



# Government Gazette

OF THE STATE OF  
NEW SOUTH WALES

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## LEGISLATION

### Proclamations

## Dams Safety Act 1978 No 96—Proclamation

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 27 (1) of the *Dams Safety Act 1978*, do, by this my Proclamation, amend Schedule 1 to that Act:

(a) by inserting in alphabetical order of names of dams the following matter:

Bayswater 2 Main Dam	Unnamed watercourse, Muswellbrook
Bobs Dump Tailings Dam	Unnamed watercourse, Howick Coal Mine, Hunter Valley
Comin Place Detention Basin	Comin Place, Abbotsbury, Fairfield
Dartbrook Tailings Dam	Unnamed watercourse, Aberdeen, Hunter Valley
Daruk Park Detention Basin	Daruk Park, Casula, Liverpool
Deep Creek Snowy Dam	Deep Creek, Khancoban
Donaldson Mine Tailings Dam	Tributary of Weakley's Flat Creek, Hunter Valley
Eucumbene Dam	Eucumbene River, Eucumbene
Geehi Dam	Geehi River, Kosciusko National Park
Guthega Dam	Snowy River, Guthega
Island Bend Dam	Snowy River, Island Bend
Jindabyne Dam	Snowy River, Jindabyne
Jounama Dam	Tumut River, Talbingo
Khancoban Dam	Swampy Plain River, Khancoban
Lake Ettamogah Winter Storage Dam	Nine Mile Creek, Ettamogah, near Albury
Mooney Lower Dam	Mooney Mooney Creek near Gosford
Mooney Upper Dam	Mooney Mooney Creek near Gosford
Mt Arthur North Environmental Dam	Unnamed watercourse, South Muswellbrook
Mt Thorley Central Ramp Tailings Dam	Unnamed watercourse, Mt Thorley Mine, Hunter Valley
Murray 2 Dam	Khancoban Back Creek, Khancoban

## Dams Safety Act 1978 No 96—Proclamation

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North Turramurra Golf Course Dam	Cowan Creek, North Turramurra
Ravensworth Void 3 Tailings Dam	Unnamed watercourse, Ravensworth
SE Tailings Dam	Unnamed watercourse, Lemington, Hunter Valley
Steuart McIntyre Dam	Fattorini Creek, Kempsey
Talbingo Dam	Tumut River, Talbingo
Tantangra Dam	Murrumbidgee River, Tantangra
Tooma Dam	Tooma River, Kosciusko National Park
Tumut 2 Dam	Tumut River, Cabramurra
Tumut 3 Inlet Structure	Tumut River, Talbingo
Tumut Pond Dam	Tumut River, Cabramurra
Wambo Tailings Dam	Unnamed watercourse, Warkworth via Singleton
Wollongong High School Detention Basin	Fairy Creek, Wollongong
Wyong Road Detention Basin	Tumbi Creek, Wyong Road, Killarney Vale

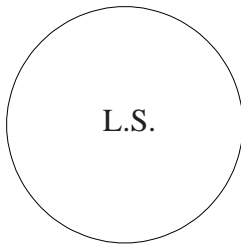
## (b) by omitting the following matter:

Bayswater 3—MMPW1	Quarry Creek near Muswellbrook
Fattorini Creek	Fattorini Creek, Kempsey
Foothills Estate 2	Tributary of Towradgi Creek at Wollongong
Maddens Plains Holding Dam	Stoney Creek, Maddens Plains near Coalcliff
Maryvale Winter Storage	Nine Mile Creek at Maryvale Farm near Albury
Spains Tank Dam	Off-stream, Cobar
Upper Mooney	Mooney Mooney Creek near Gosford

Dams Safety Act 1978 No 96—Proclamation

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Signed and sealed at Sydney, this 16th day of January 2002.



By Her Excellency's Command,

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

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**Explanatory note**

The object of this Proclamation is to amend Schedule 1 to the *Dams Safety Act 1978* (Prescribed dams):

- (a) to add the names of dams to the list of prescribed dams under the Act so as to enable the Dams Safety Committee to exercise certain powers in relation to those dams (including issuing notices requiring work to be done in relation to the safety of those dams), and
- (b) to omit the names of other dams from that list.

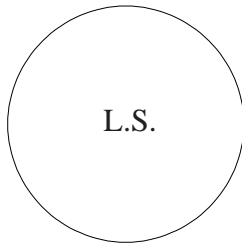
This proclamation is made under section 27 (1) of the Act.

# Children (Criminal Proceedings) Amendment (Adult Detainees) Act 2001 No 123—Proclamation

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 of the *Children (Criminal Proceedings) Amendment (Adult Detainees) Act 2001*, do, by this my Proclamation, appoint 25 January 2002 as the day on which that Act commences.

Signed and sealed at Sydney, this 23rd day of January 2002.



By Her Excellency's Command,

BOB DEBUS, M.P.,  
Attorney General

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## Rules

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### PUBLIC LOTTERIES ACT 1996

#### NOTICE OF AMENDMENT OF RULES FOR DRAW LOTTERIES

I, THE HONOURABLE JACK RICHARD FACE, MP, Minister for Gaming and Racing and the Minister Assisting the Premier on Hunter Development, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as "the Act") pursuant to section 23 of the Act **DO HEREBY APPROVE** the amendments to the Rules for the conduct by New South Wales Lotteries Corporation, a Corporation constituted under Section 5 of the New South Wales Lotteries Corporatisation Act 1996, of Games of Draw Lotteries as attached to this notice. These amended Rules take effect on and from 27 January 2002.

**DATED** this 22nd day of January 2002.

**SIGNED** by

The Honourable Jack Richard Face, MP )  
Minister for Gaming and Racing and )  
Minister Assisting the Premier on )  
Hunter Development )

**PUBLIC LOTTERIES ACT 1996****DRAW LOTTERY RULES**

IT is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of Draw Lottery and Promotional Draw Lottery Games. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 27 January 2002. These Rules supersede the Rules notified previously in the Government Gazette.

**RULE 1. Definitions**

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

- (i) "Act" means the Public Lotteries Act 1996;
- (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Draw Lottery Game) and Subscriptions for Draw Lottery Games;
- (iii) "Agent" means a person appointed by the Licensee as its agent for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
- (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Draw Lottery Games;
- (v) "Approved" means approved in writing by the Minister;
- (vi) "Automatic Entry" means an Entry in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) and includes an Entry previously made by a Player and stored on the central processing computer equipment of the Licensee;
- (vii) "Bounded Area" means the area indicated as such by the symbols "◇" on an Entry Form containing numbers or questions;
- (viii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee;
- (ix) "Commission" means the amount which the Licensee is Approved to charge the Player for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry but which does not include a charge determined in accordance with Condition 17 (c) of the License;
- (x) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Draw Lottery Games or Promotional Draw Lottery Games;
- (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 a Player's Entry in a Draw Lottery Game and where appropriate a Player's entry in a Promotional Draw Lottery Game and which is retained or recorded on magnetic tape or otherwise stored;

- (xii) "Direct Mail Agent" means an Agent, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Draw Lottery Game and instructions with respect to a Promotional Draw Lottery Game from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Draw Lottery Game" means a competition styled as "Draw Lotteries" conducted under the Act 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 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.
- (xvi) "Drawing Date" in relation to a Draw Lottery Game means the date on which the Winning Numbers are drawn in respect of that Draw Lottery Game and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are drawn in respect of a Second Drawing of a Draw Lottery Game;
- (xvii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xix) "Entry" means the Numbers in a Draw Lottery Game which have been selected by the central processing computer equipment by way of an Entry Form or Automatic Entry, which have been recorded in the central processing computer equipment, which (subject to Rule 6(e)) have been Imprinted on the same numbered line on a Ticket and in respect of which a Fee has been paid;
- (xx) "Entry Form" means the Approved form to be completed by a Player wishing to enter a Draw Lottery Game;
- (xxi) "Fee" means the sum of the Commission and Subscription;
- (xxii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
  - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
  - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawing/s.

- (xxiii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxiv) "Licence" means the Licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxv) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxvi) "Mark" means the drawing of a vertical line within a Bounded Area on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxvii) "Minister" means the Minister for the time being administering the Act;
- (xxviii) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one drawing;
- (xxix) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxx) "Numbers" has the same meaning as section 5 of the Act;
- (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:
- (i) has submitted an Entry; and
  - (ii) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Promotional Draw Lottery Game and who holds, bears and submits a ticket in the Promotional Draw Lottery Game to the Licensee, an Agent or a Direct Mail Agent 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" means the amount allocated for the payment of Prizes being not less than fifty five percent (55%) of all Subscriptions received for a particular Draw Lottery Game;
- (xxxvi) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xxxvii) "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;
- (xxxviii) "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;



- (xxxix) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xl) "Second Drawing" means an additional Drawing conducted as part of a Draw Lottery Game in accordance with the Rules;
- (xli) "Subscription" means the amount Approved, excluding Commission, and any additional amount determined in accordance with the Licence which a Player shall be charged to enter a Draw Lottery Game;
- (xlii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has submitted an Entry in a Draw Lottery Game, and which:
- (1) contains Entry details; and
  - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
  - (3) may include other particulars such as, where appropriate, an Automatic Entry indicator.
- (xliii) "Ticket Serial Number" means the numbers and/or letters Imprinted on Tickets and which constitute an official identification of the issue of a Ticket;
- (xliv) "Winning Numbers" in relation to a Draw Lottery Game (including a Second Drawing) means the Numbers that are drawn at random from a pre-determined field of Numbers and that relate to the Prizes in the Prize structure for each Draw Lottery Game.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2.      Conduct of Draw Lottery and Promotional Draw Lottery Games**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, to every Draw Lottery and Promotional Draw Lottery Game.
- (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) Draw Lottery Games will be drawn as determined by the Chief Executive Officer unless the Minister directs otherwise.
- (d) 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 Promotional Draw Lottery Game or separately from a Promotional Draw Lottery Game or otherwise in conjunction with another lottery conducted by the Licensee.
- (e) A Promotional Draw Lottery Game shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.

- (f) 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.
- (g) 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.
- (h) 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.
- (i) A ticket in a Promotional Draw Lottery Game may include one or more Prizes to be won on the same ticket.
- (j) 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 Entry Forms and Tickets 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 Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, these Rules shall apply to each Promotional Draw Lottery Game and shall be binding on all Players.
- (d) By entering a Draw Lottery or 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) These Rules will be displayed and made available for inspection at each Agency.

**RULE 4. Object**

The object of the Draw Lottery Game is to purchase a Ticket which has Numbers the same as the Winning Numbers.

**RULE 5. Eligibility for Inclusion in a Draw Lottery Game**

In order to be eligible for inclusion in a particular Draw Lottery Game, a Ticket must issue to the Player following acceptance of an Entry by a Computer Linked Terminal before the Drawing of that game. Any such Ticket shall be subject to Rule 6(e) hereof.

**RULE 6. Rules Applying to Entry Forms and Tickets**

- (a) An Entry Form shall consist of a series of numbers and questions which must be completed by the Player.
- (b) Players must Mark each number or question selected with a vertical line in blue or black ink wholly within the Bounded Area containing the selected number or question.

- (c) A completed Entry Form or any other approved form of entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player.
- (d) Subject to paragraph (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 Agent or Direct Mail Agent to the Player evidencing the Player's Entry.
- (e) 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.
- (f) A Player may return a Ticket and on request have the same cancelled provided it is returned on the day of purchase to the place of purchase and prior to the closure of the Draw Lottery Game entered. A Ticket so cancelled shall be void.
- (g) 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**

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.

#### **RULE 8. Submission of Entry Forms**

- (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 Form may only be submitted through:
  - (i) an Agent; or
  - (ii) a Direct Mail Agent; or
  - (iii) by post in accordance with paragraphs (k), (l) and (m) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) An Entry Form or any other form of entry in respect of a Draw Lottery Game submitted to an Agent or to a Direct Mail Agent or the Licensee must be accompanied by the correct Fee and player registration fee (if applicable).
- (e) The Licensee may authorise its Agents, for fee or reward, to promote or take part in the formation of a syndicate for the purpose of purchasing an entry in, or subscribing to, a Draw Lottery Game.
- (f) The form of payment of the Fee and player registration fee (if applicable) must be acceptable to the Chief Executive Officer.

- (g)
- (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) (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 8(g)(i) should be addressed:-

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (h) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player.
- (i) Where a Player submits an Entry Form or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (j) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the closure of the next Draw Lottery Game to be drawn. 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.
- (k) Other than as provided for in Rule 6(f) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
- (l) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (m) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the current Draw Lottery Game for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (n) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.
- (o) 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 11 (o)(i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):
- (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:
- (1) constitutes the Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  - (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.

**RULE 9. Determination of Prizes**

- (a) Prizes for each Draw Lottery Game shall be paid by the Licensee from the Prize Pool in accordance with the Prize structure for each particular Draw Lottery Game.
- (b) Any such Prize shall be payable in respect of the Entry which is eligible for the Prize.
- (c) Second Drawing

The Licensee may, subject to the approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Licence, by means of a Second Drawing in any 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 to be paid 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.
- (d) A Draw Lottery Game may include an additional Prize or Prizes, Prizes paid on special occasions or pursuant to Rule 9 (c) (as approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (e) 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; and
    - (6) 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 may consist of or include liquor within the meaning of the Liquor Act 1982. However, the liquor component of any such Prize is to be limited to such proportion of the total value of the Prize, or such quantity, as may be Approved.
- (f) 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 Provisional Prize Winners**

- (a) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the Winning Numbers drawn for each Draw Lottery Game as soon as possible after each Drawing.
- (b) Following each Drawing of a Draw Lottery Game the Licensee shall make available to the media:
- (i) the amount of the Prize Pool allocated to each Prize Division;
  - (ii) the Winning Numbers of Prizes payable in each Prize Division;
  - (iii) the names and addresses of provisional Prize-winners for 1st, 2nd and 3rd Prizes except where either anonymity has been granted in accordance with Rule 8 (g)(i) or where winners are not Registered Players;
  - (iv) information on the manner of payment of Prizes;
  - (v) the manner in which claims under Rules 11(a), 11(f), 11(g) and 11(h) must be made.
- (c) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each:
- (i) Second Drawing as soon as possible after each Drawing; and where appropriate
  - (ii) Promotional Draw Lottery Game as soon as possible after the completion of such Promotional Draw Lottery Game.

**RULE 11.      Procedures for Claiming and Payment of Prizes**

In relation to a Draw Lottery Game:

- (a)
- (i) Other than as provided for Registered Players, all Prizes exceeding \$1,000.00 shown on a Computer Linked Terminal, 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(i) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim is the day of receipt by the Licensee. Prizes so claimed may be paid by the Licensee by cheque or, at the discretion of the Prize-winner, by electronic funds transfer after the expiry of fourteen (14) days from the Drawing Date or within six (6) days after lodgement as aforesaid of the Prize claim form, whichever is the later;

- (b) A Registered Player winning a Prize which exceeds \$10,000 in a Drawing will be notified personally or by mail within five (5) days after the Drawing Date. The Chief Executive Officer may require a Registered Player to claim the Prize by lodging with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 11(i) hereof;
- (c) For Registered Players, all Prizes shown on a Computer Linked Terminal:
- (i) exceeding \$1,000.00 will be paid by the Licensee by cheque or, at the discretion of the Prize-winner, by electronic funds transfer after the expiry of fourteen (14) days after the Drawing Date. Where a Registered Player has been requested to claim the Prize in accordance with Rule 11(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 11(a) hereof;
  - (ii) not exceeding \$1,000.00 will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than four (4) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer after the expiry of four (4) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom.
- (d) For Players who are not Registered Players, all Prizes not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than four (4) weeks.
- (e) Subject to Rules 11(a), 11(b), 11(c), and 11(d) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;
- (f) Prizes not paid by an Agent in accordance with Rule 11(d) will be paid by the Licensee 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.
- (g) A Player who claims to be entitled to:
- (i) a Prize which exceeds \$10,000 in a Drawing and who has not been notified within five (5) days under Rule 11(b); or
  - (ii) a Prize exceeding \$1,000.00 and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;
- must claim by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 11(i);
- (h) A 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 must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 11(i);
- (i) The particulars required by Rules 11(a), 11(b), 11(f), 11(g) and 11(h) are:
- (i) the name and address of the Player;
  - (ii) the Ticket Serial Number;
  - (iii) the Winning Numbers shown on the Ticket;



- (iv) the Player's registration number if a Registered Player;
  - (v) the Ticket; and
  - (vi) such further evidence or information as the Licensee requires;
- (j) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is a Player entitled to that Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player may fail to meet one or more of the elements (1) or (2) contained in Rule 1(xxxii) or may fail to meet some or all the provisions contained in these Rules governing Prize entitlement.
- (k) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules;
- (l) 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;
- (m) 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;
- (n) Where payment of a Prize by the Licensee 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;
- (o) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.
- Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same;
- (p) Any Prize sent by the Licensee to a Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability;
- (q) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability in relation thereto notwithstanding the existence of any trust, whether express or implied, or syndicate (formed pursuant to Rule 8(e) or otherwise). 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 the Player was not the Player to whom such payment should have been made 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;

- (r) Prizes may be claimed through an Agent or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (s) Any Prize to be paid in accordance with Rule 9 (c) or Rule 9 (e) 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) 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(o)(i); and
- (2) if the form of entry requires the Player to have purchased a Ticket in a Promotional Draw Lottery Game, the Ticket in the Promotional Draw Lottery Game must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Promotional Draw Lottery Game is valid,

and the claimant has complied with all conditions relating to the Promotional Draw Lottery Game advertised under Rule 9(f)(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 or entry in a Promotional Draw Lottery Game may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified.

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

- (i) tender of insufficient Fee or a dishonoured cheque or if the form of remittance is not acceptable;
- (ii) the Player has defaulted in payment of any previous Fee;
- (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (iv) Ticket fails any security tests of the Licensee;
- (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
- (vi) any other breach of these Rules which justifies disqualification.

- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an entry has been disqualified and the reason therefor and the

Licensee shall in respect thereof refund to the Player any Subscription paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such entry.

**RULE 13.      Limitation of Liability**

- (a) By entering a Draw Lottery or Promotional Draw Lottery Game a Player acknowledges that he or she has entered into an agreement with the Licensee and the Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or ticket in a Promotional Draw Lottery Game for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or ticket in a Promotional Draw Lottery Game. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 11.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or agent of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) without prejudice to the generality of Rule 13(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize; or
    - (4) the inclusion of an Entry in any particular Draw Lottery Game or entry in a Promotional Draw Lottery Game received by way of Entry Form or Automatic Entry instructions.
- (e) Each and every Agent and every Employee of an Agent shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) without prejudice to the generality of Rule 13(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;

- (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
  - (3) the processing of a Ticket that has won a Prize; or
  - (4) the inclusion of an Entry in any particular Draw Lottery Game or entry in a Promotional Draw Lottery Game received by way of Entry Form or Automatic Entry instructions.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee of the Licensee or an Agent, shall have no liability or responsibility for any consequence of interference with or interruption to any Draw Lottery or Promotional Draw Lottery Game due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or ticket in a Promotional Draw Lottery Game, an Agent shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) Notwithstanding the provisions of Rule 13 (h), in the acceptance of Commission by an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (j) 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(i) inclusive as those protected by said Rules.

#### **RULE 14.**

- (a) The Draw Lottery Rules made pursuant to the Public Lotteries Act 1996 and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer entries made pursuant to Rules previously in force under any earlier Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

#### **RULE 15**

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

## SCHEDULE 1

## COMMISSION AND SUBSCRIPTION PAYABLE FOR DRAW LOTTERY GAMES

Draw Lottery Game	Commission	Subscription
\$2.00 Jackpot Lottery	\$0.15	\$2.00
\$5.00 Jackpot Lottery	\$0.20	\$5.00

**PUBLIC LOTTERIES ACT 1996****NOTICE OF AMENDMENT OF RULES FOR LOTTO**

I, THE HONOURABLE JACK RICHARD FACE, MP, Minister for Gaming and Racing and the Minister Assisting the Premier on Hunter Development, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to section 23 of the Act **DO HEREBY APPROVE** the amendments to the Rules for the conduct by New South Wales Lotteries Corporation, a Corporation constituted under Section 5 of the New South Wales Lotteries Corporatisation Act 1996, of Games of Lotto as attached to this notice. These amended Rules take effect on and from 27 January 2002.

**DATED** this 22nd day of January 2002.

**SIGNED** by

The Honourable Jack Richard Face, MP           )  
Minister for Gaming and Racing and           )  
Minister Assisting the Premier on           )  
Hunter Development                               )

**PUBLIC LOTTERIES ACT 1996****LOTTO RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of the Game of Lotto and Promotional Lotto. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 27 January 2002. These Rules supersede the Rules notified previously in the Government Gazette.

**RULE 1. Definitions**

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

- (i) "Act" means the Public Lotteries Act 1996;
- (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of Lotto) and Subscriptions for Games of Lotto;
- (iii) "Agent" means a person appointed by the Licensee as its agent for purposes associated with Games of Lotto and Games of Promotional Lotto conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
- (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of Lotto;
- (v) "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 Form) wherein:
  - (1) The selection of Numbers is made by way of a Computer Linked Terminal; or
  - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee.
- (vii) "Bounded Area" means the area indicated as such by the symbols "◇" on an Entry Form;
- (viii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee;
- (ix) "Commission" means the amounts which the Licensee is Approved to charge the Player or Syndicate for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry but which does not include a charge determined in accordance with Condition 17 (c) of the Licence;
- (x) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of 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 and a Syndicate Player's Syndicate Entry Share in a Game of Lotto: and
  - (3) where appropriate a Player's entry in a Game of Promotional Lotto
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xii) "Direct Mail Agent" means an Agent, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Lotto and instructions with respect to a Game of Promotional Lotto from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Double Up" means an enhancement to the Monday and Wednesday Competitions whereby a Player who pays the additional Fee, enters Double Up in accordance with these Rules and is issued with a Ticket is entitled to receive an additional Prize equivalent to the Prize payable under Rule 12(c) hereof excluding Division 1 Prizes which are ineligible to receive a Double Up Prize;
- (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 drawn in respect of that Game of Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are drawn in respect of a Second Drawing of a Game of Lotto;
- (xvii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Dual Entry" means where shown in both Schedule 1 and Schedule 2 hereof an Entry to the Monday and Wednesday Competitions;
- (xix) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xx) "Entry" means the Numbers in a Game of Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an



- Entry Form or Automatic Entry, which (subject to Rule 6(g)) have been Imprinted on the same numbered line on a Ticket and in respect of which a Fee has been paid;
- (xxi) "Entry Form" means the Approved form to be completed by a Player wishing to enter a Game of Lotto and/or a Game of Promotional Lotto;
- (xxii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
  - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
  - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxiii) "Fee" means the sum of the Commission and Subscription;
- (xxiv) "Game of Lotto" means a competition styled as "Lotto" under the Act and may include Double Up, but does not include Games of Promotional Lotto;
- (xxv) "Game of Promotional Lotto" means a public lottery conducted for the purpose of promoting a Game of Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Lotto; and
  - (2) no further Subscription or Commission is charged;
- (xxvi) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvii) "Jackpot Competition" means the Game of Lotto drawn on the seventh day, or such other day as the Minister may direct, after any Drawing, (other than a Second Drawing) including the drawing of a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 12(e) Division 1 (i) or Rule 12(f) Division 1 (i);
- (xxviii) "Licence" means the Licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxix) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxx) "Malfunction" means a failure of the Drawing Device to operate in the manner in which it is designed to operate;
- (xxxi) "Mark" means the drawing of a vertical line within a Bounded Area on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxii) "Minister" means the Minister for the time being administering the Act;
- (xxxiii) "Monday Competition" means the Game of Lotto drawn, unless the Minister determines otherwise, on the Monday of each week;

- (xxxiv) "Multi-Draw Entry" may include a Dual Entry and means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxvi) "Multi-Week Entry Form" means the Entry Form referred to in Rule 10;
- (xxxvii) "Numbers" has the same meaning as section 5 of the Act;
- (xxxviii) "Panel" means a separate matrix containing the Numbers from 1 to 44 in arithmetical sequence in the Monday and Wednesday Competitions and from 1 to 45 in arithmetical sequence in the Saturday Competition;
- (xxxix) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Games of Lotto under a corresponding law;
- (xl) "Player" means a person who:
- (1) has submitted an Entry; and
  - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xli) "Prize" means any Prize determined in accordance with Rule 12;
- (xlii) "Prize Fund" means an account established under section 27 of the Act and known as the Lotto Prize Fund Account;
- (xliii) "Prize Pool" means:
- (1) the amount allocated for the payment of Prizes, not including Double Up Prizes, being a minimum of fifty five percent (55%) of Subscriptions, not including Double Up Subscriptions, received for a particular Game of Lotto; and
  - (2) the amount allocated from Double Up Subscriptions for the payment of Double Up Prizes in the Monday and Wednesday Competitions;
- (xliv) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xlv) "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;
- (xlvi) "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;

- (xlvi) "Rules" means these Rules made under the Public Lotteries Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xlvii) "Saturday Competition" means the Game of Lotto drawn, unless the Minister determines otherwise, on the Saturday of each week;
- (xlviii) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto in accordance with the Rules;
- (l) "Single Entry" means where shown in both Schedule 1 and Schedule 2 hereof an Entry to the Monday or Wednesday Competition only;
- (li) "Standard Entry Form" means the Entry Form referred to in Rule 8;
- (lii) "Standard Entry" means an Entry in which six (6) Numbers have been Marked in each Panel;
- (liii) "Subscription" means the amounts Approved, excluding Commission and any amount determined in accordance with the Licence, which a Player or Syndicate shall be charged for an Entry or Syndicate Entry;
- (liv) "Supplementary Numbers" in relation to a Game of Lotto means the seventh and eighth Numbers drawn for each Game of Lotto;
- (lv) "Syndicate" means a group of two (2) or more Syndicate Players who collectively hold all the Syndicate Entry Shares in a Syndicate Entry;
- (lvi) "Syndicate Entry" means the Numbers in respect of a Syndicate in a Game of Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(g)) have been Imprinted on the same numbered line on a Ticket and in respect of which the Syndicate Share Fees have been paid by the Syndicate Players;
- (lvii) "Syndicate Entry Share" means that part of a Syndicate Entry as prescribed in Schedules 4 and 5 which a Syndicate Player is entitled to hold after paying the Syndicate Share Fee;
- (lviii) "Syndicate Player" means a person who:
- (1) holds a Syndicate Entry Share in respect of a Syndicate Entry; and
  - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (lix) "Syndicate Share Fee" means the cost of a Syndicate Share as prescribed in Schedules 4 and 5, being the Fee for a Syndicate Entry divided by the number of Syndicate Entry Shares;
- (lx) "Systems Entry" means an Entry in which more than six (6) Numbers but not more than eighteen (18) Numbers have been Marked in each Panel;
- (lxi) "Systems Entry Form" means the Entry Form referred to in Rule 9;

- (lxii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has submitted an Entry in a Game of Lotto or a Syndicate Player holds a Syndicate Entry Share in a Game of Lotto, and which:
- (1) contains Entry or Syndicate Entry details; and
  - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
  - (3) may include other particulars such as, where appropriate, Syndicate Entry Share details;
- (lxiii) "Ticket Serial Number" means the numbers and/or letters Imprinted on Tickets and which constitute an official identification of the issue of a Ticket;
- (lxiv) "Wednesday Competition" means the Game of Lotto drawn, unless the Minister determines otherwise, on the Wednesday of each week;
- (lxv) "Winning Numbers" in relation to a Game of Lotto (including a Second Drawing) means the first six numbers drawn for each Game of Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2. Conduct and Drawings of Games of Lotto and Conduct of Games of Promotional Lotto**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, to every Game of Lotto and Game of Promotional Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) Games of Lotto will be drawn on Monday, Wednesday and Saturday of each week unless the Minister directs otherwise.
- (d) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee.

Where a Malfunction occurs:

- (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or Supplementary Number/s;
- (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction:

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

**RULE 3.      Application of Rules**

- (a) All instructions and conditions printed on Entry Forms and Tickets 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 Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, these Rules shall apply to each Game of Promotional Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Lotto or a Game of Promotional Lotto Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.

(e) These Rules will be displayed and made available for inspection at each Agency.

**RULE 4. Object**

The Object of the Game of Lotto is to select six (6) Numbers in a Panel, which Numbers are the same as the Winning Numbers.

**RULE 5. Eligibility for Inclusion in a Game of Lotto**

In order to be eligible for inclusion in a particular Game of Lotto, a Ticket must issue to the Player or Syndicate Player following acceptance of an Entry or Syndicate Entry by a Computer Linked Terminal before the Drawing of that game. Any such Ticket shall be subject to Rule 6(g) hereof.

**RULE 6. Rules Applying to Entries and Tickets**

- (a) An Entry Form shall consist of Panels which must be completed in the numerical order shown on the said form commencing with the top left hand Panel.
- (b) In the case of an Entry or a Syndicate Entry each Number selected must be Marked with a vertical line in blue or black ink wholly within the Bounded Area containing the selected number.
- (c) Each Entry Form for the Monday and Wednesday Competitions will contain Bounded Areas "A" and "B". An Entry or Syndicate Entry in both the Monday and Wednesday or Wednesday and Monday Competitions must be made by Marking "A" and "B" on the Entry Form. An Entry or Syndicate Entry in the Monday Competition only must be made by Marking "A" on the Entry Form. An Entry or Syndicate Entry in the Wednesday Competition only must be made by Marking "B" on the Entry Form. In the case of an Entry submitted by Post, if neither "A" or "B" is Marked the Chief Executive Officer shall determine the Competition(s) in which entry shall be effected.
- (d) Each Entry Form for the Monday and Wednesday Competitions will contain a Bounded Area to enter Double Up. Players who wish to pay the additional Fee to enter Double Up for the chance to receive an additional Prize equivalent to the Prize they are entitled to receive in accordance with these Rules, must Mark the Bounded Area and pay the Fee.
- (e) A completed Entry Form or any other approved Entry completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player.
- (f) Subject to paragraph (h) below acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Entry, as the case may be.
- (g) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (h) A Player may return a Ticket and on request have the same cancelled provided it is returned on the day of purchase to the place of purchase and prior to the Drawing of the Game of Lotto entered. A Ticket so cancelled shall be void.

- (i) 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.
- (j) Where an Automatic Entry is made the Subscription and Commission shall be calculated in the manner envisaged by Rules 8, 9 and 10.

**RULE 7. Commission**

The Licensee is Approved to charge a Player or Syndicate Commission in the amounts specified in these Rules in Schedule 1 in respect of the Monday and Wednesday Competitions and in Schedule 2 in respect of the Saturday Competition. By entering a Game of Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission. A separate Commission component, specified in Schedule 3, is payable if the Player enters Double Up.

**RULE 8. Standard Entry**

- (a) There are two (2) Standard Entry Forms, one (1) for the Monday and Wednesday Competitions and one (1) for the Saturday Competition;
- (b) For a Standard Entry to be made six (6) Numbers shall have been Marked in each Panel completed on a Standard Entry Form.
- (c) For a Double Up Entry to be made the appropriate Bounded Area on a Standard Entry Form must have been Marked.
- (d) No fewer than four (4) Panels must be completed on each Standard Entry Form. Additional Panels may be completed up to the total number of Panels shown on the Standard Entry Form. Any additional Panels must be completed in multiples of two (2) in numerical order.
- (e) The Subscription for each Standard Entry Form, not including Double Up, shall be:
  - (i) In respect of the Monday and Wednesday Competitions where both "A" and "B" are Marked or are taken to be Marked, \$2.00 for four (4) Panels and \$1.00 for any two (2) additional Panels.
  - (ii) In respect of the Monday and Wednesday Competitions where either "A" or "B" is Marked or is taken to be Marked, \$1.00 for four (4) Panels and 50c for any two (2) additional Panels.
  - (iii) In respect of the Saturday Competition, \$1.60 for four (4) Panels and \$0.80 for any two (2) additional Panels.
- (f) Where a Player has entered Double Up on a Standard Entry Form then the Fee shall be an additional \$0.15 per game Panel for each draw played.
- (g) If more than six (6) Numbers in a Panel are Marked on a Standard Entry Form which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.
- (h) If less than six (6) Numbers in a Panel are Marked on a Standard Entry Form which has been forwarded to the Licensee by post entry into a Game of Lotto shall not take effect and

the Licensee shall return the Standard Entry Form together with any Fees therewith to the Player.

**RULE 9.      Systems Entry**

- (a) There are two (2) Systems Entry Forms, one (1) for the Monday and Wednesday Competitions and one (1) for the Saturday Competition;
- (b) A Systems Entry shall be made by selecting more than six (6) Numbers in a Panel; so that seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers may be Marked in a Panel on a Systems Entry Form.
- (c) A Player electing to enter Double Up on a Systems Entry Form must Mark the appropriate Bounded Area on that form.
- (d) Only one (1) system may be selected on a Systems Entry by Marking the appropriate Bounded Area on the Systems Entry Form. That system shall apply to all Panels completed on that Form.
- (e) Numbers in respect of a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed the following shall be Marked:

- System 7 - seven (7) Numbers
- System 8 - eight (8) Numbers
- System 9 - nine (9) Numbers
- System 10 - ten (10) Numbers
- System 11 - eleven (11) Numbers
- System 12 - twelve (12) Numbers
- System 13 - thirteen (13) Numbers
- System 14 - fourteen (14) Numbers
- System 15 - fifteen (15) Numbers
- System 16 - sixteen (16) Numbers
- System 17 - seventeen (17) Numbers
- System 18 - eighteen (18) Numbers.

- (f) In respect of a Syndicate Entry:
  - (i) more than nine (9) Numbers shall be Marked in a Panel; so that ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on a Systems Entry Form; and
  - (ii) the appropriate Bounded Area shall be Marked on the Systems Entry Form to select the particular system; and
  - (iii) only one (1) system may be selected on a Systems Entry Form. That system shall apply to all Panels completed on that Systems Entry Form; and
  - (iv) the Numbers on a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

- System 10 - ten (10) Numbers
- System 11 - eleven (11) Numbers
- System 12 - twelve (12) Numbers
- System 13 - thirteen (13) Numbers
- System 14 - fourteen (14) Numbers



System 15 - fifteen (15) Numbers  
 System 16 - sixteen (16) Numbers  
 System 17 - seventeen (17) Numbers  
 System 18 - eighteen (18) Numbers.

- (g) Notwithstanding any other provision in these Rules, where a Mark on a Systems Entry Form in respect of an Entry which has been forwarded to the Licensee by post has not been made in accordance with Rule 9(d), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rule 9(f), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Systems Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Systems Entry shall be included in that Game of Lotto and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (h) Any number of Panels up to the total number of Panels on the Entry Form may be completed on a Systems Entry Form.
- (i) The Subscriptions for a Systems Entry Form are:
- (i) in respect of a Monday and Wednesday Competition, where both "A" and "B" have been Marked or are taken to have been Marked, but where the Double Up Bounded Area has not been Marked:

System Number	Equivalent Number of Standard Panels entered in each of the Monday and Wednesday Competitions \$	Subscription per Panel	Number of Bounded Areas to be Marked in each Panel
7	7	3.50	7
8	28	14.00	8
9	84	42.00	9
10	210	105.00	10
11	462	231.00	11
12	924	462.00	12
13	1716	858.00	13
14	3003	1,501.50	14
15	5005	2,502.50	15
16	8008	4,004.00	16
17	12376	6,188.00	17
18	18564	9,282.00	18

- (ii) in respect of a Monday and Wednesday Competition, where either "A" or "B" has been Marked or is taken to have been Marked, but where the Double Up Bounded Area has not been Marked:

System Number	Equivalent Number of Standard Panels entered in the Monday or Wednesday Competition	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	1.75	7
8	28	7.00	8
9	84	21.00	9
10	210	52.50	10
11	462	115.50	11
12	924	231.00	12
13	1716	429.00	13
14	3003	750.75	14
15	5005	1,251.25	15
16	8008	2,002.00	16
17	12376	3,094.00	17
18	18564	4,641.00	18

- (iii) Where the entry is in respect of the Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in the Saturday Competition	Subscription per Panel \$	Number of Bounded Areas to be marked in each Panel
7	7	2.80	7
8	28	11.20	8
9	84	33.60	9
10	210	84.00	10
11	462	184.80	11
12	924	369.60	12
13	1716	686.40	13
14	3003	1201.20	14
15	5005	2002.00	15
16	8008	3203.20	16
17	12376	4950.40	17
18	18564	7425.60	18

- (j) Where the Player has entered Double Up consistent with Rule 9(i)(i) or (ii), the additional Fee payable shall be \$0.15 for each equivalent number of standard Panels entered.

#### **RULE 10. Multi-Week Entry Form**

- (a) There are two (2) Multi-week Entry Forms, one (1) for the Monday and Wednesday Competitions and one (1) for the Saturday Competition;

- (b) To enter Double Up on a Multi-Week Entry Form, the appropriate Bounded Area on that form must be Marked.
- (c) A Multi-Week Entry may be made in respect of any of the consecutive Games of Lotto prescribed in Rule 10 (f).
- (d) Either a Standard Entry or System 7, 8, 9, 10, 11 or 12 Entry shall be selected by Marking the appropriate Bounded Area on the Multi-Week Entry Form.
- (e) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry Form. Rule 9 shall, in so far as it relates to a Multi-Week Entry Form apply only to Systems 7, 8, 9, 10, 11 or 12.
- (f) A Multi-Week Entry Form may be submitted for entry in any of the following:
  - (i) In respect of the Monday and Wednesday Competitions, where both "A" and "B" have been Marked or are taken to have been Marked:
    - (1) five (5) consecutive Monday and Wednesday or Wednesday and Monday Competitions;
    - (2) ten (10) consecutive Monday and Wednesday or Wednesday and Monday Competitions;
    - (3) twenty-five (25) consecutive Monday and Wednesday or Wednesday and Monday Competitions; or
    - (4) fifty (50) consecutive Monday and Wednesday or Wednesday and Monday Competitions;
  - (ii) In respect of the Monday and Wednesday Competitions, where either "A" or "B" has been Marked or is taken to have been Marked:
    - (1) five (5) consecutive Monday Competitions where "A" has been Marked or is taken to have been Marked or five (5) consecutive Wednesday Competitions where "B" has been Marked or is taken to have been Marked;
    - (2) ten (10) consecutive Monday Competitions where "A" has been Marked or is taken to have been Marked or ten (10) consecutive Wednesday Competitions where "B" has been Marked or is taken to have been Marked;
    - (3) twenty-five (25) consecutive Monday Competitions where "A" has been Marked or is taken to have been Marked or twenty-five (25) consecutive Wednesday Competitions where "B" has been Marked or is taken to have been Marked;
    - (4) fifty (50) consecutive Monday Competitions where "A" has been Marked or is taken to have been Marked or fifty (50) consecutive Wednesday Competitions where "B" has been Marked or is taken to have been Marked;
  - (iii) In respect of the Saturday Competition a Multi-Week Entry Form may be submitted for entry in five (5), ten (10), twenty-five (25) or fifty (50) consecutive Saturday Competitions.

- (g) In a Multi-Week Entry, the number of consecutive Games of Lotto to be entered shall be selected by Marking the appropriate Bounded Area on the Multi-Week Entry Form.
- (h) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(g), the Multi-Week Entry Form shall be taken to be an entry:
- (1) in respect of the Monday and Wednesday Competitions where "A" and "B" have been Marked or are taken to have been Marked - for a minimum of five (5) consecutive Monday and Wednesday or Wednesday and Monday Competitions; or
  - (2) in respect of the Monday and Wednesday Competitions where either "A" or "B" has been Marked or is taken to have been Marked - for a minimum of five (5) consecutive Monday or Wednesday Competitions only depending on whether "A" or "B" has been Marked or is taken to have been Marked; or
  - (3) in respect of the Saturday Competition for a minimum of five (5) consecutive Saturday Competitions.
- (i) Subscriptions for a Multi-Week Entry Form are the total of Subscriptions that would have been payable for an Entry Form submitted in the Monday and Wednesday Competitions, or the Monday or Wednesday Competition only, or the Saturday Competition multiplied by the number of consecutive Games of Lotto in which the Entry Form is entered under Rules 10 (g) or 10 (h). If a Player has entered Double Up on the Multi-Week Entry Form for the Monday and Wednesday Competitions, or the Monday or Wednesday Competition only, then the additional Fee shall be \$0.15 for each equivalent number of standard Panels entered multiplied by the number of consecutive Games of Lotto in which the Entry Form is entered under Rules 10 (g) or 10 (h).

**RULE 11.      Submission of Entry Forms**

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by 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 Form may only be submitted through:
- (i) an Agent; or
  - (ii) a Direct Mail Agent; or
  - (iii) except as provided in Rule 19 (h), by post in accordance with paragraphs (i), (l) and (m) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry or Syndicate Entry in respect of a Game of Lotto submitted to an Agent or to a Direct Mail Agent or to the Licensee by a Player or Syndicate Player must be accompanied by the correct Fee or Syndicate Share Fee and player registration fee (if applicable);
- (e) The form of payment of the Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.

- (f)
- (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(iv) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f) (i) should be addressed:-

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player or, in the case of a Syndicate Entry, a person on behalf of a Syndicate.
- (h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing of the first Monday Competition or Wednesday Competition or Saturday Competition relating to that Entry or Syndicate Entry. For the purposes of this paragraph an Entry or Syndicate Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(h), 19(e) and 19(f) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the Drawing of the first Monday, Wednesday or Saturday Competition for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.
- (n) Form of entry in a Game of Promotional Lotto
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto;
- (ii) Without limiting Rule 11 (n)(i), the form of entry in a Game of Promotional Lotto may be any of the following (or combination of the following):
- (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto:
- (1) constitutes the Player's or Syndicate Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  - (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

**RULE 12. Determination of Prizes**

- (a) Prizes, not including Double Up Prizes, for each Game of Lotto shall be paid by the Licensee from the Prize Pool in the percentage specified in this Rule and shall be classified as Division 1, Division 2, Division 3, Division 4 and Division 5 Prizes. Double Up Prizes shall be paid by the Licensee from the Prize Pool in accordance with Rule 12(i).
- (b) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.

- (d) Subject to Rule 12(c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) Monday and Wednesday Competitions

In respect of the Monday and Wednesday Competitions, subject to a rounding off process (which shall be to the nearest sum containing a ten (10) cent multiple) the Prize Pool, not including the amount allocated for the payment of Double Up Prizes, shall be distributed in the following percentages. Where there is no winner in any one division, subject to the provisions of Division 1 (ii) of this paragraph (e) 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.

Division 1 -

- (i) A Prize of an amount equal to 45% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 45% shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers in the Jackpot Competition.

Division 2 -

A Prize of an amount equal to 7.5% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one or both of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 12.5% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than (5) of the six (6) Winning Numbers.

Division 4 -

A Prize of an amount equal to 15% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Numbers.

Division 5 -

A Prize of an amount equal to 20% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but no more than

three (3) of the six (6) Winning Numbers together with one or both of the Supplementary Numbers.

(f) Saturday Competition

In respect of the Saturday Competition, subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple) the Prize Pool, not including the amount allocated for the payment of Double Up Prizes, shall be distributed in the following percentages. Where there is no winner in any one division, subject to the provisions of Division 1 (ii) of this paragraph (f) 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.

Division 1 -

- (i) A Prize of an amount equal to 26.2% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) of the Winning Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 26.2% shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers; provided that no such additional jackpotting shall be effected for more than four consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in four consecutive games of that type and there is no such Prize payable in respect of any Entry or Syndicate Entry in the next (or 5th) 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 5th 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 6.7% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one or both of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 12.4% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 -

A Prize of an amount equal to 21.1% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Numbers.



## Division 5 -

A Prize of an amount equal to 33.6% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one or both of the Supplementary Numbers.

## (g) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Competition or Wednesday Competition or both or the Saturday Competition;
  - (ii) an Entry or Syndicate Entry made in respect of the Monday Competition or the Wednesday Competition or the Saturday Competition shall be automatically entered into the Second Drawing in respect of that Monday Competition or Wednesday Competition or Saturday Competition and such Entry shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer and shall be paid from the Prize Reserve Fund;
  - (v) the Second Drawing shall not involve the drawing of any Supplementary Numbers; and
  - (vi) the Second Drawing shall not constitute a separate Game of Lotto but shall be part of either a Monday Competition or Wednesday Competition or both or the Saturday Competition.
- (h) A Game of Lotto may include an additional Prize or Prizes, Prizes paid on special occasions or pursuant to Rule 12 (g) (as Approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (i) Where a Player has paid the additional Fee to enter into the Double Up arrangements, then the Player shall be entitled to receive an additional Prize equivalent to the Prize they are entitled to receive in accordance with Rule 12(e), excluding Division 1 Prizes which are ineligible to receive a Double Up Prize.
- (j) Prizes in a Game of Promotional Lotto
- (i) The Prizes payable in a Game of Promotional Lotto may consist of one or more of the following:

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

**RULE 13.      Announcement of Provisional Prize Winners**

- (a) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the Winning Numbers and the Supplementary Numbers drawn for each Game of Lotto as soon as possible after each Drawing. Provisional Prizes shall become final:
- (i) in respect of a Prize in Division 1 and/or exceeding \$1,000.00 or as a result of a Second Drawing, as provided in Rules 14(a)(ii) and 14(c)(i); or
  - (ii) in respect of a Prize not exceeding \$1,000.00, as provided in Rules 14(c)(ii) and 14(d).
- (b) Following each Drawing of a Game of Lotto the Licensee shall make available to the media:
- (i) the amount of the Prize Pool allocated to each Division;
  - (ii) the value of Prizes payable in each Division and the number of provisional winners;
  - (iii) the value of Prizes payable as Double Up Prizes;
  - (iv) the names and addresses of provisional Prize-winners in Division 1 except where either anonymity has been granted in accordance with Rule 11(f)(i) or where winners are not Registered Players or Registered Syndicate Players;
  - (v) information on the manner of payment of Prizes;
  - (vi) the manner in which claims under Rules 14(a), 14(f), 14(g) and 14(h) must be made.
- (c) Where appropriate the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto as soon as possible after the completion of such Game of Promotional Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of each Drawing.

**RULE 14.      Procedures for Claiming and Payment of Prizes**

In relation to a Game of Lotto:

- (a)
- (i) Other than as provided for Registered Players, any Prize (and in the case of a Syndicate Entry, a Syndicate Player's share of any Prize) exceeding \$1,000.00 shown on a Computer Linked Terminal, must be claimed by lodgment with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 14(i) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgment of a Prize claim is the day of receipt by the Licensee. Prizes so claimed may be paid by the Licensee by cheque or, at the discretion of the Prize-winner, by electronic funds transfer, after the expiry of fourteen (14) days from the Drawing Date or within six (6) days after lodgment as aforesaid of the Prize claim form, whichever is the later;

- (b) A Registered Player winning a Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Prize) which exceeds \$10,000 in Division 1 and/or Division 2 and/or as the result of a Second Drawing will be notified personally or by mail within five (5) days after the Drawing Date. The Chief Executive Officer may require a Registered Player or Registered Syndicate Player to claim the Prize by lodging with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(i) hereof;
- (c) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) shown on a Computer Linked Terminal:
- (i) exceeding \$1,000.00 will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer after the expiry of fourteen (14) days after the Drawing Date. Where a Registered Player or Registered Syndicate Player has been requested to claim the Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(a) hereof;
  - (ii) not exceeding \$1,000.00 will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;
- (d) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks;
- (e) Subject to Rules 14(a), 14(b), 14(c), and 14(d) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;
- (f) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by an Agent in accordance with Rule 14(d) will be paid by the Licensee by cheque, or at the discretion of the Licensee by electronic funds transfer, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;
- (g) A Player or Syndicate Player who claims to be entitled to:
- (i) a Prize or in the case of a Syndicate Entry a share of a Prize which exceeds \$10,000 in Division 1 and/or Division 2 and/or awarded as a result of a Second Drawing and who has not been notified within five (5) days under Rule 14(b); or
  - (ii) a Prize or in the case of a Syndicate Entry a share of a Prize exceeding \$1,000.00 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(i) and be received by the Licensee not later than eight (8) days after the Drawing Date.

A claim received later than eight (8) days after the Drawing Date will be rejected and the Licensee shall have no liability in relation thereto;

- (h) A 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 must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14(i);
- (i) The particulars required by Rules 14(a), 14(b), 14(f), 14(g) and 14(h) are:
  - (i) the name and address of the Player or Syndicate Player;
  - (ii) the Ticket Serial Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
  - (v) the Ticket; and
  - (vi) such further evidence or information as the Licensee requires;
- (j) Notwithstanding the provisions of this Rule 14 if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize is discovered after payment of Prizes the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player:
  - (i) in the case of Division 1 such smaller Prize or share of a Prize as would have been paid if such Entry or Syndicate Entry had been taken into account; or
  - (ii) in all other cases the same Prize or share of a Prize as was paid to winning Players or Syndicate Players;
- (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 in the case of a Syndicate Entry a share of a Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player or, in the case of a Syndicate Entry, the Syndicate Player, entitled to that Prize or share of a Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player or Syndicate Player may fail to meet one or more of the elements (1) or (2) contained in Rules 1(xl) or 1(lviii) or may fail to meet some or all of 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 or Syndicate Player in accordance with these Rules;
- (m) 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;
- (n) 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;

- (o) 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;
- (p) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket;
- (q) 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;
- (r) 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;

- (s) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability;
- (t) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability in relation thereto notwithstanding the existence of any trust whether express or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her;
- (u) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (v) Any Prize or share of a Prize to be paid in accordance with Rule 12(g) or Rule 12(j) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (w) Payment of Prizes in a Game of Promotional Lotto

- (i) A Prize is not payable in a Game of Promotional Lotto unless:
  - (1) the entry submitted in a Game of Promotional Lotto is in the form determined by the Chief Executive Officer under Rule 11(n)(i); and
  - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Lotto, the Ticket in the Game of Lotto must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Lotto is valid,and the claimant has complied with all conditions relating to the Game of Promotional Lotto advertised under Rule 12(k)(ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto, on which such a test is recorded, if the entry does not satisfy the test.

#### **RULE 15. Disqualifications**

- (a) Notwithstanding that a Ticket may have issued, Entry in a Game of Lotto or entry in a Game of Promotional Lotto may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified.
- (b) The reasons for disqualification may include but are not limited to:
  - (i) tender of insufficient Fee or, in the case of a Syndicate Entry, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
  - (ii) the Player or Syndicate Player has defaulted in payment of any previous Fee or Syndicate Share Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
  - (vi) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Entry Share has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Subscription paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Entry Share.

#### **RULE 16. Limitation of Liability**

- (a) By entering a Game of Lotto or Game of Promotional Lotto a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the

Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof.

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



- (3) the processing of a Ticket that has won a Prize or share of a Prize; or
  - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in any particular Game of Promotional Lotto received by way of Entry Form or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee of the Licensee or an Agent, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Lotto or Game of Promotional Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto, an Agent shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) Notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission in respect of an Entry by an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the agent shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (j) 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(i) inclusive as those protected by said Rules.

#### **RULE 17.**

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

#### **RULE 18.     **Agreements relating to a Game of Promotional Lotto****

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

**RULE 19. A Syndicate Entry**

- (a) The Licensee may authorise an Agent to make a Syndicate Entry and to sell Syndicate Entry Shares in respect of that Syndicate Entry.
- (b) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares.
- (c) Upon payment of the Syndicate Share Fee a Syndicate Player shall be entitled to receive the appropriate Syndicate Entry Share.
- (d) Each Syndicate Entry Share shall have the same Numbers as the relevant Syndicate Entry.
- (e) An Agent may cancel a Syndicate Entry defined by the Agent prior to the Drawing of the Game of Lotto to which the Syndicate Entry relates provided no Syndicate Entry Shares in the relevant Syndicate Entry have been sold or all Syndicate Entry Shares sold in the relevant Syndicate Entry have been cancelled. A Syndicate Entry so cancelled shall be void.
- (f) An Agent may cancel a Syndicate Entry Share in respect of a Syndicate Entry defined by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased, unless:
  - (i) such purchase took place on the day of the Drawing of the Game of Lotto to which the Syndicate Entry relates; and/or
  - (ii) all the Syndicate Entry Shares in respect of the related Syndicate Entry have been sold.
- (g) Where one (1) or more Syndicate Entry Shares have been sold in respect of a Syndicate Entry defined by an Agent the Agent shall be liable for and shall meet the costs of any unsold Syndicate Entry Share or Shares in that Syndicate Entry and in such case, for the purposes of these Rules, such Agent shall be considered a Syndicate Player and shall be the holder of such Syndicate Entry Share or Shares.
- (h) A Syndicate Entry Share may not be purchased by post from the Licensee.

## SCHEDULE 1

## Lotto Commission one Monday and Wednesday Competitions- excluding Double Up

			Single Entry	Dual Entry
Standard	-		\$ 0.20	\$ 0.30
System	7		\$ 0.20	\$ 0.20
	8		\$ 0.40	\$ 0.40
	9		\$ 0.50	\$ 0.50
	10		\$ 0.75	\$ 0.75
	11		\$ 1.50	\$ 1.50
	12		\$ 3.00	\$ 3.00
	13		\$ 7.00	\$ 7.00
	14		\$ 14.25	\$ 14.25
	15		\$ 23.75	\$ 23.75
	16		\$ 28.00	\$ 28.00
	17		\$ 56.00	\$ 56.00
	18		\$ 99.00	\$ 99.00
Multi-week Standard	5	weeks	\$ 0.40	\$ 0.40
	10	weeks	\$ 0.80	\$ 0.80
	25	weeks	\$ 1.20	\$ 1.20
	50	weeks	\$ 2.25	\$ 2.25
System 7	5	weeks	\$ 0.40	\$ 0.40
	10	weeks	\$ 0.80	\$ 0.80
	25	weeks	\$ 1.55	\$ 1.55
	50	weeks	\$ 2.95	\$ 2.95
System 8	5	weeks	\$ 1.00	\$ 1.00
	10	weeks	\$ 2.00	\$ 2.00
	25	weeks	\$ 3.00	\$ 3.00
	50	weeks	\$ 4.00	\$ 4.00
System 9	5	weeks	\$ 1.25	\$ 1.25
	10	weeks	\$ 2.50	\$ 2.50
	25	weeks	\$ 3.75	\$ 3.75
	50	weeks	\$ 5.60	\$ 5.60
System 10	5	weeks	\$ 1.85	\$ 1.85
	10	weeks	\$ 3.70	\$ 3.70
	25	weeks	\$ 5.55	\$ 5.55
	50	weeks	\$ 7.40	\$ 7.40
System 11	5	weeks	\$ 3.75	\$ 3.75
	10	weeks	\$ 7.50	\$ 7.50
	25	weeks	\$ 11.25	\$ 11.25
	50	weeks	\$ 15.00	\$ 15.00

			<b>Single Entry</b>	<b>Dual Entry</b>
System 12	5	weeks	\$ 7.50	\$ 7.50
	10	weeks	\$ 11.25	\$ 11.25
	25	weeks	\$ 15.00	\$ 15.00
	50	weeks	\$ 18.75	\$ 18.75
System 13	5	weeks	\$ 12.50	\$ 12.50
	10	weeks	\$ 18.75	\$ 18.75
	25	weeks	\$ 30.00	\$ 30.00
	50	weeks	\$ 50.00	\$ 50.00
System 14	5	weeks	\$ 20.00	\$ 20.00
	10	weeks	\$ 30.00	\$ 30.00
	25	weeks	\$ 45.00	\$ 45.00
	50	weeks	\$ 60.00	\$ 60.00
System 15	5	weeks	\$ 25.00	\$ 25.00
	10	weeks	\$ 37.50	\$ 37.50
	25	weeks	\$ 50.00	\$ 50.00
	50	weeks	\$ 75.00	\$ 75.00
System 16	5	weeks	\$ 50.00	\$ 50.00
	10	weeks	\$ 75.00	\$ 75.00
	25	weeks	\$100.00	\$100.00
	50	weeks	\$125.00	\$125.00
System 17	5	weeks	\$ 75.00	\$ 75.00
	10	weeks	\$112.50	\$112.50
	25	weeks	\$150.00	\$150.00
	50	weeks	\$200.00	\$200.00
System 18	5	weeks	\$100.00	\$100.00
	10	weeks	\$150.00	\$150.00
	25	weeks	\$200.00	\$200.00
	50	weeks	\$300.00	\$300.00

## SCHEDULE 2

### Lotto Commission on Saturday Competition

Bet Type	Entry Type	\$	
<b>Standard</b>	4 games	0.20	
	6 games	0.20	
	8 games	0.30	
	10 games	0.30	
	12 games	0.40	
	14 games	0.40	
<b>System - Per Panel</b>	7	0.30	
	8	0.70	
	9	1.50	
	10	2.50	
	11	4.20	
	12	6.40	
	13	11.60	
	14	18.80	
	15	28.00	
	16	56.80	
	17	109.60	
	18	134.40	
<b>Multi- Week</b>	<b>5 weeks</b>		
	<b>Standard</b>	4 games	0.40
		6 games	0.50
		8 games	0.60
		10 games	0.70
		12 games	0.80
		14 games	1.00
<b>Multi- Week</b>	<b>10 weeks</b>		
	<b>Standard</b>	4 games	0.80
		6 games	1.00
		8 games	1.20
		10 games	1.40
		12 games	1.60
		14 games	2.00

<b>Multi- Week</b>	<b>25 weeks</b>	
<b>Standard</b>	4 games	1.20
	6 games	1.60
	8 games	1.80
	10 games	2.00
	12 games	2.20
	14 games	2.60
<b>Multi- Week</b>	<b>50 weeks</b>	
<b>Standard</b>	4 games	2.40
	6 games	3.20
	8 games	3.60
	10 games	4.00
	12 games	4.40
	14 games	5.20
<b>System 7 - Per Panel</b>	5 weeks	0.60
	10 weeks	1.00
	25 weeks	1.80
	50 weeks	3.60
<b>System 8 - Per Panel</b>	5 weeks	1.50
	10 weeks	2.00
	25 weeks	3.50
	50 weeks	7.00
<b>System 9 - Per Panel</b>	5 weeks	2.00
	10 weeks	2.50
	25 weeks	4.20
	50 weeks	9.00
<b>System 10 - Per Panel</b>	5 weeks	3.00
	10 weeks	4.00
	25 weeks	6.00
	50 weeks	12.00
<b>System 11 - Per Panel</b>	5 weeks	4.50
	10 weeks	7.50
	25 weeks	13.00
	50 weeks	26.00

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<b>System 12 - Per Panel</b>	5 weeks	10.00
	10 weeks	15.00
	25 weeks	25.00
	50 weeks	50.00
<b>System 13 - Per Panel</b>	5 weeks	20.00
	10 weeks	30.00
	25 weeks	50.00
	50 weeks	100.00
<b>System 14 - Per Panel</b>	5 weeks	30.00
	10 weeks	45.00
	25 weeks	65.00
	50 weeks	130.00
<b>System 15 - Per Panel</b>	5 weeks	40.00
	10 weeks	60.00
	25 weeks	80.00
	50 weeks	160.00
<b>System 16 - Per Panel</b>	5 weeks	60.00
	10 weeks	90.00
	25 weeks	120.00
	50 weeks	220.00
<b>System 17 - Per Panel</b>	5 weeks	100.00
	10 weeks	150.00
	25 weeks	200.00
	50 weeks	400.00
<b>System 18 - Per Panel</b>	5 weeks	200.00
	10 weeks	300.00
	25 weeks	400.00
	50 weeks	800.00

## SCHEDULE 3

## Commission Component of Double Up Fee

			Single Entry	Dual Entry
Standard	4		\$ 0.04	\$ 0.08
	6		\$ 0.05	\$ 0.10
	8		\$ 0.05	\$ 0.10
	10		\$ 0.10	\$ 0.20
	12		\$ 0.10	\$ 0.20
	14		\$ 0.15	\$ 0.30
System	7		\$ 0.07	\$ 0.14
	8		\$ 0.20	\$ 0.40
	9		\$ 0.30	\$ 0.60
	10		\$ 0.75	\$ 1.50
	11		\$ 1.50	\$ 3.00
	12		\$ 3.00	\$ 6.00
	13		\$ 10.00	\$ 20.00
	14		\$ 16.00	\$ 32.00
	15		\$ 20.00	\$ 40.00
	16		\$ 40.00	\$ 80.00
Multi-week Standard	5	weeks	\$ 0.20	\$ 0.40
	10	weeks	\$ 0.40	\$ 0.80
	25	weeks	\$ 0.60	\$ 1.20
	50	weeks	\$ 1.20	\$ 2.40
System 7	5	weeks	\$ 0.20	\$ 0.40
	10	weeks	\$ 0.40	\$ 0.80
	25	weeks	\$ 0.80	\$ 1.60
	50	weeks	\$ 1.50	\$ 3.00
System 8	5	weeks	\$ 0.50	\$ 1.00
	10	weeks	\$ 1.00	\$ 2.00
	25	weeks	\$ 1.50	\$ 3.00
	50	weeks	\$ 2.25	\$ 4.50
System 9	5	weeks	\$ 1.00	\$ 2.00
	10	weeks	\$ 2.00	\$ 4.00
	25	weeks	\$ 3.50	\$ 7.00
	50	weeks	\$ 5.25	\$ 10.50
System 10	5	weeks	\$ 2.00	\$ 4.00
	10	weeks	\$ 4.00	\$ 8.00
	25	weeks	\$ 6.00	\$ 12.00
	50	weeks	\$ 8.00	\$ 16.00



			<b>Single Entry</b>	<b>Dual Entry</b>
System 11	5	weeks	\$ 4.00	\$ 8.00
	10	weeks	\$ 8.00	\$ 16.00
	25	weeks	\$ 12.00	\$ 24.00
	50	weeks	\$ 15.00	\$ 30.00
System 12	5	weeks	\$ 7.50	\$ 15.00
	10	weeks	\$ 11.25	\$ 22.50
	25	weeks	\$ 15.00	\$ 30.00
	50	weeks	\$ 18.75	\$ 37.50
System 13	5	weeks	\$ 12.50	\$ 25.00
	10	weeks	\$ 18.75	\$ 37.50
	25	weeks	\$ 25.00	\$ 50.00
	50	weeks	\$ 31.25	\$ 62.50
System 14	5	weeks	\$ 20.00	\$ 40.00
	10	weeks	\$ 30.00	\$ 60.00
	25	weeks	\$ 40.00	\$ 80.00
	50	weeks	\$ 50.00	\$100.00
System 15	5	weeks	\$ 25.00	\$ 50.00
	10	weeks	\$ 37.50	\$ 75.00
	25	weeks	\$ 50.00	\$100.00
	50	weeks	\$ 62.50	\$125.00
System 16	5	weeks	\$ 50.00	\$100.00
	10	weeks	\$ 75.00	\$150.00
	25	weeks	\$100.00	\$200.00
	50	weeks	\$125.00	\$250.00
System 17	5	weeks	\$ 75.00	\$150.00
	10	weeks	\$112.50	\$225.00
	25	weeks	\$150.00	\$300.00
	50	weeks	\$187.50	\$375.00
System 18	5	weeks	\$100.00	\$200.00
	10	weeks	\$150.00	\$300.00
	25	weeks	\$200.00	\$400.00
	50	weeks	\$250.00	\$500.00

## SCHEDULE 4

LOTTO - Monday or Midweek				
ENTRY	FEE	SYNDICATE ENTRY	NO. OF SHARES	SYNDICATE FEE PER PANEL (Cost per Share)
System 10	\$53.25	System 10	5	\$10.65
System 11	\$117.00	System 11	5	\$23.40
System 11	\$117.00	System 11	10	\$11.70
System 12	\$234.00	System 12	5	\$46.80
System 12	\$234.00	System 12	10	\$23.40
System 12	\$234.00	System 12	20	\$11.70
System 13	\$436.00	System 13	5	\$87.20
System 13	\$436.00	System 13	10	\$43.60
System 13	\$436.00	System 13	20	\$21.80
System 14	\$765.00	System 14	5	\$153.00
System 14	\$765.00	System 14	25	\$30.60
System 14	\$765.00	System 14	75	\$10.20
System 15	\$1,275.00	System 15	5	\$255.00
System 15	\$1,275.00	System 15	25	\$51.00
System 15	\$1,275.00	System 15	125	\$10.20
System 16	\$2,030.00	System 16	5	\$406.00
System 16	\$2,030.00	System 16	10	\$203.00
System 16	\$2,030.00	System 16	20	\$101.50
System 16	\$2,030.00	System 16	40	\$50.75
System 16	\$2,030.00	System 16	50	\$40.60
System 16	\$2,030.00	System 16	100	\$20.30
System 16	\$2,030.00	System 16	200	\$10.15
System 17	\$3,150.00	System 17	5	\$630.00
System 17	\$3,150.00	System 17	10	\$315.00
System 17	\$3,150.00	System 17	20	\$157.50
System 17	\$3,150.00	System 17	40	\$78.75
System 17	\$3,150.00	System 17	50	\$63.00
System 17	\$3,150.00	System 17	100	\$31.50
System 17	\$3,150.00	System 17	200	\$15.75
System 18	\$4,740.00	System 18	5	\$948.00
System 18	\$4,740.00	System 18	10	\$474.00
System 18	\$4,740.00	System 18	20	\$237.00
System 18	\$4,740.00	System 18	50	\$94.80
System 18	\$4,740.00	System 18	100	\$47.40
System 18	\$4,740.00	System 18	150	\$31.60
System 18	\$4,740.00	System 18	300	\$15.80

## SCHEDULE 5

<b>SATURDAY LOTTO</b>				
<b>ENTRY</b>	<b>FEE</b>	<b>SYNDICATE ENTRY</b>	<b>NO. OF SHARES</b>	<b>SYNDICATE FEE PER PANEL (Cost per Share)</b>
System 10	\$86.50	System 10	5	\$17.30
System 10	\$86.50	System 10	10	\$8.65
System 11	\$189.00	System 11	5	\$37.80
System 11	\$189.00	System 11	10	\$18.90
System 11	\$189.00	System 11	20	\$9.45
System 12	\$376.00	System 12	5	\$75.20
System 12	\$376.00	System 12	10	\$37.60
System 12	\$376.00	System 12	20	\$18.80
System 12	\$376.00	System 12	40	\$9.40
System 13	\$698.00	System 13	5	\$139.60
System 13	\$698.00	System 13	10	\$69.80
System 13	\$698.00	System 13	20	\$34.90
System 13	\$698.00	System 13	40	\$17.45
System 14	\$1,220.00	System 14	5	\$244.00
System 14	\$1,220.00	System 14	10	\$122.00
System 14	\$1,220.00	System 14	20	\$61.00
System 14	\$1,220.00	System 14	40	\$30.50
System 15	\$2,030.00	System 15	5	\$406.00
System 15	\$2,030.00	System 15	10	\$203.00
System 15	\$2,030.00	System 15	20	\$101.50
System 15	\$2,030.00	System 15	40	\$50.75
System 15	\$2,030.00	System 15	100	\$20.30
System 15	\$2,030.00	System 15	200	\$10.15
System 16	\$3,260.00	System 16	5	\$652.00
System 16	\$3,260.00	System 16	10	\$326.00
System 16	\$3,260.00	System 16	20	\$163.00
System 16	\$3,260.00	System 16	40	\$81.50
System 16	\$3,260.00	System 16	80	\$40.75
System 17	\$5,060.00	System 17	5	\$1,012.00
System 17	\$5,060.00	System 17	10	\$506.00
System 17	\$5,060.00	System 17	20	\$253.00
System 17	\$5,060.00	System 17	40	\$126.50
System 17	\$5,060.00	System 17	80	\$63.25
System 18	\$7,560.00	System 18	5	\$1,512.00
System 18	\$7,560.00	System 18	10	\$756.00
System 18	\$7,560.00	System 18	20	\$378.00
System 18	\$7,560.00	System 18	40	\$189.00
System 18	\$7,560.00	System 18	80	\$94.50
System 18	\$7,560.00	System 18	160	\$47.25
System 18	\$7,560.00	System 18	280	\$27.00

**PUBLIC LOTTERIES ACT 1996****NOTICE OF AMENDMENT OF RULES FOR LOTTO STRIKE**

I, THE HONOURABLE JACK RICHARD FACE, MP, Minister for Gaming and Racing and the Minister Assisting the Premier on Hunter Development, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as "the Act") pursuant to section 23 of the Act **DO HEREBY APPROVE** the amendments to the Rules for the conduct by New South Wales Lotteries Corporation, a Corporation constituted under Section 5 of the New South Wales Lotteries Corporatisation Act 1996, of Games of Lotto Strike as attached to this notice. These amended Rules take effect on and from 27 January 2002.

