2 of Schedule 1;

**Rules** means the rules in force under the Act in relation to Games of Set for Life and Games of Promotional Set for Life;

**Rules Amendment Application** has the meaning given in Condition 4(a);

**Second Drawing** means an additional drawing conducted as part of a Game of Set for Life in accordance with the Rules;

**subscription** has the meaning in section 4(1) of the Act;

**extra numbers** has the meaning in the Rules;



**ticket** means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct subscription for a valid Entry in a Game of Set for Life, and which:

- (i) contains Entry details; and
- (ii) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including prize entitlement) of the ticket; and

may include other particulars as determined by the Product Licensee;

**Ticket Serial Number** means the verification code in the form of numbers and/or letters and/or bar codes which may be printed on tickets and which constitute the means by which the Product Licensee can determine after the issue of the ticket whether it is a valid ticket and also whether it has won a prize;

**Transaction Act** means the *NSW Lotteries (Authorised Transaction) Act 2009 (NSW)*;

**winning numbers** has the meaning in the Rules.

## PART 2

### 1.2 Interpretation

In these Conditions the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of these Conditions;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
  - (iii) a person includes its successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;
  - (v) a schedule or attachment is a reference to a schedule or attachment to these Conditions;
  - (vi) a law includes:



- (A) any constitutional provision, treaty, decree, statute, regulation, by – law, ordinance or instrument;
- (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
- (C) any judgment; and
- (D) any rule or principle of common law or equity,

and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;

- (vii) where an act may be done with the approval, agreement or consent of another it may not be done until that approval, agreement or consent is received;
- (viii) an agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) in determining the time of day where relevant to these Conditions, the relevant time of day is:
  - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
  - (ii) for any other purpose, the time of day in the place where the party required to perform an obligation is located;
- (i) if there is any inconsistency between these Conditions and the schedules or attachments to these Conditions, the terms of these Conditions prevail;
- (j) any statement qualified by the expression the knowledge or awareness of the Product Licensee is deemed to include (and be limited to) an additional statement that it has been made after due and careful enquiry;
- (k) the giving of any approval or consent by the Minister does not constitute any representation or acknowledgement that the subject matter of the approval or consent complies with law.

### 1.3 Order of precedence

Nothing in these Conditions may be construed to have the effect of limiting the powers of the Minister under the Act nor of limiting the obligations of the Product Licensee under the Act. These Conditions must be construed to minimise inconsistency amongst Regulatory Requirements. Where compliance with one Regulatory Requirement is impossible or impracticable because of an inconsistency with another Regulatory Requirement, the Product Licensee must comply in the following descending order of precedence:

- (a) the Act;
- (b) the Regulation;
- (c) the Operator Licence;



- (d) the Conditions of the Operator Licence;
- (e) the Product Licence;
- (f) these Conditions; and
- (g) the Rules relating to the Product Licence.

#### **1.4 No Liability**

- (a) To the extent permitted by law, neither the State of New South Wales nor any Public Sector Agency is liable to the Product Licensee nor any Related Body Corporate of the Product Licensee and no Product Licensee nor Related Body Corporate may pursue any remedy for or in connection with any act by the Minister under any Regulatory Requirement or the imposition by the Minister of any Regulatory Requirement. It is a Condition that the Product Licensee and each Related Body Corporate of the Product Licensee irrevocably and unconditionally releases the State of New South Wales and each Public Sector Agency (each a Releasee) from all suits, actions, causes of action, claims and demands whatsoever which any of them or any person claiming under or through them has or may have or might but for this release have against any Releasee and from all liability arising from or in connection with any act or omission by the Minister under any Regulatory Requirement or the imposition by the Minister of any Regulatory Requirement.
- (b) For the avoidance of doubt, clause 1.3(a) does not limit or restrict the rights of the Product Licensee nor any Related Body Corporate of the Product Licensee under clause 16 of the Framework and Covenant Deed which was entered into by, amongst others, the State and the Product Licensee on [insert date] 2010.

#### **1.5 Costs of performance**

Where these Conditions contemplate or require that the Product Licensee undertake an act or fulfil an obligation or do any other thing whatsoever, the Product Licensee must bear the entire cost and expense of doing that act or complying with that obligation or doing that thing.

#### **1.6 Waivers**

- (a) Waiver of any right, power, authority, discretion or remedy arising on default under these Conditions must be in writing and signed by the Minister.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising on default under these Conditions does not result in a waiver of that right, power, authority, discretion or remedy.

#### **1.7 Exercise of rights**

The Minister may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Minister does not prevent a further exercise of that right, power or remedy or an exercise for any other right, power or remedy. Failure by a Minister to exercise or delay in exercising a right, power or remedy does not prevent its exercise. The Minister is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.

#### **1.8 Directions, approvals and consents**

Any direction, consent, approval, agreement, determination, nomination or notification under these Conditions must be in writing. The Minister or Treasurer, as the case requires, may give conditionally or unconditionally or withhold such approval or consent in the Minister's or Treasurer's absolute discretion unless these Conditions expressly provide otherwise. By giving

an approval or consent the Minister or the Treasurer, as the case requires, does not, and may not be taken to, make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval. Neither the Minister nor the Treasurer need give reason for any decision or the exercise of any discretion under these Conditions unless these Conditions expressly provide otherwise.

## 1.9 Severability

If the whole or any part of a provision of the Product Licence or these Conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Product Licence and these Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Product Licence or these Conditions or is contrary to public policy.

## 1.10 Notices

### (a) Form

Unless expressly stated otherwise in these Conditions, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing signed by or on behalf of the Product Licensee or the Minister by an authorised person and must be marked for the attention of:

#### ***Product Licensee***

Address  
Fax number  
Email  
Attention

#### ***Minister***

Address  
Fax number  
Email  
Attention

### (b) Delivery

A notice must be:

- (i) left at the address set out or referred to in clause 1.10(a); or
- (ii) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in clause 1.10(a); or
- (iii) sent by fax to the fax number set out or referred to in clause 1.10(a); or
- (iv) sent by email to the email address set out or referred to in clause 1.10(a); or
- (v) given in any other way permitted by law.

However, if the intended recipient has notified a changed fax number, email or postal address then the communication must be to that number or address.

### (c) When effective

A notice takes effect from the time it is received unless a later time is specified.



(d) Receipt – post

If sent by post, it is taken to have been received three days after posting (or seven days after posting to or from a place outside Australia).

(e) Receipt – fax

If sent by fax, it is taken to have been received at the time shown in the transmission report as the time that the whole fax was sent.

(f) Receipt – email

If sent by email, it is taken to be received at the time recorded on the email server of the recipient as the time that the whole email was received.

(g) Receipt – general

Despite clauses 1.10(d), 1.10(e) and 1.10(f) above, if it is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

### 1.11 No circumvention

The Product Licensee may not directly or indirectly do or omit to do anything which would prejudice its ability or capacity to comply with these Conditions or that would hinder, circumvent or frustrate the Product Licence or these Conditions or the doing of any act under them.

### 1.12 Survival

The provisions of these Conditions survive:

- (a) for the purpose of enforcement; and
- (b) insofar as the Condition provides, expressly or by implication, that it is intended to survive the expiry of, termination, revocation, cancellation, suspension or surrender of the Product Licence.