**DATED** this 22nd day of January 2002.


**SIGNED** by

The Honourable Jack Richard Face, MP )  
Minister for Gaming and Racing and )  
Minister Assisting the Premier on )  
Hunter Development )

**PUBLIC LOTTERIES ACT 1996****LOTTO STRIKE RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of the Game of Lotto Strike and Promotional Lotto Strike. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 27 January 2002. These Rules supersede the Rules notified previously in the Government Gazette.

**RULE 1. Definitions**

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996;
  - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of Lotto Strike) and Subscriptions for Games of Lotto Strike;
  - (iii) "Agent" means a person appointed by the Licensee as its agent for purposes associated with Games of Lotto Strike conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
  - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of Lotto Strike;
  - (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 Form) wherein:
    - (1) the selection of Numbers is made by way of a Computer Linked Terminal; or
    - (2) the Numbers are the Numbers previously selected by the Player and stored in the central processing computer equipment of the Licensee.
  - (vii) "Bounded Area" means the area indicated as such by the symbols  on an Entry Form containing Numbers or letters;
  - (viii) "Boxed Entry" means an Entry referred to in Rule 9;
  - (ix) "Chief Executive Officer" means the Chief Executive Officer of the Licensee;
  - (x) "Commission" means the amounts which the Licensee is approved to charge the Player for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry but which does not include a charge determined in accordance with Condition 17 (c) of the Licence;
  - (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Lotto Strike or Games of Promotional Lotto Strike;

- (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 a Player's Entry in a Game of Lotto Strike and where appropriate a Player's entry in respect of a Game of Promotional Lotto Strike and which is retained or recorded on magnetic tape or otherwise stored;
- (xiii) "Corresponding Lotto Draw" means the Lotto Draw which is used to select the four (4) Winning Numbers for Lotto Strike;
- (xiv) "Direct Mail Agent" means an Agent, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Lotto Strike and instructions with respect to a Game of Promotional Lotto Strike from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xv) "Director" means a Director of the Board of Directors of the Licensee;
- (xvi) "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;
- (xvii) "Drawing Date" in relation to a Game of Lotto Strike means the date on which the Winning Numbers are drawn 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 drawn in respect of a Second Drawing of a Game of Lotto Strike;
- (xviii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xix) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporations Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xx) "Entry" means the Numbers in a Game of Lotto Strike which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(f)) have been Imprinted on the same numbered line on a Ticket and in respect of which a Fee has been paid;
- (xxi) "Entry Form" means the Approved form to be completed by a Player wishing to enter a Game of Lotto Strike;
- (xxii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
  - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and

- (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxiii) "Fee" means the sum of the Commission and Subscription;
- (xxiv) "Game of Lotto" means a competition styled as "Lotto" conducted under the Act but does not include Promotional Lotto;
- (xxv) "Game of Lotto Strike" means a competition styled as "Lotto Strike" conducted under the Act but does not include a Game of Promotional Lotto Strike;
- (xxvi) "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;
- (xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxviii) "Jackpot Competition" means the Game of Lotto Strike drawn on the seventh day or such other day as the Minister may direct, after any Drawing (other than a Second Drawing), including the drawing of a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 11(c) Division 1 (Strike 4)(i);
- (xxix) "Licence" means the Licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxx) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxxi) "Lotto Draw" means the drawing of the Game of Lotto in accordance with the Licence granted to the Licensee;
- (xxxii) "Malfunction" means a failure of the Drawing Device to operate in the manner in which it is designed to operate.
- (xxxiii) "Mark" means the drawing of a vertical line within a Bounded Area on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxiv) "Maximum Jackpot Competition Prize" means the maximum amount payable as a Prize in a Jackpot Competition as approved by the Licensee from time to time;
- (xxxv) "Minister" means the Minister for the time being administering the Act;
- (xxxvi) "Monday Competition" means the Game of Lotto Strike drawn, unless the Minister determines otherwise, on the Monday of each week;
- (xxxvii) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxviii) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxix) "Numbers" has the same meaning as section 5 of the Act;
- (xl) "Panel" means a separate matrix consisting of four (4) lines, each line consisting of the Numbers 1 to 10 (inclusive) and 20, 30 and 40;

- (xli) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Games of Lotto Strike under a corresponding law;
- (xli) "Player" means a person whom:
- (1) has submitted an Entry; and
  - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Lotto Strike and who holds, bears and submits a ticket in the Game of Promotional Lotto Strike to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xlii) "Prize" means any Prize determined in accordance with Rule 11;
- (xliii) "Prize Fund" means an account established under section 27 of the Act and known as the Lotto Strike Prize Fund Account;
- (xliv) "Prize Pool" means the amount allocated for the payment of Prizes being not less than sixty percent (60%) of all Subscriptions received for a particular Game of Lotto Strike;
- (xlv) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xlvi) "Registered Player" means a Player whose personal details have been provided to the Licensee which 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) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xlviii) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;
- (xlix) "Standard Entry" means an Entry in which four (4) Numbers have been Marked in each Panel comprising one Number in each line in a Panel;
- (l) "Subscription" means the amount Approved, excluding Commission, and any additional amount determined in accordance with the Licence, which a Player shall be charged for an Entry in a Game of Lotto Strike;
- (li) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has submitted an Entry in a Game of Lotto Strike, and which:
- (1) contains Entry details; and
  - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
  - (3) may include other particulars such as, where appropriate, an Automatic Entry indicator;



- (lii) "Ticket Serial Number" means the numbers and/or letters Imprinted on Tickets and which constitute an official identification of the issue of a Ticket;
- (liii) "Wednesday Competition" means the Game of Lotto Strike drawn, unless the Minister determines otherwise, on the Wednesday of each week;
- (liv) "Winning Numbers" in relation to a Game of Lotto Strike (including a Second Drawing) means a number or numbers corresponding with, and selected in the exact same order as, one, some or all of the first four (4) Winning Numbers drawn in the corresponding Lotto Draw.

Example:

Numbers selected, in order of selection, are:

5, 10, 15, 20

The Winning Numbers drawn in the corresponding Lotto Draw, in order of drawing, are:

6, 5, 15, 20

The Winning Numbers are:

15, 20

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

**RULE 2. Conduct and Drawings of Games of Lotto Strike and Conduct of Games of Promotional Lotto Strike**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, 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) Games of Lotto Strike will be drawn on Monday and Wednesday of each week unless the Minister directs otherwise.
- (d) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee.

Where a Malfunction 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 recommence, 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.
- (e) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (f) The Licensee may conduct a Game of Promotional Lotto 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 or separately from a Game of Lotto Strike or otherwise in conjunction with another lottery conducted by the Licensee.
- (g) A Game of Promotional Lotto Strike shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) 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.
- (i) 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.
- (j) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players in a Game of Promotional 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.
- (k) A ticket in a Game of Promotional Lotto Strike may include one or more Prizes to be won on the same ticket.
- (l) 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 Entry Forms and Tickets 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 Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, 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) These Rules will be displayed and made available for inspection at each Agency.

**RULE 4. Object**

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

**RULE 5. Eligibility for inclusion in a Game of Lotto Strike**

In order to be eligible for inclusion in a particular Game of Lotto Strike, a Ticket must issue to the Player following acceptance of an Entry by a Computer Linked Terminal before the Drawing of that game. Any such Ticket shall be subject to Rule 6(f) hereof. Entry into a Game of Lotto Strike is contingent on an Entry into a Game of Lotto being taken immediately prior to the Lotto Strike Entry being purchased ie: in the same transaction.

**RULE 6. Rules Applying to Entry Forms and Tickets**

- (a) An Entry Form shall consist of Panels which must be completed in the numerical order shown on the said form commencing with the top left hand Panel.
- (b) Players must Mark each Number selected with a vertical line in blue or black ink wholly within the Bounded Area containing the selected Number.

A Number greater than 10, which is not 20, 30 or 40, must be selected by Marking, in accordance with this provision, the two Numbers the sum of which total the Number to be selected.

Example:

The Number 25 is to be selected by Marking the Numbers 5 and 20.

- (c) Each Entry Form will contain Bounded Areas "A" or "B". Players wishing to enter in both the Monday and Wednesday or Wednesday and Monday Competition must Mark "A" and "B". Players wishing to enter in the Monday Competition only must mark "A". Players wishing to enter in the Wednesday Competition only must Mark "B". In the case of entries submitted by Post if neither "A" or "B" is marked the Chief Executive Officer shall determine the Competition(s) in which entry shall be effected. Players wishing to box their selections must Mark the "Box Selection" area. Players wishing to submit an Auto Pick entry must Mark the "Auto Pick" area.
- (d) A completed Entry Form or any other approved form of entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player.
- (e) Subject to paragraph (g) below acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its Agent or Direct Mail Agent to the Player evidencing the Player's Entry.
- (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) A Player may return a Ticket and on request have the same cancelled provided it is returned on the day of purchase to the place of purchase and prior to the Drawing of the Game of Lotto Strike entered. A Ticket so cancelled shall be void.

- (h) 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**

The Licensee is Approved to charge the Player Commission in the amounts specified in Schedule 1 of these Rules. By entering a Game of Lotto Strike the Player accepts liability to pay the Commission to the Licensee. The Subscriptions quoted in Rules 8 and 9 exclude Commission.

#### **RULE 8. Standard Entry**

- (a) For a Standard Entry to be made, four (4) Numbers shall have been Marked in each Panel, comprising one Number in each line in that Panel.
- (b) No fewer than one (1) Panel must be completed for each Standard Entry Form. Additional Panels may be completed up to the total number of Panels shown on the Standard Entry Form.
- (c) The Subscription for each Standard Entry Form shall be:
- (i) where both "A" and "B" have been Marked or are taken to be Marked, \$2.00 for one (1) Panel and \$2.00 for each additional Panel.
  - (ii) where either "A" or "B" is Marked or is taken to be Marked, \$1.00 for one (1) Panel and \$1.00 for each additional Panel.
- (d) If more than four (4) Numbers in a Panel are Marked for a Standard Entry Form which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in each line in that Panel in descending arithmetical sequence until four (4) Marked Numbers in the Panel, comprising one Number in each line in that Panel, remain.
- (e) If less than four (4) Numbers in a Panel, comprising one Number in each line in a Panel, are Marked for a Standard Entry Form which has been forwarded to the Licensee by post, entry into a Game of Lotto Strike shall not take effect and the Licensee shall return the Standard Entry Form together with any fees therewith to the Player.

#### **RULE 9. Boxed Entry**

- (a) Four (4) Numbers can be boxed by Marking the appropriate Bounded Area on the Entry Form. If the Boxed Entry option is selected, the game Panel played will produce a boxed selection with 24 combinations.
- (b) Only one Panel on the Entry Form may be boxed.
- (c) Notwithstanding any other provision in these Rules, where a Mark on an Entry Form for a Boxed Entry which has been forwarded to the Licensee by post has not been made in accordance with Rule 9, the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Boxed Entry shall be included in that Game of Lotto Strike and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (d) The Subscription for a Boxed Entry is \$24.00.

Where both "A" and "B" have been Marked or are taken to have been Marked the Subscription is \$48.00.

**RULE 10. Submission of Entry Forms**

- (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 Form may only be submitted through:
- (i) an Agent; or
  - (ii) a Direct Mail Agent; or
  - (iii) by post in accordance with paragraphs (k), (l) and (m) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry in respect of a Game of Lotto Strike submitted to an Agent or a Direct Mail Agent or the Licensee by a Player must be accompanied by the correct Fee and player registration fee (if applicable).
- (e) The Licensee may authorise its Agents, for fee or reward, to promote or take part in the formation of a syndicate for the purpose of purchasing an entry in, or subscribing to, a Game of Lotto Strike.
- (f) The form of payment of the Fee and player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (g)
- (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)(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 10(g)(i) should be addressed:-  

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (j) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing relating to that entry. 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.
- (k) 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.
- (l) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (m) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the Drawing of the first Monday or Wednesday Competition for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (n) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.

- (o) 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 (o)(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;
- (3) entries made by means of an electronic or mechanical device or by telecommunications system.

- (iii) If any entry in a Game of Promotional Lotto Strike is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto Strike:

- (1) constitutes the Player's official receipt;
- (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and

- (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto Strike.

#### **RULE 11. Determination of Prizes**

- (a) Prizes for each Game of Lotto Strike shall be paid by the Licensee from the Prize Pool in the percentage specified in this Rule and shall be classified as Division 1 (Strike 4), Division 2 (Strike 3), Division 3 (Strike 2) and Division 4 (Strike 1) Prizes.
- (b) 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.
- (c) Subject to a rounding off process (which shall be to the nearest sum containing a ten (10) cent multiple) the Prize Pool shall be distributed in the following percentages. 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 Competition if not won in the current Draw.

##### Division 1 (Strike 4):

- (i) A minimum Prize of an amount equal to \$100,000.00 shall be payable in respect of any Entry which, or shall be shared equally between any two (2) or more Entries each of which, contains all four (4) of the Winning Numbers.
- (ii) If no Prize in this division is payable in respect of any Entry in accordance with (i) above, the Prize which would otherwise have been payable shall be retained in the Prize Fund so as to form part of the monies which are payable in respect of any Entry which, or shared equally between any two (2) or more Entries each of which, contains all the Winning Numbers in the Jackpot Competition, provided that at no time shall a Prize in a Jackpot Competition exceed the Maximum Jackpot Competition Prize.
- (iii) Where the Jackpot Competition 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% shall be payable in respect of any Entry which, or shall be shared equally between any two (2) or more Entries each of which, contains three (3) Winning Numbers.

##### Division 3 (Strike 2):

A Prize of an amount equal to 45% shall be payable in respect of any Entry which, or shall be shared equally between any two (2) or more Entries each of which, contains two (2) Winning Numbers.

##### Division 4 (Strike 1):

A Prize of a free Automatic Entry of one (1) game Panel shall be payable in respect of any Entry which contains one (1) Winning Number.

- (d) 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 (c) 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.

- (e) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Competition or Wednesday Competition or both;
- (ii) an Entry made in respect of the Monday Competition or Wednesday Competition shall be automatically entered into the Second Drawing in respect of that Monday Competition or Wednesday Competition and such entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be shared equally between 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 and shall be paid from the Prize Reserve Fund;
- (v) the Second Drawing shall not constitute a separate Game of Lotto Strike but shall be part of either a Monday Competition or Wednesday Competition or both.
- (f) A Game of Lotto Strike may include an additional Prize or Prizes paid on special occasions or pursuant to Rule 11 (e) (as Approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (g) 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; and
  - (6) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.



- (ii) A Prize in a Game of Promotional Lotto Strike must not consist of or include tobacco.
  - (iii) A Prize in a Game of Promotional Lotto Strike may consist of or include liquor within the meaning of the Liquor Act 1982. However, the liquor component of any such Prize is to be limited to such proportion of the total value of the Prize, or such quantity, as may be Approved.
- (h) 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 Provisional Prize Winners**

- (a) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the Winning Numbers drawn for each Game of Lotto Strike as soon as possible after each Drawing. Provisional Prizes shall become final:
  - (i) in respect of a Prize in Division 1 and/or exceeding \$1,000.00 or as a result of a Second Drawing, as provided in Rules 13(a)(ii) and 13(c)(i); or
  - (ii) in respect of a Prize not exceeding \$1,000.00, as provided in Rules 13(c)(ii) and 13(d).
- (b) Following each Drawing of a Game of Lotto Strike the Licensee shall make available to the media:
  - (i) the amount of the Prize Pool allocated to each Division;
  - (ii) the value of Prizes payable in each Division and the number of provisional winners;

- (iii) the names and addresses of provisional Prize-winners in Division 1 (Strike 4) except where either anonymity has been granted in accordance with Rule 10 (g)(i) or where winners are not Registered Players;
  - (iv) information on the manner of payment of Prizes;
  - (v) the manner in which claims under Rules 13(a), 13(f), 13(g) and 13(h) must be made.
- (c) Where appropriate the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto 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 each Drawing.

### **RULE 13. Procedures for Claiming and Payment of Prizes**

In relation to a Game of Lotto Strike:

- (a)
- (i) Other than as provided for Registered Players, any Prize exceeding \$1,000.00 shown on a Computer Linked Terminal, 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(i) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim is the day of receipt by the Licensee. Prizes so claimed may be paid by the Licensee by cheque or, at the discretion of the Prize-winner, by electronic funds transfer, after the expiry of fourteen (14) days from the Drawing Date or within six (6) days after lodgement as aforesaid of the Prize claim form, whichever is the later;
  - (iii) Notwithstanding Rule 13(a)(i) and (ii) and Rule 13(g) hereof, the Drawing Date for an entry made in both the Monday and Wednesday Competitions will be the relevant Wednesday and the Drawing Date for an entry made in both the Wednesday and Monday Competitions will be the relevant Monday and a Prize claim form, together with the winning Ticket shall not be lodged prior thereto;
- (b) A Registered Player winning a Prize which exceeds \$10,000 in Division 1 (Strike 4) and/or as a result of a Second Drawing will be notified personally or by mail within five (5) days after the Drawing Date. The Chief Executive Officer may require a Registered Player to claim the Prize by lodging with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 13(i) hereof;
- (c) For Registered Players, all Prizes shown on a Computer Linked Terminal:
- (i) exceeding \$1,000.00 will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer after the expiry of fourteen (14) days after the Drawing Date. Where a Registered Player has been requested to claim the Prize in accordance with Rule 13(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 13(a) hereof;
  - (ii) not exceeding \$1,000.00 will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or, at the discretion of the Licensee,

by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;

- (d) For Players who are not Registered Players, all Prizes not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period not less than eight (8) weeks;
- (e) Subject to Rules 13(a), 13(b), 13(c), and 13(d) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;
- (f) Prizes not paid by an Agent in accordance with Rule 13 (d) will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prizes so paid;
- (g) A Player who claims to be entitled to:
  - (i) a Prize which exceeds \$10,000 in Division 1 (Strike 4) and/or awarded as a result of a Second Drawing and who has not been notified within five (5) days under Rule 13(b); or
  - (ii) a Prize exceeding \$1,000.00 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(i) and be received by the Licensee not later than eight (8) days after the Drawing Date;

A claim received later than eight (8) days after the Drawing Date will be rejected and the Licensee shall have no liability in relation thereto;

- (h) A 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 must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 13 (i);
- (i) The particulars required by Rules 13(a), 13(b), 13(f), 13(g) and 13(h) are:
  - (i) the name and address of the Player;
  - (ii) the Ticket Serial Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's registration number if a Registered Player;
  - (v) the Ticket; and
  - (vi) such further evidence or information as the Licensee requires;
- (j) 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) Registered Players winning cash Prizes and a Division 4 (Strike 1) Prize:
  - (1) exceeding \$1,000.00 the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer;
  - (2) not exceeding \$1,000.00 the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer;
- (ii) Registered Players winning a Division 4 (Strike 1) Prize shall be issued with a free entry bonus Ticket in a future draw. The bonus Ticket will be sent by mail;
- (iii) Unregistered Players winning cash Prizes and a Division 4 (Strike 1) Prize:
  - (1) exceeding \$1,000.00 the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13 (a)(i) and (ii);
  - (2) not exceeding \$1,000.00 the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13 (a) (i) and (ii);
- (iv) Unregistered Players winning a Division 4 (Strike 1) Prize shall be issued with a free entry bonus Ticket in a future draw following receipt of a Prize claim form lodged in accordance with Rule 13 (a)(i) and (ii);
- (k) Notwithstanding the provisions of this Rule 13 if an Entry which would otherwise have been entitled to a Prize is discovered after payment of Prizes the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player:
  - (i) in the case of Division 1 (Strike 4) such smaller Prize as would have been paid if such entry had been taken into account; or
  - (ii) in all other cases the same Prize as was paid to winning Players;
- (l) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is a Player entitled to that Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player may fail to meet one or more of the elements (1) or (2) contained in Rule 1(xli) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (m) All cheques in payment of Division 1 (Strike 4) Prizes will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules;
- (n) 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;
- (o) The payment of Prizes 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;
- (p) 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;

- (q) Remittances for payments of Prizes may include all Prizes won on the same Ticket;
- (r) Where payment of a Prize by the Licensee 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;
- (s) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same.

- (t) Any Prize sent by the Licensee to a Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability;
- (u) The payment of all Prizes pursuant to this Rule 13 will discharge the Licensee from liability in relation thereto notwithstanding the existence of any trust, whether express or implied, or syndicate (formed pursuant to Rule 10(e) or otherwise). 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 the Player was not the Player to whom such payment should have been made 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;
- (v) Prizes may be claimed through an Agent or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (w) Any Prize to be paid in accordance with Rule 11(e) or Rule 11(g) 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.
- (x) 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(o)(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 the claimant has complied with all conditions relating to the Game of Promotional Lotto Strike advertised under Rule 11(h)(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 a Ticket may have issued, Entry in a Game of Lotto Strike 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 reason for disqualification may include but are not limited to:
  - (i) if more than one Panel is completed on a Boxed Entry;
  - (ii) tender of insufficient Fee or a dishonoured cheque or if the form of remittance is not acceptable;
  - (iii) the Player had defaulted in payment of any previous Fee;
  - (iv) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (v) Ticket fails any security tests of the Licensee;
  - (vi) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
  - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an entry has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Subscription paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a matter determined by the Chief Executive Officer, the disqualification of such entry.

#### **RULE 15. Limitation of Liability**

- (a) By entering a Game of Lotto Strike or a Game of Promotional Lotto Strike a Player acknowledges that he or she has entered into an agreement with the Licensee and the Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Lotto Strike for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or a ticket in a

Game of Promotional Lotto Strike. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 13.

- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or agent of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Prize winning Ticket; or
    - (4) the inclusion of an entry in any particular Game of Lotto Strike or Game of Promotional Lotto Strike received by way of Entry Form or Automatic Entry instructions.
- (e) Each and every Agent and every Employee of an Agent shall have no liability or responsibility to a Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Prize winning Ticket; or
    - (4) the inclusion of an Entry in any particular Game of Lotto Strike or an entry in any particular Game of Promotional Lotto Strike received by way of Entry Form or Automatic Entry instructions.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee of the Licensee or an Agent, shall have no liability or responsibility for any

consequence of interference with or interruption to any Game of Lotto Strike or Game of Promotional Lotto Strike due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.

- (h) In the acceptance and processing of any Entry Form or Automatic Entry instructions culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto Strike, an Agent shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) Notwithstanding the provisions of Rule 15 (h), in the acceptance of Commission by an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (j) 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(i) inclusive as those protected by said Rules.

#### **RULE 16.**

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

#### **RULE 17.      **Agreements relating to a Game of Promotional Lotto Strike****

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



**SCHEDULE 1 - COMMISSION**

<b>Entry Type</b>		<b>Single Entry</b>	<b>Dual Entry</b>
Standard	1 game	\$0.20	\$0.30
	2 games	\$0.20	\$0.30
	3 games	\$0.20	\$0.40
	4 games	\$0.25	\$0.50
	5 games	\$0.30	\$0.60
	6 games	\$0.35	\$0.70
	7 games	\$0.40	\$0.80
	8 games	\$0.45	\$0.90
	9 games	\$0.50	\$1.00
Boxed	1 game	\$1.20	\$2.40

**PUBLIC LOTTERIES ACT 1996****NOTICE OF AMENDMENT OF RULES FOR OZ LOTTO**

I, THE HONOURABLE JACK RICHARD FACE, MP, Minister for Gaming and Racing and the Minister Assisting the Premier on Hunter Development, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as "the Act") pursuant to section 23 of the Act **DO HEREBY APPROVE** the amendments to the Rules for the conduct by New South Wales Lotteries Corporation, a Corporation constituted under Section 5 of the New South Wales Lotteries Corporatisation Act 1996, of Games of OZ Lotto as attached to this notice. These amended Rules take effect on and from 27 January 2002.


**DATED** this 22nd day of January 2002.

**SIGNED** by  
The Honourable Jack Richard Face, MP )  
Minister for Gaming and Racing and )  
Minister Assisting the Premier on )  
Hunter Development )

**PUBLIC LOTTERIES ACT 1996****OZ LOTTO RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of the Game of OZ Lotto and Promotional OZ Lotto. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 27 January 2002. These Rules supersede the Rules notified previously in the Government Gazette.

**RULE 1.                    Definitions**

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996;
  - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of OZ Lotto) and Subscriptions for Games of OZ Lotto;
  - (iii) "Agent" means a person appointed by the Licensee as its agent for purposes associated with Games of OZ Lotto conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
  - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of OZ Lotto;
  - (v) "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 Form) wherein:
    - (1) the selection of Numbers is made by way of a Computer Linked Terminal ; or
    - (2) the Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee.
  - (vii) "Bounded Area" means the area indicated as such by the symbols  on an Entry Form containing Numbers;
  - (viii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee;
  - (ix) "Commission" means the amounts which the Licensee is Approved to charge the Player or Syndicate for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry, but which does not include a charge determined in accordance with Condition 16 (c) of the Licence;
  - (x) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of 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 Syndicate Player and in respect of details of:

- (1) a Player's Entry in a Game of OZ Lotto;
  - (2) a Syndicate Entry and a Syndicate Player's Syndicate Entry Share in a Game of OZ Lotto; and
  - (3) where appropriate a Player's entry in a Game of Promotional OZ Lotto
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xii) "Direct Mail Agent" means an Agent, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of OZ Lotto and instructions with respect to a Game of Promotional OZ Lotto from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "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;
- (xv) "Drawing Date" in relation to a Game of OZ Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are drawn in respect of that Game of OZ Lotto and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are drawn in respect of a Second Drawing of a Game of OZ Lotto;
- (xvi) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xvii) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xviii) "Entry" means the Numbers in a Game of OZ Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(e)) have been Imprinted on the same numbered line on a Ticket, and in respect of which a Fee has been paid;
- (xix) "Entry Form" means the Approved form to be completed by a Player wishing to enter a Game of OZ Lotto;
- (xx) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;

- (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
- (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxi) "Fee" means the sum of the Commission and Subscription;
- (xxii) "Game of OZ Lotto" means a competition styled as "OZ Lotto" conducted under the Act but does not include Games of Promotional OZ Lotto;
- (xxiii) "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 in a Game of OZ Lotto; and
- (2) no further Subscription or Commission is charged;
- (xxiv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) "Jackpot Competition" means the Game of OZ Lotto drawn on the seventh day, or such other day as the Minister may direct, after any Drawing, (other than a Second Drawing) including the drawing of a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 12(e) Division 1(i);
- (xxvi) "Licence" means the Licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxvii) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxviii) "Malfunction" means a failure of the Drawing Device to operate in the manner in which it is designed to operate;
- (xxix) "Mark" means the drawing of a vertical line within a Bounded Area on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxx) "Minister" means the Minister for the time being administering the Act;
- (xxxi) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxii) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxiii) "Multi-Week Entry" means an Entry referred to in Rule 10;
- (xxxiv) "Numbers" has the same meaning as section 5 of the Act;
- (xxxv) "Panel" means a separate matrix containing the Numbers from 1 to 45 in arithmetical sequence;
- (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;
- (xxvii) "Player" means a person whom:

- (1) has submitted an Entry; and
- (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and

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

- (xxxviii) "Prize" means any Prize determined in accordance with Rule 12;
- (xxxix) "Prize Fund" means an account established under Section 27 of the Act and known as the OZ Lotto Prize Fund Account;
- (xl) "Prize Pool" means the amount allocated for the payment of Prizes being not less than fifty six and a half percent (56.5%) of all Subscriptions received for a particular Game of OZ Lotto;
- (xli) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xlii) "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;
- (xliii) "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;
- (xliv) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xlv) "Second Drawing" means an additional Drawing conducted as part of a Game of OZ Lotto in accordance with the Rules;
- (xlvi) "Standard Entry" means an entry referred to in Rule 8;
- (xlvii) "Standard Entry" means an Entry in which six (6) Numbers have been Marked in each Panel;
- (xlviii) "Subscription" means the amounts Approved, excluding Commission and any amount determined in accordance with the Licence, which a Player or Syndicate shall be charged for an Entry or Syndicate Entry;
- (xlix) "Supplementary Numbers" in relation to a Game of OZ Lotto means the seventh and eighth Numbers drawn for each game;
- (l) "Syndicate" means a group of two (2) or more Syndicate Players who collectively hold all the Syndicate Entry Shares in a Syndicate Entry in a Game of OZ Lotto;
- (li) "Syndicate Entry" means the Numbers in respect of a Syndicate in a Game of OZ Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(e)) have been Imprinted on the same numbered line on a Ticket and in respect of which the Syndicate Share Fees have been paid by the Syndicate Players;

- (lii) "Syndicate Entry Share" means that part of a Syndicate Entry as prescribed in Schedule 2 which a Syndicate Player is entitled to hold after paying the Syndicate Share Fee;
  - (liii) "Syndicate Player" means a person who:
    - (1) holds a Syndicate Entry Share in respect of a Syndicate Entry; and
    - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; andincludes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
  - (liv) "Syndicate Share Fee" means the cost of a Syndicate Share as prescribed in Schedule 2, being the Fee for a Syndicate Entry divided by the number of Syndicate Entry Shares;
  - (lv) "Systems Entry" means an Entry referred to in Rule 9;
  - (lvii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has submitted an Entry in a Game of OZ Lotto or a Syndicate Player holds a Syndicate Entry Share in a Game of OZ Lotto, and which:
    - (1) contains Entry or Syndicate Entry details; and
    - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
    - (3) may include other particulars such as, where appropriate, Syndicate Entry Share details;
  - (lviii) "Ticket Serial Number" means the numbers and/or letters Imprinted on Tickets and which constitute an official identification of the issue of a Ticket;
  - (lix) "Winning Numbers" in relation to a Game of OZ Lotto (including a Second Drawing) means the first six numbers drawn for each game.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2. Conduct and Drawings of Games of OZ Lotto and Conduct of Games of Promotional OZ Lotto**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, to every Game of OZ Lotto and Game of Promotional OZ Lotto.

- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) Games of OZ Lotto will be drawn on Tuesday of each week unless the Minister directs otherwise.
- (d) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee.

Where a Malfunction occurs:

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



- (l) A Game of Promotional OZ Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

**RULE 3. Application of Rules**

- (a) All instructions and conditions printed on Entry Forms and Tickets and these Rules shall apply to each Game of OZ Lotto and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, these Rules shall apply to each Game of Promotional OZ Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of OZ Lotto or a Game of Promotional OZ Lotto Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) These Rules will be displayed and made available for inspection at each Agency.

**RULE 4. Object**

The object of the Game of OZ Lotto is to select six (6) Numbers in a Panel, which Numbers are the same as the Winning Numbers.

**RULE 5. Eligibility for inclusion in a Game of OZ Lotto**

In order to be eligible for inclusion in a particular Game of OZ Lotto, a Ticket must issue to the Player or Syndicate Player following acceptance of an Entry or Syndicate Entry by a Computer Linked Terminal before the Drawing of that game. Any such Ticket shall be subject to Rule 6(e) hereof.

**RULE 6. Rules applying to Entry Forms and Tickets**

- (a) An Entry Form shall consist of Panels which must be completed in the numerical order shown on the said form commencing with the top left hand Panel.
- (b) In the case of an Entry or a Syndicate Entry each Number selected must be Marked with a vertical line in blue or black ink wholly within the Bounded Area containing the selected Number.
- (c) A completed Entry Form or any other approved form of Entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player.
- (d) Subject to paragraph (h) below acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form of acknowledgment issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Entry, as the case may be.
- (e) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player

or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.

- (f) A Player may return a Ticket and on request have the same cancelled provided it is returned on the day of purchase to the place of purchase and prior to the Drawing of the Game of OZ Lotto entered. A Ticket so cancelled shall be void.
- (g) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

**RULE 7.                      Commission**

The Licensee is Approved to charge a Player or Syndicate Commission in the amounts specified in Schedule 1 of these Rules. By entering a Game of OZ Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of OZ Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

**RULE 8.                      Standard Entry**

- (a) For a Standard Entry to be made six (6) Numbers shall have been Marked in each Panel completed for a Standard Entry.
- (b) No fewer than one (1) Panel must be completed for each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form.
- (c) The Subscription for each Standard Entry shall be \$1.00 for each game Panel completed.
- (d) If more than six (6) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.
- (e) If less than six (6) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post entry into a Game of OZ Lotto shall not take effect and the Licensee shall return the Standard Entry together with any Fees therewith to the Player.

**RULE 9.                      Systems Entry**

- (a) A Systems Entry shall be made by selecting more than six (6) Numbers in a Panel; so that seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers may be Marked in a Panel.
- (b) Only one (1) system may be selected for a Systems Entry by Marking the appropriate Bounded Area on the Entry Form. That system shall apply to all Panels completed on that Form.
- (c) Numbers in respect of a Systems Entry shall be Marked in accordance with the system selected. In each Panel completed in the following shall be Marked:

- System 7 - seven (7) Numbers
- System 8 - eight (8) Numbers
- System 9 - nine (9) Numbers
- System 10 - ten (10) Numbers
- System 11 - eleven (11) Numbers
- System 12 - twelve (12) Numbers
- System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers  
System 15 - fifteen (15) Numbers  
System 16 - sixteen (16) Numbers  
System 17 - seventeen (17) Numbers  
System 18 - eighteen (18) Numbers.

(d) In respect of a Syndicate Entry:

- (i) More than nine (9) Numbers shall be Marked in a Panel; so that ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on a Systems Entry Form; and
- (ii) The appropriate Bounded Area shall be Marked on the Systems Entry Form to select the particular system; and
- (iii) Only one (1) system may be selected on a Systems Entry Form. That system shall apply to all Panels completed on that Systems Entry Form; and
- (iv) The Numbers on a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

System 10 - ten (10) Numbers  
System 11 - eleven (11) Numbers  
System 12 - twelve (12) Numbers  
System 13 - thirteen (13) Numbers  
System 14 - fourteen (14) Numbers  
System 15 - fifteen (15) Numbers  
System 16 - sixteen (16) Numbers  
System 17 - seventeen (17) Numbers  
System 18 - eighteen (18) Numbers.

- (e) Notwithstanding any other provision in these Rules, where a Mark on a Systems Entry Form in respect of an Entry which has been forwarded to the Licensee by post has not been made in accordance with Rule 9(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rule 9 (d), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Systems Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Systems Entry shall be included in that Game of OZ Lotto and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a shall be made in accordance with the Chief Executive Officer's interpretation.
- (f) Any number of Panels up to the total number of Panels on the Entry Form may be completed.

(g) The Subscriptions for a Systems Entry are:

<b>System Number</b>	<b>Equivalent Number of Standard Panels entered</b>	<b>Subscription \$</b>	<b>Number of Bounded Areas to be marked in each Panel</b>
7	7	7	7
8	28	28	8
9	84	84	9
10	210	210	10
11	462	462	11
12	924	924	12
13	1716	1716	13
14	3003	3003	14
15	5005	5005	15
16	8008	8008	16
17	12376	12376	17
18	18564	18564	18

**RULE 10. Multi-Week Entry**

- (a) A Multi-Week Entry may be made in respect of any of the consecutive Games of OZ Lotto prescribed in Rule 10(d).
- (b) Either a Standard Entry or System 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 or 18 Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (c) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry Form. Rule 9 shall, in so far as it relates to a Multi-Week Entry apply only to Systems 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 or 18.
- (d) A Multi-Week Entry Form may be submitted for entry in five (5), ten (10), twenty-five (25) or fifty (50) consecutive Games of OZ Lotto.
- (e) In a Multi-Week Entry, the number of consecutive Games of OZ Lotto to be entered shall be selected by Marking the appropriate Bounded Area on the Multi-Week Entry Form.
- (f) If a Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(e), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selection thereon in such manner having regard to such factors as the Chief Executive Officer deems appropriate.
- (g) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry submitted in a Game of OZ Lotto multiplied by the number of consecutive Games of OZ Lotto in which the Entry is entered under Rules 10(e) or 10(f).

**RULE 11. Submission of Entry Forms**

- (a) The Licensee may impose a registration fee payable by a Player or Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.

- (b) A person under the age of eighteen (18) years shall not enter a Game of OZ Lotto or a Game of Promotional OZ Lotto.
- (c) An Entry Form may only be submitted through:
- (i) an Agent; or
  - (ii) a Direct Mail Agent; or
  - (iii) except as provided in Rule 19(h), by post in accordance with paragraphs (i), (l) and (m) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry or Syndicate Entry in respect of a Game of OZ Lotto submitted to an Agent or a Direct Mail Agent or the Licensee by a Player or Syndicate Player must be accompanied by the correct Fee or Syndicate Share Fee and player registration fee (if applicable).
- (e) The form of payment of the Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
- (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Registered Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
  - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-  

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

or such other address as may be publicly notified from time to time by the Chief Executive Officer.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player or, in the case of a Syndicate Entry, a person on behalf of a Syndicate.
- (h) Where a Player submits an Entry Form or other form of Entry or, in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry Share as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing relating to that Entry or Syndicate Entry. For the purposes of this paragraph an Entry or Syndicate Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.

(j) Other than as provided for in Rules 6(f), 19(e) and 19(f) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.

(k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

(l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the Drawing for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

(m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.

(n) Form of entry in a Game of Promotional OZ Lotto

(i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional OZ Lotto;

(ii) Without limiting Rule 11 (n)(i), the form of entry in a Game of Promotional OZ Lotto may be any of the following (or combination of the following):

(1) part of a Ticket;

(2) any other ticket or document;

(3) entries made by means of an electronic or mechanical device or by telecommunications system.

(iii) If any entry in a Game of Promotional OZ Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional OZ Lotto:

(1) constitutes the Player's or Syndicate Player's official receipt;

(2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and

- (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional OZ Lotto.

**RULE 12.                    Determination of Prizes**

- (a) Prizes for each Game of OZ Lotto shall be paid by the Licensee from the Prize Pool in the percentage specified in this Rule and shall be classified as Division 1, Division 2, Division 3, Division 4 and Division 5 Prizes.
- (b) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12 (c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) Subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple for other than the Division 1 Prize Pool) the Prize Pool shall be distributed as nearly as possible in the following percentages. Where there is no winner in any one division, subject to the provisions of Division 1 (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:

Division 1 -

- (i) A Prize of an amount equal to 40% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 40% shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, or shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers in the Jackpot Competition; provided that no such additional jackpotting shall be effected for more than twenty four (24) consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty four (24) consecutive games of that type and there is no such Prize payable in respect of any Entry or Syndicate Entry in the next (or 25th) consecutive game of that type, then the total Prize money payable in respect of such additions or jackpot, when added to the Division 1 Prize payable in respect of such 25th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries.

Division 2 -

A Prize of an amount equal to 6% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one or both of the Supplementary Numbers.

## Division 3 -

A Prize of an amount equal to 11% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than five (5) of the six (6) Winning Numbers.

## Division 4 -

A Prize of an amount equal to 19% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Numbers.

## Division 5 -

A Prize of an amount equal to 24% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one or both of the Supplementary Numbers.

## (f) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of the OZ Lotto Game;
  - (ii) an Entry or Syndicate Entry made in respect of a Game of OZ Lotto shall be entered automatically into the Second Drawing in respect of that Game of OZ Lotto and such entry shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer and shall be paid from the Prize Reserve Fund;
  - (v) the Second Drawing shall not involve the drawing of any Supplementary Numbers; and
  - (vi) the Second Drawing shall not constitute a separate Game of OZ Lotto but shall be part of the normal weekly competition;
- (g) A Game of OZ Lotto may include an additional Prize or Prizes, Prizes paid on special occasions or pursuant to Rule 12(f) (as Approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (h) Prizes in a Game of Promotional OZ Lotto



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

**RULE 13.                    Announcement of Provisional Prize Winners**

- (a) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the Winning Numbers and the Supplementary Numbers drawn for each Game of OZ Lotto as soon as possible after each Drawing. Provisional Prizes shall become final:
- (i) In respect of a Prize in Division 1 and/or exceeding \$1,000,00 or as a result of a Second Drawing, as provided in Rules 14(a)(ii) and 14(c)(i); or
  - (ii) In respect of a Prize not exceeding \$1,000,00 as provided in Rules 14(c)(ii) and 14(d).
- (b) Following each Drawing of a Game of OZ Lotto the Licensee shall make available to the media:
- (i) the amount of the Prize Pool allocated to each Division;
  - (ii) the value of Prizes payable in each Division and the number of provisional winners;
  - (iii) the names and addresses of provisional Prize-winners in Division 1 except where either anonymity has been granted in accordance with Rule 11 (f)(i) or where winners are not Registered Players or Registered Syndicate Players;
  - (iv) information on the manner of payment of Prizes;
  - (v) the manner in which claims under Rules 14(a), 14(f), 14(g) and 14(h) must be made.
- (c) Where appropriate the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional OZ Lotto as soon as possible after the completion of such Game of Promotional OZ Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of each Drawing.

**RULE 14.                    Procedures for Claiming and Payment of Prizes**

In relation to a Game of OZ Lotto:

- (a)
- (i) Other than as provided for Registered Players, any Prize (and in the case of a Syndicate Entry, a Syndicate Player's share of any Prize) exceeding \$1,000.00 shown on a Computer Linked Terminal, 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(i) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim is the day of receipt by the Licensee. Prizes so claimed may be paid by the Licensee by cheque or, at the discretion of the Prize-winner, by electronic funds transfer, after the expiry of fourteen (14) days from the Drawing Date or within six (6) days after lodgement as aforesaid of the Prize claim form, whichever is the later;
- (b) A Registered Player winning a Prize (or in the case of a Syndicate Entry, a Syndicate Player's share of any Prize) which exceeds \$10,000 in Division 1 and/or Division 2 and/or as a result of a Second Drawing will be notified personally or by mail within five (5) days after

the Drawing Date. The Chief Executive Officer may require a Registered Player or Registered Syndicate Player to claim the Prize by lodging with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(i) hereof;

- (c) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share in a Prize) shown on a Computer Linked Terminal:
- (i) exceeding \$1,000.00 will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer after the expiry of fourteen (14) days after the Drawing Date. Where a Registered Player or Registered Syndicate Player has been requested to claim the Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(a) hereof;
  - (ii) not exceeding \$1,000.00, will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;
- (d) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks;
- (e) Subject to Rules 14(a), 14(b), 14(c), and 14(d) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;
- (f) A Prize or, in the case of a Syndicate Entry, as share of a Prize, not paid by an Agent in accordance with Rule 14 (d) will be paid by the Licensee by cheque or, at the discretion of the Licensee by electronic funds transfer, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;
- (g) A Player or Syndicate Player who claims to be entitled to:
- (i) a Prize or in the case of a Syndicate Entry a share of a Prize, exceeding \$10,000 in Division 1 and/or Division 2 and/or awarded as a result of a Second Drawing and who has not been notified within five (5) days under Rule 14 (b); or
  - (ii) a Prize or, in the case of a Syndicate Entry a share of a Prize exceeding \$1,000.00 and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14 (i);

- (h) A 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 must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14 (i);

- (i) The particulars required by Rules 14 (a), 14 (b), 14(f), 14(g) and 14 (h) are:
  - (i) the name and address of the Player or Syndicate Player;
  - (ii) the Ticket Serial Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's or Syndicate Player registration number if a Registered Player or Registered Syndicate Player;
  - (v) the Ticket; and
  - (vi) such further evidence or information as the Licensee requires;
- (j) Notwithstanding the provisions of this Rule 14 if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize is discovered after payment of Prizes the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player;
  - (i) in the case of Division 1 such smaller Prize or share of a Prize as would have been paid if such entry had been taken into account; or
  - (ii) in all other cases the same Prize or share of a Prize as was paid to winning Players or Syndicate Players;
- (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 in the case of a Syndicate Entry a share of a Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is a Player or, in the case of a Syndicate Entry, a Syndicate Player, entitled to that Prize or share of a Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player or Syndicate Player may fail to meet one or more of the elements (1) or (2) contained in Rules 1(xxvii) or 1(liii) or may fail to meet some or all of 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 or Syndicate Player in accordance with these Rules;
- (m) 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;
- (n) 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;
- (o) Subject to section 17 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto;
- (p) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket;
- (q) 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;
- (r) 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;

- (s) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability;
- (t) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability in relation thereto notwithstanding the existence of any trust, whether express or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her;
- (u) Prizes may be claimed through an Agent or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (v) A Prize or share of a Prize to be paid in accordance with Rule 12 (f) or Rule 12 (h) shall be forwarded to the winners thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (w) Payment of Prizes in a Game of Promotional OZ Lotto
- (i) A Prize is not payable in a Game of Promotional OZ Lotto unless:
    - (1) the entry submitted in a Game of Promotional OZ Lotto is in the form determined by the Chief Executive Officer under Rule 11(n)(i); and
    - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of OZ Lotto, the Ticket in the Game of OZ Lotto must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of OZ Lotto is valid,

and the claimant has complied with all conditions relating to the Game of Promotional OZ Lotto advertised under Rule 12(i)(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 a Ticket may have issued, Entry in a Game of OZ Lotto or entry in a Game of Promotional OZ Lotto 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 reason for disqualification may include but are not limited to:
  - (i) tender of insufficient Fee or, in the case of a Syndicate Entry, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
  - (ii) the Player or Syndicate Player had defaulted in payment of any previous Fee or Syndicate Share Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal, or
  - (vi) any other breach of these Rules which justifies disqualification.

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

**RULE 16.                    Limitation of Liability**

- (a) By entering a Game of OZ Lotto or a Game of Promotional OZ Lotto a Player or Syndicate Player acknowledges that he or she has entered into an agreement with the Licensee and the Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional OZ Lotto for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or a Syndicate Player who claims a share of a

Prize and is unable to submit a Ticket or a ticket in a Game of Promotional OZ Lotto. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.

- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or agent of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of OZ Lotto or Game of Promotional OZ Lotto; and
  - (ii) without prejudice to the generality of Rule 16(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of OZ Lotto or entry in a Game of Promotional OZ Lotto received by way of Entry Form or Automatic Entry.
- (e) Each and every Agent and every Employee of an Agent shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of OZ Lotto or Game of Promotional OZ Lotto; and
  - (ii) without prejudice to the generality of Rule 16(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of a Prize or share of a Prize;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize or share of a Prize; or
    - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of OZ Lotto or entry in a Game of Promotional OZ Lotto received by way of Entry Form or Automatic Entry.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, shall have no liability or responsibility to a Player or Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.

- (g) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee of the Licensee or an Agent, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of OZ Lotto or Game of Promotional OZ Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional OZ Lotto, an Agent shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) Notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission in respect of an Entry by an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the agent shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (j) 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(i) inclusive as those protected by said Rules.

#### **RULE 17.**

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

#### **RULE 18.**

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

#### **RULE 19.**

- (a) The Licensee may authorise an Agent to make a Syndicate Entry and to sell Syndicate Entry Shares in respect of that Syndicate Entry.
- (b) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares.
- (c) Upon payment of the Syndicate Share Fee a Syndicate Player shall be entitled to receive the appropriate Syndicate Entry Share.
- (d) Each Syndicate Entry Share shall have the same Numbers as the relevant Syndicate Entry.
- (e) An Agent may cancel a Syndicate Entry defined by the Agent prior to the Drawing of the Game of Lotto to which the Syndicate Entry relates provided no Syndicate Entry Shares in



the relevant Syndicate Entry have been sold or all Syndicate Entry Shares sold in the relevant Syndicate Entry have been cancelled. A Syndicate Entry so cancelled shall be void.

- (f) An Agent may cancel a Syndicate Entry Share in respect of a Syndicate Entry defined by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased, unless:
  - (i) such purchase took place on the day of the Drawing of the Game of OZ Lotto to which the Syndicate Entry relates; and/or
  - (ii) all the Syndicate Entry Shares in respect of the related Syndicate Entry have been sold.
- (g) Where one (1) or more Syndicate Entry Shares have been sold in respect of a Syndicate Entry defined by an Agent the Agent shall be liable for and shall meet the costs of any unsold Syndicate Entry Share or Shares in that Syndicate Entry and in such case, for the purposes of these Rules, such Agent shall be considered a Syndicate Player and shall be the holder of such Syndicate Entry Share or Shares.
- (h) A Syndicate Entry Share may not be purchased by post from the Licensee.

## OZ Lotto Commissions

### Schedule 1 - Commission Pursuant to Rule 7

Bet Type	Entry Type	Cents
Standard	1 game	0.10
	2 games	0.20
	3 games	0.25
	4 games	0.30
	5 games	0.35
	6 games	0.40
	7 games	0.45
	8 games	0.50
	9 games	0.55
	10 games	0.60
	11 games	0.65
	12 games	0.70
System - Per Panel	7	0.45
	8	1.70
	9	3.00
	10	6.00
	11	10.00
	12	18.00
	13	34.00
	14	57.00
	15	95.00
	16	152.00
	17	234.00
	18	356.00
Multi- Week Standard	5 weeks	
	1 game	0.25
	2 games	0.50
	3 games	0.65
	4 games	0.75
	5 games	0.90
	6 games	1.00
	7 games	1.15
	8 games	1.25
	9 games	1.40
	10 games	1.50
	11 games	1.65
12 games	1.75	

Multi- Week Standard	10 weeks	
	1 game	0.50
	2 games	1.00
	3 games	1.30
	4 games	1.50
	5 games	1.80
	6 games	2.00
	7 games	2.30
	8 games	2.50
	9 games	2.80
	10 games	3.00
	11 games	3.30
12 games	3.50	
Multi- Week Standard	25 weeks	
	1 game	1.20
	2 games	1.50
	3 games	1.95
	4 games	2.25
	5 games	2.70
	6 games	3.00
	7 games	3.45
	8 games	3.75
	9 games	4.20
	10 games	4.50
	11 games	4.95
12 games	5.25	
Multi- Week Standard	50 weeks	
	1 game	1.60
	2 games	2.00
	3 games	2.60
	4 games	3.00
	5 games	3.60
	6 games	4.00
	7 games	4.60
	8 games	5.00
	9 games	5.60
	10 games	6.00
	11 games	6.60
12 games	7.00	
System 7 - Per Panel	5 weeks	1.15
	10 weeks	2.30
	25 weeks	3.45
	50 weeks	4.60

System 8 - Per Panel	5 weeks	4.25
	10 weeks	8.50
	25 weeks	12.75
	50 weeks	17.00
System 9 - Per Panel	5 weeks	7.50
	10 weeks	15.00
	25 weeks	22.50
	50 weeks	30.00
System 10 - Per Panel	5 weeks	15.00
	10 weeks	30.00
	25 weeks	45.00
	50 weeks	60.00
System 11 - Per Panel	5 weeks	22.50
	10 weeks	45.00
	25 weeks	67.50
	50 weeks	90.00
System 12 - Per Panel	5 weeks	45.00
	10 weeks	90.00
	25 weeks	135.00
	50 weeks	180.00
System 13 - Per Panel	5 weeks	82.50
	10 weeks	165.00
	25 weeks	247.50
	50 weeks	330.00
System 14 - Per Panel	5 weeks	142.50
	10 weeks	285.00
	25 weeks	427.50
	50 weeks	570.00
System 15 - Per Panel	5 weeks	237.50
	10 weeks	475.00
	25 weeks	712.50
	50 weeks	950.00

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System 16 - Per Panel	5 weeks	376.00
	10 weeks	752.00
	25 weeks	1128.00
	50 weeks	1504.00
System 17 - Per Panel	5 weeks	575.00
	10 weeks	1150.00
	25 weeks	1725.00
	50 weeks	2300.00
System 18 - Per Panel	5 weeks	854.00
	10 weeks	1708.00
	25 weeks	2562.00
	50 weeks	3416.00

**Schedule 2**

<b>OZ LOTTO</b>				
<b>ENTRY</b>	<b>FEE</b>	<b>SYNDICATE ENTRY</b>	<b>NO. OF SHARES</b>	<b>SYNDICATE FEE PER PANEL (Cost per Share)</b>
System 10	\$216.00	System 10	5	\$43.20
System 10	\$216.00	System 10	10	\$21.60
System 10	\$216.00	System 10	20	\$10.80
System 11	\$472.00	System 11	5	\$94.40
System 11	\$472.00	System 11	10	\$47.20
System 11	\$472.00	System 11	20	\$23.60
System 11	\$472.00	System 11	40	\$11.80
System 12	\$942.00	System 12	5	\$188.40
System 12	\$942.00	System 12	10	\$94.20
System 12	\$942.00	System 12	20	\$47.10
System 12	\$942.00	System 12	40	\$23.55
System 13	\$1,750.00	System 13	5	\$350.00
System 13	\$1,750.00	System 13	10	\$175.00
System 13	\$1,750.00	System 13	20	\$87.50
System 13	\$1,750.00	System 13	40	\$43.75
System 13	\$1,750.00	System 13	50	\$35.00
System 13	\$1,750.00	System 13	100	\$17.50
System 14	\$3,060.00	System 14	5	\$612.00
System 14	\$3,060.00	System 14	10	\$306.00
System 14	\$3,060.00	System 14	20	\$153.00
System 14	\$3,060.00	System 14	50	\$61.20
System 14	\$3,060.00	System 14	100	\$30.60
System 15	\$5,100.00	System 15	5	\$1,020.00
System 15	\$5,100.00	System 15	10	\$510.00
System 15	\$5,100.00	System 15	20	\$255.00
System 15	\$5,100.00	System 15	50	\$102.00
System 15	\$5,100.00	System 15	100	\$51.00
System 16	\$8,160.00	System 16	5	\$1,632.00
System 16	\$8,160.00	System 16	10	\$816.00
System 16	\$8,160.00	System 16	20	\$408.00
System 16	\$8,160.00	System 16	40	\$204.00
System 16	\$8,160.00	System 16	50	\$163.20
System 16	\$8,160.00	System 16	100	\$81.60
System 16	\$8,160.00	System 16	200	\$40.80
System 17	\$12,610.00	System 17	5	\$2,522.00
System 17	\$12,610.00	System 17	10	\$1,261.00
System 17	\$12,610.00	System 17	20	\$630.50
System 17	\$12,610.00	System 17	40	\$315.25
System 17	\$12,610.00	System 17	50	\$252.20
System 17	\$12,610.00	System 17	100	\$126.10
System 17	\$12,610.00	System 17	200	\$63.05
System 18	\$18,920.00	System 18	5	\$3,784.00
System 18	\$18,920.00	System 18	10	\$1,892.00
System 18	\$18,920.00	System 18	20	\$946.00
System 18	\$18,920.00	System 18	40	\$473.00
System 18	\$18,920.00	System 18	50	\$378.40
System 18	\$18,920.00	System 18	100	\$189.20
System 18	\$18,920.00	System 18	200	\$94.60

**PUBLIC LOTTERIES ACT 1996****NOTICE OF AMENDMENT OF RULES FOR POWERBALL**

I, THE HONOURABLE JACK RICHARD FACE, MP, Minister for Gaming and Racing and the Minister Assisting the Premier on Hunter Development, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as "the Act") pursuant to section 23 of the Act **DO HEREBY APPROVE** the amendments to the Rules for the conduct by New South Wales Lotteries Corporation, a Corporation constituted under Section 5 of the New South Wales Lotteries Corporatisation Act 1996, of Games of Powerball as attached to this notice. These amended Rules take effect on and from 27 January 2002.

**DATED** this 22nd day of January 2002.


**SIGNED** by

The Honourable Jack Richard Face, MP )  
Minister for Gaming and Racing and )  
Minister Assisting the Premier on )  
Hunter Development )

**PUBLIC LOTTERIES ACT 1996****POWERBALL RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of the Game of Powerball and Promotional Powerball. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 27 January 2002. These Rules supersede the Rules notified previously in the Government Gazette.

**RULE 1. Definitions**

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996;
  - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of Powerball) and Subscriptions for Games of Powerball;
  - (iii) "Agent" means a person appointed by the Licensee as its agent for purposes associated with Games of Powerball conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
  - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of Powerball;
  - (v) "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 Form) wherein:
    - 1. The selection of Numbers is made by way of a Computer Linked Terminal; or
    - 2. The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee
  - (vii) "Bounded Area" means the area indicated as such by the symbols  on an Entry Form containing Numbers;
  - (viii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee;
  - (ix) "Commission" means the amounts which the Licensee is Approved to charge the Player or Syndicate for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry to a Game of Powerball but which does not include a charge determined in accordance with Condition 16 (c) of the Licence;
  - (x) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Powerball or games of Promotional Powerball;
  - (xi) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:



- (1) a Player's Entry in a Game of Powerball;
  - (2) a Syndicate Entry and a Syndicate Player's Syndicate Entry Share in a Game of Powerball; and
  - (3) where appropriate a Player's entry in a game of Promotional Powerball
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xii) "Direct Mail Agent" means an Agent, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Powerball and instructions with respect to a Game of Promotional Powerball from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Drawing" means:
- (1) in relation to a Game of Powerball (but not including a Second Drawing) the selection of the Winning Numbers by lot using Drawing Devices;
  - (2) in relation to a Second Drawing the selection by lot of the Winning Numbers using Drawing Devices;
- (xiv) "Drawing Date" in relation to a Game of Powerball means the date on which the Winning Numbers are drawn in respect of that Game of Powerball and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are drawn in respect of a Second Drawing of a Game of Powerball;
- (xv) "Drawing Devices" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xvi) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xviii) "Entry" means the Numbers in a Game of Powerball which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(e)) have been Imprinted on the same numbered line on a Ticket and in respect of which a Fee has been paid;
- (xix) "Entry Form" means the approved form to be completed by a Player wishing to enter a Game of Powerball;
- (xx) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;

- (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
- (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxi) "Fee" means the sum of the Commission and Subscription;
- (xxii) "Game of Powerball" means a competition styled as "Powerball" conducted under the Act but does not include Games of Promotional Powerball;
- (xxiii) "Game of Promotional Powerball" means a public lottery conducted for the purpose of promoting a Game of Powerball, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Powerball ; and
  - (2) no further Subscription or Commission is charged;
- (xxiv) "Game Panel" in relation to a Game of Powerball consists of two Panels, an upper Panel and a lower Panel.
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) "Jackpot Competition" means the Game of Powerball drawn on the seventh day, or such other day as the Minister may direct, after any Drawing, (other than a Second Drawing) including the drawing of a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 12(e) Division 1(i);
- (xxvii) "Licence" means the License granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxviii) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxix) "Malfunction" means a failure of the Drawing Device/s to operate in the manner in which they are designed to operate.
- (xxx) "Mark" means the drawing of a vertical line within a Bounded Area on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxi) "Minister" means the Minister for the time being administering the Act;
- (xxxii) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxiii) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxiv) "Multi-Week Entry " means an Entry referred to in Rule 10;
- (xxxv) "Numbers" has the same meaning as section 5 of the Act;
- (xxxvi) "Panel" means a separate matrix containing the Numbers from 1 to 45 in arithmetical sequence;
- (xxxvii) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Games of Powerball under a corresponding law;
- (xxxviii) "Player" means a person who:

- (1) has submitted an Entry; and
- (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and

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

- (xxxix) "Powerball Number" in relation to a Game of Powerball means the first and only Number drawn from the Powerball barrel;
- (xl) "Prize" means any Prize determined in accordance with Rule 12;
- (xli) "Prize Fund" means an account established under section 27 of the Act and known as the Powerball Prize Fund Account;
- (xlii) "Prize Pool" means the amount allocated for the payment of Prizes being not less than fifty seven and a half percent (57.5%) of all Subscriptions received for a particular Game of Powerball;
- (xliii) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xliv) "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) "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;
- (xlvi) "Rules" means these Rules made under the Act any amendment, modification, variation, or abrogation thereof for the time being in force;
- (xlvii) "Second Drawing" means an additional Drawing conducted as part of a Game of Powerball in accordance with the Rules;
- (xlviii) "Standard Entry" means an Entry referred to in Rule 8;
- (xlix) "Subscription" means the amounts Approved, excluding Commission, and any amount determined in accordance with the Licence which a Player or Syndicate shall be charged for an Entry or Syndicate Entry in a Game of Powerball;
- (l) "Syndicate" means a group of two (2) or more Syndicate Players who collectively hold all the Syndicate Entry Shares in a Syndicate Entry;
- (li) "Syndicate Entry" means the Numbers in respect of a Syndicate in a Game of Powerball which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(e)) have been Imprinted on the same numbered line on a Ticket and in respect of which the Syndicate Share Fees have been paid by the Syndicate Players;

- (lii) "Syndicate Entry Share" means that part of a Syndicate Entry as prescribed in Schedule 3 which a Syndicate Player is entitled to hold after paying the Syndicate Share Fee;
- (liii) "Syndicate Player" means a person who:
- (1) holds a Syndicate Entry Share in respect of a Syndicate Entry; and
  - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (liv) "Syndicate Share Fee" means the cost of a Syndicate Share as prescribed in Schedule 3, being the Fee for a Syndicate Entry divided by the number of Syndicate Entry Shares ;
- (lv) "Systems Entry" means an Entry referred to in Rule 9;
- (lvi) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has submitted an Entry in a Game of Powerball or a Syndicate Player holds a Syndicate Entry Share in a Game of Powerball, and which:
- (1) contains Entry or Syndicate Entry details; and
  - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
  - (3) may include other particulars such as, where appropriate, Syndicate Entry Share details;
- (lvii) "Ticket Serial Number" means the numbers and/or letters Imprinted on Tickets and which constitute an official identification of the issue of a Ticket;
- (lviii) "Winning Numbers" in relation to a Game of Powerball (including a Second Drawing) means the five numbers drawn from the first barrel plus the Powerball Number;
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2. Conduct and Drawings of Games of Powerball and Conduct of Games of Promotional Powerball**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, to every Game of Powerball and Game of Promotional Powerball.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.

- (c) Games of Powerball will be drawn on Thursday of each week unless the Minister directs otherwise.
- (d) Drawings undertaken in the State of New South Wales shall be conducted in such manner as approved by the Licensee.

Where a Malfunction occurs:

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

**RULE 3. Application of Rules**

- (a) All instructions and conditions printed on Entry Forms and Tickets and these Rules shall apply to each Game of Powerball and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, these Rules shall apply to each Game of Promotional Powerball and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Powerball or a Game of Promotional Powerball Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) These Rules will be displayed and made available for inspection at each Agency.

**RULE 4. Object**

The object of the Game of Powerball is to select five (5) Numbers in the upper Panel, and one (1) Number in the lower Panel in a Game Panel, which Numbers are the same as the Winning Numbers.

**RULE 5. Eligibility for inclusion in a Game of Powerball**

In order to be eligible for inclusion in a particular Game of Powerball, a Ticket must issue to the Player or Syndicate Player following acceptance of an Entry or Syndicate Entry by a Computer Linked Terminal before the Drawing of that game. Any such Ticket shall be subject to Rule 6(e) hereof.

**RULE 6. Rules applying to Entry Forms and Tickets**

- (a) An Entry Form shall consist of Game Panels, each comprising an upper and lower Panel, which must be completed in the numerical order shown on the Entry Form, commencing with Game Panel 1.
- (b) In the case of an Entry or a Syndicate Entry each Number selected must be Marked with a vertical line in blue or black ink wholly within the Bounded Area containing the selected Number.
- (c) A completed Entry Form or any other approved form of Entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player.
- (d) Subject to paragraph (f) below acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form of acknowledgment issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Entry, as the case may be.
- (e) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.

- (f) A Player may return a Ticket and on request have the same cancelled provided it is returned on the day of purchase to the place of purchase and prior to the Drawing of the Game of Powerball entered. A Ticket so cancelled shall be void.
- (g) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

#### **RULE 7. Commission**

The Licensee is Approved to charge a Player or Syndicate Player Commission in the amounts specified in Schedule 1 and 2 of these Rules. By entering a Game of Powerball the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Powerball a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

#### **RULE 8. Standard Entry**

- (a) For a Standard Entry to be made five (5) Numbers shall have been Marked in the upper Panel in a Game Panel;
- (b) Subject to Rule 8(a), in a Standard Entry:
- (i) one (1) Powerball Number shall be selected in the lower Panel in a Game Panel; or
  - (ii) by Marking the appropriate Bounded Area forty five (45) Powerball Numbers shall be selected in the lower Panel in a Game Panel;
- (c) In the case of Rule 8(b)(i):
- (i) a minimum of two (2) Game Panels must be completed for each Standard Entry Form. Additional Game Panels may be completed up to the total number of Game Panels available to be played in a Game of Powerball. Any additional Game Panels may be completed in multiples of two (2) in numerical order; and
  - (ii) the Subscription for each Standard Entry Form shall be 50 cents per Game Panel;
- (d) In the case of Rule 8(b)(ii):
- (i) a minimum of one (1) Game Panel must be completed for each Standard Entry Form. Additional Game Panels may be completed up to the total number of Game Panels available to be played in a Game of Powerball. Any additional Game Panels must be completed in numerical order; and
  - (ii) the Subscription for each Standard Entry Form shall be \$22.50 per Game Panel;
- (e) In respect of a Standard Entry Form in a Game of Powerball which has been forwarded to the Licensee by post:
- (i) if more than five (5) Numbers in any upper Panel are Marked in a Game Panel, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until five (5) Marked Numbers remain; and

- (ii) in respect of a Standard Entry made under Rule 8 (b)(i), if more than one (1) Number in any lower Panel is Marked in a Game Panel, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until one (1) Marked Number remains; and
  - (iii) in respect of a Standard Entry made under Rule 8(b)(ii), if any Numbers are Marked in the lower Panel of a Game Panel, the Licensee shall disregard such Marked Numbers.
- (e) In respect of a Standard Entry in a Game of Powerball which has been forwarded to the Licensee by post, entry shall not take effect and the Licensee shall return the Standard Entry together with any Fees therewith to the Player:
- (i) if less than five (5) Numbers in any upper Panel are Marked in a Game Panel for a Standard Entry; and
  - (ii) in respect of a Standard Entry made pursuant to Rule 8(b)(i), where no number has been Marked in any lower Panel in a Game Panel.

### **RULE 9. Systems Entry**

- (a) A Systems Entry Form allows a Systems Entry to be made by the selection of more than five (5) numbers in the upper Panel in a Game Panel in a Game of Powerball.
- (b) Only one (1) system may be selected for a Systems Entry by Marking the appropriate Bounded Area on an Entry Form. That system shall apply to all upper Panels completed on the Entry Form.
- (c) Subject to Rule 9(a), in a Systems Entry:
- (i) one (1) Powerball Number may be selected by Marking that Number in the lower Panel in a Game Panel; or
  - (ii) forty-five (45) Powerball Numbers may be selected in the lower Panel in a Game Panel by Marking the appropriate Bounded area.
- (d) A Systems Entry made under Rule 9(c)(i) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel. Only one Number may be Marked in any lower Panel in a Game Panel.
- (e) A Systems Entry made under Rule 9(c)(ii) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel. Forty-five Numbers in any lower Panel must be selected by Marking the appropriate Bounded Area on the Entry Form.
- (f) In a Systems Entry made under Rules 9(d) and (9(e)), Numbers shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:
- |           |   |                     |
|-----------|---|---------------------|
| System 6  | - | six (6) Numbers     |
| System 7  | - | seven(7) Numbers    |
| System 8  | - | eight (8) Numbers   |
| System 9  | - | nine (9) Numbers    |
| System 10 | - | ten (10) Numbers    |
| System 11 | - | eleven (11) Numbers |
| System 12 | - | twelve (12) Numbers |



System 13	-	thirteen (13) Numbers
System 14	-	fourteen (14) Numbers
System 15	-	fifteen (15) Numbers
System 16	-	sixteen (16) Numbers
System 17	-	seventeen (17) Numbers
System 18	-	eighteen (18) Numbers
System 19	-	nineteen (19) Numbers
System 20	-	twenty (20) Numbers

(g) In a Systems Entry made under Rule 9(a):

- (i) one (1) Powerball Number in the lower Panel in a Game Panel may be Marked; or
- (ii) the appropriate Bounded Area may be Marked to select forty-five (45) Powerball Numbers in the lower Panel in a Game Panel.

(h) A Systems Entry made under Rule 9(g)(i) may be made by Marking ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19) or twenty (20) Numbers in any upper Panel for a Systems Entry. Only one (1) Number may be Marked in any lower Panel in a Game Panel.

Numbers on a Systems Entry under this Rule shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

System 10	-	ten (10) Numbers
System 11	-	eleven (11) Numbers
System 12	-	twelve (12) Numbers
System 13	-	thirteen (13) Numbers
System 14	-	fourteen (14) Numbers
System 15	-	fifteen (15) Numbers
System 16	-	sixteen (16) Numbers
System 17	-	seventeen (17) Numbers
System 18	-	eighteen (18) Numbers
System 19	-	nineteen (19) Numbers
System 20	-	twenty (20) Numbers

(i) A Systems Entry made under Rule 9(g)(ii) may be made by Marking six (6), seven (7), eight (8), nine (9), ten (10) or eleven (11) Numbers in any upper Panel. Forty-five (45) Numbers may be selected in any lower Panel by Marking the appropriate Bounded Area on the Entry Form.

Numbers on a Systems Entry under with this Rule shall be Marked in accordance with the system selected. In each upper Panel completed the following shall be Marked:

System 6	-	six (6) Numbers
System 7	-	seven(7) Numbers
System 8	-	eight (8) Numbers
System 9	-	nine (9) Numbers
System 10	-	ten (10) Numbers
System 11	-	eleven (11) Numbers

(j) In respect of a Systems Entry which has been forwarded to the Licensee by post:

- (i) notwithstanding any other provision in these Rules, where a Mark on a Entry Form for a Systems Entry has not been made in accordance with Rule 9(b), or where the Numbers Marked in any upper Panel are inconsistent with the system selected under Rule 9 (f), the Chief Executive Officer may, in the Chief Executive Officer's absolute

discretion, accept such Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines.

- (ii) where the Entry has been made under Rule 9(c)(i), if more than one (1) Number in any lower Panel is Marked in a Game Panel the Licensee shall disregard the highest Numbers in descending arithmetical sequence until one (1) Marked Number remains; and
- (iii) where the Entry has been made under Rule 9(c)(ii), if Numbers are Marked in a lower Panel in a Game Panel, the Licensee shall disregard such Marked Numbers;

and thereafter such Systems Entry shall be included in that Game of Powerball and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.

- (k) Any number of Game Panels up to the total number of Game Panels available to be played in a Game of Powerball may be completed.
- (l) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(c)(i) are:

<b>System Number</b>	<b>Equivalent Number of Standard Panels entered</b>	<b>Subscription Per Panel \$</b>	<b>Number of Bounded Areas to be marked in each upper Panel</b>
6	6	3.00	6
7	21	10.50	7
8	56	28.00	8
9	126	63.00	9
10	252	126.00	10
11	462	231.00	11
12	792	396.00	12
13	1287	643.50	13
14	2002	1001.00	14
15	3003	1501.50	15
16	4368	2184.00	16
17	6188	3094.00	17
18	8568	4284.00	18
19	11628	5814.00	19
20	15504	7752.00	20

- (m) The Subscriptions for a Systems Entry in respect of an Entry made pursuant to Rule 9(c)(ii) are:

<u>System Number</u>	<u>Equivalent Number of Standard Panels entered</u>	<u>Subscription Per Panel \$</u>	<u>Number of Bounded Areas to be marked in each upper Panel</u>
<u>6</u>	<u>270</u>	<u>135.00</u>	<u>6</u>
<u>7</u>	<u>945</u>	<u>472.50</u>	<u>7</u>
<u>8</u>	<u>2520</u>	<u>1260.00</u>	<u>8</u>
<u>9</u>	<u>5670</u>	<u>2835.00</u>	<u>9</u>
<u>10</u>	<u>11340</u>	<u>5670.00</u>	<u>10</u>
<u>11</u>	<u>20790</u>	<u>10395.00</u>	<u>11</u>
<u>12</u>	<u>35640</u>	<u>17820.00</u>	<u>12</u>
<u>13</u>	<u>57915</u>	<u>28957.50</u>	<u>13</u>
<u>14</u>	<u>90090</u>	<u>45045.00</u>	<u>14</u>
<u>15</u>	<u>135135</u>	<u>67567.50</u>	<u>15</u>
<u>16</u>	<u>196560</u>	<u>98280.00</u>	<u>16</u>
<u>17</u>	<u>278460</u>	<u>139230.00</u>	<u>17</u>
<u>18</u>	<u>385560</u>	<u>192780.00</u>	<u>18</u>
<u>19</u>	<u>523260</u>	<u>261630.00</u>	<u>19</u>
<u>20</u>	<u>697680</u>	<u>348840.00</u>	<u>20</u>

#### **RULE 10. Multi-Week Entry**

- (a) A Multi-Week Entry allows a Multi-Draw Entry to be made in any of the consecutive Games of Powerball prescribed in Rule 10(g).
- (b) Subject to Rule 10(c), 10(d), 10(e) and 10(f), either a Standard Entry or Systems Entry shall be selected.
- (c) Except for the provisions of Rule 8(b)(ii), Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry.
- (d) Except for the provisions of Rule 9(c)(ii), Rule 9 shall apply where a Systems Entry is selected on a Multi-Week Entry.
- (e) For a Multi-Draw Entry made pursuant to Rule 8(b)(ii), Rule 8 shall apply except that a maximum of one (1) Game Panel may be completed;
- (f) For a Multi-Draw Entry made pursuant to Rule 9(c)(ii), Rule 9 shall apply except that a maximum of one (1) Game Panel may be completed.
- (g) A Multi-Week Entry may be made in respect of two (2), five (5), ten (10), or twenty-five (25) consecutive Games of Powerball.
- (h) The number of consecutive Games of Powerball for which the Multi-Week Entry is entered shall be selected by Marking the appropriate Bounded Area.

- (i) If a Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(h), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selection thereon in such manner having regard to such factors as the Chief Executive Officer deems appropriate.
- (j) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry submitted in a Game of Powerball multiplied by the number of consecutive Games of Powerball in which the Entry is entered under Rules 10(h) or 10(i).

**RULE 11. Submission of Entry Forms**

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Powerball or a Game of Promotional Powerball.
- (c) An Entry Form may only be submitted through:
  - (i) an Agent; or
  - (ii) a Direct Mail Agent; or
  - (iii) except as provided in Rule 19 (h), by post in accordance with paragraphs (i), (l) and (m) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry or Syndicate Entry in respect of a Game of Powerball submitted to an Agent or a Direct Mail Agent or the Licensee by a Player or Syndicate Player must be accompanied by the correct Fee or Syndicate Share Fee and player registration fee (if applicable).
- (e) The form of payment of the Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
  - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b) (iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
  - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:-

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player or, in the case of a Syndicate Entry, a person on behalf of a Syndicate.
- (h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing relating to that Entry or Syndicate Entry. For the purposes of this paragraph an Entry or Syndicate Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(f), 19(e) and 19(f), no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the Drawing for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.
- (n) Form of entry in a Game of Promotional Powerball
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Powerball;
- (ii) Without limiting Rule 11 (n)(i), the form of entry in a Game of Promotional Powerball may be any of the following (or combination of the following):
- (1) part of a Ticket
- (2) any other ticket or document;

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

**RULE 12. Determination of Prizes**

- (a) Prizes for each Game of Powerball shall be paid by the Licensee from the Prize Pool in the percentage specified in this Rule and shall be classified as Division 1, Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 Prizes.
- (b) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12 (c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest 5 cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) Subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple for other than the Division 1 Prize Pool) the Prize Pool shall be distributed as nearly as possible in the following percentages. Where there is no winner in any one division, subject to the provisions of Division 1 (ii) of this paragraph (e) 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:

Division 1 -

- (i) A Prize of an amount equal to 37.5% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 37.5% shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers from the first barrel plus the Powerball Number in the Jackpot Competition; provided that no such additional jackpotting shall be effected for more than twenty four consecutive games of the same type, so that if no Division 1 Prize is payable in respect of any Entry or Syndicate Entry in twenty four

consecutive games of that type and there is no such Prize is payable in respect of any Entry or Syndicate Entry in the next (or 25th) consecutive game of that type, then the total Prize money of such additions or jackpot, when added to the Division 1 Prize payable in respect of such 25th game, shall be added to the Prize money allocated to the next lower division in which a Prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries.

Division 2 -

A Prize of an amount equal to 14% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains the five (5) Winning Numbers from the first barrel.

Division 3 -

A Prize of an amount equal to 6.4% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but no more than four (4) of the five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball Barrel.

Division 4 -

A Prize of an amount equal to 5% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball Barrel.

Division 5 -

A Prize of an amount equal to 2.8% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the Five (5) Winning Numbers from the first barrel.

Division 6 -

A Prize of an amount equal to 12.5% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains two (2) but not more than two (2) of the five (5) Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel.

Division 7 -

A Prize of an amount equal to 21.8% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the five (5) Winning Numbers from the first barrel.

(f) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of the Powerball Game;
  - (ii) an Entry or Syndicate Entry in respect of a Game of Powerball shall be automatically entered into the Second Drawing in respect of a Game of Powerball and such entry shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers from the first barrel plus the Powerball Number from the Powerball barrel;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer and shall be paid from the Prize Reserve Fund;
  - (v) the Second Drawing shall not constitute a separate Game of Powerball but shall be part of the normal weekly Game of Powerball.
- (g) A Game of Powerball may include an additional Prize or Prizes paid on special occasions or pursuant to Rule 12(f) (as approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (h) Prizes in a Game of Promotional Powerball
- (i) The Prizes payable in a Game of Promotional Powerball may consist of one or more of the following:
    - (1) money;
    - (2) holidays;
    - (3) travel;
    - (4) accommodation;
    - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration; and
    - (6) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
  - (ii) A Prize in a Game of Promotional Powerball must not consist of or include tobacco.
  - (iii) A Prize in a Game of Promotional Powerball may consist of or include liquor within the meaning of the Liquor Act 1982. However, the liquor component of any such Prize is to be limited to such proportion of the total value of the Prize, or such quantity, as may be Approved.
- (i) Determination of Prizes in a Game of Promotional Powerball
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Powerball.



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

**RULE 13. Announcement of Provisional Prize Winners**

- (a) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the Winning Numbers drawn for each Game of Powerball as soon as possible after each Drawing. Provisional Prizes shall become final:
  - (i) in respect of a Prize in Division 1 and/or exceeding \$1,000.00 or as a result of a Second Drawing, as provided in Rules 14(a)(ii) and 14(c)(i); or
  - (ii) in respect of a Prize not exceeding \$1,000.00, as provided in Rules 14 (c)(ii) and 14(d).
- (b) Following each Drawing of a Game of Powerball the Licensee shall make available to the media:
  - (i) the amount of the Prize Pool allocated to each Division;
  - (ii) the value of Prizes payable in each Division and the number of provisional winners;
  - (iii) the names and addresses of provisional Prize-winners in Division 1 except where either anonymity has been granted in accordance with Rule 11 (g)(i) or where winners are not Registered Players or Registered Syndicate Players;
  - (iv) information on the manner of payment of Prizes;
  - (v) the manner in which claims under Rules 14(a), 14(f), 14(g) and 14(h) must be made.
- (c) Where appropriate the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Powerball as soon as possible after the completion of such Game of Promotional Powerball.

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

**RULE 14. Procedures for Claiming and Payment of Prizes**

In relation to a Game of Powerball:

- (a)
- (i) Other than as provided for Registered Players, any Prize (and in the case of a Syndicate Entry, a Syndicate Player's share of any Prize) exceeding \$1,000.00 shown on a Computer Linked Terminal, 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(i) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim is the day of receipt by the Licensee. Prizes so claimed may be paid by the Licensee by cheque or, at the discretion of the Prize-winner, by electronic funds transfer after the expiry of fourteen (14) days from the Drawing Date or within six (6) days after lodgement as aforesaid of the Prize claim form, whichever is the later;
- (b) A Registered Player winning a Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Prize) which exceeds \$10,000 in Division 1 and/or Division 2 and/or as a result of a Second Drawing will be notified personally or by mail within five (5) days after the Drawing Date. The Chief Executive Officer may require a Registered Player or Registered Syndicate Player to claim the Prize by lodging with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(i) hereof;
- (c) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share in a Prize) shown on a Computer Linked Terminal:
- (i) exceeding \$1,000.00 will be paid by the Licensee by cheque, or if requested by the Prize winner, electronic funds transfer after the expiry of fourteen (14) days after the Drawing Date. Where a Registered Player or Registered Syndicate Player has been requested to claim the Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(a) hereof;
  - (ii) not exceeding \$1,000.00, will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;
- (d) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks;
- (e) Subject to Rules 14(a), 14(b), 14(c), and 14(d) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;

- (f) A Prize or, in the case of a Syndicate Entry, a share in a Prize not paid by an Agent in accordance with Rule 14 (d) will be paid by the Licensee by cheque, or at the discretion of the Licensee, by electronic funds transfer upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;
- (g) A Player or Syndicate Player who claims to be entitled to:
- (i) a Prize, or in the case of a Syndicate Entry a share in a Prize, which exceeds \$10,000 in Division 1 and/or Division 2 and/or awarded as a result of a Second Drawing and who has not been notified within five (5) days under Rule 14 (b); or
  - (ii) a Prize or in the case of a Syndicate Entry a share in a Prize exceeding \$1,000.00 and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14 (i) and be received by the Licensee not later than eight (8) days after the Drawing Date;

A claim received later than eight (8) days after the Drawing Date will be rejected and the Licensee shall have no liability in relation thereto.

- (h) A 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 must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14 (i);
- (i) The particulars required by Rules 14 (a), 14 (b), 14(f), 14(g) and 14 (h) are:
- (i) the name and address of the Player or Syndicate Player;
  - (ii) the Ticket Serial Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
  - (v) the Ticket; and
  - (vi) such further evidence or information as the Licensee requires;
- (j) Notwithstanding the provisions of this Rule 14 if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize is discovered after payment of Prizes the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player;
- (i) in the case of Division 1 such smaller Prize or share of a Prize as would have been paid if such Entry or Syndicate Entry had been taken into account; or
  - (ii) in all other cases the same Prize or share of a Prize as was paid to winning Players or Syndicate Players;
- (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 in the case of a Syndicate Entry a share of a Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that

the person is a Player or, in the case of a Syndicate Entry, a Syndicate Player, entitled to that Prize or share of a Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player or Syndicate Player may fail to meet some or all of the elements (1) or (2) contained in Rules 1(xviii) or 1(liii) or may fail to meet some or all of 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 or Syndicate Player in accordance with these Rules;
- (m) 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;
- (n) 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;
- (o) 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;
- (p) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket;
- (q) 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;
- (r) 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;

- (s) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability;
- (t) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability in relation thereto notwithstanding the existence of any trust, whether express or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that the Player or Syndicate Player was not the Player or Syndicate Player to whom such payment should have been made the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her;

- (u) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (v) Any Prize or share of a Prize to be paid in accordance with Rule 12 (d) or Rule 12 (f) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive's sole discretion, direct.

- (w) Payment of Prizes in a Game of Promotional Powerball

- (i) A Prize is not payable in a Game of Promotional Powerball unless:

- (1) the entry submitted in a Game of Promotional Powerball is in the form determined by the Chief Executive Officer under Rule 11(n)(i); and
- (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Powerball, the Ticket in the Game of Powerball must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Powerball is valid,

and the claimant has complied with all conditions relating to the Game of Promotional Powerball advertised under Rule 12(i)(ii).

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

#### **RULE 15. Disqualifications**

- (a) Notwithstanding that a Ticket may have issued, Entry in a Game of Powerball or entry in a Game of Promotional Powerball 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 reason for disqualification may include but are not limited to:

- (i) tender of insufficient Fee or, in the case of a Syndicate Entry, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
- (ii) the Player or Syndicate Player had defaulted in payment of any previous Fee or Syndicate Share Fee;
- (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (iv) Ticket fails any security tests of the Licensee;
- (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal, or
- (vi) any other breach of these Rules which justifies disqualification.

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

**RULE 16. Limitation of Liability**

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

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

#### **RULE 17.**

- (a) The Powerball Rules made pursuant to the New South Wales Lotteries (General) Regulation 1995 and in force immediately prior to the date upon which these Rules take effect are rescinded.

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

**RULE 18. Agreements relating to Game of Promotional Powerball**

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

**RULE 19. Syndicates**

- (a) The Licensee may authorise an Agent to make a Syndicate Entry and to sell Syndicate Entry Shares in respect of that Syndicate Entry.
- (b) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares.
- (c) Upon payment of the Syndicate Share Fee a Syndicate Player shall be entitled to receive the appropriate Syndicate Entry Share.
- (d) Each Syndicate Entry Share shall have the same Numbers as the relevant Syndicate Entry.
- (e) An Agent may cancel a Syndicate Entry defined by the Agent prior to the Drawing of the Game of Lotto to which the Syndicate Entry relates provided no Syndicate Entry Shares in the relevant Syndicate Entry have been sold or all Syndicate Entry Shares sold in the relevant Syndicate Entry have been cancelled. A Syndicate Entry so cancelled shall be void.
- (f) An Agent may cancel a Syndicate Entry Share in respect of a Syndicate Entry defined by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased, unless:
- (i) such purchase took place on the day of the Drawing of the Game of Powerball to which the Syndicate Entry relates; and/or
  - (ii) all the Syndicate Entry Shares in respect of the related Syndicate Entry have been sold.
- (g) Where one (1) or more Syndicate Entry Shares have been sold in respect of a Syndicate Entry defined by an Agent the Agent shall be liable for and shall meet the costs of any unsold Syndicate Entry Share or Shares in that Syndicate Entry and in such case, for the purposes of these Rules, such Agent shall be considered a Syndicate Player and shall be the holder of such Syndicate Entry Share or Shares.
- (h) A Syndicate Entry Share may not be purchased by post from the Licensee.



Powerball CommissionsSchedule 1 - Commission Pursuant to Rule 7 with one (1) Powerball Number

Bet Type	Entry Type	Cents
Standard	2 Game Panels	0.10
	4 Game Panels	0.10
	6 Game Panels	0.20
	8 Game Panels	0.20
	10 Game Panels	0.25
	12 Game Panels	0.30
	14 Games Panels	0.35
System - Per Game Panel	6	0.20
	7	0.40
	8	1.20
	9	2.00
	10	4.00
	11	5.00
	12	8.00
	13	12.50
	14	19.00
	15	28.50
	16	46.00
	17	66.00
	18	86.00
19	116.00	
20	148.00	
Multi- Week Standard	2 weeks	
	2 Game Panels	0.15
	4 Game Panels	0.15
	6 Game Panels	0.30
	8 Game Panels	0.30
	10 Game Panels	0.40
	12 Game Panels	0.45
14 Game Panels	0.50	
Multi- Week Standard	5 weeks	
	2 Game Panels	0.30
	4 Game Panels	0.30
	6 Game Panels	0.50
	8 Game Panels	0.50
	10 Game Panels	0.60
	12 Game Panels	0.70
14 Game Panels	0.80	
Multi- Week Standard	10 weeks	
	2 Game Panels	0.60
	4 Game Panels	0.60
	6 Game Panels	1.00
	8 Game Panels	1.00
	10 Game Panels	1.20
12 Game Panels	1.40	
14 Game Panels	1.60	

Multi-Week Standard	25 weeks	
	2 Game Panels	1.40
	4 Game Panels	1.40
	6 Game Panels	2.00
	8 Game Panels	2.00
	10 Game Panels	2.70
	12 Game Panels	3.00
	14 Game Panels	4.00
System 6 - Per Game Panel	2 weeks	0.30
	5 weeks	0.50
	10 weeks	0.90
	25 weeks	2.00
System 7 - Per Game Panel	2 weeks	0.90
	5 weeks	1.40
	10 weeks	1.90
	25 weeks	5.20
System 8 - Per Game Panel	2 weeks	1.80
	5 weeks	2.40
	10 weeks	4.50
	25 weeks	12.75
System 9 - Per Game Panel	2 weeks	3.00
	5 weeks	4.50
	10 weeks	9.00
	25 weeks	16.90
System 10 - Per Game Panel	2 weeks	6.50
	5 weeks	9.00
	10 weeks	18.00
	25 weeks	27.00
System 11 - Per Game Panel	2 weeks	8.10
	5 weeks	11.25
	10 weeks	22.50
	25 weeks	33.75
System 12 - Per Game Panel	2 weeks	13.90
	5 weeks	19.30
	10 weeks	38.60
	25 weeks	57.90
System 13 - Per Game Panel	2 weeks	22.30
	5 weeks	30.95
	10 weeks	61.90
	25 weeks	92.80
System 14 - Per Game Panel	2 weeks	34.20
	5 weeks	47.50
	10 weeks	95.00
	25 weeks	142.50

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System 15 - Per Game Panel	2 weeks	51.30
	5 weeks	71.25
	10 weeks	142.50
	25 weeks	213.75
System 16 - Per Game Panel	2 weeks	74.15
	5 weeks	102.55
	10 weeks	205.10
	25 weeks	307.65
System 17 - Per Game Panel	2 weeks	104.85
	5 weeks	143.75
	10 weeks	287.50
	25 weeks	431.25
System 18 - Per Game Panel	2 weeks	145.00
	5 weeks	197.10
	10 weeks	394.15
	25 weeks	591.25
System 19 - Per Game Panel	2 weeks	195.70
	5 weeks	264.65
	10 weeks	529.30
	25 weeks	793.95
System 20 - Per Game Panel	2 weeks	260.95
	5 weeks	348.80
	10 weeks	697.60
	25 weeks	1,046.40

Schedule 2 - Commission Pursuant to Rule 7 with forty five (45) Powerball Numbers

Bet Type	Entry Type	Cents
Standard - Per Game Panel	1 to 14 Game Panels	1.00
System - Per Game Panel	6	5.00
	7	10.00
	8	20.00
	9	65.00
	10	120.00
	11	155.00
	12	270.00
	13	280.00
	14	400.00
	15	600.00
	16	700.00
	17	800.00
	18	1000.00
	19	1700.00
	20	2000.00
Multi- Week Standard	2 weeks	1.50
	5 weeks	2.25
	10 weeks	4.50
	25 weeks	11.25
System 6	2 weeks	7.50
	5 weeks	11.25
	10 weeks	22.50
	25 weeks	56.25
System 7	2 weeks	15.00
	5 weeks	22.50
	10 weeks	45.00
	25 weeks	112.50
System 8	2 weeks	30.00
	5 weeks	45.00
	10 weeks	90.00
	25 weeks	225.00
System 9	2 weeks	97.50
	5 weeks	146.25
	10 weeks	292.50
	25 weeks	731.25
System 10	2 weeks	180.00
	5 weeks	270.00
	10 weeks	540.00
	25 weeks	810.00
System 11	2 weeks	232.50
	5 weeks	348.75
	10 weeks	697.50
	25 weeks	1046.25

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System 12	2 weeks	405.00
	5 weeks	607.50
	10 weeks	1215.00
	25 weeks	1822.50
System 13	2 weeks	420.00
	5 weeks	630.00
	10 weeks	1260.00
	25 weeks	1890.00
System14	2 weeks	600.00
	5 weeks	900.00
	10 weeks	1800.00
	25 weeks	2700.00
System 15	2 weeks	900.00
	5 weeks	1350.00
	10 weeks	2700.00
	25 weeks	4050.00
System 16	2 weeks	1050.00
	5 weeks	1575.00
	10 weeks	3150.00
	25 weeks	4725.00
System 17	2 weeks	1200.00
	5 weeks	1800.00
	10 weeks	3600.00
	25 weeks	5400.00
System 18	2 weeks	1500.00
	5 weeks	2250.00
	10 weeks	4500.00
	25 weeks	6750.00
System 19	2 weeks	2550.00
	5 weeks	3825.00
	10 weeks	7650.00
	25 weeks	11475.00
System 20	2 weeks	3000.00
	5 weeks	4500.00
	10 weeks	9000.00
	25 weeks	13500.00

## Schedule 3 - Syndicate Entries

<b>POWERBALL (one Powerball)</b>				
<b>ENTRY</b>	<b>FEE</b>	<b>SYNDICATE ENTRY</b>	<b>NO. OF SHARES</b>	<b>SYNDICATE FEE PER PANEL (Cost per Share)</b>
System 10	\$130.00	System 10	5	\$26.00
System 10	\$130.00	System 10	10	\$13.00
System 11	\$236.00	System 11	5	\$47.20
System 11	\$236.00	System 11	10	\$23.60
System 11	\$236.00	System 11	20	\$11.80
System 12	\$404.00	System 12	5	\$80.80
System 12	\$404.00	System 12	10	\$40.40
System 12	\$404.00	System 12	20	\$20.20
System 12	\$404.00	System 12	40	\$10.10
System 13	\$656.00	System 13	5	\$131.20
System 13	\$656.00	System 13	10	\$65.60
System 14	\$1,020.00	System 14	5	\$204.00
System 14	\$1,020.00	System 14	10	\$102.00
System 14	\$1,020.00	System 14	20	\$51.00
System 14	\$1,020.00	System 14	50	\$20.40
System 14	\$1,020.00	System 14	100	\$10.20
System 15	\$1,530.00	System 15	5	\$306.00
System 15	\$1,530.00	System 15	10	\$153.00
System 15	\$1,530.00	System 15	50	\$30.60
System 16	\$2,230.00	System 16	5	\$446.00
System 16	\$2,230.00	System 16	10	\$223.00
System 16	\$2,230.00	System 16	20	\$111.50
System 16	\$2,230.00	System 16	40	\$55.75
System 16	\$2,230.00	System 16	50	\$44.60
System 16	\$2,230.00	System 16	100	\$22.30
System 16	\$2,230.00	System 16	200	\$11.15
System 17	\$3,160.00	System 17	5	\$632.00
System 17	\$3,160.00	System 17	10	\$316.00
System 17	\$3,160.00	System 17	20	\$158.00
System 17	\$3,160.00	System 17	40	\$79.00
System 17	\$3,160.00	System 17	50	\$63.20
System 17	\$3,160.00	System 17	100	\$31.60
System 17	\$3,160.00	System 17	200	\$15.80
System 18	\$4,370.00	System 18	5	\$874.00
System 18	\$4,370.00	System 18	10	\$437.00
System 18	\$4,370.00	System 18	20	\$218.50
System 18	\$4,370.00	System 18	40	\$109.25
System 18	\$4,370.00	System 18	50	\$87.40
System 18	\$4,370.00	System 18	100	\$43.70
System 18	\$4,370.00	System 18	200	\$21.85
System 19	\$5,930.00	System 19	5	\$1,186.00
System 19	\$5,930.00	System 19	10	\$593.00
System 19	\$5,930.00	System 19	20	\$296.50
System 19	\$5,930.00	System 19	40	\$148.25
System 19	\$5,930.00	System 19	50	\$118.60
System 19	\$5,930.00	System 19	100	\$59.30
System 19	\$5,930.00	System 19	200	\$29.65

System 20	\$7,900.00	System 20	5	\$1,580.00
System 20	\$7,900.00	System 20	10	\$790.00
System 20	\$7,900.00	System 20	20	\$395.00
System 20	\$7,900.00	System 20	40	\$197.50
System 20	\$7,900.00	System 20	50	\$158.00
System 20	\$7,900.00	System 20	100	\$79.00
System 20	\$7,900.00	System 20	200	\$39.50

<b>POWERBALL (45 Powerball)</b>				
<b>ENTRY</b>	<b>FEE</b>	<b>SYNDICATE ENTRY</b>	<b>NO. OF SHARES</b>	<b>SYNDICATE FEE PER PANEL (ie. Cost per Share)</b>
System 6	\$140.00	System 6	5	\$28.00
System 6	\$140.00	System 6	10	\$14.00
System 7	\$482.50	System 7	5	\$96.50
System 7	\$482.50	System 7	10	\$48.25
System 8	\$1,280.00	System 8	5	\$256.00
System 8	\$1,280.00	System 8	10	\$128.00
System 8	\$1,280.00	System 8	20	\$64.00
System 8	\$1,280.00	System 8	50	\$25.60
System 8	\$1,280.00	System 8	100	\$12.80
System 9	\$2,900.00	System 9	5	\$580.00
System 9	\$2,900.00	System 9	10	\$290.00
System 9	\$2,900.00	System 9	20	\$145.00
System 9	\$2,900.00	System 9	50	\$58.00
System 9	\$2,900.00	System 9	100	\$29.00
System 10	\$5,790.00	System 10	5	\$1,158.00
System 10	\$5,790.00	System 10	10	\$579.00
System 10	\$5,790.00	System 10	20	\$289.50
System 10	\$5,790.00	System 10	50	\$115.80
System 10	\$5,790.00	System 10	100	\$57.90
System 11	\$10,550.00	System 11	5	\$2,110.00
System 11	\$10,550.00	System 11	10	\$1,055.00
System 11	\$10,550.00	System 11	20	\$527.50
System 11	\$10,550.00	System 11	50	\$211.00
System 11	\$10,550.00	System 11	100	\$105.50

**PUBLIC LOTTERIES ACT 1996****NOTICE OF AMENDMENT OF RULES FOR SOCCER FOOTBALL POOLS**

I, THE HONOURABLE JACK RICHARD FACE, MP, Minister for Gaming and Racing and the Minister Assisting the Premier on Hunter Development, being the Minister for the time being administering the Public Lotteries Act 1996 (hereinafter referred to as "the Act") pursuant to section 23 of the Act **DO HEREBY APPROVE** the amendments to the Rules for the conduct by New South Wales Lotteries Corporation, a Corporation constituted under Section 5 of the New South Wales Lotteries Corporatisation Act 1996, of Games of Soccer Football Pools as attached to this notice. These amended Rules take effect on and from 27 January 2002.

**DATED** this 22nd day of January 2002.

**SIGNED** by


The Honourable Jack Richard Face, MP            )  
Minister for Gaming and Racing and            )  
Minister Assisting the Premier on            )  
Hunter Development                            )



**PUBLIC LOTTERIES ACT 1996****POOLS RULES**

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of the Game of Pools and Promotional Pools. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 27 January 2002. These Rules supersede the Rules notified previously in the Government Gazette.

**RULE 1. Definitions**

- (a) In these Rules unless inconsistent with the context:-
- (i) "Act" means the Public Lotteries Act 1996;
  - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Game of Pools) and Subscriptions for Games of Pools;
  - (iii) "Agent" means a person appointed by the Licensee as its agent for purposes associated with Games of Pools conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
  - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Games of Pools;
  - (v) "Approved" means approved in writing by the Minister;
  - (vi) "Australian Season Pool" means the Game of Pools conducted by the Licensee based upon the List of Matches supplied to it from time to time by the Australian Soccer Federation and published as the List of Matches by the Licensee;
  - (vii) "Australian Soccer Federation" means the Australian Soccer Federation of 23-25 Frederick Street, Rockdale, its successors and assigns or if such Federation ceases to exist the association corporate or unincorporate which fulfils objects or functions the same as or similar to those of the Australian Soccer Federation;
  - (viii) "Automatic Entry" means an Entry or Syndicate Entry in respect of a Game of Pools made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) wherein:
    - (1) The selection of Numbers is made by way of a Computer Linked Terminal; or
    - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee;
  - (ix) "Away Team" means the team named as printed on the right hand column of the List of Matches and "Away Win" or "Win for Away Team" shall mean a result where the team so printed has or is taken to have scored more goals in the match than the team printed to the left of it;
  - (x) "Bounded Area" means the area indicated as such by the symbols  on an Entry Form containing Numbers;
  - (xi) "Chief Executive Officer" means the Chief Executive Officer of the Licensee;

- (xii) "Commission" means the amounts which the Licensee is Approved to charge the Player or Syndicate for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry or Syndicate Entry but which does not include a charge determined in accordance with Condition 15 (c) of the Licence;
- (xiii) "Competition Date" means the date or dates fixed for the playing of the matches the subject of a Game of Pools;
- (xiv) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Pools or Games of Promotional Pools;
- (xv) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
- (1) a Player's Entry in a Game of Pools;
  - (2) a Syndicate Entry and a Syndicate Player's Syndicate Entry Share in a Game of Pools; and
  - (3) where appropriate a Player's entry in a Game of Promotional Pools
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xvi) "Corresponding United Kingdom Pool" means the 8 match Treble Chance Pool conducted by Vernons Pools, Vermail House, Ormskirk Road, Aintree, Merseyside, its successors and assigns, in the United Kingdom on the same matches as are the subject of the Game of Pools;
- (xvii) "Direct Mail Agent" means an Agent, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Pools and instructions with respect to a Game of Promotional Pools from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xviii) "Director" means a Director of the Board of Directors of the Licensee;
- (xix) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xx) "Entry" means the Numbers in a Game of Pools which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(k)) have been Imprinted on the same numbered line on a Ticket and in respect of which a Fee has been paid;
- (xxi) "Entry Form" means the approved form to be completed by a Player wishing to enter a Game of Pools ;
- (xxii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:

- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
  - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
  - (4) Where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawings.
- (xxiii) "Fee" means the sum of the Commission and Subscription;
- (xxiv) "Forecast" means a numbered square within the Bounded Area in a Panel on an Entry Form which has been marked with a vertical line within the Bounded Area;
- (xxv) "Game of Pools" means a competition styled as "Pools" conducted under the Act but does not include Games of Promotional Pools;
- (xxvi) "Game of Promotional Pools" means a public lottery conducted for the purpose of promoting a Game of Pools, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Pools; and
  - (2) no further Subscription or Commission is charged;
- (xxvii) "Home Team" means the team named as printed on the left hand column of the List of Matches and "Home Win" or "Win for Home Team" shall mean a result where the team so printed has or is taken to have scored more goals in the match than the team printed to the right of it;
- (xxviii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxix) "Jackpot Competition" means the Game of Pools conducted on the seventh day, or such other day as the Minister may direct, after a Game of Pools (other than a Second Drawing), including a Jackpot Competition, in which no Ticket is eligible for a Prize under Rule 12(e) Division 1(i);
- (xxx) "Licence" means the licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxxi) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxxii) "List of Matches" means the list of matches published from time to time by the Licensee comprising:
- (1) in respect of the Corresponding United Kingdom Pool a list of 55 matches or such other number of matches exceeding 38 as shall be approved by the Licensee;
  - (2) when the Corresponding United Kingdom Pool is not conducted on matches played in the United Kingdom, in respect of the Australian Season Pool a list of 50 matches or such other number of matches exceeding 38 as shall be approved by the Licensee;

- (xxxiii) "Mark" means the drawing of a vertical line within a Bounded Area on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxxiv) "Minister" means the Minister for the time being administering the Act;
- (xxxv) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xxxvi) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxvii) "Multi-Week Entry " means the Entry referred to in Rule 10;
- (xxxviii) "Numbers" has the same meaning as section 5 of the Act;
- (xxxix) "Panel" means a separate matrix containing the Numbers from 1 to 38 in arithmetical sequence;
- (xl) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Games of Pools under a corresponding law;
- (xli) "Player" means a person whom;
- (1) has submitted an Entry; and
  - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Pools and who holds, bears and submits a ticket in the Game of Promotional Pools to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xlii) "Prize" means any Prize determined in accordance with Rule 12;
- (xliii) "Prize Fund" means an account established under section 27 of the Act and known as the Pools Prize Fund Account;
- (xliv) "Prize Pool" means the amount allocated for the payment of Prizes being not less than forty eight percent (48%) of all Subscriptions received for a particular Game of Pools;
- (xlv) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xlvi) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlvii) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (xlviii) "Results" means, where the Corresponding United Kingdom Pool applies, the results declared in that pool or where the Australian Season Pool applies, the results

- declared by the Licensee based upon the information supplied to it by the Australian Soccer Federation;
- (xlix) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (l) "Second Drawing" means an additional Drawing conducted as part of a Game of Pools in accordance with the Rules;
- (li) "Standard Entry" means the Entry referred to in Rule 8;
- (lii) "Standard Entry" means an Entry in which the Player has Marked six (6) Numbers in each Panel;
- (liii) "Subscription" means the amounts Approved, excluding Commission, and any additional amount determined in accordance with the Licence, which a Player or Syndicate shall be charged for an Entry or Syndicate Entry;
- (liv) "Supplementary Match Number" in relation to a Game of Pools means the seventh highest ranked numbered match determined in accordance with Rule 6 for each game;
- (lv) "Syndicate" means a group of two (2) or more Syndicate Players who collectively hold all the Syndicate Entry Shares in a Syndicate Entry;
- (lvi) "Syndicate Entry" means the Numbers in a Systems Entry in respect of a Syndicate in a Game of Pools which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(k)) have been Imprinted on the same numbered line on a Ticket and in respect of which the Syndicate Share Fees have been paid by the Syndicate Players;
- (lvii) "Syndicate Entry Share" means that part of a Syndicate Entry as prescribed in Schedule 2 which a Syndicate Player is entitled to hold after paying the Syndicate Share Fee;
- (lviii) "Syndicate Player" means a person who:
- (1) holds a Syndicate Entry Share in respect of a Syndicate Entry; and
  - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes a person who has validly entered a Game of Promotional Pools and who holds, bears and submits a ticket in the Game of Promotional Pools to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (lix) "Syndicate Share Fee" means the cost of a Syndicate Share as prescribed in Schedule 2, being the Fee for a Syndicate Entry divided by the number of Syndicate Entry Shares;
- (lx) "Systems Entry" means an Entry referred to in Rule 9;
- (lxi) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has submitted an Entry in a Game of

Pools or a Syndicate Player holds a Syndicate Entry Share in a Game of Pools, and which:

- (1) contains Entry or Syndicate Entry details; and
- (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
- (3) may include other particulars such as, where appropriate, Syndicate Entry Share details.

(Ixii) "Ticket Serial Number" means the numbers and/or letters Imprinted on Tickets and which constitute an official identification of the issue of a Ticket;

(Ixiii) "Void Match" means, where the Corresponding United Kingdom Pool applies, a match so declared in that pool or, where the Australian Season Pool applies, a match in that pool so declared by the Licensee based upon the information supplied to it by the Australian Soccer Federation;

(Ixiv) "Winning Match Numbers" in relation to a Game of Pools means the six highest ranked numbered matches determined in accordance with Rule 6 for each game;

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

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

## **RULE 2. Conduct of Games of Pools and Games of Promotional Pools**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, to every Game of Pools and Game of Promotional Pools.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) Winning Match Numbers will be determined on Sunday of each week unless the Minister directs otherwise.
- (d) The Licensee may conduct a Game of Promotional Pools in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the conduct of a Game of Promotional Pools in conjunction with another Game of Pools or separately from a Game of Pools or otherwise in conjunction with another lottery conducted by the Licensee.
- (e) A Game of Promotional Pools shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (f) The Prize structure for a Game of Promotional Pools shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Pools.

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

### **RULE 3. Application of Rules**

- (a) All instructions and conditions printed on Entry Forms and Tickets and these Rules shall apply to each Game of Pools and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, these Rules shall apply to each Game of Promotional Pools and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Pools or a Game of Promotional Pools Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) These Rules will be displayed and made available for inspection at each Agency.

### **RULE 4. Object**

The object of the Game of Pools is to select six (6) Numbers in a Panel, which Numbers are the same as the Winning Match Numbers.

### **RULE 5. Eligibility for inclusion in a Game of Pools**

In order to be eligible for inclusion in a particular Game of Pools, a Ticket must issue to a Player and Syndicate Player following acceptance of an Entry or Syndicate Entry by a Computer Linked Terminal before the commencement of that game. Any such ticket shall be subject to Rule 6(k) hereof.

### **RULE 6. Rules applying to Entry Forms and Tickets**

- (a) An Entry Form shall consist of Panels which must be completed in the numerical order shown on the said form commencing with the top left hand Panel.
- (b) In the case of an Entry or a Syndicate Entry each Number selected must be Marked with a vertical line in blue or black ink wholly within the Bounded Area containing the selected number.

- (c) Each numbered square in a Panel shall represent the match printed opposite the same number on the List of Matches (subject to Rule 6(g)) notwithstanding that there are fewer numbered squares in a Panel than appear on the List of Matches.
- (d) The List of Matches will be published as soon as possible after its receipt by the Licensee and will be available to Players on request.
- (e) Standard Entries, Systems Entries or Multi-Week Entries may be played as described on the Entry Form published by the Licensee and available from Agents. To Enter a Game of Pools, a series of Forecasts must be made on an Entry Form by Marking each Forecast in a Panel so that the number of Forecasts made in each Panel corresponds with the number required to be selected in accordance with the Standard Entry, Systems Entry or Multi-Week Entry as appropriate. In the case of a Systems Entry or Multi-Week Entry, the appropriate Bounded Areas shall be Marked in respect of the type of Game of Pools being entered and in respect of the number of weeks for which the Entry is to apply.
- (f) Subject to Rules 6(g) and 6(h), to determine the Winning Match Numbers and the Supplementary Match Number the matches represented by the Numbers in a Panel will be taken to have an order of rank depending on the results of those matches in accordance with (i), (ii), (iii), (iv) and (v) herein (but having regard to (vi) and (vii) herein) and for the purposes of Rule 12(e) the six highest ranked numbered matches shall be the Winning Match Numbers and the seventh highest ranked numbered match shall be the Supplementary Match Number.
- (i) Score Draw - all Score Draws will be ranked higher than any other result and a Score Draw wherein more goals are scored will be ranked higher than a Score Draw wherein fewer goals are scored.
- (ii) Nil Score Draw (scoreless) - all Nil Score Draws will be ranked equally and shall be ranked higher than an Away Win or a Home Win.
- (iii) Win for Away Team - all Wins for Away Teams shall be ranked higher than Home Wins. Away Wins with a smaller goal difference shall be ranked higher than Away Wins with greater goal difference and where two or more Away Wins have the same goal difference Away Wins wherein more goals are scored shall be ranked higher than Away Wins wherein fewer goals are scored.
- (iv) Win for Home Team - Home Wins with a smaller goal difference shall be ranked higher than Home Wins with greater goal differences and where two or more Home Wins have the same goal difference Home Wins wherein more goals are scored shall be ranked higher than Home Wins wherein fewer goals are scored.
- (v) In the event that two or more numbered matches in a Panel are or are taken to be of equal rank in accordance with Rule 6(f)(i), (ii), (iii) or (iv) and subject to Rule 6(g) and 6(h) any such match printed with a greater number (in magnitude) in a Panel shall be ranked higher than any such match printed with a lesser number (in magnitude) in a Panel.
- (vi) A reference in Rules 6(f)(i), (iii) and (iv) to "more goals" or "fewer goals" refers to the total number of goals scored by both teams in a match result.
- (vii) If there are insufficient results in accordance with Rule 6(f)(i) to determine the Winning Match Numbers and the Supplementary Match Number, then the results in accordance with Rule 6(f)(ii) shall be taken into account and if still insufficient then the results in accordance with rule 6(f)(iii) shall be taken into account and if still



insufficient then the results in accordance with rule 6(f)(iv) shall be taken into account.

- (g) In the event that any numbered match in a Panel is a Void Match the result of such Void Match will be taken to be the result of the first numbered match (not being a Void Match) on the List of Matches from number 39 and onwards and the second such Void Match will be deemed to be the result of the second numbered match (not being a Void Match) on the List of Matches from number 39 onwards and so on in ascending numerical sequence for each such Void Match.
- (h) Where the List of Matches is in respect of the Corresponding United Kingdom Pool then:
- (i) In the event that any match in the List of Matches is not played but a result has been declared in a Corresponding United Kingdom Pool then for the purposes of the Game of Pools such result shall be taken to be as follows:
- (1) in respect of a Score Draw - a goal score of 1-1;
  - (2) in respect of an Away Win - a goal score of 0-2; and
  - (3) in respect of a Home Win - a goal score of 2-0.
- (ii) Notwithstanding that one or more of the matches was not played as printed on the List of Matches the results of matches so printed on the List of Matches shall subject to subclause (i) hereof be the results adopted in the Corresponding United Kingdom Pool.
- (i) A completed Entry Form or any other approved form of Entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent or Direct Mail Agent and processed on a Computer Linked Terminal and evidenced by the issue of a Ticket.
- (j) Subject to paragraph (l) below acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Entry, as the case may be.
- (k) In the event that the details recorded on a Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (l) A Player may return a Ticket and on request have the same cancelled provided it is returned on the day of purchase to the place of purchase and prior to the closure of the Game of Pools entered. A Ticket so cancelled shall be void.
- (m) A Ticket shall at all times remain the property of the Licensee and a Player or Syndicate Player shall deliver up any Ticket to the Licensee upon demand.

#### **RULE 7. Commission**

The Licensee is Approved to charge a Player or Syndicate Commission in the amounts specified in Schedule 1 of these Rules. By entering a Game of Pools the Player accepts liability to pay the

Commission to the Licensee. By entering a Game of Pools a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Entry Share. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

**RULE 8. Standard Entry**

- (a) For a Standard Entry to be made six (6) Numbers shall have been Marked in each Panel completed for a Standard Entry.
- (b) No fewer than two (2) Panels must be completed for each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form. Any additional Panels must be completed in multiples of two (2) in numerical order.
- (c) The Subscription for each Standard Entry shall be \$1.00 for two (2) Panels and \$1.00 for any two (2) additional Panels.
- (d) If more than six (6) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.
- (e) If less than six (6) Numbers in a Panel are Marked for a Standard Entry which has been forwarded to the Licensee by post entry into a Game of Pools shall not take effect and the Licensee shall return the Standard Entry together with any Fees therewith to the Player.

**RULE 9. Systems Entry**

- (a) A Systems Entry shall be made by selecting more than six (6) Numbers in a Panel; so that seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), or eighteen (18) Numbers may be Marked in a Panel for a Systems Entry.
- (b) Only one (1) system may be selected for a Systems Entry by Marking the appropriate Bounded Area on the Systems Entry Form. That system shall apply to all Panels completed on that Entry Form.
- (c) Numbers on a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed the following shall be Marked:
  - System 7 - seven (7) Numbers
  - System 8 - eight (8) Numbers
  - System 9 - nine (9) Numbers
  - System 10 - ten (10) Numbers
  - System 11 - eleven (11) Numbers
  - System 12 - twelve (12) Numbers
  - System 13 - thirteen (13) Numbers
  - System 14 - fourteen (14) Numbers
  - System 15 - fifteen (15) Numbers
  - System 16 - sixteen (16) Numbers
  - System 17 - seventeen (17) Numbers
  - System 18 - eighteen (18) Numbers
- (d) In respect of a Syndicate Entry:
  - (i) More than nine (9) Numbers shall be Marked in a Panel; so that ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on a Systems Entry Form; and

- (ii) The appropriate Bounded Area shall be Marked on the Systems Entry Form to select the particular system; and
- (iii) Only one (1) system may be selected on a Systems Entry Form. That system shall apply to all Panels completed on that Systems Entry Form; and
- (iv) The Numbers on a Systems Entry Form shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

- System 10 - ten (10) Numbers
- System 11 - eleven (11) Numbers
- System 12 - twelve (12) Numbers
- System 13 - thirteen (13) Numbers
- System 14 - fourteen (14) Numbers
- System 15 - fifteen (15) Numbers
- System 16 - sixteen (16) Numbers
- System 17 - seventeen (17) Numbers
- System 18 - eighteen (18) Numbers.

- (e) Notwithstanding any other provision in the Rules, where a Mark on an Entry Form which has been forwarded to the Licensee by post has not been made in accordance with Rule 9(b), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rule 9(d), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such a manner and having regard to such factors as the Chief Executive Officer determines appropriate. Thereafter such Systems Entry shall be included in that Game of Pools and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (f) Any number of Panels up to the total number of Panels on the Entry Form may be completed.

(g) The Subscriptions for a Systems Entry are:

System Number	Equivalent Number of Standard Panels entered	Subscription \$	Number of Bounded Areas to be Marked in each Panel
7	7	3.50	7
8	28	14.00	8
9	84	42.00	9
10	210	105.00	10
11	462	231.00	11
12	924	462.00	12
13	1716	858.00	13
14	3003	1,501.50	14
15	5005	2,502.50	15
16	8008	4,004.00	16
17	12376	6,188.00	17
18	18564	9,282.00	18

**RULE 10. Multi-Week Entry**

- (a) A Multi-Week Entry may be made in any of the consecutive Games of Pools prescribed in Rule 10(d).
- (b) Either a Standard Entry or System 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, or 18 Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.
- (c) Rule 8 shall apply where a Standard Entry is selected on a Multi-Week Entry. Rule 9 shall, insofar as it relates to a Multi-Week Entry apply only to Systems 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, or 18.
- (d) A Multi-Week Entry may be submitted for entry in five (5), ten (10), twenty-five (25) or fifty (50) consecutive Games of Pools.
- (e) In a Multi-Week Entry, the number of consecutive Games of Pools to be entered shall be selected by Marking the appropriate Bounded Area.
- (f) If an Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(e), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such manner having regard to such factors as the Chief Executive Officer determines appropriate.

- (g) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry submitted in a Game of Pools multiplied by the number of consecutive Game of Pools in which the Entry is entered under Rules 10(e) or 10(f).

**RULE 11. Submission of Entry Forms**

- (a) The Licensee may impose a registration fee payable by a Player or Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Pools or a Game of Promotional Pools.
- (c) An Entry Form may only be submitted through:
- (i) an Agent; or
  - (ii) a Direct Mail Agent; or
  - (iii) except as provided in Rule 19(h), by post in accordance with paragraphs (i), (k) and (l) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that entry.
- (d) An Entry Form or any other form of Entry or Syndicate Entry in respect of a Game of Pools submitted to an Agent or a Direct Mail Agent or the Licensee by a Player or Syndicate Player must be accompanied by the correct Fee or Syndicate Share Fee and player registration fee (if applicable).
- (e) The form of payment of the Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
- (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b) (iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.
  - (ii) All correspondence to the Chief Executive Officer in accordance with Rule 11(f)(i) should be addressed:  
  

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the closure of the Game of Pools relating to that entry. For the purposes of this paragraph an Entry or Syndicate Entry will be deemed to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(l), 19(e) and 19(f), no Ticket may be withdrawn or altered after issue thereof to a Player or Syndicate Player without the consent of the Licensee.
- (k) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (l) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the next Game of Pools for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may be paid by personal cheque only with the prior written agreement of the Chief Executive Officer.
- (n) Form of entry in a Game of Promotional Pools
- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Pools;
- (ii) Without limiting Rule 11 (n)(i), the form of entry in a Game of Promotional Pools may be any of the following (or combination of the following):
- (1) part of a Ticket
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.

- (iii) If any entry in a Game of Promotional Pools is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Pools:
- (1) constitutes the Player's or Syndicate Player's official receipt;
  - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  - (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional Pools.

#### **RULE 12. Determination of Prizes**

- (a) Prizes for each Game of Pools shall be paid by the Licensee from the Prize Pool in the percentages specified in this Rule and shall be classified as Division 1, Division 2, Division 3, Division 4 and Division 5 Prizes.
- (b) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be payable shared equally between those Entries and/or Syndicate Entries.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12 (c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) The Prize Pool shall be distributed in the following percentages. Where there is no winner in any one division, subject to the provisions of Division 1(ii) of this paragraph (e) 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:

##### Division 1:

- (i) A Prize of an amount equal to 65% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Match Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 65% shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Match Numbers in the Jackpot Competition

##### Division 2:

A Prize of an amount equal to 2% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more

Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Match Numbers together with the Supplementary Match Number.

Division 3:

A Prize of an amount equal to 6% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than (5) of the six (6) Winning Match Numbers.

Division 4:

A Prize of an amount equal to 15% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Match Numbers.

Division 5:

A Prize of an amount equal to 12% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but no more than three (3) of the six (6) Winning Match Numbers together with the Supplementary Match Number.

- (f) To facilitate payment the Licensee may at its discretion add to or deduct from any Prize an amount not exceeding 2.5 cents.
- (g) If any Prize in a Division payable pursuant to Rule 12(e) is less than any Prize payable in any lower ranked Division the amounts allocated to such Division and the amount allocated to all lower ranked Divisions shall be aggregated and shall be shared equally between all the Entries and/or Syndicate Entries each of which contains the appropriate number of Winning Match Numbers (including Supplementary Match Number if relevant) for such Divisions.
- (h) If any Prize computed in accordance with Rule 12(e) (and after any application of Rule 12(g)) is less than \$1.00 then the Prize which would otherwise be payable shall be increased so that the amount is \$1.00.
- (i) If for any reason all of the Prizes in a Game of Pools are cancelled or the Game of Pools is cancelled then all Entries and Syndicate Entries received by the Licensee in accordance with these Rules in respect of that Game of Pools shall be deemed to be Entries and Syndicate Entries in the next Game of Pools.
- (j) Where the List of Matches is in respect of the Australian Season Pool and results (not being Void Matches) are declared in less than 38 of the matches in the List of Matches then the Game of Pools shall be cancelled.
- (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 Licence, by means of a Second Drawing in any Game of Pools, provided that:



- (i) the Second Drawing shall be conducted following the determination of the Winning Numbers;
  - (ii) an Entry or Syndicate Entry made in respect of a Game of Pools shall be automatically entered into the Second Drawing in respect of that Game of Pools and such entry shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer and shall be paid from the Prize Reserve Fund;
  - (v) the Second Drawing shall not involve the drawing of any Supplementary Numbers; and
  - (vi) the Second Drawing shall not constitute a separate Game of Pools but shall be part of the normal weekly competition.
- (l) A Game of Pools may include an additional Prize or Prizes, Prizes paid on special occasions or pursuant to Rule 12(k) (as Approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (m) Prizes in a Game of Promotional Pools
- (i) The Prizes payable in a Game of Promotional Pools may consist of one or more of the following:
    - (1) money;
    - (2) holidays;
    - (3) travel;
    - (4) accommodation;
    - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration; and
    - (6) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
  - (ii) A Prize in a Game of Promotional Pools must not consist of or include tobacco.
  - (iii) A Prize in a Game of Promotional Pools may consist of or include liquor within the meaning of the Liquor Act 1982. However, the liquor component of any such Prize is to be limited to such proportion of the total value of the Prize, or such quantity, as may be Approved.
- (n) Determination of Prizes in a Game of Promotional Pools
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Pools.

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

**RULE 13. Announcement of Provisional Prize Winners**

- (a) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the Winning Match Numbers and the Supplementary Match Number for each Game of Pools as soon as possible after they are known to the Licensee. Provisional Prizes shall become final:
  - (i) In respect of a Prize in Division 1 and/or exceeding \$1,000.00 or as a result of a Second Drawing, as provided in Rules 14(a)(ii) and 14(c)(i); or
  - (ii) In respect of a Prize not exceeding \$1,000.00, as provided in Rules 14(c)(ii) and 14(d).
- (b) Following completion of a Game of Pools the Licensee shall make available to the media:
  - (i) the amount of the Prize Pool allocated to each Division;
  - (ii) the value of Prizes payable in each Division and the number of provisional winners;
  - (iii) the names and addresses of provisional Prize-winners in Division 1 except where either anonymity has been granted in accordance with Rule 11(f)(i) or where winners are not Registered Players or Registered Syndicate Players;
  - (iv) information on the manner of payment of Prizes;
  - (v) the manner in which claims under Rules 14(a), 14(f), 14(g) and 14(h) must be made.
- (c) Where appropriate the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Pools as soon as possible after the completion of such Game of Promotional Pools.

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

**RULE 14. Procedures for Claiming and Payment of Prizes**

- (a)
- (i) Other than as provided for Registered Players, any Prize (and in the case of a Syndicate Entry, a Syndicate Player's share of any Prize) exceeding \$1,000.00 shown on a Computer Linked Terminal, 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(i) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim is the day of receipt by the Licensee. Prizes so claimed may be paid by the Licensee by cheque or, at the discretion of the Prize-winner, by electronic funds transfer, after the expiry of fourteen (14) days from the Competition Date or within six (6) days after lodgement as aforesaid of the Prize claim form, whichever is the later;
- (b) A Registered Player winning a Prize (or, in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of Prize) which exceeds \$10,000 in Division 1 and/or Division 2 and/or as a result of a Second Drawing will be notified personally or by mail within five (5) days after the Competition Date. The Chief Executive Officer may require a Registered Player or Registered Syndicate Player to claim the Prize by lodging with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(i) hereof;
- (c) For Registered Players, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) shown on a Computer Linked Terminal:
- (i) exceeding \$1,000.00 will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer after the expiry of fourteen (14) days after the Competition Date. Where a Registered Player or Registered Syndicate Player has been requested to claim the Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(a) hereof; and
  - (ii) not exceeding \$1,000.00, will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Competition Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Competition Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted therefrom;
- (d) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks;
- (e) Subject to Rules 14(a), 14(b), 14(c), and 14(d) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;

- (f) A Prize or, in the case of a Syndicate Entry, as share of a Prize, not paid by an Agent in accordance with Rule 14(d) will be paid by the Licensee by cheque or, at the discretion of the Licensee by electronic funds transfer, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;
- (g) A Player or Syndicate Player who claims to be entitled to:
- (i) A Prize, or in the case of a Syndicate Entry, a share of a Prize exceeding \$10,000 in Division 1 and/or Division 2 and/or awarded as a result of a Second Drawing and who has not been notified within five (5) days under Rule 14(b); or
  - (ii) A Prize or in the case of a Syndicate Entry, a share of a Prize exceeding \$1,000.00 and/or a Prize or in the case of a Syndicate Entry, a share of a Prize awarded as a result of a Second Drawing and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or

must claim by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(i);

- (h) A 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 must lodge a Prize claim form containing or accompanied by the particulars set out in Rule 14(i);
- (i) The particulars required by Rules 14(a), 14(b), 14(f), 14(g) and 14(h) are:
- (i) the name and address of the Player or Syndicate Player;
  - (ii) the Ticket Serial Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
  - (v) the Ticket; and
  - (vi) such further evidence or information as the Licensee requires;
- (j) Notwithstanding the provisions of this Rule 14 if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize is discovered after payment of Prizes the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player:
- (i) in the case of Division 1 such smaller Prize or share of a Prize as would have been paid if such Entry or Syndicate Entry had been taken into account; or
  - (ii) in all other cases the same Prize as was paid to winning Players or Syndicate Players;

- (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 in the case of a Syndicate Entry a share of a Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player or, in the case of a Syndicate Entry, the Syndicate Player, entitled to that Prize or share of a Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player or Syndicate Player may fail to meet one or more of the elements (1) or (2) contained in Rules 1(xli) or 1(lviii) or may fail to meet some or all of 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 or Syndicate Player in accordance with these Rules;
- (m) 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;
- (n) The payment of a Prize or share of a Prize to any Players or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales;
- (o) 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;
- (p) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket;
- (q) 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;
- (r) 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;
- (s) Any Prize or share of a Prize sent by the Licensee to a Player or Syndicate Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player or Syndicate Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability;
- (t) The payment of all Prizes or shares of Prizes pursuant to this Rule 14 will discharge the Licensee from liability in relation thereto notwithstanding the existence of any trust, whether express or implied. Where the Licensee has paid a Player or Syndicate Player pursuant to this Rule 14 and the Chief Executive Officer is, after such payment has been made, of the view that the Player or Syndicate Player was not the Player or Syndicate Player to whom

such payment should have been made the Player or Syndicate Player shall upon being requested to do so by the Licensee in writing refund to the Licensee the monies forwarded to him or her;

- (u) A Prize or share of a Prize may be claimed through an Agent or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (v) Any Prize or share of a Prize to be paid in accordance with Rule 12 (l) or Rule 12 (n) shall be forwarded to the winners thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.

- (w) Payment of Prizes in a Game of Promotional Pools

- (i) A Prize is not payable in a Game of Promotional Pools unless:

- (1) the entry submitted in a Game of Promotional Pools is in the form determined by the Chief Executive Officer under Rule 11(n)(i); and
- (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Pools, the Ticket in the Game of Pools must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Pools is valid,

and the claimant has complied with all conditions relating to the Game of Promotional Pools advertised under Rule 12(n)(ii).

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

#### **RULE 15. Disqualifications**

- (a) Notwithstanding that a Ticket may have been issued, Entry in a Game of Pools or entry in a Game of Promotional Pools may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified.

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

- (i) tender of insufficient Fee or, in the case of a Syndicate Entry, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
- (ii) the Player or Syndicate Player has defaulted in payment of any previous Fee or Syndicate Share Fee;
- (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);

- (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
  - (vi) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Entry has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Subscription paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player, the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Entry Share.

#### **RULE 16. Limitation of Liability**

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

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



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

#### **RULE 17.**

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

#### **RULE 18. Agreements relating to a Game of Promotional Pools**

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

#### **RULE 19. A Syndicate Entry**

- (a) The Licensee may authorise an Agent to make a Syndicate Entry and to sell Syndicate Entry Shares in respect of that Syndicate Entry.
- (b) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares.
- (c) Upon payment of the Syndicate Share Fee a Syndicate Player shall be entitled to receive the appropriate Syndicate Entry Share.
- (d) Each Syndicate Entry Share shall have the same Numbers as the relevant Syndicate Entry.
- (e) An Agent may cancel a Syndicate Entry defined by the Agent prior to the Drawing of the Game of Pools to which the Syndicate Entry relates provided no Syndicate Entry Shares in the relevant Syndicate Entry have been sold or all Syndicate Entry Shares sold in the relevant Syndicate Entry have been cancelled. A Syndicate Entry so cancelled shall be void.
- (f) An Agent may cancel a Syndicate Entry Share in respect of a Syndicate Entry defined by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased, unless:
  - (i) such purchase took place on the day of the Drawing of the Game of Pools to which the Syndicate Entry relates; and/or
  - (ii) all the Syndicate Entry Shares in respect of the related Syndicate Entry have been sold.
- (g) Where one (1) or more Syndicate Entry Shares have been sold in respect of a Syndicate Entry defined by an Agent the Agent shall be liable for and shall meet the costs of any unsold Syndicate Entry Share or Shares in that Syndicate Entry and in such case, for the purposes of these Rules, such Agent shall be considered a Syndicate Player and shall be the holder of such Syndicate Entry Share or Shares.
- (h) A Syndicate Entry Share may not be purchased by post from the Licensee.

### SCHEDULE 1 - COMMISSION

<b>Standard</b>	-	.....	\$ 0.20
System - per Panel	7	.....	\$ 0.20
	8	.....	\$ 0.40
	9	.....	\$ 0.50
	10	.....	\$ 1.00
	11	.....	\$ 1.502.00
	12	.....	\$ 3.004.00
	13	.....	\$ 5.006.00
	14	.....	\$ 8.008.50
	15	.....	\$ 10.0017.50
	16	.....	\$ 20.0026.00
	17	.....	\$ 30.0032.00
	18	.....	\$ 40.0048.00
<b>Multi-week</b>			
Standard	5 weeks	.....	\$ 0.40
	10 weeks	.....	\$ 0.80
	25 weeks	.....	\$ 1.20
	50 weeks	.....	\$ 2.25
System 7 - per Panel	5 weeks	.....	\$ 0.40
	10 weeks	.....	\$ 0.80
	25 weeks	.....	\$ 1.55
	50 weeks	.....	\$ 2.95
System 8 - per Panel	5 weeks	.....	\$ 1.00
	10 weeks	.....	\$ 2.00
	25 weeks	.....	\$ 3.00
	50 weeks	.....	\$ 4.00
System 9 - per Panel	5 weeks	.....	\$ 1.25
	10 weeks	.....	\$ 2.50
	25 weeks	.....	\$ 3.75
	50 weeks	.....	\$ 5.60
System 10 - per Panel	5 weeks	.....	\$ 1.85
	10 weeks	.....	\$ 3.70
	25 weeks	.....	\$ 5.55
	50 weeks	.....	\$ 7.40

**SCHEDULE 1 - COMMISSION (Continued)**

System 11 - per Panel	5	weeks .....	\$ 3.75
	10	weeks .....	\$ 7.50
	25	weeks .....	\$ 11.25
	50	weeks .....	\$ 15.00
System 12 - per Panel	5	weeks .....	\$ 7.50
	10	weeks .....	\$ 11.25
	25	weeks .....	\$ 15.00
	50	weeks .....	\$ 18.75
System 13 - per Panel	5	weeks .....	\$ 12.50
	10	weeks .....	\$ 18.75
	25	weeks .....	\$ 25.00
	50	weeks .....	\$ 31.25
System 14 - per Panel	5	weeks .....	\$ 20.00
	10	weeks .....	\$ 30.00
	25	weeks .....	\$ 40.00
	50	weeks .....	\$ 50.00
System 15 - per Panel	5	weeks .....	\$ 25.00
	10	weeks .....	\$ 37.50
	25	weeks .....	\$ 50.00
	50	weeks .....	\$ 62.50
System 16 - per Panel	5	weeks .....	\$ 50.00
	10	weeks .....	\$ 75.00
	25	weeks .....	\$100.00
	50	weeks .....	\$125.00
System 17 - per Panel	5	weeks .....	\$ 75.00
	10	weeks .....	\$112.50
	25	weeks .....	\$150.00
	50	weeks .....	\$187.50
System 18 - per Panel	5	weeks .....	\$100.00
	10	weeks .....	\$150.00
	25	weeks .....	\$200.00
	50	weeks .....	\$250.00

## SCHEDULE 2 - Syndicate Shares

POOLS				
ENTRY	FEE	SYNDICATE ENTRY	NO. OF SHARES	SYNDICATE FEE PER PANEL (Cost per Share)
System 10	\$106.00	System 10	5	\$21.20
System 10	\$106.00	System 10	10	\$10.60
System 10	\$106.00	System 10	20	\$5.30
System 11	\$233.00	System 11	5	\$46.60
System 11	\$233.00	System 11	10	\$23.30
System 11	\$233.00	System 11	20	\$11.65
System 12	\$466.00	System 12	5	\$93.20
System 12	\$466.00	System 12	10	\$46.60
System 12	\$466.00	System 12	20	\$23.30
System 12	\$466.00	System 12	40	\$11.65
System 13	\$864.00	System 13	5	\$172.80
System 13	\$864.00	System 13	10	\$86.40
System 13	\$864.00	System 13	20	\$43.20
System 13	\$864.00	System 13	40	\$21.60
System 14	\$1,510.00	System 14	5	\$302.00
System 14	\$1,510.00	System 14	10	\$151.00
System 14	\$1,510.00	System 14	50	\$30.20
System 15	\$2,520.00	System 15	5	\$504.00
System 15	\$2,520.00	System 15	10	\$252.00
System 15	\$2,520.00	System 15	50	\$50.40
System 16	\$4,030.00	System 16	5	\$806.00
System 16	\$4,030.00	System 16	10	\$403.00
System 16	\$4,030.00	System 16	20	\$201.50
System 16	\$4,030.00	System 16	40	\$100.75
System 16	\$4,030.00	System 16	50	\$80.60
System 16	\$4,030.00	System 16	100	\$40.30
System 16	\$4,030.00	System 16	200	\$20.15
System 17	\$6,220.00	System 17	5	\$1,244.00
System 17	\$6,220.00	System 17	10	\$622.00
System 17	\$6,220.00	System 17	20	\$311.00
System 17	\$6,220.00	System 17	40	\$155.50
System 17	\$6,220.00	System 17	50	\$124.40
System 17	\$6,220.00	System 17	100	\$62.20
System 17	\$6,220.00	System 17	200	\$31.10
System 18	\$9,330.00	System 18	5	\$1,866.00
System 18	\$9,330.00	System 18	10	\$933.00
System 18	\$9,330.00	System 18	20	\$466.50
System 18	\$9,330.00	System 18	40	\$233.25
System 18	\$9,330.00	System 18	50	\$186.60
System 18	\$9,330.00	System 18	100	\$93.30
System 18	\$9,330.00	System 18	200	\$46.65

## TAB TOTALIZATOR RULES

### TAB LIMITED FIXED ODDS RACING (FUTURES) BETTING RULES

In accordance with the provisions of section 54(1) of the Totalizator Act, 1997, the Minister for Gaming and Racing has approved of the following amendment to the TAB Limited Fixed Odds Racing (Futures) Betting Rules.

Rule 4.2      Prior to the word "*TAB*" insert the words "*With the exception of the STC Golden Slipper Stakes,*".

# OFFICIAL NOTICES

## Appointments

### BANANA INDUSTRY ACT 1987

Notice of Election of Regional Members of the Banana Industry Committee

I, RICHARD AMERY MP, Minister for Agriculture, pursuant to the Banana Industry Act 1987 hereby notify the results of the elections of members of the Banana Industry Committee which took place on 26 September 2001.

Mr James Richard Voisey was elected to represent the Tweed Coastal Region.

Mr Jusbinder Singh Benning known as Jas Benning was elected to represent the Woolgoolia Region.

Each person has been elected for three year terms, that commenced on 30 September 2001 and that will end on 29 September 2004.

Dated this 18th day of December 2001.

RICHARD AMERY M.P.,  
Minister for Agriculture

### BANANA INDUSTRY ACT 1987

Reappointment of Ministerial Appointees to the Banana Industry Committee

I, RICHARD AMERY MP, Minister for Agriculture, pursuant to section 3(3) and clause 1(1) of Schedule 1 of the Banana Industry Act 1987 hereby appoint Edward M Ring of Murwillumbah, and John David Williams of Wollongbar as members of the Banana Industry Committee for a term commencing 1 July 2001 and ending on the date hereof.

Dated this 18th day of December 2001.

RICHARD AMERY M.P.,  
Minister for Agriculture

### BANANA INDUSTRY ACT 1987

Reappointment of Ministerial Appointees to the Banana Industry Committee

I, RICHARD AMERY MP, Minister for Agriculture, pursuant to section 3(3) and clause 1(1) of Schedule 1 of the Banana Industry Act 1987 hereby appoint Edward M Ring of Murwillumbah, and John David Williams of Wollongbar as members of the Banana Industry Committee for a term commencing on the date hereof and ending on 30 June 2006.

Dated this 18th day of December 2001.

RICHARD AMERY M.P.,  
Minister for Agriculture

### POLICE REGULATION (SUPERANNUATION) ACT 1906

Appointment of Chairperson of the Police Superannuation Advisory Committee

IN accordance with Section 2H and Schedule 4 to the Police Regulation (Superannuation) Act 1906, I have approved the appointment of Ms Beryl Ashe as Chairperson of the Police Superannuation Advisory Committee to serve for the period from this day to 31 August 2003.

Dated at Sydney, 17 January 2002.

CRAIG KNOWLES, M.P.,  
Acting Special Minister Of State

### PUBLIC SECTOR MANAGEMENT ACT 1988

I, Professor MARIE BASHIR, AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the provisions of Section 10B (1) of the Public Sector Management Act 1988, appoint Mr Robert McGREGOR to the position of Director-General, NSW Health Department on and from 12 November 2001 to 12 March 2002.

Signed 16 January 2002.

CRAIG KNOWLES, M.P.,  
Minister for Health

### PUBLIC SECTOR MANAGEMENT ACT

Appointment of Acting Director General Department of Transport and Acting Coordinator General of Rail

HIS Excellency the Lieutenant Governor, with the advice of the Executive Council and in pursuance of the provisions of section 10B of the Public Sector Management Act 1988, has approved of the appointment of Allan Douglas COOK to act in the positions of Director General Department of Transport and Coordinator General of Rail from 2 January to 7 January 2002 inclusive and 11 January to 14 January 2002 inclusive.

The Hon P C SCULLY M.P.,  
Minister for Transport  
and Minister for Roads

**PUBLIC SECTOR MANAGEMENT ACT**

Appointment of Acting Director General  
Department of Transport and Acting Coordinator  
General of Rail

HIS Excellency the Lieutenant Governor, with the advice of the Executive Council and in pursuance of the provisions of section 10B of the Public Sector Management Act 1988, has approved of the appointment of John Michael ROGAN to act in the positions of Director General Department of Transport and Coordinator General of Rail from 9 January to 10 January 2002 inclusive and 15 January to 28 January 2002 inclusive.

The Hon P C SCULLY M.P.,  
Minister for Transport  
and Minister for Roads

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## NSW Fisheries

### FISHERIES MANAGEMENT ACT 1994

#### Section 8 Notification – Fishing Closure Cook Island

I, Edward Obeid, prohibit the taking of fish by set lines from all waters within 500 metres of the mean high water mark of Cook Island, Tweed Heads, from 1 February 2002 to 1 July 2004 (inclusive).

The Hon EDWARD OBEID OAM, MLC,  
Minister for Mineral Resources  
and Minister for Fisheries

F97/15

### FISHERIES MANAGEMENT ACT 1994

#### Section 8 Notification – Fishing Closure Arrawarra Creek

I, Edward Obeid, prohibit the taking of fish by the methods of fishing set forth in Column 1 of the Schedule below, from the waters described in Column 2. This notification is effective from 8 February 2002 until 7 February 2007 (inclusive).

The Hon EDWARD OBEID OAM, MLC,  
Minister for Mineral Resources  
and Minister for Fisheries

#### Schedule

Column 1 Methods	Column 2 Waters
By means of traps and nets of every description, other than the dip or scoop net, the hoop or lift net and the 6 metre hand hauled net for the capture of prawns only, as prescribed by the Fisheries Management (General) Regulation 1995.	Parish of Woolgoolga, County of Fitzroy: The whole of the waters of Arrawarra Creek, its creeks and tributaries, from its source to its confluence with the South Pacific Ocean.



# Department of Land and Water Conservation

## Land Conservation

### GRAFTON OFFICE

**Department of Land and Water Conservation**  
**76 Victoria Street (Locked Bag 10), Grafton, NSW 2460**  
**Phone: (02) 6640 2000 Fax: (02) 6640 2035**

#### NOTIFICATION OF CLOSING OF ROAD

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

JOHN AQUILINA, M.P.,  
 Minister for Fair Trading  
 and Minister for Land and Water Conservation

#### Description

*Land District – Bellingen;  
 Shire – Coffs Harbour City Council*

Road Closed: Lots 13 and 14 DP 1031722 (not being land under the Real Property Act) at Coffs Harbour, Parish Coff, County Fitzroy. File Reference: GF01 H1.

Note: On closing, the land within the former road remains land vested in Coffs Harbour City Council as operational land.

#### Description

*Land District – Murwillumbah; Shire – Tweed*

Road Closed: Lot 1 DP 1030980 (not being land under the Real Property Act) at Tweed Heads West, Parish Terranora, County Rous. File Reference: GF00 H344.

Note: On closing, the land within the former road remains land vested in Tweed Shire Council as operational land.

#### ERRATUM

IN the notice appearing in the NSW *Government Gazette* No. 199, Folio 10831, dated 28 December 2001 under the heading "Addition to Reserved Crown Land": in Column 1 of the Schedule, following Pt. 393 \* 728539, delete "(the part abutting lot 392 DP 728539)" and insert "(the part shown hatched in the diagram hereunder)" and; insert the following diagram:



JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

**MAITLAND OFFICE**  
**Department of Land and Water Conservation**  
**Newcastle Road (PO Box 6), East Maitland, NSW 2323**  
**Phone: (02) 4934 2280 Fax: (02) 4934 2252**

**ASSESSMENT OF CROWN LAND UNDER PART  
 3 OF THE CROWN LANDS ACT 1989 AND  
 CROWN LANDS REGULATION 2000**

A DRAFT assessment has been prepared for Crown land situated as described hereunder.

Inspection of this draft assessment during normal business hours may be made at the following listed locations:

Department of Land and Water Conservation  
 (Maitland), Cnr Banks and Newcastle Road, East Maitland.

Gosford City Council Mann Street Gosford.

Submissions in writing will be accepted by the Manager Resource Knowledge of the Newcastle Regional Office, 464 King Street, Newcastle until 4 p.m. on 22 February 2002.

JOHN AQUILINA M.P.,  
 Minister for Fair Trading  
 and Minister for Land and Water Conservation

Description

Draft assessment of Crown land being a 55 metre strip below the mean high water mark of Brisbane Water located along absolute water frontage properties at Tascott and Point Clare between lot 8 DP 10528 and Reserve 58077 for Public Recreation.

Land Assessment Number 533.

File number MD 79 H 845.

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**NOWRA OFFICE**

**Department of Land and Water Conservation**  
**64 North Street (PO Box 309), Nowra, NSW 2541**  
**Phone: (02) 4423 0122 Fax: (02) 4423 3011**

**APPOINTMENT OF ADMINISTRATOR TO  
 MANAGE A RESERVE TRUST**

PURSUANT to section 117 of the Crown Lands Act 1989, the person specified in Column 1 of the Schedule hereunder is appointed as administrator for the term also specified in Column 1, of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

SCHEDULE 1

COLUMN 1	COLUMN 2	COLUMN 3
Brian DOOLEY Manager, Resource Access & Compliance Sydney/South Coast Region Department of Land & Water Conservation	Harbour Street (D1002945) Reserve Trust	Dedication No. 1002945 Public Purpose: Urban Services Notified: 23 June 2000 Locality: Wollongong File No.: NA00 R 15

For a term of six months commencing this day.

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**ORANGE OFFICE**  
**Department of Land and Water Conservation**  
**92 Kite Street (PO Box 2146), Orange, NSW 2800**  
**Phone: (02) 6393 4300 Fax: (02) 6362 3896**

**ERRATUM**

THE notice appearing in NSW *Government Gazette* No. 196, Folio 10681, dated 21 December 2001 under the heading 'NOTIFICATION OF CLOSING OF A ROAD' (File No. OE01H118) should be disregarded in favour of same notice appearing in NSW *Government Gazette* No. 188, folio 9628, dated 7 December 2001.

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**DRAFT ASSESSMENT OF LAND AT FORBES  
 UNDER PART 3 OF THE CROWN LANDS ACT 1989  
 AND CROWN LANDS REGULATIONS, 2000**

A Draft Land Assessment has been prepared for Crown land situated at Forbes being land described hereunder.

Inspection of this Draft Assessment can be made at the Orange Office of Land NSW, Department of Land and Water Conservation, Cnr Kite and Anson Streets Orange 2800

(P.O. Box 2146) and Forbes Shire Council Chambers, during normal business hours.

Representations are invited from the public on the Draft Assessment. These may be made in writing for a period of 28 days commencing from 1<sup>st</sup> February 2002, and should be addressed to Louise Harcombe, Resource Compliance Unit, Orange at the above address.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

**DESCRIPTION**

*Parish – Forbes; County – Ashburnham;  
 Land District – Forbes; Shire – Forbes*

A parcel of Crown land being unnumbered lot currently Reserve 81314 for Public Recreation, gazette 19th December 1958, of 2 hectares. The land is currently part of the Apex Riverside Tourist Park, fronting the Lachlan River at Forbes. The reserve contains developed permanent, powered and unpowered camping sites, within a parkland setting.

Reference: OE01H101

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**SYDNEY METROPOLITAN OFFICE**  
**Department of Land and Water Conservation**  
**2-10 Wentworth Street (PO Box 3935), Parramatta, NSW 2124**  
**Phone: (02) 9895 7503 Fax: (02) 9895 6227**

**NOTIFICATION OF CLOSING OF ROAD**

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

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

**Descriptions**

*Land District – Metropolitan; L.G.A. – Pittwater*

Lot 250, DP 1034557 at Whale Beach, Parish Narrabeen (Sheet 1), County Cumberland, (being land in CT Vol. 3758 Folio 71).

MN01H23

**Note:** On closing, title for the land in lot 250 remains vested in Pittwater Council as operational land.

**ERRATUM**

IN the notice appearing in the NSW *Government Gazette* No. 188, Folio 9629, under the heading "Notification of Closing of Road" in relation to Lot 1 DP 1034868 the land in 1/35273 should read C/35273.

MN99H96

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

**TAREE OFFICE**  
**Department of Land and Water Conservation**  
**102-112 Victoria Street (PO Box 440), Taree, NSW 2430**  
**Phone: (02) 6552 2788 Fax: (02) 6552 2816**

**DRAFT ASSESSMENT OF LAND UNDER PART 3  
OF THE CROWN LANDS ACT 1989 AND CROWN  
LANDS REGULATION 1995**

THE Minister for Land and Water Conservation has prepared a draft land assessment for the Crown land described hereunder.

Inspection of this draft assessment can be made at the Department of Land and Water Conservation, 102-112 Victoria Street, Taree and at the Offices of Great Lakes Council during normal business hours.

Representations are invited from the public on the draft assessment. These may be made in writing for a period commencing from 25 January 2002 to 25 February 2002 and should be sent to the Manager, Resource Knowledge, Department of Land and Water Conservation, P.O. Box 440, Taree, 2430. Telephone enquiries should be directed to the Taree office on 02 6552 2788.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

*Description:* Part foreshore reserve R115 for Access (notified 13 September 1882) and vacant Crown land within the bed of Wallis Lake subject to R56146 from Sale or Lease Generally (notified 11 May 1923).

*Reason:* To determine appropriate future land use and management options of the Crown land described above.

*Contact Officer:* Belinda Sheather  
(File No. TE01 H 92).

**ASSIGNMENT OF NAME TO A RESERVE TRUST**

PURSUANT to clause 4(3) of Schedule 8 to the Crown Lands Act 1989, the name specified in Column 1 of the Schedule hereunder is assigned to the reserve trust constituted as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

SCHEDULE

COLUMN 1	COLUMN 2
Tacking Point Beach (R88609) Reserve Trust	Reserve No: 88609 Public Purpose: Public Recreation Notified: 2 June 1972 Parish: Macquarie County: Macquarie Lot DP No CAC 754434 #

TE00R48

# Please note that the above lot number marked # is for Departmental use only.

Any existing lease or licence current in respect of the reserve listed shall continue unaffected by this notice.

**APPOINTMENT OF TRUST BOARD MEMBERS**

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

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

SCHEDULE 1

COLUMN 1	COLUMN 2	COLUMN 3
Laura Kathryn Dwyer Philip John March Alan Richard Norris (Reappointment) Lindsay Elliott Brackenbury Malcolm Harold Heather Rupert G H Milne Home Terence Parkhouse (new appointments); The persons for the time being holding the office of: Regional Manager, National Parks and Wildlife Service, Mid North Coast Region (currently Mr Greg Croft); Senior Natural Resource officer (Coast and Estuaries) Department of Land and Water Conservation (currently Mr John Schmidt); College Co-ordinator, Booroongen Djugun College (currently Sara Bowden); (ex-officio members)	Yarrahapinni Wetlands Reserve Trust	Reserve No. 210109 Public Purpose: Environmental Protection. Notified: 13 September 1996 Locality: Yarrahapinni File Ref: TE96R15

For a term commencing this day and expiring 24 January 2007.

## Soil Conservation

### SOIL CONSERVATION ACT 1938

#### PROCLAMATION

#### HAWKESBURY-NEPEAN RIVERBANKS PROJECT

I, MARIE BASHIR, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of Section 10 of the Soil Conservation Act, 1938, approve a scheme of operations for the purpose of soil conservation and erosion mitigation, as described in the Schedule hereto in respect of the area of land delineated on the attached map, to be known as the Hawkesbury-Nepean Riverbanks Project for the purposes of the Soil Conservation Act.

Signed and sealed at Sydney 19 December 2001.

By her Excellency's Command

JOHN AQUILINA M.P.,  
Minister for Land and Water Conservation

GOD SAVE THE QUEEN!

For further

information contact: Jeff Kingman  
Investment Services Manager  
Department of Land and Water  
Conservation  
WOLLONGONG

#### HAWKESBURY-NEPEAN RIVERBANKS SOIL CONSERVATION PROJECT

#### SCHEME OF OPERATIONS

The general nature and class of operations to be carried out on the area of land shown on the attached map will be planned and co-ordinated and focus on soil conservation structural works and land management techniques and measures to reduce land degradation including riverbank erosion, degradation of native riverbank vegetation communities and weed invasion to improve water quality and habitat for native biota both on the riverbanks and in-stream.

These include works necessary to:

- reduce and remediate riverbank erosion
- establish vegetation works
- provide weed management
- undertake sediment control

Soil conservation structural works to be implemented may include:

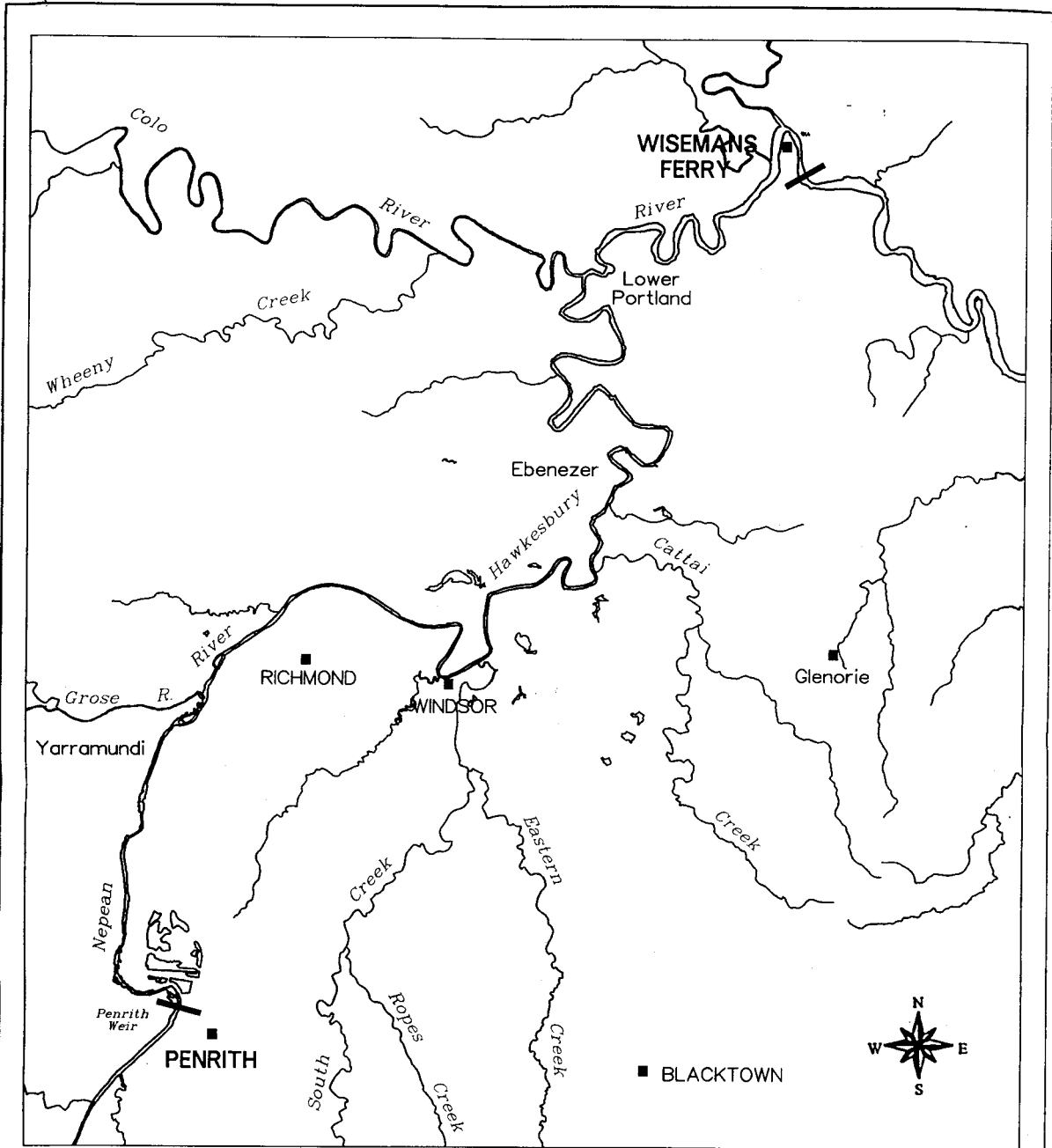
- Revegetation using local native plant species;
- Fencing to restrict stock access to the riverbanks;
- The provision of off-river stock watering points;
- Weed control and bush regeneration works;
- Sediment control structures to address soil and water quality issues;
- Soft engineering techniques to protect the toe of riverbanks (eg Coir logs);
- Planting of reed beds in-stream to protect banks from wave wash.

Soil conservation land management works may include:

- Preparation of riverbank and property management plans for landholders, promoting and implementing best practice management;
- Improved management of stocking;
- Improved control of nutrient runoff by creation of buffer strips;

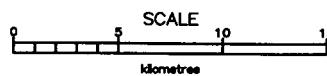
Components of the Scheme of Operation may be:

- Capital funded works for soil conservation works
- Natural Heritage Trust Fund
- Promotion and development of further demonstration sites
- Landowner contributions in a variety of forms for site preparation, maintenance and monitoring
- DLWC funding for suitable positions to design, facilitate and implement the on-ground works



Department of Land and Water Conservation

# HAWKESBURY-NEPEAN RIVERBANKS PROJECT



**SOIL CONSERVATION ACT 1938****PROCLAMATION****SOUTH CREEK PROJECT**

I, MARIE BASHIR, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of Section 10 of the Soil Conservation Act, 1938, approve a scheme of operations for the purpose of soil conservation and erosion mitigation, as described in the Schedule hereto in respect of the area of land delineated on the attached map, to be known as the South Creek Project for the purposes of the Soil Conservation Act.

Signed and sealed at Sydney 19 December 2001.

By her Excellency's Command

JOHN AQUILINA M.P.,  
Minister for Land and Water Conservation

GOD SAVE THE QUEEN!

For further

information contact: Jeff Kingman  
Investment Services Manager  
Department of Land and Water  
Conservation  
WOLLONGONG

**SOUTH CREEK SOIL CONSERVATION PROJECT****SCHEME OF OPERATIONS**

The general nature and class of operations to be carried out on the area of land shown on the attached map will be planned and co-ordinated and focus on soil conservation structural works and land management techniques and measures to prevent, control and correct all types of erosion, sedimentation, land degradation and diffuse stormwater pollution with salinity the main focus.

These include works necessary to:

- link stormwater management activities, land management activities, vegetation management activities and groundwater management activities
- undertake urban stream restoration
- control erosion and sedimentation control
- provide weed management
- rehabilitate saline discharge sites
- generally prevent damage resulting from erosion, excessive run-off and sedimentation.

Structural works may include:

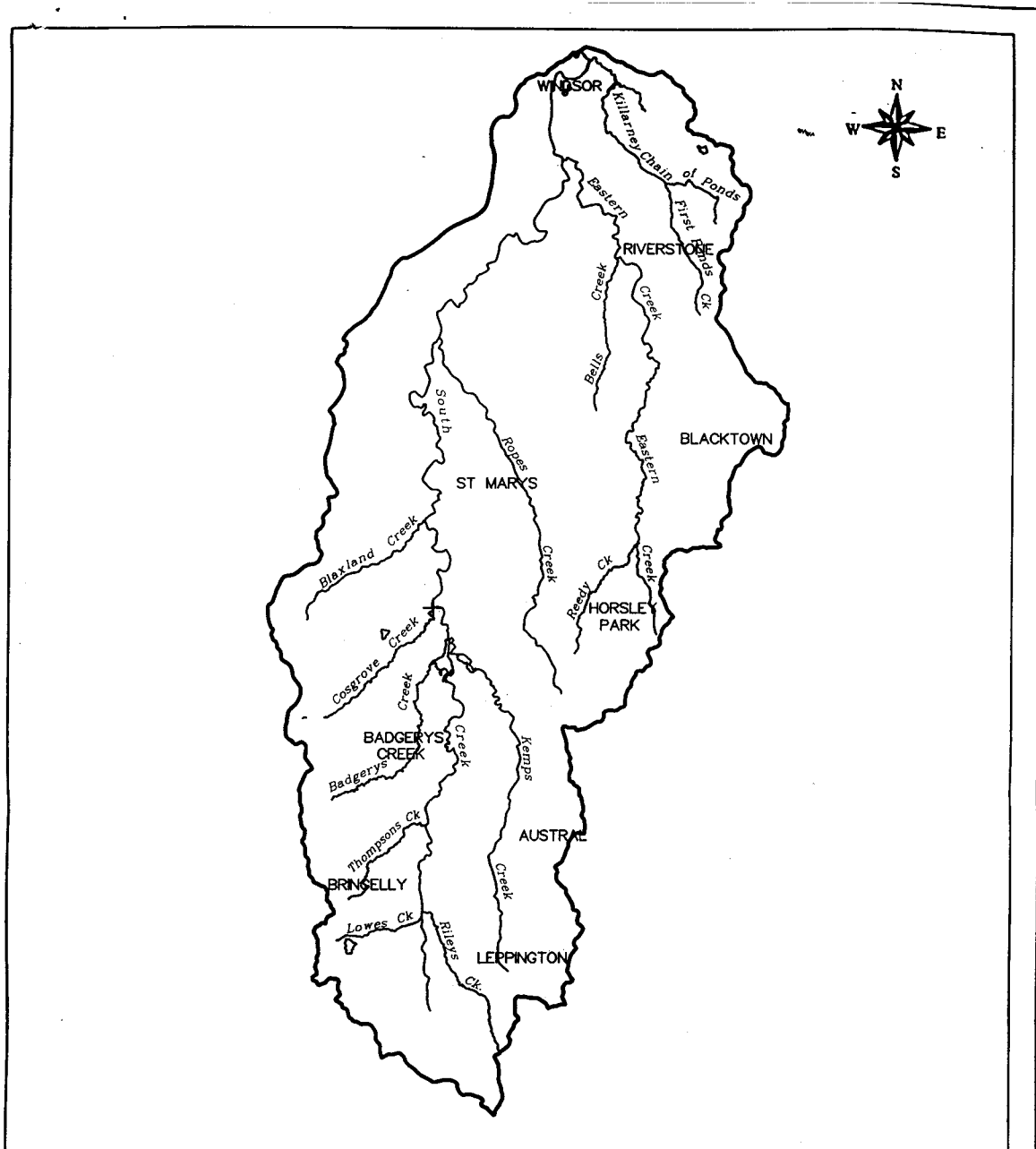
- streambed erosion controls and sediment traps
- graded and diversion banks
- gully control structures
- gully filling and shaping
- waterways
- flumes and other structural works

Land management works may include:

- augmentation and revegetation of riparian zones
- fencing
- re-establish deep rooted vegetation
- weed management
- pilot project to establish Waterwise gardens

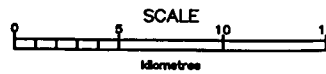
The components of the scheme of operations may include:

- soil conservation works
- Special Conservation Scheme
- Capital funded Works
- Stormwater Trust Funds
- changes in the perception and implementation of sustainable land management practices
- promotion and publicity of proposed catchment programs
- local government contribution to efficient drainage and sediment control measures for roads and footpaths.



Department of Land and Water Conservation

# SOUTH CREEK PROJECT





**SOIL CONSERVATION ACT 1938****PROCLAMATION****DOUGHBOY HOLLOW PROJECT**

I, MARIE BASHIR, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of Section 10 of the Soil Conservation Act, 1938, approve a scheme of operations for the purpose of soil conservation and erosion mitigation, as described in the Schedule hereto in respect of the area of land delineated on the attached map, to be known as the Doughboy Hollow Project for the purposes of the Soil Conservation Act.

Signed and sealed at Sydney 19 December 2001.

By her Excellency's Command

JOHN AQUILINA M.P.,  
Minister for Land and Water Conservation

GOD SAVE THE QUEEN!

For further

information contact: Fiona Marshall  
Investment Services Manager  
Department of Land and Water  
Conservation  
HUNTER REGION

**DOUGHBOY HOLLOW SOIL CONSERVATION  
PROJECT****SCHEME OF OPERATIONS**

The general nature and class of operations to be carried out on the area of land shown on the attached map will be planned and co-ordinated and focus on soil conservation structural works and land management techniques and measures to prevent, control and correct all types of erosion, sedimentation, land degradation, diffuse stormwater pollution and reduce accessions to groundwater.

These include works necessary to:

- control critical gully erosion
- control streambank erosion
- contain sediment within gully lines
- protect unstable sections from grazing livestock
- establish vegetative cover and trees
- rehabilitate scalded areas
- generally prevent damage resulting from erosion, excessive run-off and sedimentation.

Structural works may include:

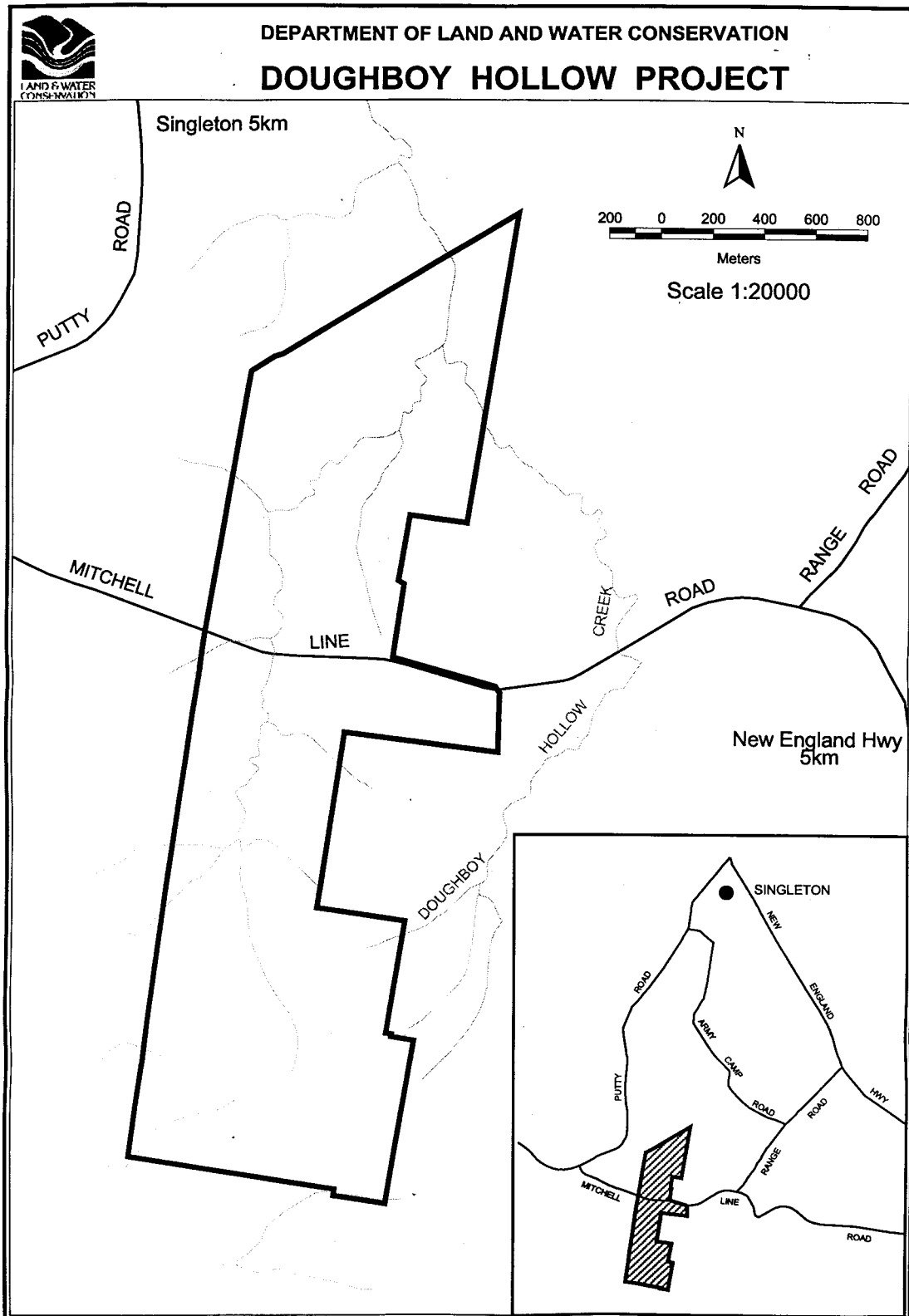
- graded and diversion banks
- gully control structures
- gully filling and shaping
- rock flumes and other structural works

Land management works may include:

- fencing
- planting of selected trees and shrubs
- establish native vegetation corridor

The components of the scheme of operations may include:

- soil conservation works
- Special Conservation Scheme
- Greening Australia
- changes in the perception and implementation of sustainable land management practices
- promotion and publicity of proposed catchment programs
- local government contribution to efficient drainage and sediment control measures for rural roads.



## Water Conservation

### WATER ACT 1912

Notice Under Section 22B – Pumping Restrictions  
*Tinderbox Creek, Byron Creek and their  
Tributaries*

THE Department of Land and Water Conservation pursuant to section 22B of the Water Act 1912, is satisfied that the quantity of water available in Tinderbox Creek, Byron Creek and their tributaries is insufficient to meet all requirements and hereby gives notice to all holders of permits, authorities and licenses under Part 2 of the Act that from Friday 18 January 2002 and until further notice, the right to pump water from Tinderbox Creek, Byron Creek and their tributaries is **RESTRICTED** to a maximum of six hours in any twenty four hour period.

This restriction excludes water supply for stock, domestic and farming (dairy washdown and fruit washing purposes).

Any person who contravenes the restrictions imposed by this notice is guilty of an offence and is liable on conviction to a penalty not exceeding:-

- a) where the offence was committed by a Corporation – 200 penalty units.
- b) where the offence was committed by any other person – 100 penalty units.

One penalty unit = \$110.00.

DATED this eighteenth day January 2002.

J. MORISON,  
Acting Resource Access Manager  
NORTH COAST REGION  
GRAFTON

GA2: 343296

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### WATER ACT 1912

Notice Under Section 22B – Pumping Restrictions  
*Opossum Creek and its Tributaries*

THE Department of Land and Water Conservation pursuant to section 22B of the Water Act 1912, is satisfied that the quantity of water available in Opossum Creek and its tributaries is insufficient to meet all requirements and hereby gives notice to all holders of permits, authorities and licenses under Part 2 of the Act that from Friday 18 January 2002 and until further notice, the right to pump water from Opossum Creek and its tributaries is **SUSPENDED**.

This suspension excludes water supply for stock, domestic and farming (dairy washdown and fruit washing) purposes.

Any person who contravenes the restrictions imposed by this notice is guilty of an offence and is liable on conviction to a penalty not exceeding:

- c) where the offence was committed by a Corporation – 200 penalty units.
- d) where the offence was committed by any other person – 100 penalty units.

One penalty unit = \$110.00.

DATED this eighteenth day of January 2002.

J. MORISON,  
Acting Resource Access Manager  
NORTH COAST REGION  
GRAFTON

### WATER ACT 1912

APPLICATIONS under Part 2, within proclaimed (declared) local areas under Section 5 (4) of the Act 1912.

Applications for licences under section 10 for works within a proclaimed (declared) local area as generally described hereunder have been received from:

*Macquarie River Valley*

Arthur Colin DEWS and Joy Osborn DEWS for a pump on the Fish River, Lot 1, DP 577267; Lots 51 and 52, DP 755805, Parish of Yetholme, County of Roxburgh for irrigation of 16.5 hectares (lucerne) (replacement licence – no increase in area or allocation) (in lieu of ad 7.1.02) (80SL95965).

Trevor John IVERS and Janie Clare IVERS for a pump on the Cudgegong River, Lot 107, DP 1005825, Parish of Derale, County of Phillip for irrigation of 1.67 hectares (olive trees) (partly replacing an existing entitlement – no increase in area or allocation) (80SL95982).

Susan Anne SCOTT and Steven George SCOTT for two pumps on the Gunningbar Creek, Lot 105, DP 755314 and Lot 302, DP 44960, Parish of Warren, County of Oxley for irrigation of 40.5 hectares (lucerne) (replacement licence – no increase in area or allocation) (80SL95983).

AN APPLICATION for an amended authority for a joint water supply under section 20E (2) has been received from:

ROSEMOUNT ESTATES PTY LIMITED and OTHERS for a pumping station on the Cudgegong River, Part of Wilbertree Road West of Lot 13, DP 1022304, Parish of Wilbertree, County of Phillip for water supply for stock and domestic purposes and irrigation of 179.82 hectares (grapes) (combining and replacing existing entitlement by way of permanent transfer – no increase in area or allocation) (in lieu of ad 25.6.01) (80SA10582).

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AN APPLICATION for an authority for a joint water supply under section 20 has been received from:

Stewart William ENEVER and Ross John MITCHELL for a pump on Clear Creek, Crown Road East of Lot 12, DP 789264, Parish of Peel, County of Roxburgh for water supply for domestic purposes (new authority) (80SA10592).

Written objections to the applications specifying grounds thereof, may be made by any statutory authority or local occupier within the proclaimed local (declared) area and must be lodged with the Departments Regional Office at Dubbo, within twenty-eight (28) days as prescribed by the Act.

Any inquiries regarding the above should be directed to the undersigned (telephone 68 842 560).

GA2: 306557

FRED HUNDY,  
Water Access Manager, Macquarie

Department of Land and Water Conservation  
PO Box 717 DUBBO NSW 2830

**WATER ACT 1912**

Notice Under Section 22B – Pumping Suspensions  
*Stewarts River And Its Tributaries*

THE Department of Land and Water Conservation pursuant to section 22B of the Water Act 1912, is satisfied that the quantity of water available in Stewarts River and its tributaries is insufficient to meet all requirements and hereby gives notice to all holders of permits, authorities and licenses under Part 2 of the Act that from Wednesday 23 January 2002 and until further notice, the right to pump water from Stewarts River and its tributaries is **SUSPENDED**.

This suspension excludes water supply for town water supply, stock, domestic and farming (dairy washdown and fruit washing) purposes.

Any person who contravenes the restrictions imposed by this notice is guilty of an offence and is liable on conviction to a penalty not exceeding:

- a) where the offence was committed by a Corporation – 200 penalty units.
- b) where the offence was committed by any other person – 100 penalty units.

One penalty unit = \$110.00.

DATED this twenty third day of January 2002.

J. MORISON,  
Acting Resource Access Manager  
NORTH COAST REGION  
GRAFTON

GA2:- 343297

**WATER ACT 1912**

AN application under Part 8, being within a Proclaimed (declared) Local Area under section 5 (4) of the Water Act.

An amended application for Approval of Controlled Works under section 167 within the Proclaimed (declared) Local Area described hereunder has been received as follows:

*Namoi River Valley*

Jonathon and Wendy PHELPS for Controlled Works (earthworks, embankments or levees) in association with an existing water storage and proposed levees on the Lower Namoi Floodplain on Lot 1/727853, Lot 2/727853, Lot 6/753965, Lot 7/753965, Lot 8/753965, Lot 9/753965, Lot 13/753965, Lot 19/753965, Lot 29/753965 and Lot 32/753965 and Crown Roads, Parish of Yarranbar, County of Jamison on the property known as “North Nowley” for irrigation development on the floodplain and the prevention of inundation of land. Reference 90CW810866.

Written objections to the application specifying the grounds thereof may be made by any statutory authority or local occupier within the Proclaimed Area, whose interest may be affected must be lodged with the Department’s Resource Access Manager at Tamworth by **22 February 2002**.

Information and plans showing the location of the works referred to in the above application may be viewed at the Tamworth or Narrabri office of the Department of Land and Water Conservation.

GEOFF CAMERON,  
Manager Resource Access

Department of Land and Water Conservation  
PO Box 550 TAMWORTH NSW 2340

**WATER ACT 1912**

Notice Under Section 22B – Pumping Suspensions  
*Emigrant Creek and its Tributaries*

The Department of Land and Water Conservation pursuant to section 22B of the Water Act 1912, is satisfied that the quantity of water available in Emigrant Creek and its tributaries is insufficient to meet all requirements and hereby gives notice to all holders of permits, authorities and licenses under Part 2 of the Act that from Tuesday 22 January 2002 and until further notice, the right to pump water from Emigrant Creek and its tributaries is **SUSPENDED**.

This suspension excludes water supply for town water supply, stock, domestic and farming (dairy washdown and fruit washing) purposes.

Any person who contravenes the restrictions imposed by this notice is guilty of an offence and is liable on conviction to a penalty not exceeding:

- a) where the offence was committed by a Corporation – 200 penalty units.
- b) where the offence was committed by any other person – 100 penalty units.

One penalty unit = \$110.00.

DATED this twenty second day of January 2002.

J. MORISON,  
Acting Resource Access Manager  
NORTH COAST REGION  
GRAFTON

GA2:- 343298

**WATER ACT 1912**

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

PASAGEAN PTY LIMITED for a bywash dam on an unnamed watercourse, 2/780549, Parish of Bong Bong, County of Camden for the conservation of water for stock and domestic purposes (New Licence) (Ref:10SL56361) (GA2:460639)

Written objections specifying grounds thereof must be lodged with the Department within 28 days of the date of this publication as prescribed by the Act.

Natural Resource Project Officer  
Sydney/South Coast Region

Department of Land and Water Conservation  
PO Box 3935 PARRAMATTA NSW 2124

**WATER ACT 1912**

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

Benjamin and Anne AZZOPARDI for a pump on Eastern Creek, Part Road Northeast of 13/193074 (North Street), Parish of Gidley and a hillside dam and pump on 47/1358,

Parish of St Matthew and a hillside dam and pump on C/331511, Parish of St Matthew, all County of Cumberland for water supply and conservation of water for the irrigation of 6.5 hectares (vegetables)(Replacement licence-increase in area)(Ref:10SL56005)(GA2:460662)(Existing works)(Lodged under the 1998 NSW Water Amnesty).

Nedeljko and Ksenija IRIC for a bywash dam and pump on an unnamed watercourse, 5/1025773, Parish of Berrima, County of Camden for the conservation of water and water supply for domestic purposes (New Licence) (GA2:460640) (Ref:10SL56349)

Sai Jung SOO for a pump on South Creek on 113/28847, Parish of Rooty Hill, County of Cumberland for the irrigation of 1.5 hectares (Vegetables) (existing works) (Ref:10SL56305) (GA2:460661)(Lodged under the 1998 NSW Water Amnesty).

Lesley Anne WOOD for a pump on Bellbird Creek on 39/751649, Parish of Kurrajong, County of Cook for water supply for Industrial (Holiday Cottages) and domestic purposes (existing works) (Ref:10SL56318) (GA2:460658) (Lodged under the 1998 NSW Water Amnesty).

Ian George COATES for a pump on Wolgan River on 14a/751666, Parish of Wolgan, County of Cook for the irrigation of 4 hectares (Turnips) (existing Works) (Ref:10SL56312) (GA2:460657) (Lodged under the 1998 NSW Water Amnesty).

THE SHEATON GROUP PTY LIMITED for a pump on Little Wheeny Creek on Part Lot2/544412, Parish of Kurrajong, County of Cook for water supply for domestic purposes (New Licence for existing works) (Ref:10SL55848) (GA2:460656) (Lodged under the 1998 NSW Water Amnesty).

Joseph SULTANA for a pump on Eastern Creek on 5/523809, Parish of Gidley, County of Cumberland for the irrigation of 2.0 hectares (Vegetables) (Ref:10SL55895) (GA2:460663) (Lodged under the 1998 NSW Water Amnesty).

Ian Anthony WILSON for a pump on Yarramundi Lagoon on 2/355709, Parish of Castlereagh, County of Cumberland for the irrigation of 2 hectares (Lucerne and Vegetables) (Ref:10SL55859) (GA2:460638) (Lodged under the 1998 NSW Water Amnesty).

Dennis Reginald HURST for a pump on Little Wheeny Creek on 3/828073, Parish of Kurrajong, County of Cook for water supply for stock and domestic purposes (Ref:10SL55885) (GA2:460664) (Not subject to the Hawkesbury/Nepean Embargo) (Lodged under the 1998 NSW Water Amnesty).

Written objections specifying grounds thereof must be lodged with the Department within 28 days of the date of this publication as prescribed by the Act.

Natural Resource Project Officer  
Sydney/South Coast Region

Department of Land and Water Conservation  
PO Box 3935 PARRAMATTA NSW 2124

## WATER ACT 1912

APPLICATION for a licence under Part 2 of the Water Act 1912 being within a Proclaimed (declared) Local Area under section 5 (4) of the Act.

An Application for a Licence under section 10 of Part 2 of the Water Act, has been received as follows:

### *Lachlan River Valley*

Glenda Kay, Dudley Christopher and Loretta Faith MARKWORT for 3 pumps on the Lachlan River on Lots 21, 33, 34/752083, Parish of Corridgery, County of Cunningham, for water supply for irrigation of 94.00 hectares. (New Licence – amalgamation of existing entitlement – additional pump and increased pumping capacity.) (GA2:494394) (Ref: 70SL090775).

Written Objections specifying grounds thereof, may be made by any statutory authority or local occupier within the proclaimed local area whose interests may be effected must be lodged with the Department within 28 days of the date of this publication as prescribed by the Act.

ROD SHARP,  
A/Senior Natural Resource Project Officer  
Central West Region

Department of Land and Water Conservation  
PO Box 136 FORBES NSW 2871 (02) 6852 1222

## Department of Mineral Resources

NOTICE is given that the following applications have been received:

### EXPLORATION LICENCE APPLICATIONS

(T02-0007)

No. 1852, NEWCREST OPERATIONS LIMITED (ACN 009 221 505), area of 154 units, for Group 1, dated 16 January, 2002. (Orange Mining Division).

(T02-0008)

No. 1853, MOUNT CONQUEROR MINERALS N.L. (ACN 003 312 721), area of 9 units, for Group 1, dated 18 January, 2002. (Orange Mining Division).

### MINING LEASE APPLICATION

(C02-0026)

No. 199, SOUTHLAND COAL PTY LTD (ACN 000 077 225), area of about 14.4 hectares, for the purpose of borehole, transmission of electricity and ventilation shaft, dated 8 January, 2002. (Singleton Mining Division).

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

NOTICE is given that the following applications have been granted:

### MINING LEASE APPLICATIONS

(C98-0169)

Orange No. 135, now Mining Lease No. 1501 (Act 1992), CHARBON COAL PTY LIMITED (ACN 064 237 118) and SK AUSTRALIA PTY LIMITED (ACN 003 964 225), Parish of Clandulla, County of Roxburgh, Map Sheet (8832-2-S), area of 13 hectares, to mine for coal, dated 21 December, 2001, for a term until 20 December, 2022.

(C01-0357)

Singleton No. 178, now Mining Lease No. 1502 (Act 1992), CUMNOCK NO.1 COLLIERY PTY LIMITED (ACN 051 932 122), Parish of Ravensworth, County of Durham, Map Sheet (9033-2-S, 9133-3-S), area of 374.1 hectares, to mine for coal, dated 3 January, 2002, for a term until 2 January, 2023. As a result of the grant of this title, Exploration Licence No. 5605 has ceased to have effect.

### PETROLEUM EXPLORATION LICENCE APPLICATION

(C01-0314)

No. 61, now Petroleum Exploration Licence No. 441, SYDNEY GAS OPERATIONS PTY LTD (ACN 079 838 136), area of 1 block, for petroleum, dated 15 January, 2002, for a term until 10 November, 2005 (Sydney Basin). For exact location details refer to the Department's NSW State Map of Petroleum Titles.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

NOTICE is given that the following application has been withdrawn:

### MINING LEASE APPLICATION

(T96-1265)

No. 74, NOEL IMPORT (AUSTRALIA) PTY LIMITED (ACN 000 259 549), Parish of Wedderburn, County of Cumberland, (9029-2-N). Withdrawal took effect on 16 January, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

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

(T99-0159)

Exploration Licence No. 5697, HEEMSKIRK RESOURCES PTY LIMITED (ACN 085 881 232), area of 24 units. Application for renewal received 17 January, 2002.

(T01-0676)

Mining Purposes Lease No. 200 (Act 1973), BHP STEEL (AIS) PTY. LTD. (ACN 000 019 625), area of 5706 square metres. Application for renewal received 14 January, 2002.

(T01-0677)

Mining Purposes Lease No. 201 (Act 1973), BHP STEEL (AIS) PTY. LTD. (ACN 000 019 625), area of 2498 square metres. Application for renewal received 14 January, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(T97-1232)

Exploration Licence No. 5346, TRIAKO RESOURCES LIMITED (ACN 008 498 119), County of Yancowinna, Map Sheet (7233), area of 2 units, for a further term until 4 September, 2003. Renewal effective on and from 11 January, 2002.

(T99-0033)

Exploration Licence No. 5590, ANACONDA (NSW) PTY LIMITED (ACN 082 725 059), County of Flinders, Map Sheet (8333, 8334), area of 23 units, for a further term until 11 July, 2003. Renewal effective on and from 11 January, 2002.

(T98-1244)

Exploration Licence No. 5629, RICHARD HINE, County of Bland, Map Sheet (8429), area of 4 units, for a further term until 30 September, 2003. Renewal effective on and from 11 January, 2002.

(T98-1213)

Exploration Licence No. 5631, AUSTMINEX N.L (ACN 005 470 799), Counties of Harden and King, Map Sheet (8628), area of 37 units, for a further term until 11 October, 2003. Renewal effective on and from 11 January, 2002.

(T99-0122)

Exploration Licence No. 5654, HEEMSKIRK RESOURCES PTY LIMITED (ACN 085 881 232) and ABLEX PTY LTD (ACN 008 600 422), County of Wellesley, Map Sheet (8723), area of 13 units, for a further term until 13 December, 2003. Renewal effective on and from 11 January, 2002.

(T99-0746)

Mining Lease No. 883 (Act 1973), LAURENCE MARTIN ALPEN, Parish of Elliott, County of Nicholson, Map Sheet (8030-3-S), area of 249.6 hectares, for a further term until 11 November, 2011. Renewal effective on and from 15 January, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

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#### REFUSAL OF APPLICATION FOR RENEWAL

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

(T97-0578)

Mining Lease No. 677 (Act 1973), CLUFF RESOURCES PACIFIC NL (ACN 002 261 565), Parish of Gum Flat, County of Murchison, Map Sheet (9038-2-N), area of 80.09 hectares. The authority ceased to have effect on 15 January, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

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#### WITHDRAWAL OF APPLICATION FOR RENEWAL

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

(T99-0039)

Exploration Licence No. 5628, ANACONDA (NSW) PTY LIMITED (ACN 082 725 059), County of Harden, Map Sheet (8528), area of 63 units. The authority ceased to have effect on 18 January, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

#### CANCELLATION OF AUTHORITY AT REQUEST OF HOLDERS

NOTICE is given that the following authority has been cancelled:

(T99-0002)

Exploration Licence No. 5710, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), County of Buccleuch, Map Sheet (8527), area of 38 units. Cancellation took effect on 15 January, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

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#### PART CANCELLATION

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

(C01-0157)

Exploration Licence No. 4574, ANGLO COAL (DARTBROOK) PTY LTD (ACN 000 012 813), MARUBENI THERMAL COAL PTY LTD (ACN 061 468 620), SHOWA COAL (NSW) PTY LTD (ACN 061 747 108) and SSANGYONG RESOURCES PTY LIMITED (ACN 071 744 986), County of Brisbane and County of Durham, Map Sheet (9033).

Description of area cancelled:

An area of 6 hectares. For further information contact Titles Branch.

Part cancellation took effect on 6 December, 2001.

The authority now embraces an area of 1336 hectares.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

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#### TRANSFER

(C01-0589)

Exploration Licence No. 5824, formerly held by NAMOI HUNTER PTY LTD (ACN 080 537 006) has been transferred to CONSOL ENERGY AUSTRALIA PTY LTD (ACN 097 238 349). The transfer was registered on 8 January, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

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## Department of Planning

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### **City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following environmental plan under the  
*Environmental Planning and Assessment Act 1979*. (W92/01150/PC)

ANDREW REFSHAUGE, M.P.,  
Minister for Planning

Sydney, 21 January 2002.

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Clause 1 City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176)

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## City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176)

### 1 Name of plan

This plan is *City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176)*.

### 2 Aims of plan

This plan aims to permit the subdivision of the land to which this plan applies into small rural holdings consistent with the provisions of the Council's rural residential strategy. The objectives of this plan are:

- (a) to provide for rural small holding subdivision opportunities in the Milton/Ulladulla area, and
- (b) to provide for four lots on the cleared area to minimise the impact on prime crop and pasture land, and
- (c) to ensure existing native vegetation on the site is protected and retained, and
- (d) to ensure habitats for native fauna are protected, and
- (e) to minimise soil erosion and the discharge of contaminated waters into the local drainage system, and
- (f) to ensure the risk to life and property from bush fire is minimised.

### 3 Land to which plan applies

This plan applies to land situated in the City of Shoalhaven, at Little Forest, being Portion 1, Parish of Little Forest and Lot 61, DP 732602, as shown edged heavy black on the map marked "City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176)" deposited in the office of the Council of the City of Shoalhaven.

City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176)

Clause 4

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#### **4 Amendment of City of Shoalhaven Local Environmental Plan 1985**

*City of Shoalhaven Local Environmental Plan 1985* is amended:

- (a) by inserting at the end of the definition of “the map” in clause 6 (1) the following matter:

City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176);

- (b) by inserting after clause 12 the following clause:

##### **12A Subdivision of certain land at Little Forest**

- (1) This clause applies to land at Little Forest, being Portion 1, Parish of Little Forest and Lot 61, DP 732602, as shown edged heavy black on the map marked “City of Shoalhaven Local Environmental Plan 1985 (Amendment No 176)”.
- (2) Notwithstanding clause 12, the Council may consent to the subdivision of the land to which this clause applies so as to create a maximum of 4 lots, comprising 3 small lots of 1 to 3 hectares each and a large lot, and the erection of a dwelling-house on each lot within the building envelope identified on the map referred to in subclause (1).
- (3) The Council may grant consent under subclause (2) only if it imposes as a condition of the consent that any existing consent relating to tourist accommodation on the subject land is to be surrendered.

## Roads and Traffic Authority

### Roads Act 1993

#### Notice under Clause 17 of the Road Transport (Mass, Loading and Access) Regulation, 1996

Tamworth City Council, in pursuance of Division 2 of Part 3 of the *Road Transport (Mass, Loading and Access) Regulation 1996*, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

**Phillip P Lyon**  
**General Manager**  
**Tamworth City Council**  
 (by delegation from the Minister for Roads)

### Schedule

#### 1. **Citation**

This Notice may be cited as the Tamworth City Council B-Doubles Notice No 01/2002.

#### 2. **Commencement**

This Notice takes effect from date of gazettal.

#### 3. **Effect**

This Notice remains in force until 01/01/2007 unless it is amended or repealed earlier.

#### 4. **Application**

4.1 This Notice applies to B-Doubles which comply with Schedule 1 to the Road Transport (Mass, Loading and Access) regulation 1996 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

#### 5. **Routes**

##### **B-Double routes within the Tamworth City Council**

Type	Road No	Road Name	Starting point	Finishing point	Conditions
25m	Local	Darling Street, Tamworth	Marius Street, Tamworth	Peel Street, Tamworth	Nil

## ROADS ACT 1993

### Notice under Clause 17 of the Road Transport (Mass, Loading and Access) Regulation 1996

Singleton Shire Council, in pursuance of Division 2 of Part 3 of the *Road Transport (Mass, Loading and Access) Regulation 1996*, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

G. McTaggart  
MANAGER – WORKS for S.C. McGrath GENERAL MANAGER

Singleton Shire Council  
(by delegation from the Minister for Roads)

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## SCHEDULE

### 1. Citation

This Notice may be cited as the Singleton Shire Council B-Doubles Notice No.1, 2002.

### 2. Commencement

This Notice takes effect on the date of Gazettal.

### 3. Effect

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

### 4. Application

This Notice applies to B-Doubles which comply with Schedule 1 to the Road Transport (Mass, Loading and Access) Regulation 1996 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

## 5. Routes

### B- Doubles routes within the Singleton Shire Council.

Type	Road No.	Road Name	Starting Point	Finishing Point	Conditions
25	000	Hambledon Hill Rd., Singleton	Maison Dieu Rd.	No 24 Hambledon Hill Rd. (Bowers).	
25	000	Maison Dieu Rd., Singleton	Magpie St.	No 149 Maison Dieu Rd.	
25	000	Magpie St., Singleton	No 2 Magpie St	Galah Cres./ Enterprise Cres.	
25	000	Rosella St., Singleton	Magpie St.	Cockatoo St.	
25	000	Cockatoo St., Singleton	Rosella St.	Galah Cres.	
25	000	Galah Cres., Singleton	Cockatoo St.	Magpie St.	
25	000	Enterprise Cres., Singleton	Magpie St.	Maison Dieu Rd.	

## Roads Act 1993

### Notice under Clause 17 of the Road Transport (Mass, Loading and Access) Regulation, 1996

Bathurst City Council, in pursuance of Division 2 of Part 3 of the *Road Transport (Mass, Loading and Access) Regulation 1996*, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

P Perram  
**General Manager**  
 Bathurst City **Council**  
**(by delegation from the Minister for Roads)**

### Schedule

#### 1. *Citation*

This Notice may be cited as the Bathurst City Council B-Doubles Notice No, 1/2002.

#### 2. *Commencement*

This Notice takes effect on the date of Gazettal.

#### 3. *Effect*

This Notice remains in force until five {5} years from date of approval unless it is amended or repealed earlier.

#### 4. *Application*

4.1 This Notice applies to B-Doubles which comply with Schedule 1 to the Road Transport (Mass, Loading and Access) Regulation 1996 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

#### 5. *Routes*

##### B-Double routes within the Bathurst City Council

Type	Road No	Road Name	Starting point	Finishing point	Conditions
25	000	Wembley Place	Hampden Park Road	End of Wembley Place ( Cul-de-sac)	

## Sydney Water

### **SEWER MAINS**

#### **SYDNEY WATER**

##### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CITY OF PENRITH, AT GLENMORE PARK. Contract Number 967657SB, Project Number 3001117. Lines 1 to 10, inclusive and their appurtenant junctions, sidelines and inlets serving GLENGARRY DRIVE, BANGALLA PARADE, ROSEWOOD CIRCUIT and BRANKSOME WAY.*

*CITY OF PENRITH, AT CRANEBROOK. Contract Number 974643S6, Project Number 3002525. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving GOLDMARK CRESCENT and MARRETT WAY.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

ROBERT ROACH,  
Developer Activity Officer,  
Blacktown Commercial Centre.

Dated: 25 January 2002.

### **SYDNEY WATER**

#### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*ASHFIELD COUNCIL, AT ASHFIELD: Project No. 3000161 (Contract No. 962896S4). Line 1 inclusive and its appurtenant junctions sidelines and inlets serving BEATRICE STREET.*

*BANKSTOWN COUNCIL, AT CHESTER HILL: Project No. 3002443 (Contract No. 972854S3). Line 1 inclusive and its appurtenant junctions sidelines and inlets serving TRELOAR CRESCENT and WOODLANDS ROAD.*

*BANKSTON COUNCIL, AT PADSTOW: Project No. 3002101 (Contract No. 971259S2). Line 1 inclusive and its appurtenant junctions sidelines and inlets serving ARAB ROAD.*

*CANTERBURY COUNCIL, AT HURSTONE PARK: Project No. 381635 (Contract No. 966196SB). Line 1 inclusive and its appurtenant junctions sidelines and inlets serving HURLSTONE AVENUE*

*CANTERBURY COUNCIL, AT ROSELANDS: Project No. 3002793 (Contract No. 976633S4). Line 1 inclusive and its appurtenant junctions sidelines and inlets serving ALBION STREET.*

*LEICHHARDT COUNCIL, AT ANNANDALE: Project No. 3002295 (Contract No. 973218S1). Sideline 1 and Sideline 2 inclusive and its appurtenant junctions sidelines and inlets serving JOHNSTON LANE.*

*ROCKDALE COUNCIL, AT BRIGHTON LE SAND: Project No. 3001667 (Contract No. 971366S0). Sideline 1 inclusive and its appurtenant junctions sidelines and inlets serving TERALBA ROAD and ROSLYN AVENUE.*

*SOUTH SYDNEY, AT CAMPERDOWN: Project No. 3002028 (Contract No. 966421S1). Property Connection Sewer 1 inclusive and its appurtenant junctions sidelines and inlets serving MALLETT STREET, SALISBURY ROAD and MALLETT LANE.*

*WAVERLEY COUNCIL, AT BONDI: Project No. 3002495 (Contract No. 966433S5). Line 1 inclusive and its appurtenant junctions sideline and inlets serving RAMSGATE AVENUE.*

*WAVERLEY COUNCIL, AT WAVERLEY: Project No. 381583 (Contract No. 962867S3). Line 1 inclusive and its appurtenant junctions sidelines and inlets serving BRONTE ROAD and CARRINGTON ROAD.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

GERRY DACOCO,  
Developer Activity Officer

Dated: 25 January 2002.

### **SYDNEY WATER**

#### Sewer Mains

Notice is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the head Office of Sydney Water Corporation, have been laid and are available for connection.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CITY OF LIVERPOOL, AT LIVERPOOL, Contract Number 973750S8, Project Number 3002275. Sewer Line 1, inclusive and its appurtenant junctions, serving SIENA PLACE.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

VALDIS VIKSNE,  
Developer Activity Officer  
Liverpool Commercial Centre

Dated: 25 January 2002.

### **SYDNEY WATER**

#### Sewer Mains

Notice is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the head Office of Sydney Water Corporation, have been laid and are available for connection.

*CITY/MUNICIPALITY OF HORNSBY, NORMANHURST. Contract Number 974301SB, Project Number 3002312. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving MALSBUURY ROAD.*

*CITY/MUNICIPALITY OF HORNSBY, AT HORNSBY. Contract Number 975870S7, Project Number 30002665. Line 1 and property connection sewer Line 1, inclusive and their appurtenant junctions, sidelines and inlets serving OLD BEROWRA ROAD.*

*CITY/MUNICIPALITY OF PARRAMATTA, AT MT RYDALMERE. Contract Number 975200S7, Project Number 3002653. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving WATTLE STREET.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

MARTHA AMADOR,  
Developer Activity Officer  
Chatswood

Dated: 25 January 2002.

### **WATER MAINS**

#### **SYDNEY WATER**

#### Water Mains

NOTICE is hereby given that water mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for water to be supplied.

*CITY OF BLUE MOUNTAINS, AT VALLEY HEIGHTS. Contract Number 445942F9, Project Number 1001321. Water mains are now laid and capable of serving identified properties in THE CHASE and THE VALLEY ROAD.*

*CITY OF PENRITH, AT GLENMORE PARK. Contract Number 967657W3, Project Number 1000459. Water mains are now laid and capable of serving identified properties in GLENGARRY DRIVE, BANGALLA PARADE, ROSEWOOD CIRCUIT, and BRANKSOME WAY.*

*CITY OF PENRITH, AT KINGSWOOD. Contract Number 969184WB, Project Number 1000872. Water mains are now laid and capable of serving identified properties in PARK AVENUE and RICHMOND ROAD.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

ROBERT ROACH,  
Developer Activity Officer,  
Blacktown Commercial Centre.

Dated: 25 January 2002.

### **SYDNEY WATER**

#### Water Mains

NOTICE is hereby given that water mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for water to be supplied.

*BANKSTOWN COUNCIL, AT PANANIA: Project No. 1000871. (Contract No. 972885W6). Watermains are now laid and shown on said plan and capable of serving the properties in HINEMOA STREET and PHILIP STREET.*

*BANKSTOWN COUNCIL, AT YAGOONA: Project No. 1000613. (Contract No. 971226W9). Watermains are now laid and shown on said plan and capable of serving the properties in ALAN STREET and GRAY CRESCENT.*

*KOGARAH COUNCIL, AT KOGARAH: Project No. 1000579. (Contract No. 437122F8). Watermains are now laid and shown on said plan and capable of serving the properties in RAILWAY STREET and STATION STREET.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

GERRY DACOCO,  
Developer Activity Officer

Dated: 25 January 2002.



## Other Notices

### ANTI-DISCRIMINATION ACT 1977

#### EXEMPTION ORDER

Under the provisions of Section 126 of the Anti-Discrimination Act 1977 and on the recommendation of the Anti-Discrimination Board, an exemption is given from the provisions of Sections 8 and 51 of the Anti-Discrimination Act 1977 to the Southern Cross University to designate and recruit for 29 general staff positions and 8 academic staff positions for Aboriginal and Torres Strait Islander people.

This exemption will remain in force for a period of five years from the date given.

Dated this 22nd day of January 2002.

BOB DEBUS

### ASSOCIATIONS INCORPORATION ACT 1984

#### Cancellation pursuant to Section 55A

TAKE NOTICE that the incorporation of the following associations are cancelled by this notice pursuant to Section 55A of the Associations Incorporation Act 1984. The cancellation is effective on 25 January, 2002.

- |    |          |   |
|----|----------|---|
| 1. | Y0760625 | Riverina Ladies' Golf Association Inc                         |
| 2. | Y1078626 | Broken Hill Proud Inc   |
| 3. | Y1947204 | Australian Plaintiff Lawyers' Association (APLA) Incorporated |

D B O'CONNOR,  
Director-General  
Department of Fair Trading

### ASSOCIATIONS INCORPORATION ACT 1984

#### Cancellation pursuant to Section 55A

TAKE NOTICE that the incorporation of the following associations are cancelled by this notice pursuant to Section 55A of the Associations Incorporation Act 1984. The cancellation is effective on 25 January, 2002.

- |     |          |  |
|-----|----------|--|
| 1.  | Y1303507 | The City of Bankstown Life Education Centre Incorporated                     |
| 2.  | Y1884104 | Black Opal Masonic Village Incorporated                                      |
| 3.  | Y0430113 | Adoption Triangle New South Wales Incorporated                               |
| 4.  | Y2161836 | Refugee Advice and Casework Service (NSW) Incorporated                       |
| 5.  | Y2606820 | Armidale Masonic Centre Incorporated   |
| 6.  | Y1323303 | Shoalhaven District Squash Association Incorporated                          |
| 7.  | Y1527722 | Eastlakes Kapooka Soccer & Sport Club Incorporated                           |
| 8.  | Y1256630 | Bega Valley Hydro Exercise Club Incorporated                                 |
| 9.  | Y2631823 | Boondi Sports & Social Club Incorporated                                     |
| 10. | Y2780605 | Coleambally Indoor Sports Stadium Committee Incorporated                     |
| 11. | Y2125742 | Chifley Dam Backwaters Landcare Group Incorporated                           |
| 12. | Y2987133 | Breakthrough Christian Church Fellowship Management Association Incorporated |
| 13. | Y2932903 | Audi Drivers Club Incorporated   |

- |     |          |   |
|-----|----------|---|
| 14. | Y2092140 | Ashford Community Transport Group Incorporated    |
| 15. | Y2956638 | Nepean District Robert Burns Club Incorporated    |
| 16. | Y1313503 | Australian Education Network Incorporated         |
| 17. | Y1827903 | Oberne Public Hall Committee Incorporated         |
| 18. | Y1556713 | Australian Council of Archives Incorporated       |
| 19. | Y2262436 | Tortenelmi Tenyek Foruma Incorporated             |
| 20. | Y2672706 | Mowamba Landcare Incorporated                     |
| 21. | Y2515726 | Parramatta Hanguel School Incorporated            |
| 22. | Y2687638 | Austral Armenian Musical Association Incorporated |
| 23. | Y2767739 | The Nepean River Land Care Group Incorporated     |

D. B. O'CONNOR  
Director-General  
Department of Fair Trading

### ASSOCIATIONS INCORPORATION ACT 1984

#### Cancellation pursuant to Section 55A

TAKE NOTICE that the incorporation of the following associations are cancelled by this notice pursuant to Section 55A of the Associations Incorporation Act 1984. The cancellation is effective on the 25th January, 2002.

- |     |          |   |
|-----|----------|---|
| 1.  | Y0035804 | The Mosman Occasional Childcare Centre Incorporated.                      |
| 2.  | Y0394621 | The Inner Wheel Club of Portland/Wallerawang Incorporated.                |
| 3.  | Y2029539 | The Inner Wheel Club of Sawtell Incorporated.                             |
| 4.  | Y2201708 | Willoughby Multi-culture Association Incorporated.                        |
| 5.  | Y2856202 | Old Cob 'O' Corn Rd Landcare Group Incorporated.                          |
| 6.  | Y2837011 | Australian Yan Xin Qigong Cultivation Association Inc.                    |
| 7.  | Y2054934 | Upper Hunter Tourism Association Incorporated.                            |
| 8.  | Y0127944 | Muswellbrook Drayton Youth Centre Incorporated.                           |
| 9.  | Y1812432 | Association of Independent Life Insurance and Superannuation Brokers Inc. |
| 10. | Y1924613 | Newcastle Marching Association Incorporated.                              |
| 11. | Y2934603 | Empac (Eden Multicultural Performing Arts Company) Inc.                   |
| 12. | Y2907802 | Koinonia Mission Centre Incorporated.                                     |
| 13. | Y2785933 | Nea Music Association Incorporated.                                       |
| 14. | Y1936848 | NSW Centura Developers Group Incorporated.                                |
| 15. | Y2275031 | Hastings Beef Association Incorporated.                                   |
| 16. | Y2983537 | Human Potential Development Incorporated.                                 |
| 17. | Y1807421 | Multicultural Theatre Alliance Incorporated.                              |
| 18. | Y2300510 | Hyams Beach Tennis Club Incorporated.                                     |
| 19. | Y1923518 | Muswellbrook R.S.L Pipes & Drums Incorporated.                            |
| 20. | Y2615231 | Living Earth Party Incorporated.  |
| 21. | Y2522927 | Community on Wheels Skate Club Incorporated.                              |
| 22. | Y2032703 | Mid Richmond Progress Association Incorporated.                           |

D. B. O'CONNOR,  
Director-General  
Department of Fair Trading

**ASSOCIATIONS INCORPORATION ACT 1984**

Cancellation pursuant to Section 55B

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to Section 55B of the Associations Incorporation Act 1984. The cancellation is effective on 25 January, 2002.

1. Y2874445 R.A.A.F. Association Clarence Valley Branch Incorporated
2. Y2062936 Twin Town and Districts 4x4 Club Incorporated
3. Y1698441 Ulitarra Literary Association Incorporated
4. Y1317540 Congregational Federation of New South Wales Incorporated
5. Y1771122 Bega Festival Committee Incorporated
6. Y2665848 The Family Literacy Coalition Incorporated
7. Y2400946 Independent Church of God Incorporated
8. Y2885928 Athletes' Family Host Incorporated
9. Y1449615 Telegraph Point Bowling and Recreation Club Incorporated
10. Y0949106 Chipping Norton Sports Club Incorporated
11. Y1334345 Dunedoo Meals on Wheels Incorporated
13. Y1503448 Upper Hunter Family Support Service Incorporated
14. Y1874108 Broulee Progress Association Incorporated
15. Y0900933 St Georges Basin & Environs Community Forum Incorporated
16. Y2747110 Coonamble Country Music Festival Association Incorporated
17. Y1336535 Parramatta Youth Organisation Incorporated
18. Y1957641 Longueville Residents Association Incorporated
19. Y3009247 Highlands Spirit Sporting Club Incorporated
20. Y2250838 Illawarra Mental Health Network Incorporated
21. Y1828214 Trangie P.A. & H Association Incorporated
22. Y0667315 Blue Mountains District Ladies Golf Association Inc
23. Y3012313 Shoalhaven Music Network Incorporated

D. B. O'CONNOR,  
Director-General  
Department of Fair Trading

**ASSOCIATIONS INCORPORATION ACT 1984**

Cancellation pursuant to Section 55A

TAKE NOTICE that the incorporation of the following associations are cancelled by this notice pursuant to Section 55A of the Associations Incorporation Act 1984. The cancellation is effective on 25 January, 2002.

1. Y2640822 The Lismore City Ballet Productions Incorporated
2. Y2913810 Newcastle Breakers Supporters Club Incorporated
3. Y2838106 Gamblers Help Line Incorporated
4. Y2557018 Wallacia Public School Centenary Incorporated
5. Y1013322 Caragabal Trail Riding Club Incorporated
6. Y1204117 Bilpin Commercial Apple Growers Association Incorporated
7. Y2684745 Broadmeadow-White Eagles Soccer Club Incorporated
8. Y0814824 The Apex Club of Lake Macquarie Incorporated
9. Y2868241 Condobolin Combined Services Clubs' Medical Crisis Committee Incorporated

10. Y1975443 Kurri Kurri District Meals on Wheels Incorporated
11. Y2197806 Illawarra Quality Improvement Network Incorporated
12. Y1530200 NSW V8 Dirt Modified Division Incorporated
13. Y2394903 Modified Mini Club of NSW (Hotbricks) Incorporated
14. Y0691321 Quota International of Ballina Incorporated
15. Y2398303 Residents of Blacktown & Seven Hills Against Further Traffic Incorporated
16. Y0558517 Muslim Welfare Centre Incorporated
17. Y1308443 Vahan Tekeyan Armenian Cultural Assoc. Incorporated
18. Y2296706 Kempsey Uptown Downtown Incorporated
19. INC3442692 Business Technology Resellers Association Incorporated
20. Y0099719 Tumut Performing Art Society Incorporated

D. B. O'CONNOR,  
Director-General  
Department of Fair Trading

**HEALTH INSURANCE LEVIES ACT 1982**

Notice of Prescribed Rate

PURSUANT to the Health Insurance Levies Act 1982, the prescribed rate for the purposes of the Act for the period commencing 1 February 2002 will be 95 cents.

P. ACHTERSTRAAT,  
Chief Commissioner of State Revenue

**HEALTH ADMINISTRATION ACT 1982**

Order Declaring Approved  
Quality Assurance Committee

I, CRAIG JOHN KNOWLES, Minister for Health, in pursuance of section 20E(1) of the Health Administration Act 1982 do, by this my Order, declare the Mona Vale Hospital Perinatal Death Review Committee, of the Northern Sydney Area Health Service, to be an approved Quality Assurance Committee for the purposes of Division 6B of that Act.

Dated this fifteenth day of January 2002.

CRAIG KNOWLES M.P.,  
Minister for Health

**NOTICE UNDER SECTION 601AA OF THE  
CORPORATIONS LAW  
AS APPLIED BY SECTION 325 OF THE  
CO-OPERATIVES ACT 1992**

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice.

**Name of Co-operative**

NSW FISH MERCHANTS' CO-OPERATIVE LTD

Dated this Twenty First day of January 2002.

C. GOWLAND,  
Delegate of The Registrar of Co-Operatives

**NOTICE UNDER SECTION 601AA OF THE  
CO-OPERATIVES ACT 1992**

Removal of Name from the Register on Transfer of  
Engagements

Arajoel-Kywong Rural Co-operative Ltd

PURSUANT to the transfer of engagements of the abovementioned co-operative to Shepherds Producers Co-operative Ltd on 20 August 1999, the name of the co-operative has been removed from the Register of Co-operatives in accordance with Section 439 of the Co-operatives Act 1992.

Dated this twenty-second day of January 2002.

EMMA-JANE FLETCHER,  
Delegate of The Registrar of Co-Operatives

**CORPORATIONS LAW AS  
APPLIED BY SECTION 325 OF THE  
CO-OPERATIVES ACT 1992**

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice.

**Name of Co-operative**

WOMENS WORLD WEB CO-OPERATIVE LTD

Dated this Twenty First day of January 2002.

C. GOWLAND,  
Delegate of The Registrar of Co-Operatives

**DISTRICT COURT OF NEW SOUTH WALES**

**DIRECTION**

PURSUANT to section 173 of the District Court Act 1973, I direct that the District Court shall sit in its criminal jurisdiction at the place and time shown as follows:-

Lismore 10.00 a.m. 21 January 2002

Dated this 21st day of January 2002.

R. O. BLANCH,  
Chief Judge

**Gaming Machines Regulation 2002**

Proposed Gaming Machines Regulation 2002

THE Department of Gaming and Racing is proposing to make the *Gaming Machines Regulation 2002*. The principal objective of the proposed Regulation is to give full and proper effect to the provisions of the Gaming Machines Act 2001 which aims to address community concerns about the number of gaming machines and to introduce further controls to reduce gambling-related harm.

A draft Regulation and a Regulatory Impact Statement (RIS) have been prepared for public consideration. The Department invites public comment on the proposed Regulation.

Copies of the proposed Regulation and RIS are available from the Department by telephone (02) 9995 0664, facsimile (02) 9995 0699, or by writing to:

The Gaming Machines Regulation Project  
Department of Gaming and Racing  
Level 11  
323 Castlereagh Street  
SYDNEY NSW 2000

Electronic copies are available from the Department's website on:

[www.dgr.nsw.gov.au/what's\\_new](http://www.dgr.nsw.gov.au/what's_new)

Submissions should be forwarded to the aforementioned postal address, or e-mailed to:

[policy@dgr.nsw.gov.au](mailto:policy@dgr.nsw.gov.au)

The final date for the receipt of submissions is Monday 18 February 2002.

**INCORPORATION OF PARENTS AND CITIZENS  
ASSOCIATIONS**

THE following associations are hereby incorporated under the Parents and Citizens Associations Incorporation Act, 1976.

1. Bald Face Public School Parents and Citizens Association
2. Baradine Central School Parents and Citizens Association
3. Kinchela Public School Parents and Citizens Association
4. Mannering Park Public School Parents and Citizens Association
5. Hernani Public School Parents and Citizens Association
6. Naradhan Public School Parents and Citizens Association

JOHN Watkins, M.P.,  
Minister for Education and Training

**LOCAL GOVERNMENT ACT 1993**

Hat Head Sewerage

Vesting of land in Kempsey Shire Council

THE Minister for Land and Water Conservation of the State of New South Wales, declares that the land described in the Schedule hereto, which was acquired for the purpose of the Hat Head Sewerage Scheme is vested in Kempsey Shire Council.

RICHARD AMERY, M.P.,  
Minister for Agriculture  
and Minister for Land and Water Conservation

**SCHEDULE**

**LAND**

Lot 1 in Deposited Plan 1028231 excluding thereout the Bed of Korogoro Creek being part R56146 Notified in Government Gazette of 11 May 1923 page 2253 (SB 55134).

DPWS Reference 127.

**PARLIAMENTARY ELECTORATES AND  
ELECTIONS ACT 1912**

Polling Places

PURSUANT to the provisions of section 84 (1) of the Parliamentary Electorates and Elections Act 1912 notice is given of the appointment of the polling place listed below in respect of the electoral district shown:

**APPOINTMENT**

HORNSBY

*HORNSBY EAST*

J. WASSON,  
Electoral Commissioner  
23 January 2002

State Electoral Office  
Level 20, 207 Kent Street  
Sydney 2000

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**THREATENED SPECIES CONSERVATION  
ACT 1995**

Notice of the Approval of the Recovery Plan for Giant Fern (*Angiopteris evecta*).

THE National Parks and Wildlife Service (NPWS), hereby gives notice of the approval of the Recovery Plan for the Giant Fern (*Angiopteris evecta*). Public notices will be published on 30 January 2002 in the Sydney Morning Herald, and also in The Tweed Daily News (Murwillumbah), Byron Shire Echo (Byron Bay) and the Northern Star (Lismore). The NPWS web site <[www.npws.gov.au](http://www.npws.gov.au)> will also have exhibition information including a full version of the recovery plan.

BRENDAN DIACONO,  
Acting Manager,  
Conservation Planning and Programs Division  
Northern Directorate

**DEPARTMENT OF LAND AND WATER  
CONSERVATION**

**BULK WATER PRICES**

from 1 October 2001

**INDEPENDENT PRICING AND REGULATORY TRIBUNAL  
OF NEW SOUTH WALES**

INDEPENDENT PRICING AND REGULATORY TRIBUNAL  
OF NEW SOUTH WALES

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DEPARTMENT OF LAND AND WATER  
CONSERVATION

BULK WATER PRICES

from 1 October 2001

**Determination No 3, 2001**

**December 2001**

**ISBN 1 877049 06 9**

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## 1 INTRODUCTION AND OVERVIEW

The Independent Pricing and Regulatory Tribunal of New South Wales (the Tribunal) regulates the charges that the Department of Land and Water Conservation (DLWC) levies for services relating to the delivery of bulk water to farmers, irrigators, industrial users and town water suppliers. The Tribunal's role is to set the maximum prices DLWC can charge for these services, in accordance with Section 11(1) of the *Independent Pricing and Regulatory Tribunal Act, 1992*. The Tribunal's Determination will formally apply to the Water Administration Ministerial Corporation which is administered by DLWC.

Over the last five years, DLWC has made significant changes to its structure and accounting processes, aimed at improving the efficiency and transparency of its operations and enabling the introduction of fully cost reflective pricing. These reforms - which have been driven partly by the Tribunal's 1996 review of pricing policies for water services in NSW and by the Council of Australian Government's 1994 Water Reform Framework - include the separation of its water delivery services from its resource management activities by establishing State Water as a separate business and accounting unit within DLWC.

During this time, the Tribunal has not been able to set a price path of more than two years. The main reason was that DLWC could not provide it with the sound basis for establishing and allocating costs that is required to move bulk water prices towards cost reflective levels. In its 2000 Determination, the Tribunal indicated that it would consider setting a three-year price path as part of its review for its 2001 Determination, subject to DLWC making sufficient progress in implementing its recommendations on further institutional reform and activity costing.

The Tribunal notes that DLWC still has considerable scope to further refine its structural separation and financial information. However, it believes that the costing information DLWC has provided - together with the reports of two consultants the Tribunal commissioned to review State Water's operating and capital expenditure and water resource management expenditure within DLWC and State Water - has given it a sufficiently sound basis for calculating costs.

The ACIL Consulting review of water resource management costs indicated to the Tribunal that the level of water resource management costs sought by DLWC in its submission is likely to be conservative. The application of an efficient planning process is likely to expand rather than contract requirements for water resource management expenditure. Having considered this proposition, along with submissions, the Tribunal has decided to allow the full sum of water resource management costs sought by the Department. Whilst this results in an increase in the total cost base to be recovered, the Tribunal was satisfied that the inclusion of these costs was both appropriate to enable cost reflective pricing and necessary to encourage efficient resource management.

The ACIL consultancy also provided the Tribunal with a framework for allocating these costs between users and the broader community which was adopted by the Tribunal for the Draft Report<sup>1</sup>. Having considered submissions received in response to the Draft Report the Tribunal has clarified some of the allocation principles proposed by ACIL and reconsidered the allocation of environmental and occupational health and safety compliance costs.

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<sup>1</sup> IPART, *Bulk Water Prices from 1 October 2001 Draft Report*, October 2001.

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The Tribunal has completed its review of the information provided by DLWC, consultants' reports and the input provided by other stakeholders, and made a Determination. It has decided to:

- set a three-year price path from 1 October 2001 to 30 June 2004
- adopt an 'impactor pays' approach to allocating costs between bulk water users and the broader community, which involves allocating costs to individuals or groups in proportion to the contribution they make to creating the costs or the need to incur the costs
- set a maximum price for each of DLWC's bulk water charges, and to increase these prices each year so that prices move closer to full cost recovery level by the end of the determination period, with full recovery of the current cost base achieved in the majority of regulated rivers
- cap the amount by which any individual price can increase at 20 per cent (real) per annum for water extracted from unregulated rivers and groundwater sources and 15 per cent (real) per annum for water extracted from regulated rivers
- allow DLWC to progressively introduce a two-part tariff structure on unregulated rivers that includes a fixed charge and a variable charge based on usage.

Because the current level of cost recovery varies between valleys, the prices in some valleys will increase by significantly less than the cap, particularly on regulated rivers, with users on the majority of these rivers facing real increases of 8.5 per cent per annum or less. The revised cost base and proposed prices will result in DLWC's overall level of cost recovery increasing from 61 per cent to 74 per cent during the determination period. For regulated rivers the overall level of cost recovery will increase from 81 per cent to 94 per cent during the determination period. However, it is likely that the total cost base will increase in future as the environmental impacts of water extraction become better defined.

The Tribunal has decided to accept DLWC's proposal to extend the two-part tariff structure to unregulated rivers because this structure emphasises consumption-based pricing, and thus will give users some capacity to manage their bulk water costs and encourage demand management.

This report discusses the Tribunal's Determination and the basis for its decisions in more detail:

- Chapter 2 outlines the review and price setting process the Tribunal followed to make the Determination and provides an overview of changes made between the draft and final reports.
- Chapter 3 assesses DLWC's progress since the 2000 Determination.
- Chapters 4, 5 and 6 explain the basis on which the proposed prices were set.
- Chapter 7 discusses the proposed maximum price for each charge.
- Chapters 8, 9 and 10 discuss the implications of these charges for DLWC, water customers and the environment.

## 2 THE TRIBUNAL'S REVIEW AND PRICE SETTING PROCESS

One of the Tribunal's primary considerations for this Determination is the need to set maximum prices for bulk water services that more adequately recover the costs DLWC incurs in providing these services, in line with a Government commitment to achieve full cost recovery for provision of bulk water. This commitment was made as part of the Council of Australian Governments' Water Reform Framework agreed in 1994.

In relation to bulk water, this Framework included a commitment to full cost recovery with prices set by a jurisdictional regulator, endorsement of consumption based pricing, full cost disclosure and institutional separation of service provision from water resource management, standards setting and regulatory enforcement.

The Tribunal recognises the importance of these commitments, particularly to ensure longer term environmental sustainability and economic efficiency. It recognises that it has an important role in defining what constitutes full cost recovery when it assesses and allocates costs. The cost base for bulk water has increased over time which, in part, is due to increasing recognition of the need for significant expenditure to better manage the bulk water system and mitigate its environmental impacts.

In setting prices the Tribunal is seeking to balance the need to implement these broader Government commitments with other important considerations, including the ability of bulk water users to absorb the price rises required to achieve full cost recovery and its own obligations under the IPART Act.

### *The review process*

To achieve this objective, the Tribunal has undertaken a detailed review and price setting process. The first step of this process was to seek input from a wide range of stakeholders. It invited DLWC to submit a proposal on the maximum prices it believes are necessary to recover its costs for providing bulk water and related services over the period from 1 July 2001 to 30 June 2004. It also invited bulk water users, environmental groups and members of the public to make submissions. A public hearing, where selected parties presented their views, and two regional workshops, where key stakeholders discussed the proposals, were also held.<sup>2</sup>

In addition, the Tribunal commissioned two consultants' reports, to review and supplement DLWC's pricing proposal and financial information. PricewaterhouseCoopers (PwC) and ACIL Consulting (ACIL) were asked to:

- assess the appropriateness of State Water's proposed operating and capital expenditures
- comment on State Water's processes for determining future infrastructure expenditures
- identify any potential efficiency improvements in State Water's capital and operating expenditures
- review the level of water resource management expenditure

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<sup>2</sup> The public hearing and workshops were held on 22 June, 29 June and 6 July 2001 respectively.

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**Independent Pricing and Regulatory Tribunal**

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- review the extent to which water resource management expenditure should be recovered from bulk water users.

The Tribunal's next step was to determine whether DLWC had made sufficient progress towards meeting the requirements set out in the last Determination to enable the Tribunal to set a medium-term price path. The Tribunal believes that although DLWC has only gone part way towards meeting these requirements, it has made reasonable progress in some of the key areas. In particular, it has provided the Tribunal with significantly improved financial information. The Tribunal is confident that this information - together with the consultants' reports - provide it with a sufficiently robust understanding of DLWC's and State Water's cost base to enable it to set a three-year price path.

Finally, the Tribunal used the information gained in the steps above to determine a maximum price for each bulk water charge. The key steps in this process were to:

- establish the total level of efficient costs DLWC and State Water will incur during the determination period in managing and operating the bulk water system
- allocate these costs to the users of bulk water and to the Government, to determine the total costs to be recovered from users through bulk water charges
- calculate the price increases required to achieve full cost recovery by 2003/04, and determine a transition path that will protect users from unreasonable price increases
- determine bulk water prices in line with the outcomes of these steps.

#### *Changes between the Draft and Final Reports*

The Tribunal released a Draft Report and invited further submissions. It received a significant number of responses which it has considered carefully. Consequently this Report varies from the Draft Report in the following areas:

- Renewals and compliance capital expenditure will be funded through annuities. A return on assets in addition to the return inherent in the annuity payments will not be included in the cost base (section 4.3).
- The legacy and impactor pays principles are discussed in greater detail. The Tribunal has adopted a narrower interpretation of legacy costs than that proposed by ACIL and used in the Draft Report (section 5.1).
- In light of the review of the legacy principle some compliance cost allocation ratios have been revised to increase the proportion of these costs met by extractive users (section 5.1.4).
- The charges for users on unregulated rivers who will move to a two part tariff have been revised to apply a consistent 60:40 ratio between entitlement and usage charges (section 7.2.3).
- The relative charges for high and (general) low security entitlements have been further considered. The Tribunal does not have sufficient information to set cost reflective prices across all valleys at this stage. However, because there is a clear cost disparity in the Peel Valley the Tribunal has determined to hold low security entitlement charges at current levels, in real terms, in the Peel Valley as an interim measure (section 7.1.1).

The net impact of these changes and some other minor adjustments is to decrease the total cost base for the bulk water related activities of DLWC from \$97.3m in the Draft Report to \$96.2m. The amount allocated to users has increased from \$62.4m to \$63.0m. Charges to extractive users are expected to yield \$40.4m in 2001/02 compared with \$40.7m anticipated in the Draft Report. By 2003/04 charges are anticipated to yield \$47.1m compared with \$46.2m anticipated in the Draft Report (see Figure 5.1).

Throughout the review process, the Tribunal has had regard to its obligations under the IPART Act and other relevant government policy and legislation. The IPART Act requires it to achieve an appropriate balance between a range of economic, social and environmental considerations (listed in Section 15 of the Act), which include:

- economic efficiency
- financial sustainability
- the promotion of competition
- equity
- environmental sustainability
- simplicity and transparency
- certainty and control of the costs of regulation.<sup>3</sup>

The Tribunal was also mindful of the fact that the new *Water Management Act 2000* will be implemented over the period of its price determination, and this is likely to have significant impacts on bulk water users and on the management of environmental issues related to the extraction of bulk water. The interaction of this Act and the Tribunal's Determination are discussed in Chapter 10.

The Tribunal appreciates the significant contributions made by stakeholders to this review and would strongly encourage the development of joint approaches, where possible, by stakeholder groups and the Department prior to the next Determination.

The Tribunal members who considered this Determination are Dr Thomas Parry (Chairman), Mr James Cox (Full-time Member), and Dr Warren Musgrave (Member).

Copies of all submissions, a transcript of the public hearing and the ACIL Consulting and PricewaterhouseCoopers reports can be viewed on the Tribunal's website at [www.ipart.nsw.gov.au](http://www.ipart.nsw.gov.au) and are available for inspection at the Tribunal's office.

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<sup>3</sup> The Section 15 requirements and the regard the Tribunal has had to these requirements are outlined in Appendix 2.

**Independent Pricing and Regulatory Tribunal**

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### **3 ASSESSING DLWC'S PROGRESS SINCE THE 2000 DETERMINATION**

In its 2000 Determination, the Tribunal set out some specific requirements that DLWC would need to meet before the Tribunal would consider setting prices for more than one year.<sup>4</sup> The most important of these was improved financial information that provided a rigorous and clearly defined cost base for bulk water delivery and water resource management from which the Tribunal could determine cost reflective prices.

The Tribunal has reviewed DLWC's progress, and recognises that it has not met all the requirements. However, the Tribunal believes that it does have sufficient information to enable it to make a determination for three years, and move prices towards cost reflective levels. The information DLWC has provided on its cost base is of a much higher quality than for previous determinations. In addition, the consultants commissioned by the Tribunal to investigate DLWC's costs and propose sound cost allocation principles have provided additional input that filled many of the remaining gaps.

This chapter summarises DLWC's progress on some of the key requirements, including the provision of information on the separation of State Water from the rest of DLWC, improved financial information, and improved levels of customer service.

#### **3.1 Separation of State Water**

While DLWC had established State Water as a separate business unit within DLWC at the time of the last Determination, it still had significant work to do to effectively separate State Water's role and responsibilities as bulk water supplier from DLWC's broader water management and regulator role. That work is ongoing, and the Tribunal expects that DLWC will issue State Water with an operating authority and a water access authority, effectively ring fence State Water's operations from the rest of DLWC and establish sound, transparent service agreements between State Water and DLWC.

##### **3.1.1 Issuing an operating authority and water access authority**

DLWC has made progress in developing operating and water access authorities for State Water which are intended to provide the framework for separating State Water's roles, responsibilities and accountabilities. These instruments are currently in draft form, and when finalised will require State Water to:

- make summaries of annual valley operating plans available to customers
- establish performance standards and an associated measurement and evaluation mechanism in consultation with Customer Service Committees (CSCs)
- establish, in consultation with CSCs, a Customer Service Charter that is to be reviewed annually
- maintain quarterly and annual financial reports in an auditable format and itemised performance against the Statement of Financial Performance
- prepare an annual report on each river operational system including performance against relevant IPART determinations or recommendations

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<sup>4</sup> See Appendix 6 for a complete list.

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**Independent Pricing and Regulatory Tribunal**

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- allow a financial audit of State Water to be conducted in accordance with the directions of the Director-General and recommendations contained in IPART Determinations
- develop a document of similar format to the Statement of Financial Performance to be used as an internal DLWC planning tool.

The Tribunal expects that the introduction and effective administration of these authorities will result in more transparent separation and further improvement in State Water's information provision.

### **3.1.2 Ring fencing State Water from DLWC**

DLWC believes that it has made satisfactory progress in ring-fencing State Water. It has established State Water as a separate business unit within its financial accounting system, and undertaken an extensive program<sup>5</sup> to ensure that State Water operates in an independent and clearly separate way from DLWC and is assessed in relation to its performance against financial and commercial targets.

Many stakeholders<sup>6</sup> are concerned about the method of separation, however, and believe State Water should be established as a separate legal identity. They believe that there are potential conflicts of interest between service provision and regulation, that there is a risk of costs being incorrectly allocated to State Water or DLWC, and of costs being double counted. The NSW Irrigators' Council<sup>7</sup> believes that the method of separation does not satisfy the COAG framework of accountability, increased efficiency and minimisation of conflicts of interest.

The Tribunal retains some concerns about the degree of separation achieved. However, it has decided it will monitor the effectiveness of the current arrangements over the determination period, and review this issue at the next Determination.

### **3.1.3 Establishing sound, transparent service agreements**

Critical for effective ring fencing is the existence of sound, transparent agreements for any service provision between related businesses. Ideally, the provision of these services should be subject to open tender so that customers can be confident that services of a particular standard are delivered at the lowest price. DLWC currently provides a range of services to State Water, only some of which are charged for by way of service agreements. DLWC considers<sup>8</sup> that none of these services can be substituted by those of a commercial service provider, although some customers dispute this.<sup>9</sup>

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<sup>5</sup> IPART, *Transcript of Public Hearing*, 22 June 2001, p 7 ([www.ipart.nsw.gov.au/transcri/GP220601.pdf](http://www.ipart.nsw.gov.au/transcri/GP220601.pdf)).

<sup>6</sup> See, for example, submissions from NSW Irrigators Council, Border Rivers Food and Fibre, Namoi Valley Water Users' Association Inc., Macquarie Customer Service Committee, Murray Customer Service Committee.

<sup>7</sup> See NSW Irrigators' Council submission, p 10.

<sup>8</sup> DLWC submission, Appendix 1, p 5.

<sup>9</sup> See for example submissions from NSW Irrigators Council and Lachlan Valley Customer Service Committee.



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**Assessing DLWC's progress since the 2000 determination**

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As part of its review of State Water's operating and capital expenditure, PwC examined DLWC's service agreement process. It found that the existing agreements for service provided by DLWC to State Water fall into two categories - those related to program activities (such as technical services for river gauging, surveillance surveys, and software application development), and those related to corporate support and shared facilities (including payroll services, legal services, and human resources management). However, not all the services supplied by DLWC are covered by service agreements at this stage. The process is still developing, and some agreements have not been signed.

PwC recommends that service agreements for all services provided by DLWC to State Water and vice versa should:

- include output performance measures and monitoring processes
- clearly identify costs related to outputs
- be subject to documented and agreed variations
- be signed
- be subject to market testing.

The Tribunal expects DLWC to quickly formalise and finalise the process of charging for services between DLWC and State Water. It also expects that, as State Water becomes more experienced in conducting its business, it will be able to seek tenders from and engage external service providers for some of the services currently provided by DLWC.

## **3.2 Financial information**

DLWC was required to provide a range of financial information including audited special purpose valley financial statements, and a copy of its current Total Asset Management Plan (TAMP).

### **3.2.1 Audited valley financial statements**

State Water now produces valley financial reports, which provide better quality financial information than that supplied for previous reviews. However, the valley financial accounts are still not independently audited. DLWC believes an independent audit cannot be carried out because the valley financial reports are not derived from separate sets of accounts. The Tribunal is aware that there are cost implications in setting up separate accounts for each valley, but it considers that further work needs to be done to ensure the integrity of the cost database. The Tribunal notes that, in discussions, ACIL commented that while State Water's process for recording information is sound, it is not consistently implemented across all valleys.

### **3.2.2 Total Asset Management Plan (TAMP)**

State Water has developed a TAMP, which provides a basis for its future asset management and hence asset related expenditure. PwC reports<sup>10</sup> that the current TAMP provides a more detailed assessment of State Water's forecast costs than has been available in the past, and probably provides a better assessment than is available from most other major headwork owners. It notes, however, that the TAMP is undergoing continuing revision.

Some customers<sup>11</sup> have also commented on this revision, and are concerned that it seems to translate into increases in costs. They are also concerned about the complexity of some of the methods used to calculate costs, such as the use of annuities. The Tribunal has also had concerns about what has been an uncertain and varying cost base, although it anticipates a greater degree of certainty following the PwC capital and operating expenditure review.

### **3.3 Customer service**

The Tribunal requested a range of information to show what progress DLWC had made in improving its customer service standards, including:

- consulting with user groups and other stakeholders
- reviewing and improving the billing system
- establishing a protocol for dealing with customer complaints
- establishing a Customer Service Charter; and
- conducting a customer satisfaction survey.

#### **3.3.1 Consultation**

At the time of the last Determination, State Water had already established customer service committees (CSCs) made up of representatives of bulk water customers in individual valleys to provide it with advice on issues such as service levels and asset management priorities. However, some customers were concerned about how effective the CSC could be in influencing costs and service levels. Twelve months later, these concerns remain. The Tribunal received several submissions from CSCs, in which they complained about a lack of information, late arrival of financial information, and lack of consultation over costs and service levels.

The Tribunal is concerned that the objective of the CSCs - to enable stakeholders to influence decisions about how bulk water services are delivered in their valley - may not be realised. The Tribunal expects that in meeting the obligations set out in its Operating Authority and Access Authority, State Water will better manage its consultation with CSCs in the period up to the next Determination.

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<sup>10</sup> PricewaterhouseCoopers, *Review of Capital and Operating Expenditure in the New South Wales Department of Land and Water Conservation's State Water Business*, July 2001, p 82.

<sup>11</sup> See, for example, submission from NSW Irrigators Council.

### **3.3.2 Billing system**

State Water has made several improvements and changes to its billing system, including having an audit conducted by the NSW Auditor General. These appear to have been effective, as few stakeholders mentioned billing problems in submissions to the current Determination. However, the Tribunal will look at this issue again at the time of its next Determination, when it expects DLWC will have undertaken customer surveys that will give the Tribunal a better view of customer perceptions of the new billing system.

### **3.3.3 Protocol for dealing with customer complaints**

DLWC has a customer complaint handling system which includes a protocol for staff to follow when handling and logging complaints. State Water has a complaints procedure which is currently under review with a view to enable electronic registration of complaints.

### **3.3.4 Customer surveys and customer service charter**

The Tribunal notes that DLWC has not conducted a customer survey since 1999, but intends to do so in June 2002. It also notes that DLWC has not completed negotiating a customer service charter with CSCs, but that such a charter is being developed. The establishment and annual review of this charter has also been included in State Water's draft operating authority.

**Independent Pricing and Regulatory Tribunal**

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#### 4 ESTABLISHING DLWC'S EFFICIENT COST BASE

The first step in determining maximum prices for bulk water services for this Determination was to assess the efficient costs of DLWC's water operations and water resource management activities. To do this, the Tribunal examined estimates of these costs submitted by DLWC<sup>12</sup>, together with the reviews of these estimates it commissioned from PricewaterhouseCoopers (PwC) and ACIL Consulting (ACIL) and stakeholder submissions. The Tribunal concluded that the total efficient annual cost base for the period 2001/02 to 2003/04 is \$98.4m per annum (expressed in 2001/02 dollar values), which is 6.1 per cent less than DLWC's estimate of \$104.9m. The Tribunal then subtracted the estimated savings resulting from the implementation of *A New Tax System (Goods and Services Tax) Act, 1999* (ANTS)<sup>13</sup>, to arrive at an annual total cost base of \$96.2m. In the remainder of the report, all values presented are in 2001/02 dollars and after deducting ANTS savings, unless otherwise stated.

Table 4.1 summarises the Tribunal's revisions to DLWC's estimate of total costs for the NSW bulk water system. This system is the responsibility of the DLWC with bulk water delivery the primary responsibility of State Water, a business unit of the Department, with the latter also having broader responsibility for managing the system and its water resources. The balance of this chapter discusses these major components of this total cost figure - operating costs, water resource management costs and capital costs.

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<sup>12</sup> To arrive at this estimate, DLWC took its 1999/2000 actual costs, then subtracted an amount for efficiency savings and added an amount for costs which it argues should be part of the operational costs recovered. These 'additional' costs are largely related to water resource management. The efficiency savings are not forecast productivity improvements per se, but rather are the unachieved portion of the savings required in the 1998 determination. The additional costs result from several factors, including higher levels of resource management, some reclassification of costs (from annuity capex to routine (asset maintenance) opex), implementation of TAMP, etc.

<sup>13</sup> This savings estimate was based on the Econtech model, which has been widely used by regulators, business and government, to assess GST impacts.

## Independent Pricing and Regulatory Tribunal

**Table 4.1 Total efficient costs of the NSW bulk water system  
(Post ANTS 2001/02 \$'000 constant for each year of the pricing period)**

Costs	DLWC's estimate	Tribunal's revised estimate
<b>Operating and maintenance</b>	<b>33,011</b>	<b>29,925</b>
<b>Water resource management</b>	<b>41,251</b>	<b>41,251</b>
<b>Capital</b>		
State Water renewal annuity	6,534	5,496
State Water compliance annuity	10,607	11,469
MDBC renewal annuity	5,793	3,777
MDBC compliance annuity	-	2,690
DBBRC annuity	83	83
Depreciation	1,556	1,556
Return on assets	3,709	-
<b>Total capital</b>	<b>28,282</b>	<b>25,073</b>
<b>Total costs</b>	<b>102,544</b>	<b>96,248</b>

## Notes:

1. The costs have been indexed to real 2001/02 values using CPI for the 8 Capital Cities and IPART's forecast CPI of 3.0 per cent.
2. Totals may not add up due to rounding.
3. All values in this table including those submitted by DLWC have been adjusted for ANTS savings.

## 4.1 Operating costs

Operating and maintenance costs are those that relate to the daily operations and administration of DLWC's bulk water business. After considering DLWC's estimate of these costs and PwC's review of this estimate, the Tribunal has concluded that the DLWC estimate could be reduced by around 9 per cent. As a result, it has decided to assess operating and maintenance costs as \$29.9m per annum.

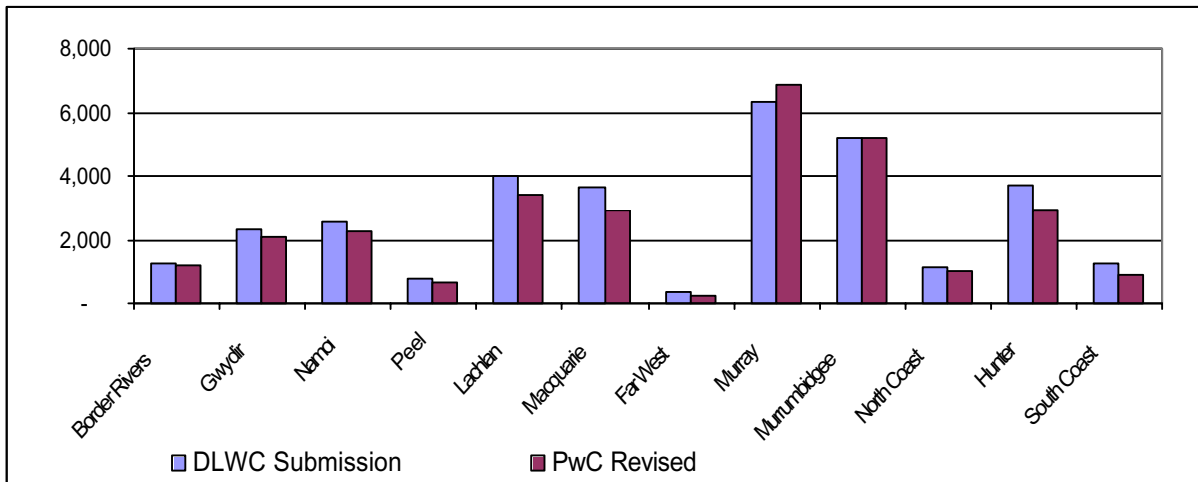
### 4.1.1 DLWC's estimate

DLWC estimated its operating and maintenance expenditure to be \$33.0m. This amount includes operating costs related to State Water, the Murray-Darling Basin Commission (MDBC) and the Dumaresq Barwon Border River Commission (DBBRC). While the costs related to DBBRC are very small, those estimated for MDBC are significant, at \$7.9m.

### 4.1.2 PwC's review

PwC examined the operating and maintenance costs included in DLWC's estimate at a detailed, sub-product level. PwC recommended a net reduction in total operating and maintenance costs of \$3.1m per annum, or around 9 per cent. This reduction resulted from removing costs that should not be included as operating and maintenance costs, scaling down proposed costs to benchmark levels, and identifying areas for efficiency improvements.

Figure 4.1 Operating Costs (Post ANTS 2001/02 \$'000)



PwC's recommended adjustments in operating costs vary from valley to valley as shown in Figure 4.1. In some valleys it has recommended reductions higher than the overall 9 per cent, while in other valleys it has recommended increases.<sup>14</sup>

After considering PwC's report and the arguments raised in submissions, the Tribunal has accepted PwC's revisions to DLWC's operating costs, as shown in Table 4.2. The Tribunal recognises that the industry is in the process of reform brought on by the introduction of the new Water Management Act which will continue for some years as the Act is progressively implemented.<sup>15</sup> At the next review, DLWC's operating costs are likely to be reviewed again in the light of ensuing developments in the industry. Therefore the costs allowed in this Determination should not necessarily be regarded as the benchmark efficient costs for the longer term.

Table 4.2 Revised operating costs (Post ANTS 2001/02 \$'000)

	DLWC estimate	Revised estimate	Difference
Regulated	29,708	26,736	-2,972
Unregulated	2,706	2,598	-108
Groundwater	596	591	-6
<b>Total</b>	<b>33,011</b>	<b>29,925</b>	<b>-3,086</b>

Note:

1. The values in the table refer to operating costs after exclusion of efficiency savings and the inclusion of proposed additional costs.

<sup>14</sup> For full details of the operating costs, please refer to the PwC report *Review of Capital and Operating Expenditure in the New South Wales Department of Land & Water Conservation's State Water Business*.

<sup>15</sup> See Chapter 10 (p 65) for an overview of the *Water Management Act 2000*.

## 4.2 Water resource management costs

Water resource management (WRM) costs are those incurred by DLWC to manage river and ground water systems. There was some debate among stakeholders about what WRM costs should be considered for this Determination. ACIL's review of the WRM costs commented that:<sup>16</sup>

...the water resource management costs tabled by DLWC in its submission are almost certainly conservative in the sense that continued application of an efficient planning process is likely to expand rather than contract the expenditure items, possibly quite substantially...

After considering the various views expressed on this issue, together with DLWC's estimate of its WRM costs and ACIL's review of this estimate, the Tribunal has accepted the DLWC estimate of \$41.3m per annum.

### 4.2.1 WRM costs considered for this Determination

The term WRM is very broad, and can include a wide range of activities. WRM costs can be operating costs or capital costs or both. The Tribunal's main issue for this Determination was to isolate which WRM costs DLWC should recover in its bulk water prices. The Tribunal concluded that WRM costs are costs that are:

- made necessary as a consequence of extractive water use activities, including construction and operation of dams, weirs, pumps, etc
- concerned directly with the hydrology of the NSW surface and groundwater systems
- not justified by the benefits they provide to current and future extractive users alone.

Environmental groups and NSW Fisheries argued that WRM costs incurred by agencies other than DLWC, such as NSW Fisheries, should also be included as part of the assessment of the 'full cost' of the bulk water services and recovered from users. However, it is beyond the scope of the Tribunal's review to evaluate WRM costs that may be incurred by other agencies. An extension of the Tribunal's role to include evaluation of the costs of other agencies in the cost base used for bulk water price setting would be a matter for Government.

### 4.2.2 DLWC's estimate

DLWC estimated its WRM costs to be \$41.3m per annum. This estimate only includes operating costs relating to WRM. Capital costs incurred may serve several purposes including WRM, occupational health and safety and bulk water delivery but any WRM component of these costs has not been separately identified. They have therefore been included in the Tribunal's amended capital costs as outlined below.

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<sup>16</sup> ACIL, *Review of Water Resource Management Expenditure in the NSW Department of Land and Water Conservation and State Water Business*, p vii, 2001.



**Table 4.3 DLWC estimate of non-capital WRM costs (Post ANTS)**

	2001/02 \$'000
Regulated	19,324
Unregulated	14,432
Groundwater	7,494
<b>Total</b>	<b>41,251</b>

#### 4.2.3 ACIL's review

ACIL commented that the ongoing water reform process and the introduction of the *Water Management Act, 2000* will affect DLWC's WRM costs, and that the full impact of these changes are not yet known. (For example, the new Act requires DLWC to introduce new systems and procedures, and the cost impact of this is not fully known.) Hence estimating efficient WRM costs for the current review period is an inherently uncertain process. In this context, ACIL recommends that the Tribunal approve the DLWC estimate of WRM costs for this pricing Determination, which they note is likely to be conservative.

Submissions received by the Tribunal have argued that the appropriate level of WRM expenditure is higher and should be determined following scientific research to establish base line data and the definition of environmental service standards.<sup>17</sup> The Tribunal recognises that our understanding of the environmental consequences of water extraction is likely to continue to improve and this, combined with current changes in the industry, make it difficult to forecast efficient levels of WRM costs at this stage. For this reason the Tribunal has accepted DLWC's submission and ACIL's recommendation and allowed the full amount sought for WRM in the cost base.

### 4.3 Capital costs

Capital costs charged to users include recovery of the capital expended by DLWC (depreciation or equivalent) and a return on capital. Alternatively, users may fund capital expenditure directly. It is unreasonable for users to be charged a rate of return on funds which they have contributed.

DLWC charges for long-lived assets by estimating capital expenditure over a thirty year period and then converting these amounts into an annuity. These annuity payments form part of the cost base used to determine bulk water charges. The annuity payments include capital and interest components that will fund directly the capital expenditure when it is incurred.

<sup>17</sup> Submission in response to Draft Report jointly prepared by World Wide Fund for Nature, Australian Conservation Foundation, Nature Conservation Council of NSW and Inland Rivers Network, 9<sup>th</sup> November 2001.

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As part of its review of the operating and capital expenditure proposed by DWLC, PwC carried out an assessment of capital costs which includes:

- detailed review of the capital projects in the State Water Total Asset Management Plan (TAMP), reviewing the timing, necessity and reasonableness of the expenditure proposed in the TAMP
- review of the portion of the Murray Darling Basin Commission's (MDBC) capital costs included by DLWC
- review of the portion of the Dumaresq Barwon Border Rivers Commission (DBBRC) capital costs included by DLWC.

The Tribunal has examined PwC's detailed review of DLWC's capital expenditure program. After careful consideration the Tribunal has accepted PwC's recommendations for changes in the components of this capex program – both in the quantity and timing of expenditure. These changes reduce the total capital costs included in the cost base from \$28.3m to \$25.1m per annum. The Tribunal also believes the allocation and timing of expenditure in the revised capex program is more realistic.

Table 4.4 below shows DLWC's estimated capital cost base. It excludes capital costs for capacity enhancements where DLWC and users have negotiated directly their respective cost shares. The rest of this section explains the revisions the Tribunal made to this base, in line with PwC's recommendations.

**Table 4.4 Updated DLWC estimate of capital cost (Post ANTS 2001/02 \$'000)**

	Capital expenditure				Depreciation Charges	Return on Capital	Total
	State Water Renewals Annuity	State Water Compliance Annuity	MDBC Assets Renewals Annuity	DBBRC Asset Annuity			
Regulated	6,401	10,595	5,793	83	82	3,645	26,599
Unregulated	132	12	-	-	-	65	209
Groundwater	-	-	-	-	1,474	-	1,474
<b>Total</b>	<b>6,534</b>	<b>10,607</b>	<b>5,793</b>	<b>83</b>	<b>1,556</b>	<b>3,709</b>	<b>28,282</b>

Note:

1. The Groundwater depreciation charges were subsequently revised from \$0.9m in the original submission to \$1.5m. The \$0.9m was current at the submission date, but subsequently an updated version of the asset data was attained. This higher value of \$1.5m was reviewed by the consultants.

#### 4.3.1 Capital expenditure (capex)

PwC derived DLWC's estimate of capital expenditure over the next 30 years from its TAMP. PwC commented that the current TAMP provides a far more detailed assessment of DLWC's projected capex than has been available in the past.<sup>18</sup> Nevertheless, PwC found inconsistencies in how DLWC allocated costs to the areas of renewals, compliance and enhancements in the TAMP, and identified some areas where inadequate expenditure had

<sup>18</sup> PwC, *Review of Capital and Operating Expenditure in the New South Wales Department of Land & Water Conservation's State Water Business*, 2001 p 82.

been allowed. Its assessment concluded that revisions to DLWC's capex, particularly compliance capex, are needed in order to meet safety standards.

PwC revised the 30 year capital expenditure program to a level higher than proposed by DLWC. This was mainly a result of increasing compliance capital expenditure, and the inclusion of a component for compliance in MDBC costs. These are discussed below. Generally the Tribunal has adopted the revised capital expenditure numbers from PwC. The Tribunal intends, as part of its next bulk water review, to compare DLWC's actual capital expenditure with the amounts allowed for in this Determination. Note that the total capital expenditure used in the Determination is slightly higher than in the Draft Report and in PwC's published report. This is due to the use of an updated version of the TAMP, which was analysed by PwC and used by ACIL (after PwC's changes) in the analysis of user shares (see Chapter 5).

DLWC capex is broken up into the following major areas, which are discussed separately below:

- State Water's renewals works on dams, regulators and weirs to ensure the continuation of the function/services.
- State Water's compliance capital expenditure on dams, regulators and weirs incurred to ensure that the assets and operations meet relevant safety, environmental and technical standards set by various regulatory bodies.
- State Water's enhancement capital expenditure to augment the assets to increase their capacity.
- MDBC and DBBRC capital expenditure - these two organisations are inter jurisdictional bodies, set up to manage rivers systems bordering VIC, NSW and SA (MDBC) and QLD and NSW (DBBRC).

#### *State Water renewals capex*

Renewals capex relates to expenditure incurred to refurbish existing structures, or to replace them at the end of their useful life, so that the organisation retains the same service capacity. State Water's renewals capex is categorised according to the major asset type it relates to - either dams or regulators and weirs:

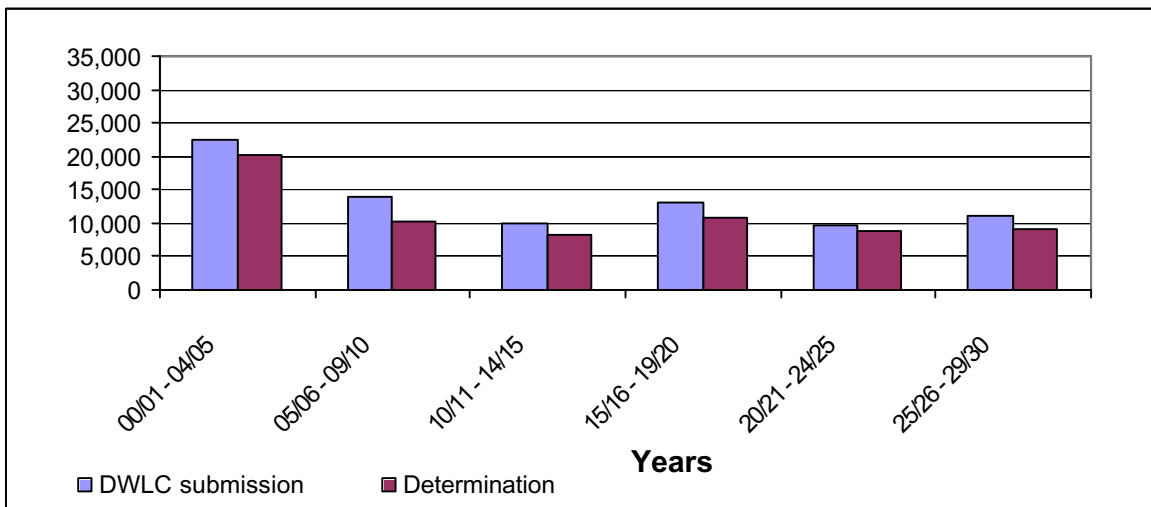
- **Dams.** A recent review of State Water's dams found that past maintenance was inadequate, and that the dams have deteriorated significantly. To rectify this, DLWC plans an intensive program of renewal works for dams in the coming few years. While PwC believes this expenditure is justified, it is concerned that the current TAMP may not include sufficient renewals capex in later years. This could result in another increase in renewals at the start of the next 30 year cycle of the TAMP. However, because increasing renewals capex in the later year will have only a small impact on the renewals annuity for this determination period, PwC did not recommend adjusting the capex forecast.
- **Regulators and weirs.** PwC believes the renewal expenditure for these assets is generally sufficient. However, it is concerned with the overall lower than expected levels allocated to major periodic maintenance/rehabilitation. In addition, some stakeholders commented on the large capital expenditures planned for the first five years of the TAMP. PwC comments that this expenditure is required due to inadequate maintenance in the past. The Tribunal notes that it is important that CSCs

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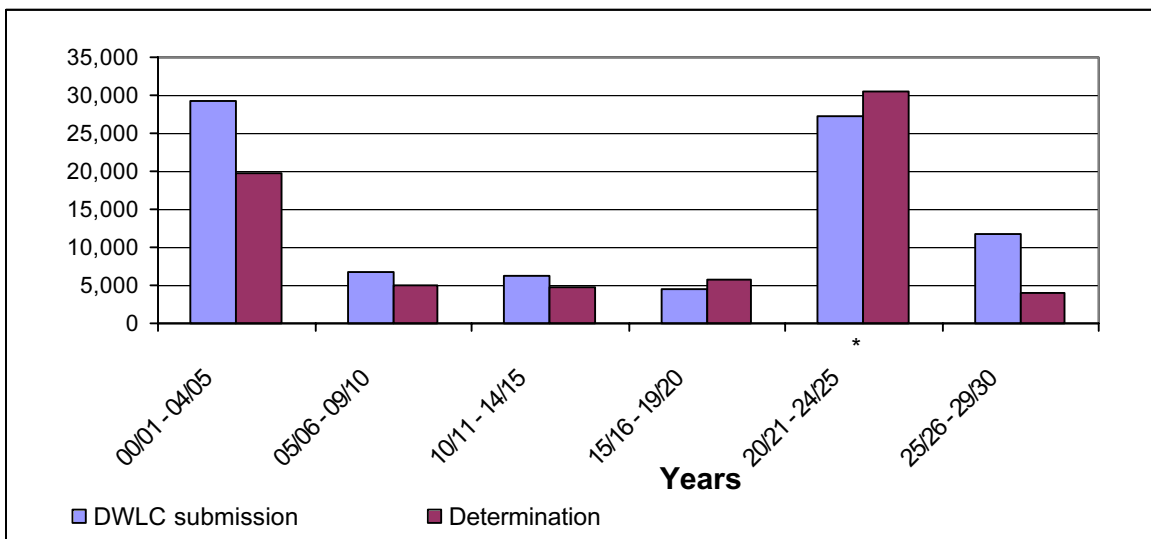
and other stakeholders ensure that State Water’s maintenance program is implemented.

As Figures 4.2 and 4.3 show, PwC’s revised estimate of renewals capex is lower than the estimate included in DLWC’s submission. The main reasons for this are that PwC amended some costs and deferred the timing of some projects to future years. Additionally, PwC assessed a revised version of the TAMP which included lower costs.

**Figure 4.2 Dam renewals capex - DLWC estimate compared to Tribunal’s revised estimate (2001/02 \$’000)**



**Figure 4.3 Regulator and weir renewals capex - DLWC estimate compared to Tribunal’s revised estimate (2001/02 \$’000)**



Note:

\*Allocation for 2020/21 - 2024/25 period includes allowance for replacement of Berembled Weir and Regulator.

*State Water compliance capex*

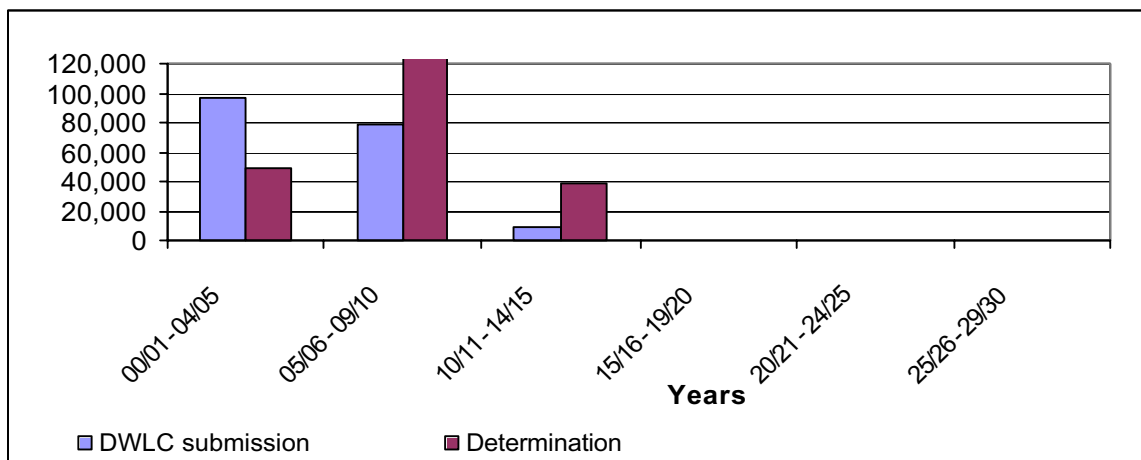
Compliance capex aims to ensure that an organisation's assets and operations meet the standard requirements set down by various authorities. It differs from renewal capex in that it increases an asset's functionality, whereas renewals capex merely maintains its current capacity and quality. As a result of its review, PwC has recommended significant changes to the timing and quantity of State Water's compliance capex:

- **Dams.** As Figure 4.4 shows, PwC recommends increasing the overall amount of compliance capital expenditure. This is largely to enable State Water to undertake more dam upgrades, so it can meet new guidelines in relation to floods and seismic activities. PwC also recommends adjusting the timing of this expenditure, extending it further into the future, as it believes that the current timetable in the TAMP is not achievable.

PwC also notes that more compliance capex on dams may be needed to address environmental impacts associated with extraction - for example to mitigate thermal pollution, create fishways and improve environmental flows - than is allocated by DLWC. However, because the available information was insufficient to estimate how much additional expenditure is required to offset environmental damage caused by water extraction, PwC did not recommend adjusting DLWC's compliance capex at this time. The Tribunal is aware that NSW Fisheries is working with DLWC to clarify the likely necessary expenditure and an increased compliance annuity may be required.

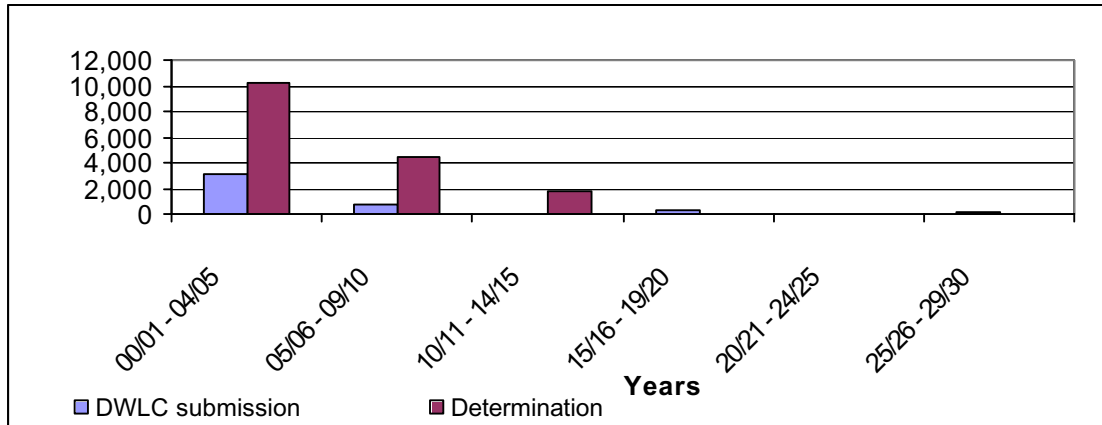
- **Regulators and weirs.** Most of the compliance capex DLWC allocated to State Water's regulators and weirs is to improve fishways and upgrade drop boards<sup>19</sup> (for OH&S reasons). NSW Fisheries has argued for more fishways to be constructed on these river structures. PwC notes that DLWC's program in this area is unlikely to satisfy NSW Fisheries and proposed an increased allocation for this purpose. Additionally PwC recommends reallocation of additional expenditure from the Renewals/Replacement category in DLWC's submission into the OH&S Compliance category - principally for drop board upgrades. This is reflected in Figure 4.5.

**Figure 4.4 Dam compliance capex - DLWC estimate compared to Tribunal's revised estimate (2001/02 \$'000)**



<sup>19</sup> Drop boards are structures on dams which may be raised or lowered to moderate the flow of water through the dam. Drop boards can be either manually operated or automated.

**Figure 4.5 Weir and regulator compliance capex - DLWC estimate compared to Tribunal's revised estimate (2001/02 \$'000)**



#### *State Water's enhancement capex*

The major enhancement capex included in DLWC's TAMP is the off-creek storage on Lake Mejum in the Murrumbidgee Valley. This project has been on the drawing board for the last 20 years, and has recently been the subject of renewed interest. However, its capital costs will be recovered directly from the users, not through this Determination (the price is to be negotiated at the inception of the project). It therefore falls outside this bulk water review, and is not included in the Tribunal's capex estimate.

#### *MDBC and DBBRC capex*

MDBC capital costs are shared between the NSW, Victorian, South Australian and Commonwealth governments. The Commonwealth Government pays 25 per cent of the capital costs, while the states pay a set proportion of the remaining 75 per cent in line with their share of operating costs (with NSW paying 40 per cent, Victoria 36 per cent and SA 24 per cent).

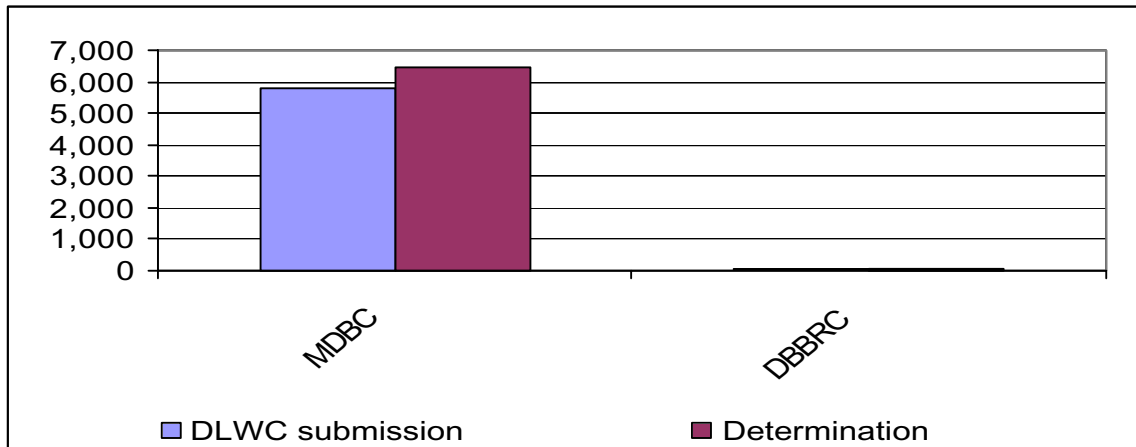
DLWC included a \$5.8m annuity for MDBC renewals capex in its estimate of capital costs. PwC recommends this amount be reduced to \$3.8m, in order to:

- take into account the Commonwealth Government's 25 per cent share of capital costs, which DLWC had not allowed for (thereby overstating NSW's share)
- exclude Hume Dam remedial works which have largely been completed
- convert the 100 year MDBC annuity to a 30 year annuity, in line with DLWC
- reallocate \$0.3m of renewals capex, which it believes is more appropriately allocated to the DLWC product dealing with salinity strategies.

DLWC did not include an annuity for MDBC's compliance capex. In its review, PwC have found that compliance capex is being incurred in relation to MDBC and recommends that an amount of \$2.7m be included to cover these costs.

DLWC included a small annuity for DBBRC's capex, which has remained unchanged.

**Figure 4.6 Comparison of DLWC's submitted MDBC and DBBRC annuities and the Tribunal's revised annuities (Post ANTS 2001/02 \$'000 pa)**



Note:

1. The MDBC annuity under DLWC's submission was \$5.8m (post ANTS) renewals annuity. Under the revised annuities, the MDBC capex is made up of \$3.8m (post ANTS) renewals and \$2.7m (post ANTS) compliance annuities.

### 4.3.2 Capital charge

#### *The existing asset base*

The Tribunal expressed its view in 1996<sup>20</sup> that it believed that many of the rural water infrastructure assets were put in place in the late nineteenth and early twentieth century because it was a government priority at the time to expand agriculture and rural development. Water prices had until recently contained substantial subsidies and there was never any stated intention by governments across Australia to fully recover these charges. This changed in 1994 when governments determined to implement plans to eventually recover the full economic costs of bulk water service.

The Tribunal does not believe that irrigators, originally attracted into agriculture by the provision of heavily subsidised infrastructure, should now be expected to pay commercial returns on assets that would not have been put in place if subjected to commercial scrutiny.<sup>21</sup>

The Tribunal decided to draw a 'line-in-the-sand' and determine that all water assets put in place prior to 1 July 1997 should not be included in the asset base for pricing purposes. This means that users will not be charged depreciation or a rate of return on pre 1997 expenditure.

However the Tribunal did state and reiterates its view that all new expenditure, including renewal and compliance expenditure, post 1997 that is attributed to users will attract commercial rates of return.<sup>22</sup>

<sup>20</sup> IPART, *Bulk Water Prices - An Interim Report*, October 1996, pp 55-56.

<sup>21</sup> Ibid, p 57 (Recommendation 5.4).

<sup>22</sup> Ibid, p 57 (Recommendation 5.5).

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*New capital expenditure*

There are two main methods through which DLWC can undertake new investment.

1. Pay for the work out of their own funds and charge a rate of return and depreciation on that work once the work has been undertaken.
2. Pay for the work through an annuity charged to users that has the discount rate set at DLWC's cost of capital. In this case the users will pay for the capital works by making the annuity payments.

The Tribunal considers that using renewals annuities is the most appropriate approach for long-lived, bulk water assets that need to be maintained, refurbished and/or replaced over time. This method involves estimating an organisation's future capital needs for renewal/refurbishment over a set time horizon, then calculating this as an annuity (or annual amount) that needs to be recovered from users or government to ensure that sufficient funds are available to meet these needs. Thus, the necessary revenue allocation or collection is 'smoothed' although expenditure of these funds may vary significantly from year to year. Short-lived assets that have a market value can be depreciated in the usual way.

*Depreciation charges*

DLWC included depreciation charges of \$1.556m (post ANTS) to cover the capital costs of assets for which the annuity approach is not appropriate.<sup>23</sup> Examples include depreciation on ground water monitoring bores and non-infrastructure assets like mobile plant and equipment. The Tribunal included this amount in its assessment of capital costs.

**4.3.3 Return on assets***Return on Assets*

In the Draft Report the Tribunal proposed a rate of return on post 1997 assets of 5 per cent. However, the Tribunal was persuaded by DLWC's submission<sup>24</sup> in response to the Draft Report and subsequent representations that the rate of return should better reflect the cost of capital of a stand alone bulk water business. The Tribunal is not convinced that this would be any higher than 7 per cent in real terms. The Tribunal has therefore decided to allow a 7 per cent real return. The Tribunal will review this rate at the next Determination in the light of new information and changed commercial rates.

*No Separate Return on Assets beyond Annuity Charges*

The Tribunal, in the Draft Report, proposed allowing a rate of return on assets funded through the renewals annuity in addition to the annuity payments. After receiving submissions from user groups in response to the Draft Report the Tribunal modelled both the annuity and direct investment with subsequent charges for return on asset and depreciation. The Tribunal is satisfied that they are the same in net present value terms and as such an additional return on assets above annuity payments would amount to double charging.

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<sup>23</sup> These include assets that do not have to be replaced, have a ready market, are short lived, or provide surplus capacity. DLWC has many of these 'depreciable assets' within its Groundwater and Regulated river operations.

<sup>24</sup> DLWC submission, p 6.



*Compliance Annuity*

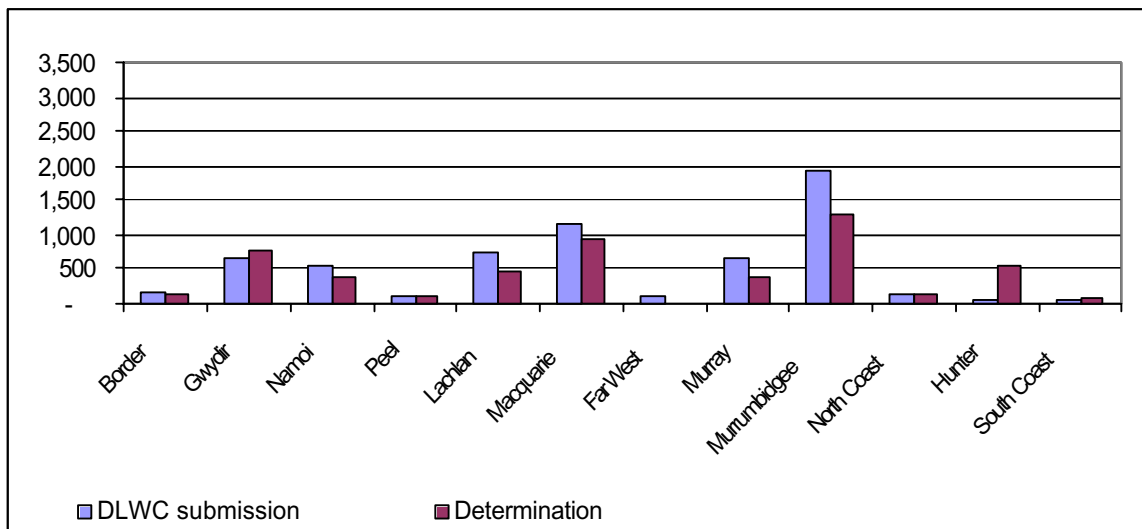
After reviewing the structure and function of renewals and compliance annuities the Tribunal has determined to treat all annuities in the same manner. That is all annuities will have a 7 per cent discount rate. The Tribunal has decided that where it needs to exercise its judgement in relation to the amount to be recovered from users it will do this through the allocation of costs between Government and users rather than through differential interest or discount rates.

**4.3.4 State Water's renewals and compliance annuities**

State Water submitted renewals and compliance annuities for regulated and unregulated rivers only. These annuities were based on the capital expenditure program outlined in its TAMP and calculated over a 30-year time horizon based on a discount factor of 7 per cent. Therefore, the adjustments the Tribunal has made to this capital expenditure program (discussed in section 4.3.1) need to be reflected in these annuities.

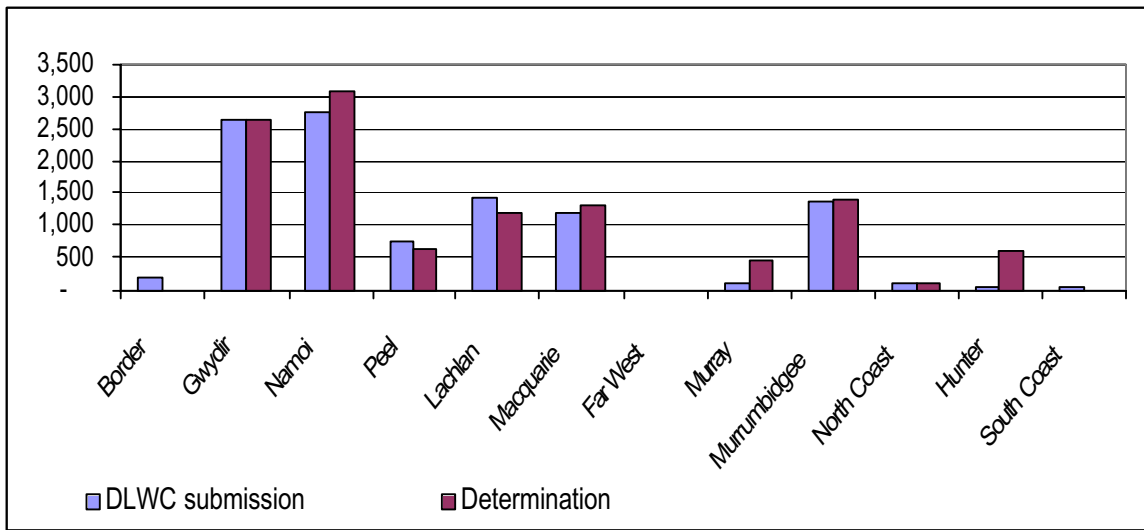
Figures 4.7 and 4.8 compare DLWC's submitted annuities with the Tribunal's revised annuities for each valley. The figures show that although the Tribunal has increased compliance capex significantly, because it has also 'postponed' substantial elements of this expenditure the net effect on the compliance annuity over the determination period is minimal. They also show that the annuities differ significantly across valleys. This is due to the different characteristics (and hence the required capital expenditures) of each valley.

**Figure 4.7 Regulated renewals annuity (Post ANTS 2001/02 \$'000 pa) - DLWC submitted compared to Tribunal's revised**



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**Figure 4.8 Regulated Compliance Annuity (Post ANTS 2001/02 \$'000 pa) - DLWC submitted compared to Tribunal's revised**



## 5 COST ALLOCATION

The second key step in the Tribunal's price setting process was to determine what portion of the total efficient cost base should be allocated to the users of bulk water (and therefore recovered in bulk water charges) and what portion should be allocated to the Government (and therefore borne by the community). This issue arises because the costs incurred by DLWC in managing the rivers, dams, weirs and other parts of the NSW bulk water system are not related exclusively to bulk water delivery. For example, some of these costs are incurred to meet other needs, such as environmental protection, flood mitigation and navigation. In addition, some current and future costs relate to past practices and activities. The inclusion of these 'legacy' costs in today's prices may distort the signal to users of the current and future cost of providing bulk water services.

The Tribunal commissioned ACIL, as part of its review of DLWC's water resource management expenditure, to review the existing approach to cost allocation and recommend an appropriate way forward. It also asked ACIL to review the current basis for allocating NSW's share of MDBC water resource management costs.

### *Allocation between Government and users*

The Tribunal has carefully considered ACIL's recommendations to revise the basis for total cost allocation by adopting an 'impactor pays' approach and excluding 'legacy costs' from current charges. It has also carefully considered the substantial comments received from key stakeholders about ACIL's suggested approach. In the light of persuasive argument about the classification of legacy costs, and the practical application of an impactor pays approach, it has decided to modify the allocation principles recommended by ACIL and reflected by the Tribunal in the Draft Report.

The impact of this review is on the allocation of 'compliance' capital costs incurred to ensure structures comply with occupational health and public safety standards and environmental standards. For this Determination, these costs will be allocated equally to the Government and to users. Prior to the next Determination the Tribunal will review, in consultation with stakeholders, the allocation of these and other compliance capital costs.

### *Allocation of MDBC costs*

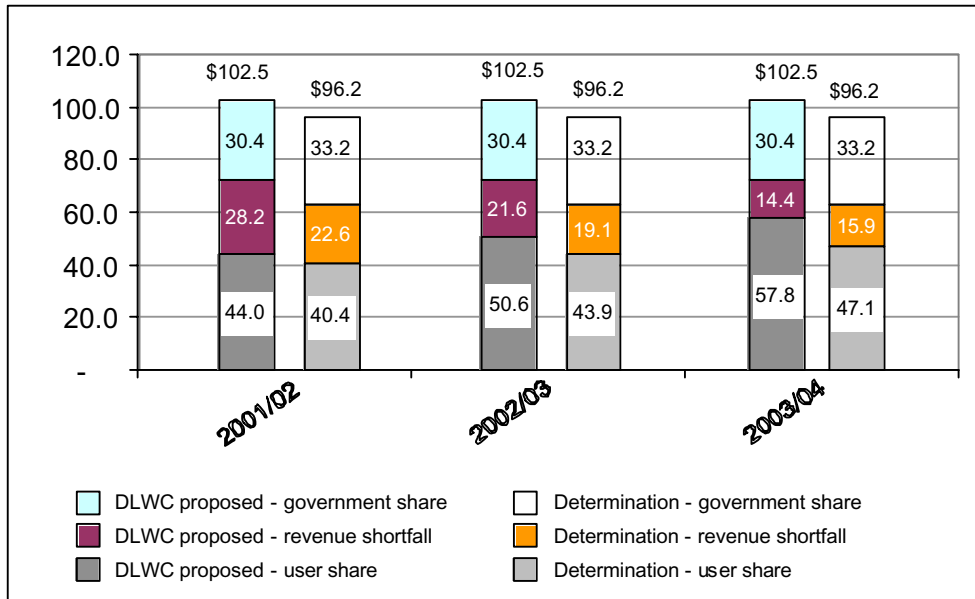
The Tribunal is concerned that neither of the methods for allocating MDBC water resource management costs suggested by ACIL or DLWC is sufficiently robust. DLWC proposed that the Murray be charged the bulk of these costs, as this is where the money is spent. ACIL proposed that the costs be charged to each valley in proportion to the amount of water extracted. ACIL used water extraction as a proxy for the impact of usage and the need to incur water resource management costs.

For the purposes of this Determination, the Tribunal has decided to allocate half the MDBC water resource management costs in the manner proposed by DLWC and half on the basis of relative long-term extractions from the Murray and Murrumbidgee only. This is a transitional approach in the absence of better information.

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Figure 5.1 compares the DLWC proposed and Tribunal final cost allocations over the period of this Determination. It illustrates for each year the total cost base, the allocated Government share and the allocated user share. The gap or balance represents the shortfall which will be also be met by the Government until prices enable full recovery of the allocated user share.

**Figure 5.1 Comparison of proposed total cost allocations to bulk water users (Post ANTS 2001/02 \$'000)**

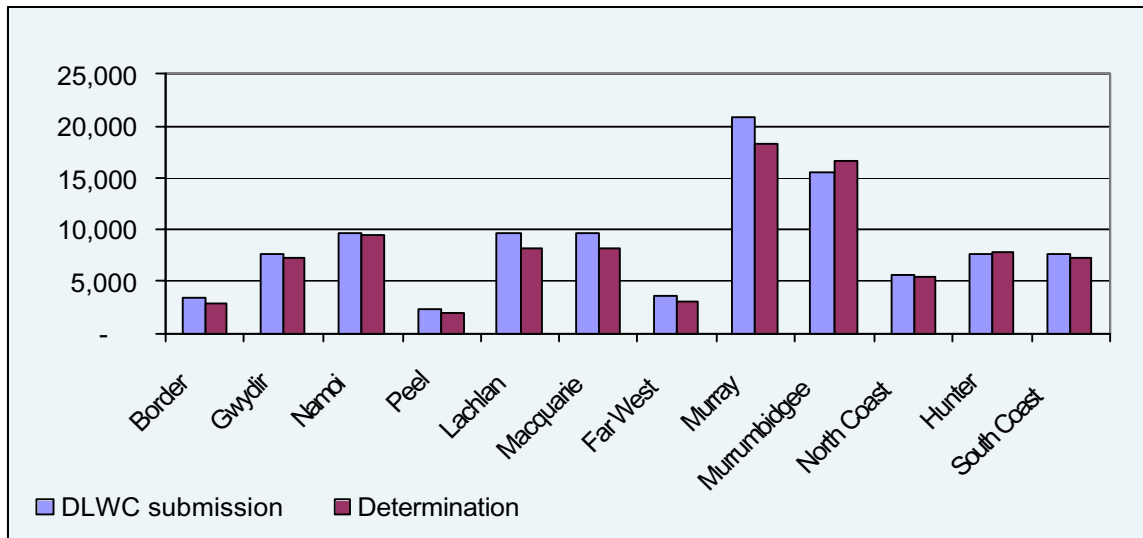


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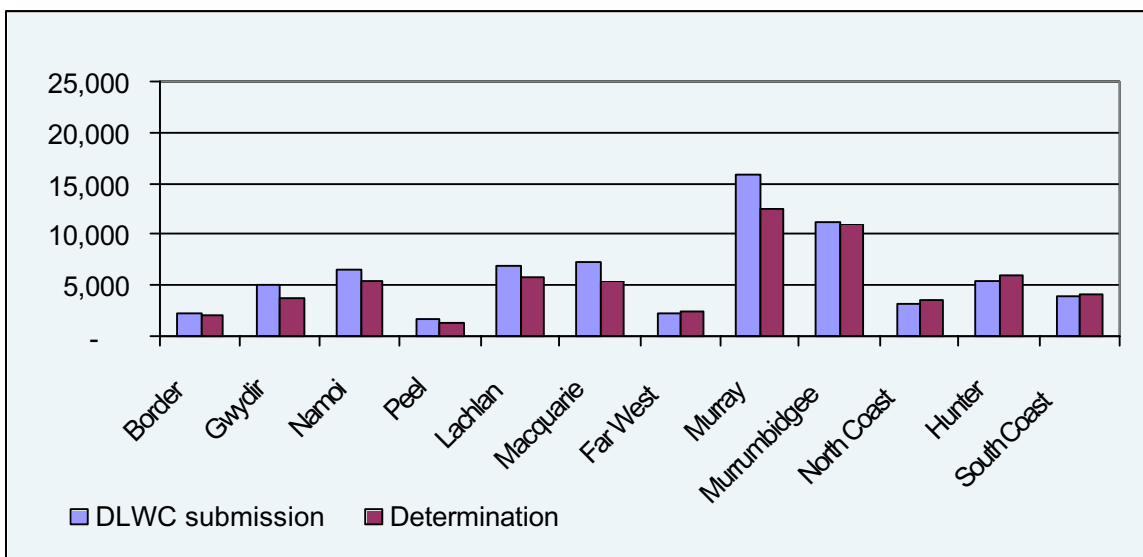
1. Figures may not add up due to rounding.
2. The allocated user shares include miscellaneous income not shown in the equivalent figures in the Draft Report.

These aggregate total cost allocations between bulk water users and Government are allocated between the various valleys. Figure 5.2 shows the Tribunal's cost allocations and DLWC's proposed cost allocations on a valley by valley basis for 2001/02. Figure 5.3 shows the share of total costs allocated to users by the Tribunal on a valley basis compared with the user shares proposed by DLWC.

**Figure 5.2 Valley by valley total cost allocations (Post ANTS 2001/02 \$'000)**



**Figure 5.3 Valley by valley user share of total costs (Post ANTS 2001/02 \$'000)**



### 5.1 Allocating total costs

In its 1998/99 report, the Tribunal nominated a set of ratios for allocating DLWC's costs between bulk water users and the Government. Individual ratios were allocated to 20 'products', which categorised DLWC's bulk water activities.<sup>25</sup> The ratios were essentially an outcome of a process which included significant negotiation with stakeholders including DLWC. Whilst not necessarily grounded in either approach, the allocations reflected a mix of 'impactor pays' and 'beneficiary pays' approaches. The cost allocations proposed by DLWC for this Determination were based on the same allocations.

<sup>25</sup> IPART, *Bulk Water Prices for 1998/99 and 99/00*, July 1998.

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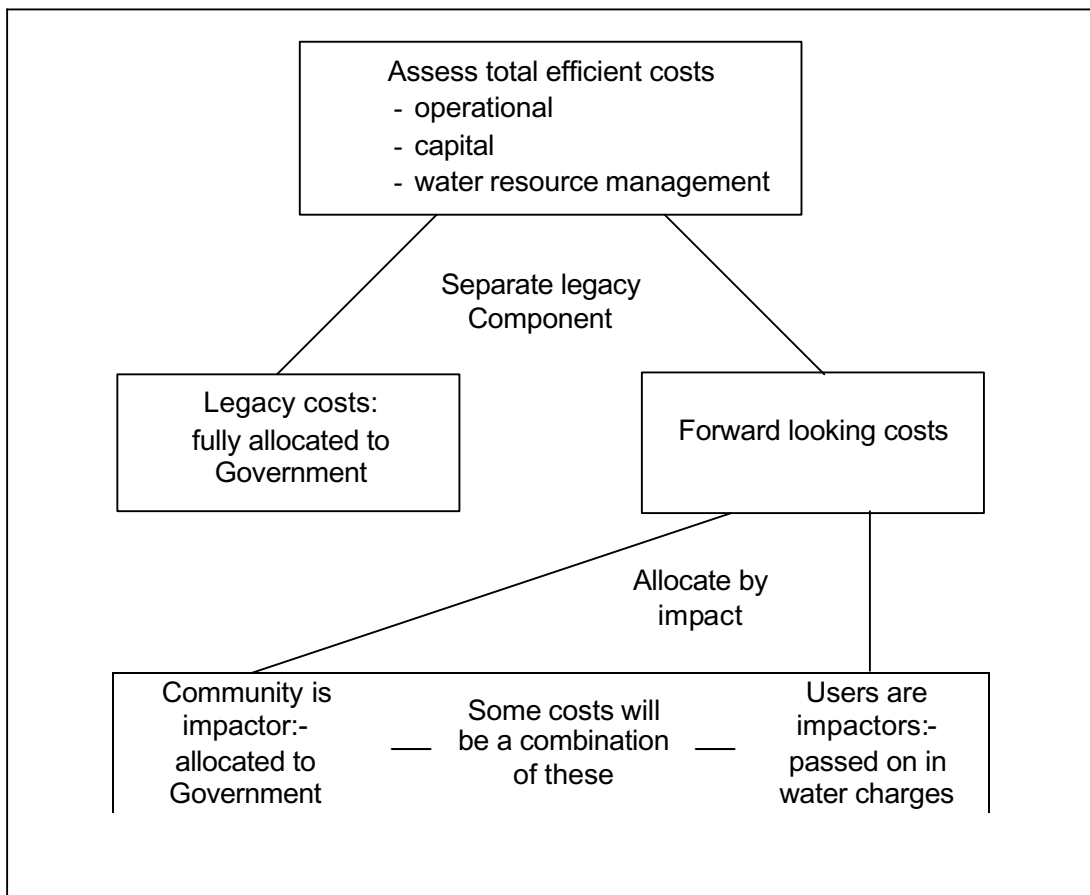
ACIL proposed a methodology for allocating costs between extractive users and the Government, with the latter effectively representing the broader community and the 'shareholder' of State Water. This approach involved the application of two key principles:

**Legacy costs** – principally current and future costs attributable to past activities. Current and future water users should not be required to meet the expenditure necessitated by the activities of past users. This approach is consistent with the Tribunal's prior decision to write infrastructure asset values down to zero at July 1997. ACIL recommended these costs be fully allocated to the Government.

**Impactor pays** – Non legacy costs were allocated to current stakeholders in proportion to the contribution their current and future actions have on the need to incur these expenditures.

The application of these principles to the allocation of costs is illustrated in Figure 5.4.

**Figure 5.4 Cost allocation process**



ACIL examined the expenditure related to approximately 100 DLWC 'sub products' seeking to apply these principles to determine allocation ratios for each. Invariably, judgement is involved in applying these principles. ACIL proposed ratios that resulted in a significant proportion being allocated fully to either extractive users or Government. This provides a clearer outcome from the cost allocation process, and may be perceived as providing clearer signals to the planning process. However, the Tribunal believes that situations where the costs of an activity are shared between groups are consistent with application of the impactor pays principle.

The Tribunal found value in the careful analysis undertaken by ACIL and adopted their proposed cost sharing ratios in the Draft Report. Most of these proposed ratios have been well accepted by stakeholders. The exception is capital costs to achieve compliance with environmental and other regulatory requirements. In particular, it has been expressed to the Tribunal in submissions and discussions that it is unreasonable for users to pay nothing towards the costs of upgrades to meet future occupational health and safety standards and environmental impact mitigation costs. The Tribunal sympathises with these views. Additionally, submissions made in response to the Draft Report have indicated that there remains some uncertainty about the future application of the legacy cost and impactor pays concepts. For these reasons the Tribunal has reviewed the application of these principles.

### 5.1.1 Legacy costs

In discussing legacy costs, ACIL referred to current stakeholders inheriting a set of contingent liabilities that need to be addressed. These included, for example, infrastructure repair and maintenance costs that are higher than they would have been if pre 1997 maintenance had been optimised, and costs associated with ongoing salinity intrusions attributable to past extractive uses.

Additionally, ACIL noted that there are other costs resulting from ongoing changes to community standards such as dam safety and occupational health and safety that might be interpreted as legacy costs. This implies that any enhancement of a standard, past or future gives rise to a legacy. Conversely ACIL also included as a component of forward looking costs those costs made necessary by the availability of new information or risk assessments that require changes to current practice.

Having considered the issue further, the Tribunal has concluded that it is more appropriate to draw a line in the sand at a particular date and to consider only expenditure required to meet standards established at or before that date as forming part of the legacy. Consistent with its views on valuing physical assets, the Tribunal has decided to draw the line in the sand at July 1997. Expenditure required to meet standards established after that time will therefore not form part of the legacy. The Tribunal sees limited value in attempting to distinguish between changes to community standards and the revision of information. In reality, changes to community standards will reflect new information and risk assessments.

Therefore the Tribunal will classify as legacy costs those current and future costs attributable to past (pre 1997) activities and/or the cost of restoring natural and artificial infrastructure to prevailing 1997 community standards.

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In practice the allocation of costs where there is likely to be a legacy component, such as compliance costs (discussed at 5.1.4), will be a matter of judgement for the Tribunal. It does not anticipate that ascertaining the relevant 1997 standards with precision sufficient for this task will present particular problems.

### 5.1.2 Impactor pays

#### **Impactor versus beneficiary**

'Impactor pays' and 'beneficiary pays'<sup>26</sup> are both approaches for addressing the problem of how to allocate costs that arise within a system – such as the NSW bulk water system. These costs could arise directly, in order to deliver particular services. They could also arise indirectly, through investments designed to reduce the damage resulting from the service delivery.

**Impactor** is defined as any individual or group of individuals whose activities *generate the costs* or a justifiable *need to incur the costs* that are to be allocated. **The impactor pays principle** seeks to allocate costs to different individuals or groups *in proportion to the contribution* that each individual or group *makes to creating the costs or the need to incur the costs*.

**Beneficiary** is defined as any individual or group of individuals who *derive benefits from the costs* that are to be allocated. These benefits may result from their own use of the services involved (in which case the beneficiary is also the impactor) or be in the form of reduced damage to their interests due to the usage patterns of others. In the later case the beneficiary is sometimes referred to as the victim. **The beneficiary pays principle** seeks to allocate to costs to different individuals or groups *in proportion to the benefits* that each individual or group stands to derive from the costs being incurred.

Note that the allocation principles do not require that the costs be met solely by the direct impactor or beneficiary unless these are final consumers. The costs may well be passed on to end users in the form of higher prices for goods or services derived from the use of the resource system.

Whilst the Tribunal considers the 'impactor pays' principle is appropriate for bulk water cost allocation, it notes that there does not appear to be a universally accepted understanding about its application. The Tribunal has attempted to allocate costs between extractive users and the broader community, represented by the Government, essentially in proportion to the contribution each group makes to creating the costs or the need to incur the costs. In so doing the Tribunal considers that the impactors causing the need for expenditure variously include both:

- the community, in changing the standards which natural and built infrastructure is required to meet and in requiring increased levels of environmental resource and asset management; and
- bulk water users, by creating the need for system management expenditure, environmental mitigation and, effectively, by requiring ongoing bulk water delivery from assets which might otherwise be decommissioned rather than upgraded to meet contemporary standards.

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<sup>26</sup> The two principles were recently addressed in some detail by the Productivity Commission in their report *Cost Sharing for Biodiversity Conservation: A Conceptual Framework*, accessible at the Productivity Commission website (<http://www.pc.gov.au/research/staffres/csbc/csbc.pdf>).



The Tribunal stresses that the adoption of this approach to cost allocation does not remove the significant level of judgement necessarily inherent in much of the cost allocation process, particularly as the allocation splits occur across expenditure categories aggregated from a wide range of specific cost items.

### 5.1.3 Application

The legacy and impactor pays principles were applied to more than 100 DLWC 'sub-product' expenditure categories to allocate costs between extractive users and the Government. These sub-product allocations were then used to allocate costs at a valley or DLWC region level.

Table 5.1 highlights the application of these principles to a range of cost categories.

**Table 5.1 Examples of application of legacy and impactor pays principles**

Expenditure area – examples	Legacy Government Component	Forward User Component	Forward Government Component
Asset rehabilitation necessitated by less than optimal past maintenance regimes	High	Low	Low
New major assets to support extractive use, incorporating flood/fish passage design elements purely to mitigate impacts of the asset	None	All	None
Activities to maintain functionality of assets	None	High	Low
Surface water quality data collection and management	None	Medium	Medium
Water health data collection and management	None	None	All
Operation of regulated river systems	None	All	None
Occupational health and safety capital upgrades	Low	High	Low
Interception of salt attributable to past irrigation practice or non-irrigation causes	All	None	None

### 5.1.4 Compliance costs

The areas of expenditure allocation which generated the highest level of stakeholder concern were compliance capital costs. These include capital costs associated with ensuring structures such as dams and weirs comply with relevant dam safety standards, meet relevant public safety and occupational health and safety standards and comply with contemporary standards to mitigate the environmental impacts of stream interruption.

Particular concerns have been raised with the Tribunal about capital costs for structures to mitigate environmental impacts. These include fish ladders to enable native fish passage past structures such as weirs, multi level water offtakes in dams to reduce cold water pollution and release valves in dams sufficient to enable high volume environmental flows.

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In the Tribunal's view the need to incur this expenditure arises because of the community's expectation that the needs of the environment will be met at the same time as the needs of extractive users. There is a significant legacy component to some of these costs with evidence that fitting of fish ladders has occurred for many years although some constructed in earlier years are now thought to be inadequate. Ongoing extraction and changing community values both constitute impacts driving these areas of expenditure.

Having reviewed the arguments put to it, the Tribunal has concluded that environmental compliance capital expenditure has both legacy and non-legacy components and is attributable to both extractive users and the general community (on behalf of the environment).

The Tribunal has similarly reviewed the allocation of compliance capital costs in the areas of occupational health and safety and public safety and has similarly concluded that these represent a mix of legacy and non legacy costs which are attributable to both extractive users and the community.

The allocation adopted by the Tribunal for these particular costs is less polarised than that proposed by ACIL. However, the Tribunal believes this is likely to result in allocations that appropriately balance the competing interests of different stakeholders.

The Tribunal has therefore made the following changes to sub-product cost sharing ratios proposed by ACIL and used in the Draft Report.

Table 5.2 Changes to sub-product allocations

Sub Product Code	Sub Product Long Name	ACIL Proposed Allocation		Revised Allocation		Comment
		User - Government	Government - User	User - Government	Government - User	
PC330	Dam Compliance, Environment	33%	67%	50%	50%	A significant legacy component, but need for expenditure arises from continuing presence of structures. Removal would be an alternative option in some cases but for ongoing extraction requirement. Tribunal therefore considers equal share appropriate and consistent with the impactor pays principle.
PC331	Dam Compliance, OHS & Public Safety	0%	100%	50%	50%	OHS costs are borne by businesses generally rather than Government. Includes some public safety costs not necessarily attributable to extractive users and some legacy component, Tribunal considers it appropriate to pass through to users a significant share.
PC332	Regulated River Compliance, Environment	33%	67%	50%	50%	As with other environmental compliance sub-products, the Tribunal considers an equal sharing appropriate.
PC333	Regulated River Compliance, OHS and Public Safety	0%	100%	50%	50%	As with other OHS and public safety costs the Tribunal considers an equal sharing appropriate.
PC334	Unregulated River Compliance, OHS and Public Safety	0%	100%	50%	50%	As with other OHS and public safety costs the Tribunal considers an equal sharing appropriate.
PC335	Unregulated River Compliance, Environment	33%	67%	50%	50%	As with other environmental compliance sub-products, the Tribunal considers an equal sharing appropriate.

These changes increase the costs allocated to users by \$1.8m per annum. The full set of sub-product allocation ratios proposed in the ACIL report is available in full on the Tribunal's website.<sup>27</sup>

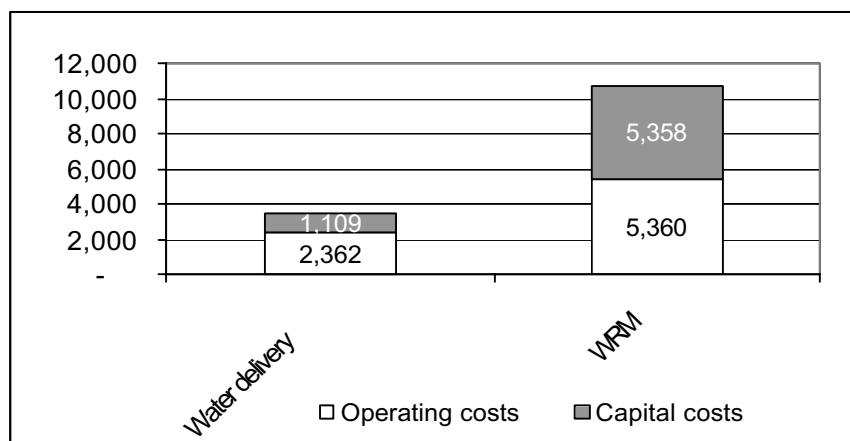
The Tribunal believes the cost allocations used in this report are a considerable advance over those used in previous Determinations. Nevertheless, they may benefit from further development. In particular the Tribunal would welcome development of a common view from stakeholder groups about the most appropriate basis for allocating these costs.

<sup>27</sup> [www.ipart.nsw.gov.au/current.htm#bulk01](http://www.ipart.nsw.gov.au/current.htm#bulk01)

## 5.2 Allocating MDBC costs

MBDC costs comprise both water resource management (WRM) costs and the costs associated with water delivery. Both of these components, in turn, consist of operating and capital costs. As shown in Figure 5.4, according to the Tribunal's revised cost base (discussed in Chapter 4), water delivery costs comprise \$3.5m of the total cost of \$14.2m, and WRM costs comprise the remaining \$10.7m. Operating costs comprise 68 per cent of water delivery costs and 50 per cent of WRM costs.

**Figure 5.4 The WRM and delivery components of MDBC costs (post ANTS 2001/02 \$'000)**



In its submission, DLWC proposed allocating some 93 per cent of the water resource management costs to the Murray Valley, 5 per cent to the Murrumbidgee Valley and the remainder to the other inland valleys. ACIL also reviewed this issue, and commented that it believes the most appropriate approach would be to allocate MDBC costs according to the salinity impact of each inland valley in NSW (using EC salinity credits as a measure) because water resource management undertaken by the MDBC principally involve salinity mitigation. However, since the information required to apply this approach is not currently available, it recommended an alternative approach whereby these costs are allocated across all the inland valleys based on DLWC's estimates of long-term water extraction in each valley.

The Tribunal has considered the DLWC and revised ACIL approaches to allocating MDBC WRM costs. As Figure 5.5 shows, compared to the DLWC approach, the ACIL 'long term extractions' approach would result in a lower amount being allocated to the Murray Valley and a higher amount allocated to the Murrumbidgee Valley. It would also slightly increase the amounts allocated to the other inland valleys.

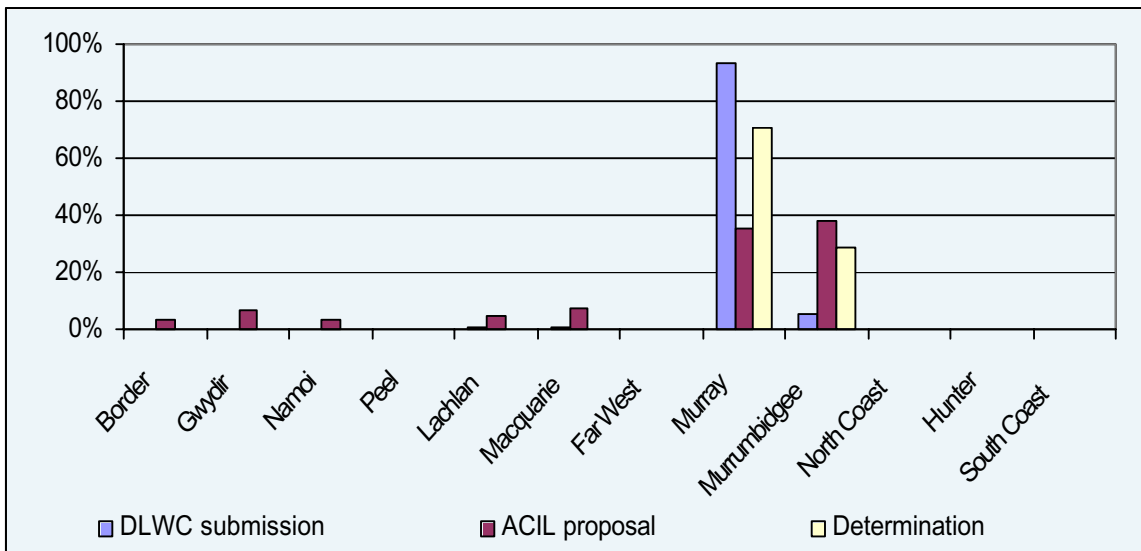
The Tribunal is concerned that users in the Murray should not pay for more than their fair share of the MDBC WRM costs. It therefore favours the allocation of these MDBC costs to valleys other than the Murray, on an impactor pays basis. While it acknowledges the merits of ACIL's suggested approach, it is not convinced, at this stage, that this method is sufficiently robust to be adopted in full.

As a way forward, for the purpose of this Determination, the Tribunal has decided that:

- all the water delivery cost (\$3.5m) is to be allocated to the Murray Valley
- 50 per cent of MDBC’s WRM costs are to be allocated in the manner proposed by DLWC, (hence an immaterial amount would be allocated to some inland valleys)
- the remaining 50 per cent of WRM costs are to be allocated on the basis of long-term extractions to the Murrumbidgee and Murray only, along the lines of ACIL’s suggestion.

Once these costs are allocated to the valleys, the user cost shares are applied to determine the portion that should be recovered from users and the Government. Figure 5.5 presents the percentage allocation of MDBC water resource management costs under DLWC’s approach, ACIL’s approach and the Tribunal’s decision.

**Figure 5.5 Percentage of MDBC WRM costs allocated to valleys under the DLWC approach, the ACIL approach and the Tribunal’s proposed approach**



Note:

1. Allocations to the other inland valleys under the Tribunal’s decision are between 0.1 per cent and 0.2 per cent.

In the course of this review, the Tribunal and its consultants have gathered much information in relation to the nature of the MDBC’s costs and how NSW’s share of these costs are allocated to users. It greatly appreciates the assistance of the MDBC in this regard. In addition, given the new information now available, the Tribunal has decided to require DLWC to develop a robust and transparent method of allocating MDBC costs to users for the next Determination.

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## **6 DETERMINING A REASONABLE TRANSITION PATH TO ACHIEVE FULL COST RECOVERY**

The third step in the Tribunal's price setting process was to calculate the price increases required to achieve full cost recovery by 2003/04, and determine a transition path that will move prices significantly closer to this level without subjecting bulk water users to unreasonably steep price rises. This included considering the impact of water charges on irrigation customers, and the concerns of some stakeholders that increased water charges could affect the viability of certain irrigation businesses, and the prosperity of regions that depend on irrigated agriculture.

The Tribunal acknowledges that significant increases in bulk water prices will put pressure on profit margins throughout the irrigation sector. It also acknowledges that some irrigators are currently experiencing financial difficulties, and price increases will exacerbate these problems. However, it believes that pricing is not the best instrument to achieve social goals. Nevertheless, it believes it is in the best interests of all parties, including the wider community, to phase in tariff increases over a reasonable period to allow users to adjust to the higher prices.

The Tribunal has therefore capped price increases on regulated rivers at 15 per cent per year over the period 2001/01 to 2003/04, and prices on unregulated rivers and for ground water at 20 per cent per year over this period (with an adjustment for the CPI also allowed in 2002/03 and 2003/04).

### **6.1 What proportion of costs do current prices recover?**

Current tariffs recover varying proportions of the costs allocated to users. As Table 6.1 shows, the proportions vary from as low as 7 per cent in the North Coast to 116 per cent on regulated rivers in the Macquarie Valley.<sup>28</sup> This means that in some valleys, only small (if any) increases to regulated water charges are required to achieve (or maintain) full cost recovery. In other valleys, however, very large increases in both regulated and unregulated water charges and ground water charges would be required to achieve full cost recovery by 2003/04.

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<sup>28</sup> Over-recovery in the Macquarie Valley in 2000/01 is the result of a downward revision of both operating and capital costs compared to the costs used to determine existing tariffs.

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**Table 6.1 Proportion of allocated costs recovered from tariffs in 2000/01**

	Cost recovery in 2000/01		
	Regulated Water	Unregulated Water	Ground Water
Border	83%	26%	
Gwydir	87%	53%	Barwon region
Namoi	81%	26%	22%
Peel	44%	Included in Namoi	-----
Lachlan	83%	17%	Central West
Macquarie	116%	43%	21%
Far West	No regulated rivers	20%	----- 21%
Murray	82%	20%	34%
Murrumbidgee	91%	43%	17%
North Coast	7%	13%	16%
Hunter	36%	19%	15%
South Coast	24%	13%	6%
<b>Total</b>	<b>81%</b>	<b>19%</b>	<b>20%</b>

## Notes:

1. Tariffs for 2000/01 were determined with reference to DLWC's previous cost estimates. These tariffs more than recover the current estimate of costs in the Macquarie Valley due to the downward revision of these costs.
2. The levels of cost recovery differ from those in the Draft Report due to the changes in the cost base discussed in Chapters 4 and 5.

## 6.2 How would increasing prices to full cost recovery level affect farm incomes?

Much of the analysis on the impact of water prices on farm incomes previously presented to the Tribunal has focussed on water usage charges as a percentage of variable farm costs. The conclusion has generally been drawn that water is too small a proportion of (variable) costs to be cause for concern. DLWC argued along these lines in its submission to the Tribunal for this Determination.<sup>29</sup>

However, the Tribunal believes this approach can be misleading, as entitlement charges (a fixed cost) are often the major component of a farmer's water bill. The significance of these fixed entitlement charges is reflected in the fact that DLWC expects to derive 68 per cent of its total revenue from regulated water charges in 2000/01 from entitlement charges. The proportions range significantly between the valleys, but are never lower than 50 per cent. This suggests that fixed costs should be included in any analysis of the impact of water prices on farm profitability.

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<sup>29</sup> See Chapter 6 (Impact Assessment) and Appendix 7 of DLWC's 2001 submission.



### 6.2.1 Impacts on farmers using regulated water

The Tribunal had limited information with which to assess the likely impact on irrigation farmers using regulated water. However, these farmers are likely to be the most severely affected by the large price increases required to meet cost recovery levels in some valleys. This is because the costs related to regulated water are significantly higher than those for unregulated water and ground water in most valleys.

The best information comes from two studies recently conducted by NSW Agriculture on irrigation farming in the Peel and Lachlan Valleys.<sup>30</sup> These studies divided each of the valleys into a number of geographical zones, and constructed a 'representative' commercial farm for each of the zones. They then investigated the impact on farm profitability of the price increases needed to achieve full cost recovery by 2003/04. The main findings of these studies were as follows (see Appendix 9):

- In the Peel Valley, prices would need to increase by almost 200 per cent to achieve DLWC's initial estimates of full cost recovery levels. Price increases of this size would reduce net farm incomes by more than 10 per cent on all the farms, and by more than 20 per cent on two of the four 'representative' farms.<sup>31</sup>
- In the Lachlan Valley, prices would need to increase by some 60 per cent in order to achieve DLWC's initial estimates of full cost recovery levels. Price increases of this size would reduce net farm incomes by between 4 per cent and 8 per cent on five of the six 'representative' farms, and 19 per cent on the remaining farm.

In both studies, a farm's level of profitability was the main indicator of its ability to absorb the required price increases. There may be a number of less profitable farmers in the Peel and the Lachlan Valleys who would find it difficult to absorb large and ongoing price increases. It is likely that this would also be true in other valleys, at least to some extent, although no similar studies have been done.

### 6.2.2 Impacts on farmers using unregulated water and ground water

To the Tribunal's knowledge, no information is available on the impact on farm incomes of increases in the price of unregulated water and ground water. However, water from these sources is significantly cheaper to provide than regulated water (see Chapter 7). Therefore the impact of price increases required to meet full cost recovery on total farm costs, and thus on profitability, is likely to be smaller than is the case for regulated water. Nevertheless, it is likely that some irrigators at least would face significant problems in adjusting to these price increases if they occurred over the next determination period.

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<sup>30</sup> *Economic Assessment of Water Charges in the Peel Valley. Report to the Department of Land and Water Conservation, Jason Crean, Fiona Scott and Anthea Carter, NSW Agriculture, July 2000, and Economic Assessment of Water Charges in the Lachlan Valley. Report to the Department of Land and Water Conservation, Rohan Jayasuriya, Jason Crean and Rendle Hannah, NSW Agriculture, February 2001.*

<sup>31</sup> Neither DLWC nor the Tribunal have proposed such large price increases. Both parties accept that costs in the Peel Valley will not be fully recovered by 2003/04.

### **6.3 What is a reasonable transition path?**

Given the NSW Government's commitment to move bulk water prices towards full cost recovery - and to achieve this level by 2001/02 wherever practical - the Tribunal believes its primary task in setting the transition path is to balance the interests of the extractors and DLWC, while taking into account possible signalling effects. It believes that pricing is not usually the best instrument to achieve social goals, such as assisting struggling farmers. Nevertheless, it did take the impacts discussed above into account in considering the maximum rate of increase in prices and the price structure for this Determination.

#### **6.3.1 The rate of increase in prices**

In its submission, DLWC proposed that tariff increases be capped at 20 per cent per year in real terms, because of the potential impacts on customers of increases to full cost recovery over a three-year period. After considering the interests of all parties, the Tribunal has determined that prices on regulated rivers should be permitted to increase by no more than 15 per cent per year, plus an adjustment for inflation in 2002/03 and 2003/04. Prices on unregulated rivers and for ground water will be permitted to increase by 20 per cent per year, plus an adjustment for inflation in 2002/03 and 2003/04. The higher increases allowed for unregulated water and ground water charges are justified given their currently low level and low levels of cost recovery relative to those for regulated water. It is noted that the users on the majority of regulated rivers, including the largest river systems, will face real increases of 8.5 per cent per year or less.

#### **6.3.2 The structure of prices**

The structure of water prices affects the level and variability of the costs incurred by extractors and the revenue raised by DLWC. Price structures also serve a signalling function to extractors, which can affect both the volumes of water they use and, where a market exists, the volumes they trade.

The Tribunal recognises that the current balance of charges between fixed entitlement charges and volume-based usage charges in the two-part tariff for regulated water may not be ideal. However, for reasons discussed in Chapter 7, it has chosen not to change the tariff structure. DLWC is progressively introducing a two-part tariff for unregulated water (discussed in Chapter 7). The Tribunal believes that this structure will provide better signals to users and DLWC.

## 7 MAXIMUM PRICES

Based on the outcomes of the process outlined in Chapters 4 to 6, the Tribunal has set a maximum price for each bulk water charge for each year of the determination period. The prices are designed to move each charge towards full cost recovery. Most prices include an increase in each year, but the size of the increase varies. This is because the proportion of user-allocated costs that current prices recover varies widely – from more than 100 per cent for regulated water in the Macquarie Valley to only 7 per cent for regulated water in the North Coast. However, the Tribunal has limited the rate by which prices can increase to 15 per cent per year (in real terms) for tariffs for bulk water on regulated rivers and 20 per cent per year (in real terms) for bulk water on unregulated rivers and from groundwater sources.

This chapter discusses the maximum prices and changes to tariff structure for bulk water on regulated rivers, unregulated rivers and from groundwater sources, and the proposed changes to large customer charges and licence fees. The Tribunal's rationale for capping increases to bulk water tariffs at 15 and 20 per cent per year is discussed in Chapter 6.

### 7.1 Regulated river tariffs

The Tribunal has set a maximum price for each bulk water charge on regulated rivers for each year of the determination period. These prices include an increase of up to 15 per cent in 2001/02, and a further increase of up to 15 per cent plus an adjustment of inflation in both 2002/03 and 2003/04. As Table 7.1 shows, in the majority of valleys prices will increase by less than 15 per cent.

**Table 7.1 Bulk water charges in 2001/02 and maximum increases on regulated rivers**

Region/river valley	Charges in 2001/02		Usage charge (\$/ML)	Annual increase before CPI adjustment
	Fixed charge (\$/ML of entitlement)			
	High security	General security		
Border	4.87	3.26	3.79	7.5%
Gwydir	4.52	3.00	3.50	6.0%
Namoi	8.17	5.45	6.52	8.5%
Peel	8.66	5.02	6.91	15.0% & 0% <sup>1</sup>
Lachlan	5.62	3.74	4.29	8.0%
Macquarie	4.37	3.36	4.54	0% & -3% <sup>2</sup>
Far West	No regulated rivers			
Murray	4.51	4.09	1.10	8.0%
Murrumbidgee	3.54	3.36	0.88	4.5%
North Coast	7.88	6.06	4.04	15.0%
Hunter	6.16	4.40	4.38	15.0%
South Coast	7.88	6.06	4.04	15.0%

Notes:

1. The general security entitlement charge in the Peel Valley remains unchanged in 2001/02, and increases by CPI in 2002/03 and 2003/04. The remaining charges increase by 15 per cent per annum plus CPI adjustments (see Section 7.1.1).
2. Prices in the Macquarie Valley will remain unchanged in 2001/02 in nominal terms, then decrease by 3 per cent in real terms.

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All tariffs on regulated rivers have a two-part structure - comprising a volume-based entitlement (fixed) charge and a usage charge. Entitlement charges vary according to whether the customer's entitlement is classified as high or low security, with high security entitlements attracting a higher charge. For this Determination the Tribunal has not changed the difference between high and low security entitlement charge, with the exception of charges in the Peel Valley (see section 7.1.1). In addition, it has not changed the balance between entitlement and usage charges (all bulk water charges in a valley are to be increased by the same rate). Finally, it has not changed the discounts applied to the entitlement charges of wholesale customers.

Table 7.2 compares the current prices with the maximum prices allowed under this Determination in 2003/04 (the latter expressed in 2001/02 dollar values).

**Table 7.2 Bulk water charges on regulated rivers in 2000/01 and 2003/04 (\$/ML)**

	2000/01 tariffs			2003/04 tariffs		
	(\$/ML in 2000/01 dollars)			(\$/ML in 2001/02 dollars)		
	HS entitlement	LS entitlement	Usage charge	HS entitlement	LS entitlement	Usage charge
Border	4.53	3.03	3.53	5.63	3.76	4.39
Gwydir	4.26	2.83	3.30	5.07	3.37	3.93
Namoi	7.53	5.02	6.01	9.62	6.41	7.68
Peel	7.53	5.02	6.01	11.45	5.02	9.14
Lachlan	5.20	3.46	3.97	6.55	4.36	5.00
Macquarie	4.37	3.36	4.54	4.12	3.17	4.28
Far West	----- No regulated rivers -----					
Murray	4.18	3.79	1.02	5.27	4.77	1.28
Murrumbidgee	3.39	3.22	0.84	3.87	3.67	0.96
North Coast	6.85	5.27	3.51	10.42	8.02	5.34
Hunter	5.36	3.83	3.81	8.15	5.82	5.79
South Coast	6.85	5.27	3.51	10.42	8.02	5.34

High flow licences permit access to water only when river flows reach a certain height. The Tribunal proposes to continue the current charging method for high flow water with users billed the relevant valley specific, regulated water usage charge for the extractions of high flow water that they make.

### 7.1.1 Difference between high and low security entitlement charges

DLWC levies a fixed annual charge for the entitlement to extract each megalitre of water under a licence. These charges are categorised as being high and low security entitlements depending on the level of water security, or likelihood of the licence holder being able to extract the entitlement in a particular year. Owners of high security entitlements are usually able to extract the total volume of the entitlement in all but the severest drought, while owners of low security entitlements are able to extract a specified proportion of the entitlement volume each year, which varies according to water availability. The costs involved in providing high security entitlements are higher than those for low security entitlements, because greater storage capacity is required.

The current low and high security entitlement charges do not necessarily reflect the different costs involved. For example, in some valleys it appears to be cheaper (per megalitre of water received) for an extractor to hold a high security licence than a low security licence where the amount of water extracted by a user is usually less than the full entitlement. DLWC noted in its submission that some of State Water's customer service committees are concerned about this issue. The coastal valleys in particular have asked the Tribunal to address it. Peel irrigator representatives believe the relative price of high entitlements should be increased, to share the fixed costs more equitably between low and high security entitlement holders.

The Tribunal has carefully considered these and other representations and has undertaken some preliminary analysis comparing the 'effective price' for high and low security entitlements.<sup>32</sup> This analysis is presented in Appendix 7.

The Tribunal's analysis shows there is substantial variation between valleys in the ratios between the effective high security and low security prices. It is not clear that these differences have any basis in costs. The Tribunal believes this issue should be addressed prior to the next Determination. It did not have sufficient information available to set cost reflective prices at this stage. It notes that water sharing rules currently being developed for each valley should be in place before the next Determination and that these will assist in development of prices more reflective of relative levels of water security.

The very small allocations made to low security users in the Peel Valley result in a clear disparity between the effective prices paid by low and high security users in that valley. This disparity is of a magnitude significantly greater than in any other valley. The Tribunal is of the view that the current disparity in the Peel Valley is so great that some correction is required for this Determination. Therefore, whilst usage charges and high security entitlement charges in the Peel Valley will rise by 15 per cent (real) for each of the next three years, the low security entitlement charge will remain at the 2000/01 level in real terms for the period of this Determination.

<sup>32</sup> The effective price is calculated by multiplying the entitlement volume by the per megalitre entitlement charge to produce a total entitlement charge and then dividing this by the long term average annual volume a user is allowed to extract.

### 7.1.2 The balance between entitlement and usage charges

There is currently a wide variation in the balance between entitlement and usage charges in different valleys. For example, the usage charge, expressed as a percentage of the low security entitlement charge, varies from 26 per cent in the Murrumbidgee Valley to 135 per cent in the Macquarie Valley. These variations do not reflect the different costs involved, but rather are a result of the Tribunal's decision to moderate the impact on individual customers and DLWC's revenue when the current two-part tariff structure was introduced in July 1997.

The Tribunal is aware that the current balance may be problematic in individual valleys. However, as it does not have a sufficiently sound basis on which to propose an alternative structure and DLWC did not propose any significant changes to the current balance,<sup>33</sup> it has not changed the balance for this Determination. However, it encourages DLWC to investigate the matter further before the next Determination. Such an investigation would need to include an assessment of the impact of changes on different customers and the effectiveness of consumption price signalling.

### 7.1.3 Wholesale customer discounts

Wholesale irrigation customers currently receive discounts on their entitlement charges. DLWC believes these are not justified on cost grounds, but because the wholesalers provide information that assists DLWC in performing its functions, DLWC has proposed that the discounts be retained at current levels. The Tribunal accepts this proposal, primarily because the information required to fully evaluate these discounts is not available. However, the Tribunal intends to review wholesale customer discounts in the next Determination, and encourages DLWC to investigate them further in the intervening period.

In addition, the Tribunal has modified the way the discounts are calculated and applied:

- in the 2000/01 Determination, the discount was calculated in such a way that the discounted low security entitlement price was applied to both high and low security entitlement volumes
- the discounts have been recalculated in such a way that the discount is now applied to both the high and the low security entitlement volume at the applicable high and low security entitlement prices.

This modification will not have an impact on wholesale customers' bills. Table 7.3 shows the proposed discounts applicable to wholesale customers during this Determination period.

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<sup>33</sup> In DLWC's submission, usage charges increase slightly relative to entitlement charges in the Border region, and decrease slightly in the Lachlan, Macquarie and Murray valleys.

**Table 7.3 Wholesale customer discounts on high and low security entitlements**

Licence holder	Discount applied to the price of high and low security entitlements %
Murray Irrigation	40
Western Murray Irrigation	27
West Corurgan	35
Moira Irrigation Scheme	30
Eagle Creek Scheme	25
Murrumbidgee Irrigation	29
Coleambally Irrigation	32
Jemalong Irrigation	27

## 7.2 Unregulated river tariffs

The Tribunal has increased each bulk water charge on unregulated rivers by a maximum of 20 per cent in 2001/02, and by a maximum of 20 per cent plus CPI in both 2002/03 and 2003/04. The exception is the \$100 fixed charge per licence paid by those town water supply agencies and industrial customers who have not yet been allocated an entitlement volume (explained in section 7.2.2). This charge will remain unchanged in 2001/02, and increase by the CPI in 2002/03 and 2003/04.

DLWC is in the process of introducing a two-part tariff that comprises a fixed entitlement charge and a volume-based usage charge. For irrigators, this involves two stages - converting current licences to volumetric licences and introducing the two-part tariff. Table 7.4 shows the proposed maximum prices for customers at Stage 1, and Table 7.5 shows the proposed maximum prices for customers at Stage 2. Town and industrial customers will be put on the two-part tariff once entitlement volumes have been negotiated. The remainder of this section explains the new licences and tariff structure, and the introduction process in more detail.

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**Table 7.4 Maximum Stage 1 Entitlement charges on unregulated rivers (\$/ML)**

	2000/01 \$/ML (2000/01\$)	2001/02 \$/ML (2001/02 \$)	2002/03 \$/ML (2001/02 \$)	2003/04 \$/ML (2001/02 \$)
Border	1.86	2.23	2.68	3.21
Gwydir	1.86	2.23	2.68	3.21
Namoi	1.86	2.23	2.68	3.21
Peel	1.86	2.23	2.68	3.21
Lachlan	1.50	1.79	2.15	2.58
Macquarie	2.19	2.63	3.16	3.79
Far West	1.01	1.21	1.46	1.75
Murray	1.50	1.80	2.16	2.59
Murrumbidgee	2.63	3.16	3.79	4.55
North Coast	1.99	2.39	2.87	3.45
Hunter	1.30	1.55	1.87	2.24
South Coast	1.46	1.75	2.11	2.53

Note:

1. The prices shown for 2002/03 and 2003/04 are indicative only. The application of CPI increases will alter the actual price applicable in these years.

**Table 7.5 The two-part tariff applicable to unregulated rivers (\$/ML, 2001/02 \$)**

	2001/02 (2001/02 \$)		2002/03 (2001/02 \$)		2003/04 (2001/02 \$)	
	Entitlement \$/ML	Usage \$/ML	Entitlement \$/ML	Usage \$/ML	Entitlement \$/ML	Usage \$/ML
Border	1.34	0.89	1.61	1.07	1.93	1.29
Gwydir	1.34	0.89	1.61	1.07	1.93	1.29
Namoi	1.34	0.89	1.61	1.07	1.93	1.29
Peel	1.34	0.89	1.61	1.07	1.93	1.29
Lachlan	1.08	0.72	1.29	0.86	1.55	1.03
Macquarie	1.58	1.05	1.90	1.26	2.27	1.52
Far West	0.73	0.49	0.87	0.58	1.05	0.70
Murray	1.08	0.72	1.30	0.86	1.56	1.04
Murrumbidgee	1.90	1.26	2.27	1.52	2.73	1.82
North Coast	1.44	0.96	1.72	1.15	2.07	1.38
Hunter	0.93	0.62	1.12	0.75	1.34	0.90
South Coast	1.05	0.70	1.26	0.84	1.52	1.01

Note:

1. The prices shown for 2002/03 and 2003/04 are indicative only. The application of CPI increases will alter the actual price applicable in these years.



### 7.2.1 Converting to volumetric licences and introducing a two-part tariff

DLWC is in the process of converting licences previously based on the area (ha) or the licence holder's pump capacity to volumetric licences. The conversion of licences will occur in two stages:

- Stage 1 involves granting each licence holder an annual volumetric entitlement, by converting the authorised irrigation area using a crop conversion ratio (developed by DLWC and NSW Agriculture). The conversion ratios within a valley may differ, according to the customer's irrigation practices, climatic conditions and crop type. This stage is nearly completed.
- Stage 2 involves defining the volume of water the licence holder is authorised to extract from different flow events. This will require DLWC to meter and monitor unregulated rivers. Some irrigators will be required to install meters at their own expense.

As licences are converted, DLWC will change the way it calculates bills:

- In Stage 1, customers will be charged per ML of their entitlement (\$/ML), instead of the old area-based charge (\$/ha). The charge per ML for each valley is calculated using the average crop conversion rate for the valley.<sup>34</sup>
- In Stage 2, a two-part tariff will be introduced so customers will be charged a volumetric entitlement component (\$/ML) and a usage component (\$/ML). The two-part tariff will be set by splitting the customer's stage 1 entitlement charge into a stage 2 entitlement charge and a usage charge.<sup>35</sup>

Table 7.6 shows the average crop conversion rates and converted charges for 2001/02 by valley.

<sup>34</sup> For example, in the Murray Valley, where 2.5ML/ha is the average conversion rate  $(\$4.50/\text{ha})/(2.5 \text{ ML/ha}) = \$1.80/\text{ML}$ .

<sup>35</sup> For example, for the Murray Valley:  
 $\$1.80/\text{ML}$  stage 1 charge =  $\$1.24$  stage 2 entitlement charge +  $\$0.56/\text{ML}$  usage charge.

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**Table 7.6 Conversion of area-based charges to Stage 1 entitlement charges and two-part tariffs (2001/02)**

	Area-based charge (\$/ha)	Average conversion ratio (ML/ha)	Stage 1 Entitlement charge (\$/ML)	Two-part tariff Entitlement charge (\$/ML)	Two-part tariff Usage charge (\$/ML)
Border	7.14	3.20	2.23	1.34	0.89
Gwydir	7.14	3.20	2.23	1.34	0.89
Namoi	7.14	3.20	2.23	1.34	0.89
Peel	7.14	3.20	2.23	1.34	0.89
Lachlan	7.90	4.40	1.79	1.08	0.72
Macquarie	7.90	3.00	2.63	1.58	1.05
Far West	7.90	6.50	1.21	0.73	0.49
Murray	4.50	2.50	1.80	1.08	0.72
Murrumbidgee	7.90	2.50	3.16	1.90	1.26
North Coast	7.90	3.30	2.39	1.44	0.96
Hunter	6.84	4.40	1.55	0.93	0.62
South Coast	7.90	4.50	1.75	1.05	0.70

Note:

1. There may be differences due to rounding.

The new tariffs are set in such a way that:

- a bill calculated on a Stage 1 entitlement charge will be the same as one calculated on area-based charges if the average conversion ratio for the valley is used to convert the licence
- a bill calculated on the two-part tariff will be the same as one calculated on Stage 1 entitlement charges if usage is 100 per cent of entitlement.

High flow licences permit access to water only when river flows reach a certain height. High flow users in unregulated valleys will be charged the relevant valley specific, unregulated water charge, on the same basis as other licence holders in the valley or region. For licence holders whose usage is metered, the usage component of the two part tariff will apply.

### **7.2.2 Converting town water supply agencies and industrial customers to the two-part tariff**

Town water supply agencies and industrial customers whose usage is metered, but who have not yet been allocated an entitlement volume, will pay a charge per licence (currently \$100) per year plus a usage charge (\$/ML). Once these customers have been allocated an entitlement volume, the charge per licence will no longer apply and the valley-specific two-part tariff will apply.

The usage charge that will apply prior to the allocation of an entitlement volume is the current charge, increased by 20 per cent per year plus an adjustment for CPI in 2002/03 and 2003/04 (see Table 7.7).

**Table 7.7 Usage charges for town and industrial customers on unregulated rivers before the allocation of entitlement volumes (\$/ML)**

	2000/01 \$/ML (2000/01\$)	2001/02 \$/ML (2001/02 \$)	2002/03 \$/ML (2001/02 \$)	2003/04 \$/ML (2001/02 \$)
Border	0.83	1.00	1.20	1.43
Gwydir	0.83	1.00	1.20	1.43
Namoi	0.83	1.00	1.20	1.43
Peel	0.83	1.00	1.20	1.43
Lachlan	0.91	1.09	1.31	1.57
Macquarie	0.91	1.09	1.31	1.57
Far West	0.91	1.09	1.31	1.57
Murray	0.47	0.56	0.68	0.81
Murrumbidgee	0.91	1.09	1.31	1.57
North Coast	0.91	1.09	1.31	1.57
Hunter	0.79	0.95	1.14	1.37
South Coast	0.91	1.09	1.31	1.57

### 7.2.3 The structure of the two-part tariff

In the Draft Report, the two-part tariff was set in such a way that the usage component was the same as the usage charge paid by town water supply and industrial customers who had not yet been allocated an entitlement volume. The entitlement component was the difference between the stage 1 entitlement charge and the usage component. This formula led to wide variations in the balance between the entitlement and usage component of the two-part tariff.

The two-part tariff in this Determination is set so that the ratio between the entitlement charge and the usage charge is 60:40. The Tribunal believes that this is a fair compromise between the need for consumption based price signalling and DLWC's desire for a stable revenue flow, particularly in the light of the fact that DLWC's costs tend to increase during dry periods.

### 7.3 Ground water tariffs

The Tribunal has set maximum prices for all ground water tariffs that include an increase of up to 20 per cent in 2001/02, and up to 20 per cent plus a CPI adjustment in 2002/03 and 2003/04. The exception is the \$75 base charge per property in nonmanaged areas, which will remain unchanged in 2001/02 and will increase by the CPI in 2002/03 and 2003/04.

Table 7.8 shows the maximum increase for each ground water charge. The 2001/02 increases are in nominal terms, while the latter two years are in real terms. Additional increases will be permitted in 2002/03 and 2003/04 to take account of inflation.

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**Table 7.8 Maximum increases in ground water charges**

	2000/01	2001/02	2002/03	2003/04
	Current tariff	Proposed increases		
		Nominal	Real	Real
Base charge per property in nonmanaged areas	\$75	0%	0%	0%
Base charge per property in managed areas	\$100	20%	20%	20%
Entitlement charges (managed and nonmanaged areas)	Vary between valleys (see Table 7.9)	20%	20%	20%
Usage charges (managed areas only)	Vary between valleys (see Table 7.9)	20%	20%	20%

The Tribunal has retained the current difference between charges in managed and nonmanaged areas, as it reflects DLWC's higher costs in managed areas. (Managed areas require higher levels of information collection, analysis, monitoring and management, and metering of water usage.)

Table 7.9 shows the maximum tariffs for ground water. Future prices are shown in 2001/02 dollar values (ie, excluding the impact of CPI increases).

**Table 7.9 Maximum ground water prices (\$/ML)**

	2000/01 (2000/01 dollars) \$/ML		2001/02 (2001/02 dollars) \$/ML		2002/03 (2001/02 dollars) \$/ML		2003/04 (2001/02 dollars) \$/ML	
	Entitle- ment	Usage	Entitle- ment	Usage	Entitle- ment	Usage	Entitle- ment	Usage
	Border	0.42	0.21	0.50	0.25	0.60	0.30	0.72
Gwydir	0.42	0.21	0.50	0.25	0.60	0.30	0.72	0.36
Namoi	0.42	0.21	0.50	0.25	0.60	0.30	0.72	0.36
Peel	0.42	0.21	0.50	0.25	0.60	0.30	0.72	0.36
Lachlan	0.67	0.34	0.80	0.41	0.96	0.49	1.15	0.59
Macquarie	0.67	0.34	0.80	0.41	0.96	0.49	1.15	0.59
Far West	0.73	0.37	0.88	0.44	1.06	0.53	1.27	0.63
Murray	0.66	0.33	0.79	0.40	0.95	0.48	1.14	0.58
Murrumbidgee	0.41	0.20	0.49	0.24	0.59	0.29	0.71	0.35
North Coast	0.73	0.37	0.88	0.44	1.06	0.53	1.27	0.63
Hunter	0.73	0.37	0.88	0.44	1.06	0.53	1.27	0.63
South Coast	0.73	0.37	0.88	0.44	1.06	0.53	1.27	0.63

## 7.4 Large customer charges

DLWC levies a range of charges on large users who have Part 9 Water Management licences,<sup>36</sup> including Sydney Catchment Authority (SCA), Hunter Water Corporation (HWC) and Macquarie Generation (MG). These three large users made submissions to the Tribunal questioning the charges proposed by DLWC, which include usage charges to recover the costs of supply; application and annual charges to recover the costs of water licences; and a charge specific to SCA to fund an aquatic weeds task force. The Tribunal's Determination on these charges is discussed below.

### 7.4.1 Usage charges

After considering DLWC's proposal and the arguments and evidence put forward by SCA, HWC and MG, the Tribunal has decided that these large users' usage charges should be in line with those of other users in their respective valleys. Its main reason is that DLWC has not provided appropriate evidence to support its proposal for differential charges for large users.

#### *Sydney Catchment Authority and Hunter Water Corporation*

DLWC proposed to increase these customers' usage charge by 20 per cent per annum, because the level of the charge has not changed since its introduction in 1995 and there is a need to increase the charge to move towards full cost recovery. The Tribunal investigated the evidence presented to support DLWC's proposal, but found it was not conclusive enough to justify levying SCA and HWC charges different to other users.

HWC proposed that the current usage charge should be held at \$1.80 per megalitre until the charges of other customers in their respective valleys reach that level. At that point, it proposes that their charges increase in line with those for other users. The Tribunal accepts the principle that HWC and SCA should be charged on the same basis as other users in their valley or region. However, as these agencies do not have an entitlement, total usage will be used as a substitute. Effectively, this means that the valley specific entitlement charge and usage charge components of the two-part tariff will be combined and billed for each megalitre used.

For example, the charge derived by adding the entitlement (\$1.05/ML) and the usage (\$0.70/ML) portions of the two-part tariff for 2001/02 for the South Coast (see Table 3 of Determination attached) is \$1.75/ML. The charge for the SCA for 2001/02 is therefore \$1.80/ML. Note that the Tribunal has also determined that HWC be charged for groundwater and surface water separately, based on usage, in line with HWC's request for separate charging.

<sup>36</sup> Part 9 Water Licences under the *Water Act 1912* are granted to the following water management authorities: Sydney Water Corporation; Hunter Water Corporation; Sydney Catchment Authority; Delta Electricity; Eraring Energy; Macquarie Generation.

### *Macquarie Generation (MG)*

The Tribunal accepts DLWC's proposal to set MG's usage charge in line with that of other users. Prior to this Determination, the structure of MG's charges was complicated and the Tribunal requested<sup>37</sup> that DLWC normalise MG's licensing arrangements and hence pricing structures. DLWC and MG have undertaken extensive negotiations which have resulted in DLWC issuing a Part 9 licence to MG, and introducing usage charges for MG equivalent to other users in the Hunter valley. MG supports the principle that it should be charged bulk water rates similar to those of other users, but believes it should be compared to other large users with Part 9 licences. Under this Determination, both SCA and HWC will in due course be charged usage charges similar to those charged to other users in their areas.

### **7.4.2 Application and annual management charges**

The Tribunal notes that DLWC has negotiated application and annual management charges with SCA, HWC and MG in relation to these Part 9 licences. At least one of these agencies has questioned the basis for these charges. In the Draft Report the Tribunal indicated that it would consider whether it should set these charges. Following consideration of information about the nature of the charges and the steps taken by DLWC to disclose costs to these agencies, the Tribunal will not be determining these charges.

### **7.4.3 Charges to fund Aquatic Weeds taskforce**

DLWC proposes to charge SCA a special levy to fund an aquatic weeds task force. This task force is to be formed to reduce the threat posed by aquatic weed infestations in the Hawkesbury-Nepean. The Tribunal does not believe it has the legislative power to determine the proposed aquatic weeds levy.

### **7.5 Licence fees**

DLWC have advised the Tribunal that as part of the implementation of the Water Management Act it will be reviewing the structure of and fees for licences during the course of this determination period. Although licence fees will remain at current levels at this stage, the Tribunal's Determination allows for reconsideration of licence fees prior to June 2004. Any review of licence fees undertaken by the Tribunal will include public consultation.

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<sup>37</sup> IPART, *Bulk Water Prices for 1998/99 and 1999/00*, p 45.

## 8 IMPLICATIONS FOR DLWC AND STATE WATER

The proposed maximum prices will result in an increase in DLWC's total revenue of around \$8.9m over the determination period. This translates into an increase in the proportion of costs recovered from 61 per cent in 2000/01 to 74 per cent in 2003/04.

### 8.1 Increase in revenue

As Table 8.1 shows, DLWC's total revenue from bulk water tariffs is projected to increase by approximately \$7.8m between 2000/01 and 2003/04 (in 2001/02 dollars). The largest portion of this increase - \$5.4m - will come from increased tariffs on regulated rivers (based on DLWC's long-term usage volumes). A further \$1.3m will come from increased tariffs on unregulated rivers (assuming that the two-part tariff is not yet in operation<sup>38</sup>). Increased tariffs for ground water will contribute another \$1.1m (assuming that the volume of extraction and the proportions of managed and nonmanaged areas remain unchanged). However, revenue from ground water tariffs may be less than the projected amount due to lower usage volumes.

**Table 8.1 DLWC's total projected revenue by water source (2001/02 \$'000)**

	2000/01	2001/02	2002/03	2003/04
Regulated Rivers	32,858	33,485	36,001	38,260
Unregulated Rivers	1,950	2,173	2,696	3,221
Ground Water	1,829	2,022	2,487	2,953
Miscellaneous income	2,705	2,705	2,705	2,705
<b>Total</b>	<b>39,341</b>	<b>40,384</b>	<b>43,889</b>	<b>47,139</b>

Notes:

1. Revenue from regulated rivers has been calculated using DLWC's estimated long-term usage.
2. Revenue for unregulated water has been calculated using the Stage 1 Entitlement charge for irrigators and the \$100 fixed charge plus usage charge for towns and industry. It has been assumed that irrigators' entitlement volumes remain unchanged. Revenue from Sydney Catchment Authority and Hunter Water Corporation has been excluded.
3. Projected revenue from ground water has been calculated assuming that entitlement and usage volumes will remain unchanged, and that no more areas will become managed areas.
4. DLWC receives \$2.7m per year in miscellaneous income on regulated rivers. This amount is offset against costs when the level of cost recovery on regulated rivers is calculated.

<sup>38</sup> It is not possible to make an accurate prediction of revenue from the two-part tariff, firstly because town water supply agencies and industrial customers have not yet been given entitlement volumes, and secondly because irrigators' usage volumes are unknown. Revenue from towns and industries will increase once the two-part tariff is adopted, but revenue from irrigators may decrease if usage volumes are lower than entitlement volumes.

## 8.2 Improvement in cost recovery

Based on the costs and cost allocation methodology used for this Determination, the proposed maximum price increases will result in an increase in the level of cost recovery, from 61 per cent in 2000/01 to 74 per cent in 2003/04. As Table 8.2 shows, the overall level of cost recovery across the valleys will vary significantly, from 96 per cent in the Murray Valley to 19 per cent in the South Coast in 2003/04. The Tribunal notes that the level of cost recovery is significantly influenced by the cost base allowed which has changed over time. The likely growth in water resource management costs, discussed at 4.2, and refinement of the cost allocation methodology may result in continuing variability in the cost base.

**Table 8.2 Percentage of costs recovered by valley (all water sources)**

	2000/01 %	2003/04 %
Barwon Region (Border, Gwydir, Namoi, Peel)	66	82
Central West (Lachlan, Macquarie)	81	89
Far West	20	33
Murray	77	96
Murrumbidgee	78	88
North Coast	12	20
Hunter	30	45
South Coast	12	19
<b>Total NSW</b>	<b>61</b>	<b>74</b>

Table 8.3 shows that levels of cost recovery are far higher on regulated rivers than on unregulated rivers or for ground water in all valleys except the North Coast. The majority of regulated rivers will reach full cost recovery by 2003/04. However, levels of cost recovery will improve for all sources between 2000/01 and 2003/04.



Table 8.3 Percentage of allocated costs recovered from charges in 2003/04

	Cost recovery in 2003/04		
	Regulated Water	Unregulated Water	Ground Water
Border	100%	42%	
Gwydir	100%	89%	Barwon region
Namoi	100%	43%	37%
Peel	55%	Included in Namoi	
Lachlan	100%	28%	----- Central West
Macquarie	107%	71%	35%
Far West	No regulated rivers	33%	----- 34%
Murray	100%	33%	56%
Murrumbidgee	100%	71%	28%
North Coast	11%	21%	22%
Hunter	53%	31%	21%
South Coast	35%	20%	8%
<b>Total</b>	<b>94%</b>	<b>31%</b>	<b>32%</b>

Note:

1. Cost recovery levels in 2000/01 are shown in Table 6.1.

The continuing low level of cost recovery in some valleys is due to several reasons. In the Far West, there are no regulated rivers, and current prices for unregulated water and ground water in this area are low relative to the costs involved. In the coastal valleys, most of the bulk water used is from unregulated rivers and ground water with current prices well below the delivery costs. In addition, the current price on coastal regulated rivers is low relative to costs, largely because there are relatively few extractors to share the costs of the infrastructure. It is possible that the costs on some coastal valley rivers will never be fully recovered.

The prices set by the Tribunal will result in a shortfall in DLWC's revenue of \$15.9m in 2003/04, as shown Table 8.4. Whilst the largest portion of DLWC's revenue comes from regulated river tariffs, the bulk of its revenue shortfall comes from tariffs for unregulated water (\$7.0m) and ground water (\$6.3m). This indicates the new levels of cost recovery on unregulated rivers and for ground water are still significantly lower than the level on regulated rivers.

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**Table 8.4 Revenue shortfall in 2003/04 by valley and water source  
(\$m, 2001/02 dollars)**

	Regulated rivers	Unregulated rivers	Ground Water	Total
Border	0	0.1		
Gwydir	0	0.0	Barwon region	Barwon region
Namoi	0	0.3	1.4	2.2
Peel	0.4	Included in Namoi		
Lachlan	0	0.3	Central West	Central West
Macquarie	-0.2	0.2	1.0	1.2
Far West	na	0.9	0.8	1.6
Murray	0	0.2	0.4	0.5
Murrumbidgee	0	0.1	1.1	1.2
North Coast	0.4	2.0	0.4	2.8
Hunter	1.9	0.8	0.4	3.2
South Coast	0.3	2.2	0.8	3.3
<b>Total</b>	<b>2.6</b>	<b>7.0</b>	<b>6.3</b>	<b>15.9</b>

Note:

1. Numbers may not add up due to rounding.

## 9 IMPLICATIONS FOR CUSTOMERS

The maximum prices set represent significant increases in bulk water charges for many bulk water users, and some customers may find it difficult to absorb these increases. However, given that prices need to move towards full cost recovery level, the Tribunal believes its proposed price path represents a fair balance between the interests of customers, DLWC and the broader community. It is also of the view that the problem of declining farm profitability in some regions which may be exacerbated by price rises is better addressed through mechanisms other than pricing.

This section looks at the implications of the prices set by the Tribunal for customers that use regulated water, unregulated water and ground water.

### 9.1 Implications for regulated water users

Customers on regulated rivers will pay a maximum of 15 per cent more each year, in real terms, for the same entitlement and volume extracted. As Table 9.1 shows, a typical bill for a customer with a low security entitlement of 1,000ML per year and an extraction rate equal to the long-term average for the valley will change by between approximately \$0 and \$4,113 over the period 2000/01 to 2003/04 in nominal terms, assuming an inflation rate of 3 per cent in 2002/03 and 2003/04.

**Table 9.1 Examples of bills for customers on regulated rivers**

	Usage as % of entitlement volume <sup>1</sup>	Bill in 2000/01 (2000/01 \$ per year)	Bill in 2003/04 (2003/04 \$ per year)	Total increase (nominal \$)
<b>Low Security Entitlement = 1,000ML</b>				
Border	75	5,670	7,473	1,803
Gwydir	66	5,020	6,343	1,323
Namoi	83	10,029	13,590	3,561
Peel	21	6,263	7,332	1,068
Lachlan	39	4,995	6,676	1,681
Macquarie	61	6,132	6,132	0
Far West		No regulated rivers		
Murray	84	4,651	6,216	1,565
Murrumbidgee	73	3,831	4,638	807
North Coast	5	5,440	8,778	3,338
Hunter	75	6,704	10,816	4,113
South Coast	26	6,196	9,998	3,801

Notes:

- Entitlements vary significantly in size both within and between valleys. This table calculates the bill for an entitlement volume of 1 000 ML for comparability between valleys.
- The bills are calculated using DLWC's projections of average long-term usage per valley.
- The bills for 2003/04 have been calculated assuming 3 per cent inflation in 2002/03 and 2003/04.

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Increases of this magnitude may have significant impacts on farm incomes in some areas. However, the cumulative increases between 1999/00 and 2003/04 that will result from the Tribunal's prices are significantly lower than the increases used in the NSW Agriculture impact studies in the Peel and the Lachlan valleys (discussed in Chapter 6), and the impact on farm incomes will be similarly lower. Table 9.2 compares the cumulative increase in prices between 1999/00 and 2003/04 with those used in the NSW Agriculture studies.

**Table 9.2 Cumulative price increases compared with those used in NSW Agriculture studies in the Peel and Lachlan valleys**

	Cumulative increase in a typical bills, <sup>1,2</sup> 1999/00 – 2003/04	
	Increase with Tribunal's prices (real)	Increase used in NSW Agriculture study
Peel Valley	10%	200%
Lachlan Valley	30%	65%

Notes:

1. Typical bills were calculated assuming usage of 21 per cent of entitlement volumes in the Peel Valley, and 39 per cent in the Lachlan Valley. These are DLWC's projections of long-term usage. Low security entitlement prices were used.
2. Percentage increases are rounded to the nearest 5 per cent.

## 9.2 Implications for unregulated water users

Bills for water from unregulated rivers will increase by a maximum of 20 per cent per year in real terms over the determination period (assuming the customer remains on the same tariff structure and no change in other conditions, such as area, entitlement and/or usage volumes). Nominal increases will be higher in 2002/03 and 2003/04, as the maximum price increase allowed will be adjusted for inflation.

The bills of irrigation customers may increase by more than 20 per cent when they are converting to the two-part tariff structure. However, they may also increase by less than 20 per cent, depending on the crop conversion rate applied and on the customer's usage volumes. The bills of most town water supply agencies and industrial customers will increase by a relatively large amount when they are converted to the two-part tariff. However, these customers currently pay little for water from unregulated rivers. The increases will result when they move on to the same tariffs as irrigators.

### 9.2.1 Irrigation farmers

The Tribunal's changes to prices and the tariff structure for irrigation farmers using unregulated water will result in a significant increase in the bills of many of these farmers. However, in dollar terms, water from unregulated rivers is much cheaper than water from regulated rivers in all valleys. Therefore, bulk water payments to DLWC are likely to remain a small proportion of total farm costs.

Table 9.3 illustrates how the bills of irrigation farmers may change during the determination period, as a result of price increases and conversion to the two-part tariff. Column 2 shows that bills for farms converted to a volumetric licence (and thus paying a Stage 1 entitlement charge) and with an entitlement of 1,000ML per year are likely to increase by between \$840 and \$2,200 over the period from 2000/01 to 2003/04 in nominal terms (assuming 3 per cent inflation in 2002/3 and 2003/04). For farms converted to the two-part tariff who use only 80 per cent of their 1,000ML annual entitlement, the increase is likely to be smaller (Column 3). This is because the conversion ratio assumes that 100 per cent of an entitlement is extracted each year although typically actual usage will be less than this.

**Table 9.3 Examples of bills for customers on unregulated rivers under the current tariff structure and the two-part tariff**

	<b>Bill in 2000/01</b> Entitlement charge only (2000/01\$ per year)	<b>Bill in 2003/04</b> Entitlement charge only (2003/04\$ per year)	<b>Bill in 2003/04</b> Two-part tariff with usage of 80% of entitlement (2003/04 \$ per year)
<b>Entitlement = 1,000ML</b>			
Border	1,859	3,409	3,136
Gwydir	1,859	3,409	3,136
Namoi	1,859	3,409	3,136
Peel	1,859	3,409	3,136
Lachlan	1,495	2,742	2,522
Macquarie	2,193	4,021	3,699
Far West	1,012	1,856	1,707
Murray	1,500	2,750	2,530
Murrumbidgee	2,632	4,825	4,439
North Coast	1,994	3,655	3,363
Hunter	1,295	2,375	2,185
South Coast	1,463	2,682	2,467

Note:

1. The bills for 2003/04 have been calculated assuming 3 per cent inflation in 2002/03 and 2003/04.

However, note that when customers convert from the area-based charge to the volumetric entitlement charge, the actual change in their bill will depend on the crop conversion rate used to establish their entitlement volume. If the average rate for the valley is used, no change will be experienced. The entitlement volume is subject to negotiation between irrigators and DLWC. Conversion to the two-part tariff will only result in a smaller increase in the bill if the volume of extraction is lower than the entitlement volume. Given that a farm's long-term usage will usually be lower than its entitlement volume, most customers should be better off as a consequence of conversion to the two-part tariff.

### **9.2.2 Town water supply agencies and industrial customers**

Most town water supply agencies and industrial customers will face large increases in their bills when they convert to the two-part tariff. However, the Tribunal is satisfied that bulk water costs are usually a very small proportion of total costs. Since town water supply agencies and industrial customers currently pay very little for the water, the impact of the increases on total costs should be small. In addition, the bills for customers with licences for small extraction volumes may be lower, as the \$100 per year fixed charge will be removed.

In general, the impact on individual customers will vary, depending on:

- the size of the entitlement charge, which varies from \$0.73/ML in the Far West to \$1.90/ML in the Murrumbidgee Valley in 2001/02
- the size of the entitlement volume
- the percentage of this volume they use.

### **9.3 Implications for ground water users**

Ground water users will face fairly large price increases in relative terms. However, the dollar value of these increases is small compared to total farm costs.

Table 9.4 compares the (nominal) bills for ground water customers with an entitlement of 500ML per year in 2000/01 with the bills for those customers in 2003/04, assuming an inflation rate of 3 per cent in 2002/03 and 2003/04. The bills for customers in nonmanaged areas are lower than those for customers in managed areas, and will increase by less, firstly because they do not pay a usage charge and secondly because the \$75 per property base charge will remain unchanged in real terms after 2001/02.

Table 9.4 Examples of bills for customers using ground water

	Bill in 2000/01 (2000/01 \$ per year)	Bill in 2003/04 (2003/04 \$ per year)	Total increase (nominal \$)
<b>Nonmanaged areas – 500ML per year entitlement (\$ per year)<sup>1</sup></b>			
Barwon Region (Border, Gwydir, Namoi, Peel)	283	461	178
Central West (Lachlan, Macquarie)	408	691	282
Far West	442	752	310
Murray	404	683	279
Murrumbidgee	279	454	175
North Coast, Hunter, South Coast	442	752	310
<b>Managed areas – 500ML per year entitlement and usage (\$ per year)<sup>2</sup></b>			
Barwon Region (Border, Gwydir, Namoi, Peel)	413	756	344
Central West (Lachlan, Macquarie)	604	1,108	503
Far West	650	1,192	542
Murray	596	1,092	496
Murrumbidgee	404	741	337
North Coast, Hunter, South Coast	650	1,192	542

## Notes:

1. The average size of entitlements in nonmanaged areas is approximately 650ML per licence.
2. The average size of entitlements in managed areas is approximately 150ML per licence.
3. The bills for 2003/04 have been calculated assuming 3 per cent inflation in 2002/03 and 2003/04.

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## 10 IMPLICATIONS FOR THE ENVIRONMENT

In developing the Determination, the Tribunal considered its implications for the environment. In particular, it examined DLWC's water resource management expenditure in the light of the new *Water Management Act, 2000*. The Tribunal believes that the adoption of the impactor pays approach to allocating costs to users will serve to encourage efficient environmental outcomes in the longer term.

The Tribunal has previously stated its belief that the most effective way of addressing environmental problems on NSW rivers is for DLWC to manage water use within ecologically sustainable river flow regimes. This approach is consistent with that of the new Water Management Act (discussed in *Brief overview of the Water Management Act, 2000*, below). The role of water pricing in this context is to ensure DLWC has adequate funding to cover its water resource management costs, and to encourage demand management.

### 10.1 Ensuring adequate funding for water resource management

The Tribunal is concerned to ensure that the prices it sets provide adequate funding to cover DLWC's efficient water resource management activities. For this Determination, it commissioned ACIL to assist it in determining:

- the appropriate level of water resource management expenditure to be allowed for in determining prices
- the extent to which water resource management expenditure should be recovered from users.

ACIL found that the water resource management costs tabled by DLWC in its submission are almost certainly conservative. It believes that the continued application of an efficient planning process is likely to expand rather than contract the expenditure items, possibly quite substantially, over the three years for which DLWC has estimated costs.

The Tribunal has allowed for total water resource management expenditure of \$41m (post ANTS). This is in line with ACIL's recommendation and the amount proposed by DLWC in its submission.

### 10.2 Environmental compliance costs

As discussed in Section 5.1.4, the Tribunal has reviewed the allocation of costs for environmental compliance capital expenditure. These include the costs associated with the installation of fish ladders, facilities to mitigate thermal pollution and to enable environmental flows which mimic natural river flow cycles.

The Tribunal has concluded that these costs should be shared by extractive users and the Government, representing the broader community. It notes community expectations that the needs of the environment will be met at the same time as the needs of extractive users. Submissions received by the Tribunal indicate that the need for capital expenditure in this area is likely to increase.

### **10.3 Encouraging demand management**

The Tribunal considers that the prices it determines should encourage water conservation. However, the full nature of the impact of price changes on the demand for bulk water is not clear. The Tribunal recognises that price plays a supplementary role in encouraging demand management, but believes that decisions or planning instruments such as the MDBC cap are likely to be much more effective. It also notes the significant emphasis the new Water Management Act gives to securing environmental outcomes. In particular, the Act will provide priority and security for environmental water allocations. In addition, it will introduce a more effective water trading regime that is likely to lead to more efficient use of available water resources.

Most irrigators incur substantial costs in using bulk water in addition to water usage charges, including pumping and equipment costs. The Tribunal believes these costs alone would send some signals encouraging the efficient use of water, and the price increases resulting from this Determination in a number of valleys will serve to further reinforce these signals. In addition, the expansion of the two-part tariff structure to unregulated water and ground water customers should further encourage the efficient use of water, as this structure includes a substantial component based on the volume of water the customer uses.

The Tribunal conducted a preliminary examination of the current balance between the fixed entitlement charge and the variable usage charge in DLWC's two-part tariffs on regulated rivers. It found that the costs DLWC incurs to provide the services related to these charges consist substantially of fixed costs. If the balance was adjusted to better reflect the cost base the usage component of water charges would probably be substantially lower. The Tribunal believes such rebalancing would be inappropriate, and prefers to maintain a strong consumption-based price signal to encourage demand management.

**Brief overview of the Water Management Act 2000**

The Water Management Act 2000 will replace several older Acts including the Water Act 1912, the Rivers and Foreshores Improvement Act, the Irrigation Corporations Act and others. Provisions of the new Act are likely to have significant impacts on bulk water users and also on the management of environmental issues related to the extraction of bulk water.

The Water Management Act 2000 was created to better manage the water resources of NSW. It will take some five years to fully implement as regulations covering the detail of water management are progressively introduced. The Act aims to:

- protect and enhance water sources by establishing Water Management Plans, by issuing water use approvals, and by establishing water source protection zones
- strengthen the water rights of landholders by legislating for basic water rights, and by establishing a new system of water licensing with tradeable water access licences.

The Tribunal believes provisions of the new legislation relating to measures such as mandatory environmental flows in rivers and the establishment of Water Management Plans will provide the Government with significant new tools for water resource management.

The Act establishes Water Management Committees, with broad stakeholder representation, which will have the task of developing Water Management Plans. These are proposed as a means of reconciling multiple objectives and ensuring consideration of economic, social and environmental objectives.<sup>39</sup> The Committees, through the development of Water Management Plans, are intended to have significant input to water resource management decision making.

From the Tribunal's viewpoint, one of the most important objectives of the new water legislation is an improved framework for water entitlement trading. The Tribunal believes that a pragmatic system for trading will assist in facilitating the development of an efficient water market

<sup>39</sup> See second reading speech introducing the Water Management Bill 2000, delivered by the Minister for Agriculture and Minister for Land and Water Conservation, The Hon R Amery MP, Legislative Assembly 22 June 2000.

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## APPENDIX 1 GLOSSARY/ABBREVIATIONS

AAA	Agriculture-Advancing Australia
ACCC	Australian Competition and Consumer Commission
ACIL	ACIL Consulting
Artificial Water Asset	Structures or equipment built as part of water system such as dams, weirs, fish ladders, irrigation channels.
ANTS	A New Tax System (Goods and Services Tax) Act, 1999
Capex	Capital Expenditure (refer Section 4.3.1)
COAG	Council of Australian Governments
CPI	Consumer Price Index
CSC	Customer Service Committee
DBBRC	Dumaresq Barwon Border River Commission
DLWC	Department of Land and Water Conservation
GST	Goods and Services Tax
Ha	Hectare
HWC	Hunter Water Corporation
IPART	Independent Pricing and Regulatory Tribunal
KPA	Key Performance Area
KRA	Key Results Area
Legacy Costs	Current and future costs attributable to past activities (refer p 31).
Line-in-the-sand	Tribunal Determination in 1998 to write down all pre 1 July 1997 assets to zero value, for pricing purposes.
MDBC	Murray-Darling Basin Commission
MEERA	Modern Engineering Equivalent Replacement Asset - An asset value calculated on the basis that the asset is constructed at the time of valuation in accordance with the modern engineering practice and the most economically viable technologies, which provides similar utility functions to the existing asset in service.
Natural Capital Assets	Ecological goods and resources associated with living things, their modes of life and habitats. Rivers, aquifers, fish and water birds are natural capital assets.
NCC	National Competition Council
NSW	New South Wales
OH&S	Occupational Health and Safety
Opex	Operating Expense
PwC	PricewaterhouseCoopers (Consultants)

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<b>R&amp;D</b>	Research and Development
<b>Regulated River</b>	Those rivers or sections of rivers in which the water flow is controlled by a regulating structure, such as a dam or weir, owned by State Water (DLWC).
<b>ROA</b>	Return on Assets (refer Appendix 7)
<b>SCA</b>	Sydney Catchment Authority
<b>Statement of Financial Performance</b>	A statement of financial performance specifies a State Government Agency's and Treasury's commitments, establishes financial and performance targets for the agency, and sets out the agreed principles upon which the funding and delivery of services in the agency's area of responsibility will be based.
<b>TAMP</b>	Total Asset Management Plan
<b>Tribunal</b>	Independent Pricing and Regulatory Tribunal
<b>Unregulated River</b>	Those rivers, or stretches of rivers, which are not controlled by a dam or weir that is owned by State Water (DLWC).
<b>WRM</b>	Water Resource Management (refer Section 4.2)
<b>WRSAP</b>	Water Reform Structural Adjustment Program

## APPENDIX 2 IPART ACT REQUIREMENTS

### A2.1 Section 15 compliance

Section	Reference
s15(1)(a) the cost of providing the services concerned	The Tribunal has reviewed the cost of providing bulk water and the appropriate allocation of these costs. Its consideration of these issues is discussed in <b>Chapters 4 and 5</b> .
s15(1)(b) the protection of consumers from the abuses of monopoly power in terms of prices, pricing policies and standard of services	<b>Chapters 4 and 5</b> discuss how the Tribunal has analysed costs and adopted those that it believes are appropriate. <b>Chapter 6</b> discusses the impact of price increases on customers and how the Tribunal has determined a transition period for increases in prices.
s15(1)(c) the appropriate rate of return on public sector assets, including appropriate payment of dividends to the Government for the benefit of the people of New South Wales	<b>Chapter 4</b> discusses the rate of return chosen by the Tribunal and the reasoning behind that decision.
s15(1)(d) the effect on general price inflation over the medium term	<b>Chapters 6 and 7</b> discuss Tribunal's proposed price increases. Whilst substantial in percentage terms in some valleys, the Tribunal does not expect that the increase in prices will have a significant effect on general price inflation.
s15(1)(e) the need for greater efficiency in the supply of service so as to reduce the cost for the benefit of consumers and tax payers	<b>Chapter 4</b> discusses the outcomes of the independent consultancy commissioned by the Tribunal to analyse the efficiency of DLWC's costs.
s15(1)(f) the need to maintain ecologically sustainable development (within the meaning of section 6 of the Protection of the Environment Administration Act 1991) by appropriate pricing policies that take account of all the feasible options available to protect the environment	<b>Chapter 10</b> discusses implications of the new prices for the environment.
S15(1)(g) the impact on pricing policies of borrowing, capital and dividend requirements of the government agency concerned and, in particular, the impact of any need to renew or increase relevant assets	DLWC is not required to pay dividends or raise capital. The appropriate levels of capital expenditure were reviewed by a consultancy commissioned by the Tribunal. Its findings and provision for asset renewal through an annuity are discussed in <b>Chapter 4</b> .
s15(1)(h) the impact on pricing policies of any arrangements that the government agency concerned has entered into for the exercise of its functions by some other person or body	Not applicable.
s15(1)(l) the need to promote competition in the supply of the services concerned	<b>Chapter 3</b> discusses the progress towards separating State Water as an independent body. The Tribunal notes comments made by the PricewaterhouseCoopers consultancy that scope exists for market testing some activities undertaken by DLWC.

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Section	Reference
s15(1)(j) consideration of demand management (including levels of demand) and least cost planning	<b>Chapter 10</b> outlines the Tribunal's consideration of pricing strategies to promote demand management.
s15(1)(k) the social impact of the determinations and recommendations	<b>Chapter 6</b> discusses limits the Tribunal has placed on price movements and <b>Chapter 9</b> discusses implications for customers.
s15(1)(l) standards of quality, reliability and safety of the services concerned (whether those standards are specified by legislation, agreement or otherwise).	The Tribunal has endeavoured to ensure that prices are appropriate to the level of service provided. <b>Chapter 3</b> discusses the progress made by State Water since the last determination.

## A2.2 Section 16 Compliance

Section 16 of the IPART Act requires an assessment of the likely annual cost to the NSW Government's consolidated fund if bulk water prices are not increased to the maximum level and DLWC was compensated for the revenue foregone. Given DLWC's estimate of long term water usage, the Tribunal estimates that DLWC would forego a total of \$19.7m (2001/02 dollars) over the determination period if the new maximum bulk water prices were not applied from 1 October 2001. This calculation is based on a projected inflation rate of 3.0 per cent per year.



## APPENDIX 3 ISSUES FOR THE NEXT DETERMINATION

As a result of the Tribunal's inquiries, consultants reports and submissions received from stakeholders in the lead up to this Determination the Tribunal has identified a number of issues that need attention by DLWC prior to the next Determination. These issues are:

- **Progressive movement towards a two-part tariff for all bulk water**

The Tribunal notes that the staged process for the introduction of a two-part tariff on unregulated rivers has started and would expect to see this progressed significantly by the next Determination.
- **The balance between entitlement and usage charges in structuring two-part tariffs**

There is wide variation between the ratios of entitlement charges to usage charges across regulated rivers. The reasons for this may not necessarily be due to cost reflectivity. The Tribunal encourages DLWC to further investigate the composition of the tariffs with reference to its implications for DLWC revenues, impact on customers, and the potential signalling effects of the charges.
- **High security and low security entitlement charges**

The Tribunal is aware that the costs of storage to cater for high security customers are significantly greater than for low security customers. The Tribunal is also aware that in some valleys it is cheaper for users to convert from low security to high security entitlements for the same expected volume of water. This decreases the revenue that DLWC receives but not DLWC's costs. Arguably this may result in some general security users paying a relatively higher price than warranted. The Tribunal encourages DLWC to review these ratios for consideration at the time of the next Determination.
- **Wholesale customer discounts**

The Tribunal is aware that, whilst DLWC believes these discounts are not justified on cost grounds, bulk water customers do provide information that assists DLWC to perform its functions. The Tribunal foreshadows that it will review wholesale discounts at the time of the next Determination and requests that DLWC investigate and review these discounts in the intervening period.
- **Separate Valley Accounts**

The Tribunal is aware that there are cost implications for State Water setting up separate valley accounts. However, the Tribunal considers that further work needs to be conducted to ensure the integrity of the cost database and to facilitate independent auditing.
- **Ring Fencing**

The Tribunal expects that DLWC will quickly formalise and finalise the process of charging for services between itself and State Water. This will enable State Water to issue tenders for and, where appropriate, engage external providers for services currently provided by DLWC.
- **Customer Service Committees**

To help guarantee the objectives of the CSCs in ensuring that stakeholders have meaningful input into how bulk water services are delivered in their valley the Tribunal expects that State Water will better manage its consultation with and information provision to CSCs in the period up to the next Determination.

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- **Operating Costs**

Given the probability of significant developments within the industry the Tribunal is likely to review in detail the operating costs of DLWC at the next Determination. It notes that the costs used for this Determination should not be regarded as the benchmark efficient costs.

- **Capital Expenditure**

The Tribunal has accepted PwC's revised capital expenditure calculations. PwC's revised capital program made allowance for additional compliance expenditure. At the next investigation the Tribunal will review DLWC's capital expenditure over the price path to ensure that capital expenditure has been undertaken on the projects that it was earmarked for.

- **Murray Darling Basin Commission Costs**

To ensure that MDBC costs are appropriately assigned on an impactor pays basis for the next Determination and thus ensure that Murray valley users do not pay more than their fair share of these costs, the Tribunal requires DLWC to develop a robust and transparent method of allocating MDBC costs for the next Determination.

## APPENDIX 4 LIST OF SUBMISSIONS

*Submissions received prior to release of Draft Report*

### Organisation

Bathurst City Council  
 Border Rivers Food and Fibre  
 Coastal Valleys Customer Service Committee  
 Coffs Harbour City Council  
 Coffs Harbour City Council  
 Cooma-Monaro Shire Council  
 Cowra Shire Council  
 Cudgegong Valley Water Committee  
 Dept of Land & Water Conservation  
 Environment Protection Authority  
 Friends of the Earth Sydney  
 Gwydir Valley Irrigators Association  
 Gwydir Valley Irrigators Association  
 Hunter Valley Water Users Association  
 Hunter Water Corporation  
 Lachlan Valley Customer Service Committee  
 Lachlan Valley Water  
 Local Government & Shires Associations  
 Lower Clarence County Council  
 Macquarie Generation  
 Macquarie River Food & Fibre  
 MIA Council of Horticultural Associations Inc  
 Moira Board of Management  
 Mungindi - Menindee Advisory Council Inc.  
 Murray Customer Service Committee  
 Murray Irrigation Limited  
 Murray Valley Ground Water Users Association  
 Murrumbidgee Customer Service Committee  
 Nambucca Valley Water Users & Management Group  
 Namoi Regulated River Management Committee  
 Namoi Valley Water Users Association  
 Narromine Irrigation Board of Management  
 NSW Fisheries  
 NSW Irrigators' Council  
 NSW Irrigators' Council

### Representative

Mr Phillip Perram  
 Mr Bruce McCollum  
 Mr Bob Doyle  
 Mr W Davison  
 Mr Mark Ferguson  
 Mr Neil Watt  
 Mr Carl Berry  
 Mr Trevor Crosby  
 Dr Robert Smith  
 Ms Lisa Corbyn  
 Mr Dietrich Willing  
 Mr John Seery  
 Mr John Seery  
 Mr Arthur Burns  
 Mr David Evans  
 Mr Dennis Moxey  
 Ms Mary Ewing  
 Mr Murray Kidnie  
 Mr Ian Preston  
 Mr John Neely  
 Ms Michelle Ward  
 Ms Belinda Wilkes  
 Mr Michael Barlow  
 Mr Peter Cottle  
 Mr Colin Thomson  
 Mr Bill Hetherington  
 Mr Leigh Chappell  
 Mr Rel Heckendorf  
 Mr Barry Kerr  
 Mr Jim McDonald  
 Mr Jeremy Killen  
 Mr E O Whittle  
 Mr Steve Dunn  
 Mr Brad Williams  
 Mr Brad Williams

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NSW Irrigators' Council	Mr Brad Williams
Pechelba Trust	Mr Ian Cush
Peel Valley Water Users Association	Mr Laurie Pengelly
Peel Valley Water Users Association	Mr Adrian Snowden
Rous Water	Mr Wayne Franklin
Shoalhaven City Council	Mr John Gould
Southern Riverina Irrigation Districts' Council	Ms Deborah Kerr
Stratharlie Pastoral Company Pty Ltd	Mr Thomas Woolaston
Sydney Catchment Authority	Mr Jeff Wright
Tamworth City Council	Mr Bruce Logan
Tweed Shire Council	Mr Mike Rayner
Warren Shire Council	Mr Ashley Wielinga
Water Directorate	Mr Gary Mitchell
West Corurgan Private Irrigation District	Mr Peter Wallis
Western Murray Irrigation Ltd	Mr Anthony Couroupis
World Wide Fund for Nature Australia	Mr Warwick Moss

**Individual**

Mr Robert Caldwell  
Mr Stephen Crossling  
Mr Barry Gilbert  
Mr Philip Griffith  
Mr J E Hodges  
Mr AB & GF Jarrett  
Mr & Mrs IW & G McKnight  
Mr Ildu Monticone  
Mr Laurie Pengelly  
Mrs G Thrift  
Mr D A Woods

*Submissions received following release of Draft Report***Organisation**

Border Rivers Food and Fibre  
 Dept of Land & Water Conservation  
 Friends of the Earth Sydney  
 Gwydir Valley Irrigators Association  
 Lachlan Valley Water  
 Macquarie River Food & Fibre  
 Murray Irrigation Limited  
 Murray Valley Ground Water Users Association  
 Murrumbidgee Irrigation  
 Namoi Valley Water Users Association  
 NSW Fisheries  
 NSW Irrigators' Council  
 Pechelba Trust  
 Peel Valley Water Users Association  
 Southern Riverina Irrigation Districts' Council  
 Sydney Catchment Authority  
 Tamworth City Council  
 Toonumbar Dam Water Users' Association  
 World Wide Fund for Nature Australia

**Representative**

Mr Bruce McCollum  
 Dr Robert Smith  
 Mr Dietrich Willing  
 Mr John Seery  
 Ms Mary Ewing  
 Ms Michelle Ward  
 Mr Bill Hetherington  
 Mr Leigh Chappell  
 Mr John Chant  
 Mr Jeremy Killen  
 Mr Steve Dunn  
 Mr Brad Williams  
 Ms Robyn Cush  
 Mr Laurie Pengelly  
 Mr Trevor Clark  
 Mr Graeme Head  
 Mr Ray Hezkial  
 Mr Gordon Bebb  
 Mr Warwick Moss

**Individual**

Mr Robert Caldwell  
 Mr Stephen Crossling  
 Mr Roger O'Farrell  
 Mr R J Oldfield  
 Mr D A Woods

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**APPENDIX 5 PRESENTERS AT THE PUBLIC HEARING**

<b>Organisation</b>	<b>Presenters</b>
Department of Land and Water Conservation	Dr Chris Guest, Mr Robert Marsh, Mr Abel Immaraj
NSW Irrigators Council	Mr Brad Williams, Mr Ted Morgan, Mr Dick Thompson, Ms Michelle Ward
Combined Environmental Groups	Mr Warwick Moss, Dr Stuart Blanch
Coastal Valleys Customer Service Committee	Mr Bob Doyle, Mr Arthur Burns
Hunter Water Corporation	Mr Kevin Young, Mr Andrew Amos
Sydney Catchment Authority	Mr Richard Warner

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**Appendix 6 Compliance with information requirements from last determination**


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## APPENDIX 6 COMPLIANCE WITH INFORMATION REQUIREMENTS FROM LAST DETERMINATION

At the time of the last Determination the Tribunal indicated the information it required from DLWC to enable a medium term price path to be determined. This appendix lists those requirements and the Tribunal's assessment of DLWC's compliance with supplying the information.

Item	Tribunal's assessment of DLWC's compliance	Comment
<b>General information</b>		
1. Description of the scope of activities for State Water and each DLWC water related program.	Partial	State Water activities described.
2. Description of how ring fencing of costs and activities works within the DLWC.	Partial	Description provided but separately auditable accounts are not available and cannot be produced given current accounting systems.
3. Current organisational chart.	Full	Submission Appendix 1.
4. Description of how services are charged between related business units, ie transfer prices to and from State Water, where relevant.	Partial	Provided. PwC has quantified the nature of these services but greater formalisation is required.
5. DLWC's Corporate Plan and any documentation explaining its resource management role.	Partial	State Water does not have these plans in the sense commonly used. A high level Vision Mission type plan and KRA's have been provided. No documents explaining its resource management role.
6. Description of asset valuation methodology used for financial reporting and regulatory purposes, where different.	Full	Submission Table 2 MEERA valuation.
7. Description of cost allocation methodology.	Full	Submission section 4.
8. Review of progress in implementing the NSW Government's water reform agenda and its implications for operating and capital costs of water related activities.	Partial	Only a brief description in Submission section 1. ACIL has reported on this.
9. Review of implications of NCC review of NSW compliance with COAG water reforms.	Substantial	Only a brief description in Submission section 1. ACIL has reported on this.

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<b>Item</b>	<b>Tribunal's assessment of DLWC's compliance</b>	<b>Comment</b>
<b>Separation of State Water</b>		
10. Copies of State Water's Operating Licence, Water Access Authority and Statement of Corporate Intent.	Partial	Draft Operating Authority Draft Access authority provided.
11. Clear accounting of the resource management activities recovered in the bill sent by the resource manager to State Water.	Substantial	Valley Accounts for 1999/2000 show details. However, this can only be done manually at year-end.
12. Clear separation in the operating licence of State Water's functions from the resource management functions.	Partial	Draft Operating Authority is referred to in submission.
13. Description of service agreements between DLWC and State Water.	Partial	Copies have been provided but about \$2m seems to be unaccounted for by service agreements. PWC has reported on this.
14. Review of degree to which any service agreements are contestable.	No	Review not carried out. State Water says no contestability is possible on the grounds none of these services can be obtained commercially.
<b>Customer service</b>		
15. Description of recent improvements in customer service.	Full	Submission Appendix 2.
16. Copy of a Customer Service Charter negotiated with a customer service committee.	Partial	Still being developed. Copy of pro-forma provided.
17. Review of the billing system and any steps taken to improve it.	Full	Submission Appendix 2.
18. Copy of State Water's complaints protocol (and any similar documentation for DLWC).	Full	Submitted separately.
19. Copy of current customer satisfaction surveys.	Substantial	Full details of the last survey in April 1999 provided, next survey is in June 2002.
20. Description of processes for consultation with user groups and other stakeholders on regional/valley accounting, and negotiation of service levels, where appropriate.	Substantial	Description of the processes are provided but concerns remain about how they are implemented.

## Appendix 6 Compliance with information requirements from last determination

Item	Tribunal's assessment of DLWC's compliance	Comment
<b>Financial information</b>		
21. Financial statements for State Water including: <ul style="list-style-type: none"> <li>• profit and loss account - audited previous year, current and 5 year forecast</li> <li>• balance sheet - audited previous year, current and 5 year forecast</li> <li>• cash flow - audited previous year, current and 5 year forecast</li> <li>• capital expenditure forecasts - 30 years</li> <li>• debt and interest profiles - plus 10-year forecasts.</li> </ul>	Substantial	Valley Profit and loss accounts provided in Appendix 2. Balance sheet - 3 year projections only provided separately. Separate detailed TAMP, summary in submission Appendix 4. DLWC / State Water has no debt.
<b>Capital costs</b>		
22. Copy of current Total Asset Management Plan.	Full	
23. Description of how future capital works are affected by dam risk assessments and current or potential environmental flow rules.	Substantial	Described in section 4 of Submission and TAMP.
24. Description of asset value for the current review, tracing additions to initial capital base since the last review.	Substantial	Described in section 4 of Submission. Spreadsheets provided separately.
25. The requested rate of return and calculations that support this request.	Partial	Basis of claim stated but calculations not provided.
26. Depreciation expense by major asset class for those capital items excluded from the asset annuity, indicating the method of depreciation, a average asset life, and a comparison of depreciation expense for tax or tax equivalent purposes.	Substantial	Underlying details for tax purposes not provided.
27. Evidence that MDBC asset annuity is based on engineering assessments of asset conditions and financial calculations from asset plans.	Partial	Some MDBC details have been provided. However, both PWC and ACIL have reviewed in detail.
<b>Operating costs</b>		
28. Audited special purpose valley financial statements for years 1999/00 and 2000/01.	Partial	Unaudited statements are provided in Submission Appendix 2.
29. Staff numbers by valley/region by year.	Full	Provided separately.
30. Wages and salaries by valley/region by year.	Full	Provided separately.

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Item	Tribunal's assessment of DLWC's compliance	Comment
31. Total overhead costs prepared on an accruals basis.	Full	Provided separately.
32. Assigned corporate overheads, indicating the total amount of the corporate overhead, the amount assigned to each valley/region, and the basis and calculation of that allocation.	Substantial	Embedded in the underlying models provided separately. Some problems with consistency of application.
33. Separate identification of costs charged by the Murray Darling Basin Commission (MDBC) and any associated MDBC water business, and description of associated works.	Substantial	Much information has been made available to IPART and the consultants separately. Both PWC and ACIL have reviewed in detail.
34. Description and measurement of efficiency improvements since the last review, and targets for the proposed price path period.	Partial	Details tracking levels of service have been provided but the nature of the efficiency savings is not documented. In areas where the Tribunal's previously determined cost savings of 20 per cent were not achieved, the proposed costs have been adjusted down to reflect this.
35. Results of any internal benchmarking between regions/valleys and externally with other utilities.	No	Will only be available in June 2002. PwC performed 'desktop' internal benchmarking in its review.
<b>Performance measures and operating statistics</b>		
36. Description of performance management system and efficiency measures.	Partial	Some areas show compliance (eg the TAMP for Asset Management KPA) while other areas show less compliance (eg no customer charter for the Customer Service KPA).
37. Number of customer complaints by year (where available), by water source and major category (eg service quality, problems, prices too high, tariff structures).	Partial	Some statistics provided separately. DLWC enquiry system is being revised.
38. Map of river network showing dams, weirs, and any other regulatory structure.	Full	Provided separately.
39. Profile of water use on regulated rivers for the past five years and projections for the coming year, showing water use in each regulated river broken into allocation water, off-allocation water and high flow usage.	Partial	Some details provided. ACIL's further consultancy is reviewing this.

## Appendix 6 Compliance with information requirements from last determination

Item	Tribunal's assessment of DLWC's compliance	Comment
40. Description of the method used to determine water allocations on regulated rivers and any relevant changes to this method in the preceding five years or over the proposed price path.	No	
41. Description of water use on unregulated rivers and projections over proposed price path by region/valley, and description of methods used to permit or restrict water usage.	Partial	Some information in models. Future information should be better after metering program is completed.
42. Profile of water use from ground water sources by valley/region over the preceding five years (differentiating management and non-management areas) and projections over the proposed price path, and description of the system for determining allocations.	Partial	Some historical information in models. Projections over the proposed price path not clearly identifiable.
<b>Proposed prices and tariff reform</b>		
43. Requested revenue as developed from these inputs.	Full	Provided in submission and separately.
44. Proposed prices, describing the current prices, and proposed changes over the requested price path.	Full	Provided in submission and separately.
45. Revenue analysis, indicating the amounts of revenue derived from each valley/region by year, by water source.	Substantial	Revenue figures provided for 2003/04 in submission, other years provided separately.
46. Description of the method used to derive proposed prices and major drivers in the application of that method.	Full	Provided separately.
47. Pricing models, updated for changes to licence system and water usage data.	Substantial	Provided separately.
48. Description of actions taken to rationalise existing tariffs and licensing system to overcome charging anomalies (eg Macquarie Generation, industrial water use, town water supply, recreational, high flow).	Substantial	Information in section 5 of submission.
49. Description and review of the method used to determine premiums for high security water use.	Partial	Some information in section 5 of submission.
50. Review of the existing proportions of fixed and usage charges.	Partial	Some information in section 5 of submission.

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<b>Item</b>	<b>Tribunal's assessment of DLWC's compliance</b>	<b>Comment</b>
51. Review of the cost-reflectivity of high security premiums.	No	
52. Review of the existing discounts on wholesale access fees and the commercial viability of charging arrangements with these wholesale customers, including any legislative obstacles to charging for system losses.	Partial	Some information in section 5 of submission. No changes are proposed to the current system.
53. Comparison of existing and proposed prices with bulk water prices in Queensland, Victoria and any other relevant jurisdictions.	Full	Provided separately.
<b>Impact analysis</b>		
54. Description of the impact of proposed prices on typical bills for water users by water source.	Partial	Section 6 of submission and separate information provides percentage changes in total but no details.
55. Assessment of the financial impact of proposed prices on typical water users by region/valley.	Partial	Department of Agriculture report on the Peel and Lachlan valleys and gross margin analysis provided.
56. Assessment of the socio-economic impact of proposed prices by region/valley.	Partial	Department of Agriculture report on the Peel and Lachlan valleys and gross margin analysis provided.
<b>Licence fees and other miscellaneous charges</b>		
57. A schedule of licence fees and identification of any changes over the past three years.	Full	Provided separately.
58. Review of licensing administration processes and efficiency levels.	No	Not provided for this review. No changes proposed.
59. Description of any changes proposed to licensing administration and fees and the time frame for this.	Full	No changes proposed.
60. A schedule listing other miscellaneous charges levied by the DLWC or State Water.	Full	No changes proposed to list in the 1997 IPART Determination (Appendix 3).
61. Revenues raised from each of those miscellaneous charges, by year.	Substantial	Provided separately in DLWC models.
62. Description of any actions to develop fee-for-service charging for access to DLWC's information database.	No	Not addressed in the submission.
63. Separate identification of resource management actions and costs attributed to metropolitan water authorities and any other 'large' customers.	Partial	Some information gained from separate meeting with SCA and DLWC.

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Appendix 7 Effective prices of low and high security entitlements based on long-run average allocation  
in regulated rivers

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## **APPENDIX 7 EFFECTIVE PRICES OF LOW AND HIGH SECURITY ENTITLEMENTS BASED ON LONG-RUN AVERAGE ALLOCATION IN REGULATED RIVERS**

The effective High and Low Security Entitlement Charges for the Hunter and Peel Valleys have been calculated by using DLWC's long term average cap estimates and subtracting the long-run average high security usage from the cap estimates to determine the average amount of water available to low security users.

For all the other inland valleys long-run average high security usage figures were not available from DLWC. In these cases the High Security Entitlement figure was used as a proxy. This underestimates the amount of water available to low security users and thus over-estimates the effective low security entitlement charge in these valleys. This only serves to make the conclusions about the Peel Valley more robust.

DLWC has not yet modelled long term average cap estimates for the North Coast and South Coast. Estimates for the cap have been calculated assuming that the cap is the same percentage of the Total Entitlements as for the Hunter Valley. Long-run average high security usage figures for the North Coast and South Coast valley were also not available so they have been treated in the same way as the inland valleys. This overestimates the relative problem in these two valleys.

It can be seen from the table (column 13) that the relative high and low security entitlement charges are unlikely to be cost reflective. DLWC has also indicated some concern about this problem and intends to address this issue over the course of this Determination. Nevertheless it is apparent that there is a particular problem with the Peel Valley.

The numbers in this table for the Peel Valley have already been calculated using the 2000/01 low security entitlement charge.

Column 14 highlights the level of cost recovery in all valleys when both the high and low security users are charge the respective valley Low Security Entitlement Charge.

Table A7.1 Effective Prices of Low and High Security Entitlements based on long-run average allocation in Regulated Rivers

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Valley/Region	H/S Entitlement (mL)	L/S Entitlement (mL)	Total Entitlements (mL)	Cap Estimates (mL)	H/S Entitlements % of Total Cap	H/S Entitlement Charge (2001/02)	L/S Entitlement Charge (2001/02)	H/S Long Run Average Allocation	L/S Long Run Average Allocation	Effective Price H/S Entitlement	Effective Price L/S Entitlement	% by which the Effective L/S Price exceeds the Effective H/S Price	Cost recover if all entitlement charged at Effective LS price
Murray	242877	2078314	2321191	1871000	12.98%	\$4.51	\$4.09	12.98%	87.02%	\$4.51	\$5.22	16%	107%
Murrumbidgee	293613	2015951	2309564	2002000	14.67%	\$3.54	\$3.36	14.67%	85.33%	\$3.54	\$3.96	12%	95%
Lachlan	49606	622693	672299	319000	15.55%	\$5.62	\$3.74	15.55%	84.45%	\$5.62	\$8.64	54%	157%
Macquarie	36184	635269	671453	443000	8.17%	\$4.24	\$3.26	8.17%	91.83%	\$4.24	\$5.09	20%	138%
Namoi	8161	255826	263987	233000	3.50%	\$8.17	\$5.45	3.50%	96.50%	\$8.17	\$6.20	-24%	89%
Gwydir	16964	510359	527323	334000	5.08%	\$4.52	\$3.00	5.08%	94.92%	\$4.52	\$4.83	7%	116%
Border	2750	260656	263406	188000	1.46%	\$4.87	\$3.26	1.46%	98.54%	\$4.87	\$4.59	-6%	103%
Hunter	40000	129266	169266	78000	51.28%	\$6.16	\$4.40	51.28%	48.72%	\$6.16	\$14.97	143%	85%
Peel	8000	31063	39063	12000	66.67%	\$8.66	\$5.02	66.67%	33.33%	\$8.66	\$38.98	350%	237%
North Coast	5	6171	6176	2470.4	0.20%	\$7.88	\$6.06	0.20%	99.80%	\$7.88	\$15.17	92%	20%
South Coast	836	14320	15156	6062.4	13.79%	\$7.88	\$6.06	13.79%	86.21%	\$7.88	\$16.60	111%	60%



## APPENDIX 8 ACIL COST SHARES

The resulting overall cost shares, at a product level, as derived by ACIL in their Review of Water Resource Management Costs are shown below.<sup>40</sup>

**Table A8.1 Implied user shares, aggregating up from the sub-product level - different allocation rules (%)**

Code	ProductName	Current	2001/02 to 2003/4					
		IPART 1998/99	Proposed DLWC (a)	Legacy Share	Impacter 0% Legacy	Impacter 25% Legacy	Beneficiary 0% Legacy	Beneficiary 50% Legacy
PA1	Surface Water Database	50%	50%	7%	65%	67%	37%	41%
PA2	Groundwater Database	70%	70%	0%	100%	100%	100%	100%
PA3	Other Water Databases	0%	0%	0%	0%	0%	0%	0%
PA4	Water Information Product	0%	0%	25%	50%	56%	19%	31%
PB1	Surface Water Allocation Strategies	50%	50%	0%	100%	100%	0%	0%
PB2	Surface Water Licences	100%	100%	0%	100%	100%	90%	90%
PB3	Groundwater Allocation Strategies	70%	70%	0%	100%	100%	70%	70%
PB4	Groundwater Licences	100%	100%	0%	100%	100%	90%	90%
PC1	Rural Water Supply Strategies	90%	90%	0%	100%	100%	80%	80%
PC2	Rural Water Operations	90%	90%	0%	100%	100%	90%	90%
PC3	Flood Operations	50%	50%	91%	6%	29%	0%	46%
PC4	Rural Water Infrastructure	90%	90%	16%	80%	84%	76%	84%
PD1	River Quality / Flow Reforms	0%	50%	18%	39%	43%	0%	9%
PD2	Blue Green Algae Strategies	50%	50%	1%	89%	89%	0%	1%
PD3	River Salinity Strategies	50%	50%	50%	10%	22%	0%	25%
PD4	Bacterial, Chemical and Other Strategies	0%	0%	0%	100%	100%	0%	0%
PD5	Groundwater Strategies	70%	70%	0%	100%	100%	100%	100%
PD6	Wetland Strategies	0%	0%	50%	50%	62%	0%	25%
PD7	Water Industry Strategies	0%	0%	0%	0%	0%	50%	50%
PE1	Rivers and Groundwater Income	0%	100%	0%	100%	100%	100%	100%
	Total	N/A	68%	22%	64%	70%	49%	60%

Notes:

(a) The total in this column is an amount calculated by allocating DLWC proposed shares to the revised costs, it is not a DLWC proposed share.

Note:

A detailed allocation of user-shares at the sub-product level is presented in Appendix 5 of the ACIL report 'Review of Water Resource Management Expenditure in the NSW Department of Land and Water Conservation and State Water Business 31 July 2001'. This report is available at the Tribunals website: [www.ipart.nsw.gov.au/current.htm#bulk01](http://www.ipart.nsw.gov.au/current.htm#bulk01)

<sup>40</sup> ACIL, *Review of water resource management expenditure in the NSW Department of Land and Water Conservation*, July 2001, p 54.

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Table A8.2 Implied user shares, aggregating up from the sub-product level - different allocation rules (\$)

Code	ProductName	Current	2001/02 to 2003/4					
		IPART 1998/99	Proposed DLWC (a)	Legacy Share	Impacter 0% Legacy	Impacter 25% Legacy	Beneficiary 0% Legacy	Beneficiary 50% Legacy
PA1	Surface Water Database	50%	\$4,649,204	\$676,106	\$6,038,699	\$6,207,726	\$3,476,119	\$3,814,119
PA2	Groundwater Database	70%	\$1,793,674	\$0	\$2,562,391	\$2,562,391	\$2,562,391	\$2,562,391
PA3	Other Water Databases	0%	\$0	\$0	\$0	\$0	\$0	\$0
PA4	Water Information Product	0%	\$0	\$280,396	\$560,792	\$630,891	\$210,297	\$350,495
PB1	Surface Water Allocation Strategies	50%	\$1,850,683	\$0	\$3,701,366	\$3,701,366	\$0	\$0
PB2	Surface Water Licences	100%	\$2,677,704	\$0	\$2,677,704	\$2,677,704	\$2,409,933	\$2,409,933
PB3	Groundwater Allocation Strategies	70%	\$310,347	\$0	\$443,352	\$443,352	\$310,347	\$310,347
PB4	Groundwater Licences	100%	\$324,656	\$0	\$324,656	\$324,656	\$292,191	\$292,191
PC1	Rural Water Supply Strategies	90%	\$1,107,436	\$0	\$1,230,484	\$1,230,484	\$984,387	\$984,387
PC2	Rural Water Operations	90%	\$9,294,173	\$0	\$10,326,859	\$10,326,859	\$9,294,173	\$9,294,173
PC3	Flood Operations	50%	\$7,277,310	\$13,296,044	\$909,538	\$4,233,549	\$0	\$6,648,022
PC4	Rural Water Infrastructure	90%	\$30,497,998	\$5,421,933	\$26,947,370	\$28,302,853	\$25,678,462	\$28,389,462
PD1	River Quality / Flow Reforms	0%	\$5,618,135	\$2,035,955	\$4,360,421	\$4,869,410	\$0	\$1,017,971
PD2	Blue Green Algae Strategies	50%	\$331,295	\$7,305	\$588,012	\$589,839	\$0	\$3,681
PD3	River Salinity Strategies	50%	\$850,710	\$850,710	\$170,142	\$382,819	\$0	\$425,391
PD4	Bacterial, Chemical and Other Strategies	0%	\$0	\$0	\$87,355	\$87,355	\$0	\$0
PD5	Groundwater Strategies	70%	\$2,939,576	\$0	\$4,199,394	\$4,199,394	\$4,199,394	\$4,199,394
PD6	Wetland Strategies	0%	\$0	\$363,690	\$363,690	\$454,613	\$0	\$181,823
PD7	Water Industry Strategies	0%	\$0	\$0	\$0	\$0	\$664,816	\$664,816
PE1	Rivers and Groundwater Income	0%	\$231,607	\$0	\$231,607	\$231,607	\$231,607	\$231,607
	Total	N/A	\$69,754,507	\$22,932,139	\$65,723,833	\$71,456,868	\$50,314,117	\$61,780,117
	Total as Percentage		68%	22%	64%	70%	49%	60%
Notes:								
(a) This is an amount calculated by allocating DLWC proposed shares to the revised costs, it is not a DLWC proposed amount.								

## Appendix 9 'Representative' farms in NSW Agriculture's Peel and Lachlan Valley studies

## APPENDIX 9 'REPRESENTATIVE' FARMS IN NSW AGRICULTURE'S PEEL AND LACHLAN VALLEY STUDIES

The following tables report the results of NSW Agriculture's studies of the impacts of increased water charges on irrigation farming in the Peel and Lachlan valleys respectively. The prices used in the studies achieve DLWC's initial estimates of full cost recovery in 2003/04. Note that these prices are significantly higher than those set by the Tribunal (see Table 9.2).

**Table A9.1 The financial impacts of the proposed increase in the price of bulk water on 'representative' farms in the Peel Valley**

	Node 21	Node 22	Node 20	Node 23
<b>Physical characteristics</b>				
Irrigated Area (Ha)	24	35	37	50
Farm Size (Ha)	78	111	151	502
Irrigated area as % total area	31%	32%	25%	10%
Water allocation (ML)	126	314	253	471
Water use (ML)	65	86	103	184
ML/Ha irrigated land	2.7	2.5	2.8	3.7
<b>Primary activities</b> Irrigated lucerne, dryland wheat and livestock				
<b>Financial impacts</b>				
Total water costs as % total farm costs, 1999/00	2.0%	3.5%	2.6%	2.2%
Total water costs as % total farm costs, 2003/04	5.9%	9.8%	7.4%	6.5%
Net farm income 1999/00 <sup>1</sup>	13,505	13,289	29,943	28,635
Net farm income 2003/04	11,742	9,713	26,702	22,692
<b>% change in net farm income</b>	<b>-13%</b>	<b>-27%</b>	<b>-11%</b>	<b>-21%</b>
Business return 1999/00 <sup>2</sup>	2,378	1,680	17,762	11,395
Business return 2003/04	615	-1,896	14,521	5,434
<b>% change in business return</b>	<b>-74%</b>	<b>-213%</b>	<b>-18%</b>	<b>-52%</b>
Return on equity 1999/00 <sup>3</sup>	0.7%	0.4%	4.6%	1.7%
Return on equity 2003/04	0.2%	-0.5%	3.8%	0.8%

Source:

*Economic Assessment of Water Charges in the Peel Valley. Report to the Department of Land and Water Conservation. Jason Crean, Fiona Scott and Anthea Carter, NSW Agriculture, July 2000.*

Notes:

1. Net farm income = income less variable and overhead costs.
2. Business return = net farm income less farmer's labour (valued at base level of \$10,000), interest and rent on leases.
3. Return on equity = ratio of business return to equity.

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**Table A9.2 The financial impacts of the proposed increase in the price of bulk water on 'representative' farms in the Lachlan Valley**

	Zone 1	Zone 2	Zone 3 Large farm	Zone 3 Small farm	Zone 5	Zone 4
<b>Physical characteristics</b>						
Irrigated Area (Ha)	110	160	200	200	350	550
Farm Size (Ha)	304	800	5,000	1,000	2,000	7,500
Irrigated area as % total area	36%	20%	4%	20%	18%	8%
Water allocation(ML)	600	1,000	972	972	1,400	4,000
Water use (ML)	454	509	525	731	1,353	4,838 <sup>3</sup>
ML/Ha irrigated land	4.1	3.2	2.6	3.7	3.9	8.8
<b>Farming activities</b>						
Irrigated activities	lucerne, wheat, canola	lucerne, wheat, canola, pasture	wheat, oats, pasture	lucerne, wheat, oats, pasture	wheat, canola, maize, pasture	wheat, cotton, maize, pasture
Dryland activities	above and pasture, sheep	above and sheep, cattle	above and canola, sheep, cattle	wheat, canola, sheep, cattle	above and oats, sheep, cattle	wheat, pasture, sheep, cattle
<b>Financial impacts</b>						
Total water costs as % total farm costs, 1999/00	1.8%	1.5%	1.0%	2.3%	1.7%	2.9%
Total water costs as % total farm costs, 2003/04	3.0%	2.4%	1.6%	3.8%	2.8%	4.7%
Net farm income 1999/00 <sup>1</sup>	39,247	63,276	90,489	51,761	28,750	240,844
Net farm income 2003/04	36,893	60,003	87,227	47,959	23,188	220,408
% change in net farm income	<b>-6%</b>	<b>-5%</b>	<b>-4%</b>	<b>-7%</b>	<b>-19%</b>	<b>-8%</b>
Business return 1999/00 <sup>2</sup>	-3,303	8,576	7,989	13,661	-3,000	167,494
Business return 2003/04	-5,657	5,303	4,727	9,859	-8,562	147,058
% change in business return	<b>-71%</b>	<b>-38%</b>	<b>-41%</b>	<b>-28%</b>	<b>-185%</b>	<b>-12%</b>

Source:

*Economic Assessment of Water Charges in the Lachlan Valley. Report to the Department of Land and Water Conservation.*

Rohan Jayasuriya, Jason Crean and Rendle Hannah, NSW Agriculture, February 2001.

Notes:

1. Net farm income = income less variable and overhead costs.
2. Business return = net farm income less farmer's labour, interest and rent on leases.
3. Return on equity = ratio of business return to equity.

## APPENDIX 10 COST TABLES

Table A10.1 Opex

	Regulated		Unregulated		Groundwater		Total	
	Total	User share	Total	User share	Total	User share	Total	User share
Border	1,103	1,012	72	72	16	16	1,192	1,100
Gwydir	2,034	1,671	46	46	79	79	2,159	1,795
Namoi	2,157	1,964	72	72	139	139	2,369	2,175
Peel	579	522	53	53	56	56	688	631
Lachlan	3,329	3,046	81	81	75	75	3,485	3,202
Macquarie	2,652	2,292	247	246	13	13	2,912	2,551
Far West	-	-	184	183	6	6	190	188
Murray	5,962	4,999	62	62	110	110	6,133	5,171
Murrumbidgee	5,806	4,837	139	139	43	43	5,988	5,019
North Coast	313	244	645	643	24	24	982	911
Hunter	2,485	2,168	426	424	12	12	2,923	2,604
South Coast	314	268	570	566	19	19	903	853
<b>Total</b>	<b>26,736</b>	<b>23,024</b>	<b>2,598</b>	<b>2,587</b>	<b>591</b>	<b>591</b>	<b>29,925</b>	<b>26,201</b>

Table A10.2 WRM

	Regulated		Unregulated		Groundwater		Total	
	Total	User share	Total	User share	Total	User share	Total	User share
Border	1,071	676	202	126	104	101	1,377	903
Gwydir	1,327	818	132	81	195	192	1,655	1,090
Namoi	1,402	846	694	388	973	967	3,069	2,201
Peel	215	139	19	12	280	279	514	430
Lachlan	1,854	934	551	308	506	502	2,910	1,744
Macquarie	1,543	785	621	336	697	692	2,861	1,813
Far West	-	-	1,602	1,025	1,022	1,018	2,624	2,042
Murray	5,203	2,722	288	191	606	602	6,096	3,515
Murrumbidgee	4,293	2,108	588	290	1,270	1,268	6,151	3,665
North Coast	139	77	3,442	1,882	481	463	4,061	2,422
Hunter	2,191	1,388	994	698	554	546	3,738	2,631
South Coast	103	69	5,284	2,198	807	801	6,194	3,068
<b>Total</b>	<b>19,340</b>	<b>10,562</b>	<b>14,416</b>	<b>7,534</b>	<b>7,494</b>	<b>7,429</b>	<b>41,251</b>	<b>25,525</b>

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**Table A10.3 Total Capital Costs for the year 2003/04 (Post ANTS 2001/02 \$'000)**

Post ANTs 2001/02 \$'000	State Water Renewals Annuity	State Water Compliance Annuity	MDBC Assets Renewal	MDBC Assets Compliance	DBBRC Assets Annuity	DLWC & State Water Depreciation Charges	State Water Return on Capital	Total Asset Costs
<b>Regulated River</b>								
Border	142	14	-	-	83	-	-	239
Gwydir	772	2,629	-	-	-	4	-	3,406
Namoi	412	3,080	-	-	-	6	-	3,498
Peel	104	649	-	-	-	0	-	753
Lachlan	496	1,188	-	-	-	14	-	1,698
Macquarie	945	1,290	-	-	-	1	-	2,237
Far West	-	-	-	-	-	-	-	-
Murray	395	473	3,093	2,000	-	37	-	5,999
Murrumbidgee	1,296	1,423	684	690	-	20	-	4,113
North Coast	152	95	-	-	-	0	-	247
Hunter	528	601	-	-	-	0	-	1,129
South Coast	99	12	-	-	-	0	-	112
<b>Total</b>	<b>5,341</b>	<b>11,456</b>	<b>3,777</b>	<b>2,690</b>	<b>83</b>	<b>82</b>	<b>-</b>	<b>23,430</b>
<b>Unregulated River</b>								
Border	1	0	-	-	-	-	-	1
Gwydir	-	-	-	-	-	-	-	-
Namoi	-	-	-	-	-	-	-	-
Peel	-	-	-	-	-	-	-	-
Lachlan	1	-	-	-	-	-	-	1
Macquarie	9	0	-	-	-	-	-	9
Far West	91	2	-	-	-	-	-	93
Murray	1	-	-	-	-	-	-	1
Murrumbidgee	11	5	-	-	-	-	-	16
North Coast	25	1	-	-	-	-	-	26
Hunter	2	2	-	-	-	-	-	4
South Coast	15	3	-	-	-	-	-	18
<b>Total</b>	<b>155</b>	<b>13</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>169</b>
<b>Groundwater</b>								
Border	-	-	-	-	-	15	-	15
Gwydir	-	-	-	-	-	69	-	69
Namoi	-	-	-	-	-	399	-	399
Peel	-	-	-	-	-	2	-	2
Lachlan	-	-	-	-	-	190	-	190
Macquarie	-	-	-	-	-	138	-	138
Far West	-	-	-	-	-	174	-	174
Murray	-	-	-	-	-	126	-	126
Murrumbidgee	-	-	-	-	-	281	-	281
North Coast	-	-	-	-	-	29	-	29
Hunter	-	-	-	-	-	12	-	12
South Coast	-	-	-	-	-	39	-	39
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,474</b>	<b>-</b>	<b>1,474</b>

## Appendix 10 Cost tables

**Table A10.4 Total Capital Costs allocated to users for the year 2003/04  
(Post ANTS 2001/02 \$'000)**

Post ANTs 2001/02 \$'000	State Water Renewals Annuity	State Water Compliance Annuity	MDBC Assets Renewal	MDBC Assets Compliance	DBBRC Assets Annuity	DLWC & State Water Depreciation Charges	State Water Return on Capital	Total Asset Costs
<b>Regulated River</b>								
Border	122	8	-	-	71	-	-	201
Gwydir	582	253	-	-	-	3	-	838
Namoi	359	268	-	-	-	5	-	633
Peel	88	56	-	-	-	0	-	145
Lachlan	426	222	-	-	-	12	-	659
Macquarie	733	142	-	-	-	1	-	876
Far West	-	-	-	-	-	-	-	-
Murray	302	185	2,366	781	-	28	-	3,663
Murrumbidgee	1,014	350	535	170	-	16	-	2,085
North Coast	111	34	-	-	-	0	-	145
Hunter	435	171	-	-	-	0	-	606
South Coast	78	6	-	-	-	0	-	84
<b>Total</b>	<b>4,250</b>	<b>1,696</b>	<b>2,902</b>	<b>951</b>	<b>71</b>	<b>65</b>	-	<b>9,934</b>
<b>Unregulated River</b>								
Border	1	0	-	-	-	-	-	1
Gwydir	-	-	-	-	-	-	-	-
Namoi	-	-	-	-	-	-	-	-
Peel	-	-	-	-	-	-	-	-
Lachlan	1	-	-	-	-	-	-	1
Macquarie	7	0	-	-	-	-	-	7
Far West	80	1	-	-	-	-	-	81
Murray	1	-	-	-	-	-	-	1
Murrumbidgee	8	1	-	-	-	-	-	10
North Coast	18	1	-	-	-	-	-	19
Hunter	2	0	-	-	-	-	-	2
South Coast	12	1	-	-	-	-	-	13
<b>Total</b>	<b>129</b>	<b>5</b>	-	-	-	-	-	<b>134</b>
<b>Groundwater</b>								
Border	-	-	-	-	-	13	-	13
Gwydir	-	-	-	-	-	52	-	52
Namoi	-	-	-	-	-	348	-	348
Peel	-	-	-	-	-	2	-	2
Lachlan	-	-	-	-	-	163	-	163
Macquarie	-	-	-	-	-	107	-	107
Far West	-	-	-	-	-	153	-	153
Murray	-	-	-	-	-	96	-	96
Murrumbidgee	-	-	-	-	-	220	-	220
North Coast	-	-	-	-	-	21	-	21
Hunter	-	-	-	-	-	10	-	10
South Coast	-	-	-	-	-	31	-	31
<b>Total</b>	-	-	-	-	-	<b>1,216</b>	-	<b>1,216</b>

## Independent Pricing and Regulatory Tribunal

Table A10.5 Total Cost of Bulk Water Business (Post ANTS 2001/02 \$'000)

	Regulated		Unregulated		Groundwater		Total	
	DLWC sub	Decision	DLWC sub	Decision	DLWC sub	Decision	DLWC sub	Decision
Border	2,989	2,413	244	276	129	135	3,362	2,824
Gwydir	7,091	6,767	173	178	303	343	7,568	7,289
Namoi	7,441	7,058	774	767	1,429	1,511	9,644	9,335
Peel	1,942	1,547	29	72	301	339	2,272	1,958
Lachlan	8,237	6,881	580	633	770	770	9,586	8,284
Macquarie	8,115	6,432	746	878	844	847	9,706	8,157
Far West	123	-	2,028	1,879	1,379	1,202	3,531	3,081
Murray	19,542	17,163	342	350	847	842	20,730	18,355
Murrumbidgee	13,113	14,213	657	743	1,597	1,595	15,367	16,550
North Coast	775	699	4,235	4,113	533	533	5,542	5,345
Hunter	5,606	5,805	1,455	1,424	574	577	7,635	7,806
South Coast	657	529	6,086	5,871	859	865	7,602	7,265
<b>Total</b>	<b>75,632</b>	<b>69,506</b>	<b>17,348</b>	<b>17,183</b>	<b>9,565</b>	<b>9,559</b>	<b>102,544</b>	<b>96,248</b>

Table A10.6 Total Cost of Bulk Water business allocated to users (Post ANTS 2001/02 \$'000)

	Regulated		Unregulated		Groundwater		Total	
	DLWC sub	Decision	DLWC sub	Decision	DLWC sub	Decision	DLWC sub	Decision
Border	2,176	1,889	143	200	94	130	2,413	2,218
Gwydir	4,783	3,326	104	127	231	323	5,118	3,776
Namoi	5,012	3,443	422	460	1,095	1,453	6,529	5,356
Peel	1,347	806	20	65	220	336	1,586	1,208
Lachlan	6,018	4,639	296	390	596	740	6,910	5,769
Macquarie	6,160	3,954	439	589	617	811	7,215	5,354
Far West	111	-	1,237	1,288	1,034	1,177	2,382	2,465
Murray	15,019	11,384	193	254	649	809	15,860	12,446
Murrumbidgee	9,591	9,030	341	438	1,220	1,531	11,152	10,999
North Coast	578	466	2,232	2,544	363	507	3,173	3,517
Hunter	4,152	4,162	931	1,124	401	568	5,483	5,853
South Coast	543	422	2,843	2,778	622	850	4,008	4,049
<b>Total</b>	<b>55,489</b>	<b>43,520</b>	<b>9,201</b>	<b>10,255</b>	<b>7,139</b>	<b>9,235</b>	<b>71,829</b>	<b>63,010</b>





INDEPENDENT PRICING AND REGULATORY TRIBUNAL  
OF NEW SOUTH WALES

**DETERMINATION UNDER SECTION 11 OF  
THE INDEPENDENT PRICING AND REGULATORY TRIBUNAL ACT, 1992**

- Reference No:** 01/248
- Determination:** No 3, 2001
- Agency:** The Water Administration Ministerial Corporation (the Department of Land and Water Conservation)
- Services:** Any services provided by the Water Administration Ministerial Corporation, to the extent that the service involves:
- (a) making water available; or
  - (b) making available the Corporation's supply facilities; or
  - (c) supplying water, whether by means of the Corporation's water supply facilities or otherwise.

The Government monopoly services were declared by the Government Pricing Tribunal (Water Services) Order 1995, made on 4 October 1995 and published in the Gazette No. 122 dated 6 October 1995 at page 7115.

The maximum prices listed under Parts 3, 4, 5 and 7 of this Determination are to apply from 1 October 2001 to 30 June 2004. After 30 June 2004, the maximum prices set under Parts 3, 4, 5 and 7 of this determination for the year 2003/2004 shall apply until the Tribunal makes a subsequent determination. Part 6 of this Determination concerning licence fees shall apply until such time as the Tribunal further investigates and reports on the pricing policies for the new licensing regime proposed to be introduced under the *Water Management Act 2000*.

## PART 1 PREAMBLE

- 1.1 The Water Administration Ministerial Corporation (WAMC) is the statutory entity created to carry out the Department of Land and Water Conservation's (DLWC) commercial functions and as such can enter into commercial arrangements in relation to bulk water.
- 1.2 On 14 September 2001, the WAMC was listed as a government agency in Schedule 1 of the *Independent Pricing and Regulatory Tribunal Act 1992* (the IPART Act). As such the WAMC is now a standing reference agency under section 11 of the IPART Act. The Tribunal may conduct investigations and make reports to the Minister in relation to determinations of the maximum prices of the declared monopoly services of WAMC.
- 1.3 In making this determination, the Tribunal has in accordance with section 13A of the IPART Act set the maximum bulk water charges for each year of the determination for the right to extract water:
- on regulated rivers
  - on unregulated rivers
  - from ground water.

## PART 2 DEFINITIONS AND INTERPRETATION

### 2.1 Definitions

In this determination:

**CPI** has the meaning set out in Schedule 1.

**DLWC** means the Department of Land and Water Conservation.

**entitlement** means the right, conferred by means of a water licence, to take and use a specified quantity of water.

**general security licence** means a water licence issued by DLWC as a general security licence.

**ground water** means water accessed from an aquifer or other below-ground water source.

**ground water management area** means an area which DLWC has designated as a ground water management area, and for which DLWC has a current management plan in place.

**high flow licence** means a water licence issued by DLWC as a high flow licence.

**high security licence** means a water licence issued by DLWC as a high security licence.

**IPART Act** means the *Independent Pricing and Regulatory Tribunal Act, 1992*.

**region** means a region of NSW as determined by DLWC from time to time for the purpose of issuing a water licence under Part 2 Division 3 of the *Water Act, 1912*.

**regulated river** means a river in which the flow of water is actively controlled by a structure owned by WAMC and which is declared to be a regulated river.

**Tribunal** means the Independent Pricing and Regulatory Tribunal of New South Wales, established under the IPART Act.

**unregulated river** means any river in NSW that is not a regulated river.

**water licence** means a licence issued under the *Water Act, 1912* to which this determination applies by virtue of the Government Pricing Tribunal (Water Services) Order 1995.

**water management licence** is a water licence issued under Part 9 of the *Water Act, 1912*.

**WAMC** means the Water Administration Ministerial Corporation.

## 2.2 Interpretation

2.2.1 In this determination references to types of water licence have the same meaning as provided in the *Water Act 1912*, the *Water Management Act 2000* and guidelines issued by DLWC from time to time, as the case may be.

2.2.2 A schedule means a schedule to this determination.

2.2.3 In interpreting this determination, a construction that promotes the purpose or object underlying the IPART Act (whether or not that purpose or object is expressly stated in the IPART Act) is preferred to a construction that would not promote that purpose or object.

## PART 3 REGULATED RIVERS

### 3.1 Pricing components

3.1.1 The maximum charge to extract water from a regulated river under a water licence comprises two components:

- (a) an entitlement charge (at the high security or general security level, depending on whether the licence is a high security licence or a general security licence) and
- (b) a usage charge,

corresponding to the region or river valley for which the licence is issued.

### 3.2 Approach for calculating the maximum charge

3.2.1 Subject to this determination the maximum charge to extract water from a regulated river under a water licence is:

- (a) for the period 1 October 2001 to 30 June 2002 – the charge listed in Division 1 of Table 1
- (b) for the period 1 July 2002 to 30 June 2003 – the charge calculated under clause 3.2.3
- (c) from the period 1 July 2003 to 20 June 2004 – the charge calculated under clause 3.2.4.

- 3.2.2 The charges for the period 1 October 2001 to 30 June 2002 are to be implemented as set out in Schedule 2.
- 3.2.3 The maximum for each component of charges for the period from 1 July 2002 to 30 June 2003 will be the amount determined by the following formula:
- $A = B \times (100\% + X\%) \times \text{CPI}_1$  where
- A = the maximum charge determined by this formula  
B = the maximum charge listed in division 1 of Table 1  
X = the percentage increase listed in division 2 of Table 1  
CPI<sub>1</sub> is defined in Schedule 1.
- 3.2.4 The maximum charge for each component of charges for the period from 1 July 2003 to 30 June 2004 will be the amount determined by the following formula:
- $A = B \times (100\% + X\%) \times \text{CPI}_2$  where
- A = the maximum charge determined by this formula  
B = the maximum charge determined from the application of the formula in clause 3.2.3  
X = the percentage increase listed in division 3 of Table 1  
CPI<sub>2</sub> is defined in Schedule 1.
- 3.2.5 The maximum price that may be charged for high flow extraction under a high flow licence will be the usage charge in Table 1 (adjusted by application of the formula in clauses 3.2.3 and 3.2.4) corresponding to the region or river valley in which the licence was issued.
- 3.2.6 Each component of the entitlement charge payable by a licence holder in Table 2 is reduced by the applicable discount listed in that table.

**Table 1 Charges for regulated rivers**

Region/river valley	Division 1		Division 2	Division 3	
	Maximum charges for 1 October 2001 to 30 June 2002			% increases for 1 July 2002 to 30 June 2003	% increases for 1 July 2003 to 30 June 2004
	Entitlement charge (\$/ML of entitlement)		Usage charge (\$/ML)		
	High security	General security		X =	X =
Border	4.87	3.26	3.79	7.5%	7.5%
Gwydir	4.52	3.00	3.50	6.0%	6.0%
Namoi	8.17	5.45	6.52	8.5%	8.5%
Peel (HS entitlement)	8.66			15.0%	15.0%
Peel (GS entitlement)		5.02		0%	0%
Peel (Usage)			6.91	15.0%	15.0%
Lachlan	5.62	3.74	4.29	8.0%	8.0%
Macquarie	4.37	3.36	4.54	-3.0%	-3.0%
Far West	0.00	0.00	0.00		
Murray	4.51	4.09	1.10	8.0%	8.0%
Murrumbidgee	3.54	3.36	0.88	4.5%	4.5%
North Coast	7.88	6.06	4.04	15.0%	15.0%
Hunter	6.16	4.40	4.38	15.0%	15.0%
South Coast	7.88	6.06	4.04	15.0%	15.0%

**Table 2 Discounts on entitlement charges for wholesale customers for the period  
1 October 2001 to 30 June 2004**

Licence holder	Discount on entitlement charges (%)
Murray Irrigation	40
Western Murray Irrigation	27
West Corurgan	35
Moira Irrigation Scheme	30
Eagle Creek Scheme	25
Murrumbidgee Irrigation	29
Coleambally Irrigation	32
Jemalong Irrigation	27

## **PART 4 UNREGULATED RIVERS**

### **4.1 Pricing components**

- 4.1.1 The basis for charging for the right to extract water from an unregulated river differs depending on whether a licence holder is an irrigator or a town water supply agency or an industrial customer.
- 4.1.2 WAMC may impose no more than the greater of the following charges on an irrigator who extracts water from an unregulated river:
- (a) the minimum charge in Table 4, adjusted in accordance with clause 4.2.6; or
  - (b) the charge arising from the application of one of the following methods:
    - (i) a two part tariff consisting of an entitlement charge and a usage charge (or in the case of the holder of a high flow licence, only the usage charge component of the two part tariff); or
    - (ii) an area based charge; or
    - (iii) a volume of entitlement charge,depending on the region or river valley where the licence is issued.
- 4.1.3 WAMC may impose no more than the greater of the following charges on a town water supply agency or an industrial customer (except for Hunter Water Corporation and Sydney Catchment Authority) that extracts water from an unregulated river:
- (a) the usage charge applicable only to town water supply agencies and industrial customers in Table 3 (adjusted in accordance with clauses 4.2.3 and 4.2.4), plus the base charge in Table 4 (adjusted in accordance with clause 4.2.5); or
  - (b) a two part tariff consisting of an entitlement and usage charge for holders of licences who have been allocated an entitlement volume by DLWC.

### **4.2 Approach for calculating the maximum charge**

- 4.2.1 The maximum charge that may be levied for the right to extract water under a water licence on unregulated rivers (except for Hunter Water Corporation and Sydney Catchment Authority) in each region or river valley of NSW is:
- (a) for the period 1 October 2001 to 30 June 2002 – the charge listed in division 1 of Table 3
  - (b) for the period 1 July 2002 to 30 June 2003 – the charge calculated under clause 4.2.3
  - (c) for the period 1 July 2003 to 30 June 2004- the charge calculated under clause 4.2.4.
- 4.2.2 The charges from 1 October 2001 to 30 June 2002 in Table 3 are to be implemented as set out in Schedule 2.

4.2.3 The maximum charge for the period 1 July 2002 to 30 June 2003 will be the amount determined by the following formula:

$$A = B \times (100\% + X\%) \times \text{CPI}_1 \text{ where}$$

A = the charge calculated under this formula

B = the maximum charge listed in division 1 of Table 3

X = the percentage increase listed in division 2 of Table 3

CPI<sub>1</sub> is defined in Schedule 1.

4.2.4 The maximum charge from the period 1 July 2003 to 30 June 2004 will be the amount determined by the following formula:

$$A = B \times (100\% + X\%) \times \text{CPI}_2$$

A = the charge calculated under this formula

B = the maximum charge determined from the application of the formula in clause 4.2.3

X = the percentage increase listed in division 3 of Table 3

CPI<sub>2</sub> is defined in Schedule 1.

**Table 3 Charges for unregulated rivers**

	<i>Division 1</i>				Town water supply agencies and Industrial customers Usage (\$/ML)	<i>Division 2</i>	<i>Division 3</i>
	Maximum charges for 1 October 2001 to 30 June 2002					% increases for 1 July 2002 to 30 June 2003	% increases for 1 July 2003 to 30 June 2004
Region/river valley	Area based charge (\$/ha)	Volume of entitlement charge (\$/ML)	Two-part tariff		X=	X=	
			Entitlement (\$/ML)	Usage (\$/ML)			
Border	7.14	2.23	1.34	0.89	1.00	20%	20%
Gwydir	7.14	2.23	1.34	0.89	1.00	20%	20%
Namoi	7.14	2.23	1.34	0.89	1.00	20%	20%
Peel	7.14	2.23	1.34	0.89	1.00	20%	20%
Lachlan	7.90	1.79	1.08	0.72	1.09	20%	20%
Macquarie	7.90	2.63	1.58	1.05	1.09	20%	20%
Far West	7.90	1.21	0.73	0.49	1.09	20%	20%
Murray	4.50	1.80	1.08	0.72	0.56	20%	20%
Murrumbidgee	7.90	3.16	1.90	1.26	1.09	20%	20%
North Coast	7.90	2.39	1.44	0.96	1.09	20%	20%
Hunter	6.84	1.55	0.93	0.62	0.95	20%	20%
South Coast	7.90	1.75	1.05	0.70	1.09	20%	20%

- 4.2.5 For a town supply agency or an industrial customer not on a two part tariff the base charge for:
- (a) the period 1 October 2001 to 30 June 2002 is \$100.00 per licence
  - (b) the period 1 July 2002 to 30 June 2003 the base charge under clause 4.2.5(a) multiplied by  $CPI_1$ , where  $CPI_1$  is defined in Schedule 1
  - (c) the period 1 July 2003 to 30 June 2004 is the base charge calculated under clause 4.2.5 (b) multiplied by  $CPI_2$ , where  $CPI_2$  is defined in Schedule 1.
- 4.2.6. For irrigators the minimum charge for:
- (a) the period 1 October 2001 to 30 June 2002 is \$50.00
  - (b) the period 1 July 2002 to 30 June 2003 is the minimum charge under clause 4.2.6(a) multiplied by  $CPI_1$ , where  $CPI_1$  is defined in schedule 1
  - (c) the period 1 July 2003 to 30 June 2004 is the minimum charge calculated under clause 4.2.6 (b) multiplied by  $CPI_2$ , where  $CPI_2$  is defined in Schedule 1.

**Table 4 Base charge for town and industrial users and minimum bills applicable to irrigators**

	Maximum charges for 1 October 2001 to 30 June 2002  \$ per year	% increases for 1 July 2002 to 30 June 2003  X=	% increases for 1 July 2003 to 30 June 2004  X=
Base charge per licence for a town water supply agency and industrial customer not on the two-part tariff	100	0%	0%
Minimum bill applicable to irrigators	50	0%	0%

### **4.3 The maximum charges for the Sydney Catchment Authority and the Hunter Water Corporation to extract water from unregulated rivers.**

#### **4.3.1 Pricing component**

The method of charging the Sydney Catchment Authority (SCA) and the Hunter Water Corporation (HWC) to extract water from an unregulated river under a water management licence is a usage charge based on per megalitre of water used.

#### **4.3.2 Approach for calculating the maximum charge**

The maximum charge that may be levied for SCA and HWC to extract water from an unregulated river under a water management licence is set out in Table 5 and Table 6 respectively.



**Table 5 Maximum charges for Sydney Catchment Authority**

Maximum charges for 1 October 2001 to 30 June 2002 (\$/ML of usage)	Maximum charges for 1 July 2002 to 30 June 2003 (\$/ML of usage)	Maximum charges for 1 July 2003 to 30 June 2004 (\$/ML of usage)
The greater of \$1.80 /ML and the charge derived by adding the entitlement and the usage components of the two-part tariff for 2001/02 for the South Coast in Table 3.	The greater of \$1.80/ML and the charge derived by adding the entitlement and the usage components of the two-part tariff for 2002/03 for the South Coast applying in Table 3 by application of the formula in clause 4.2.3.	The greater of \$1.80/ML: and the charge derived by adding the entitlement and the usage components of the two-part tariff for 2003/04 for the South Coast applying in Table 3 by application of the formula in clause 4.2.4.

4.3.3 For example, under Table 5 the charge derived by adding the entitlement (\$1.05/ML) and the usage (\$0.70/ML) components of the two-part tariff for 2001/02 for the South Coast in Table 3 is \$1.75/ML. The charge for the Sydney Catchment Authority for 2001/02 is therefore \$1.80/ML.

**Table 6 Maximum charges for Hunter Water Corporation**

Maximum charges for 1 October 2001 to 30 June 2002 (\$/ML of usage)	Maximum charges for 1 July 2002 to 30 June 2003 (\$/ML of usage)	Maximum charges for 1 July 2003 to 30 June 2004 (\$/ML of usage)
The greater of \$1.80/ML and the charge derived by adding the entitlement and the usage components of the two-part tariff for 2001/02 for the Hunter in Table 3.	The greater of \$1.80/ML and the charge derived by adding the entitlement and the usage components of the two-part tariff for 2002/03 for the Hunter applying in Table 3 by application of the relevant formula in clause 4.2.3	The greater of \$1.80/ML and the charge derived by adding the entitlement and the usage components of the two-part tariff for 2003/04 for the Hunter in Table 3 by application of the relevant formula in clause 4.2.4

4.3.4 For example under Table 6 the charge derived by adding the entitlement (\$0.93/ML) and the usage (\$0.62/ML) portions of the two-part tariff for 2001/02 for the Hunter in Table 3 is \$1.55/ML. The charge for the Hunter Water Corporation for 2001/02 is therefore \$1.80/ML.

## PART 5 GROUND WATER

### 5.1 Pricing components for ground water management areas

5.1.1 The maximum charge to extract ground water in a ground water management area under a water licence shall comprise of the sum of the following three components:

- (a) an entitlement charge; and
- (b) a usage charge ,

corresponding to the region or river valley for which the licence is issued (see Table 7); and

- (c) a base charge (see Table 8).

## 5.2 Pricing components for properties not in ground water management areas

- 5.2.1 The maximum charge to extract ground water under a water licence, other than those in ground management areas, shall comprise the sum of the following two components:
- (a) an entitlement charge corresponding to the region or valley for which the licence is issued (see Table 7); and
  - (b) a base charge (see Table 8).

## 5.3 Formula for calculating entitlement and usage charges

- 5.3.1 The maximum charge for the period 1 October 2001 to 30 June 2002 is the charge listed in Division 1 of Table 7.
- 5.3.2 The charge for the period 1 October 2001 to 30 June 2002 is to be implemented as set out in Schedule 2.
- 5.3.3 The maximum charges for ground water for the period 1 July 2002 to 30 June 2003 will be the amount determined by the following formula:

$$A = B \times (100\% + X\%) \times \text{CPI}_1, \text{ where}$$

A = the charge calculated under this formula

B = the maximum charge listed in division 1 of Table 7

X = the percentage increase listed in division 2 of Table 7

CPI<sub>1</sub> is defined in schedule 1.

- 5.3.4 The maximum charges for ground water for the period 1 July 2003 to 30 June 2004 will be the amount determined by the following formula:

$$A = B \times (100\% + X\%) \times \text{CPI}_2, \text{ where}$$

A = the charge calculated under this formula

B = the maximum charge determined from the application of the formula in clause 5.3.3

X = the percentage increase listed in division 3 of Table 7

CPI<sub>2</sub> is defined in schedule 1.

Table 7 Charges for ground water

Region/river valley	Division 1		Division 2	Division 3
	Maximum charges for 1 October 2001 to 30 June 2002		% increases for 1 July 2002 to 30 June 2003	% increases for 1 July 2003 to 30 June 2004
	Entitlement charge (\$/ML)	Usage charge (\$/ML)	X=	X=
Border	0.50	0.25	20%	20%
Gwydir	0.50	0.25	20%	20%
Namoi	0.50	0.25	20%	20%
Peel	0.50	0.25	20%	20%
Lachlan	0.80	0.41	20%	20%
Macquarie	0.80	0.41	20%	20%
Far West	0.88	0.44	20%	20%
Murray	0.79	0.40	20%	20%
Murrumbidgee	0.49	0.24	20%	20%
North Coast	0.88	0.44	20%	20%
Hunter	0.88	0.44	20%	20%
South Coast	0.88	0.44	20%	20%

#### 5.4 Formula for calculating base charges

5.4.1 The base charges for the period 1 October 2001 to 30 June 2002 are the charges listed in Division 1 of Table 8.

5.4.2 The base charge for the period 1 July 2002 to 30 June 2003 will be the amount determined by the following formula:

$$A = B \times (100\% + X\%) \times \text{CPI}_1,$$

A = the charge calculated under this formula  
 B = the maximum charge listed in division 1 of Table 8  
 X = the percentage increase listed in division 2 of Table 8  
 CPI<sub>1</sub> is defined in schedule 1.

5.4.3 The base charge for the period 1 July 2003 to 30 June 2004 will be the amount determined by the following formula:

$$A = B \times (100\% + X\%) \times \text{CPI}_2, \text{ where}$$

A = the charge calculated under this formula  
 B = the maximum charge determined from the application of the formula in clause 5.4.2  
 X = the percentage increase listed in division 3 of Table 8  
 CPI<sub>2</sub> is defined in schedule 1.

**Table 8 Base charges**

	<i>Division 1</i>	<i>Division 2</i>	<i>Division 3</i>
	<b>Maximum charges for 1 October 2001 to 30 June 2002  \$ per year</b>	<b>% increases for 1 July 2002 to 30 June 2003  X=</b>	<b>% increases for 1 July 2003 to 30 June 2004  X=</b>
Charge per property in areas other than groundwater management areas	75	0%	0%
Charge per property in groundwater management areas	120	20%	20%

## 5.5 Maximum charges for Hunter Water Corporation to extract ground water

### 5.5.1 Pricing component

The maximum charge for Hunter Water Corporation extracting ground water under a water management authority licence is based on per megalitre of water used.

### 5.5.2 Approach for calculating the maximum charge

The maximum charge that may be levied for Hunter Water Corporation's entitlement to extract ground water under a water management authority licence is set out in Table 9.

**Table 9 Groundwater charges for Hunter Water Corporation.**

<b>Maximum charges for 1 October 2001 to 30 June 2002 (\$/ML of usage)</b>	<b>Maximum charges for 1 July 2002 to 30 June 2003 (\$/ML of usage)</b>	<b>Maximum charges for 1 July 2003 to 30 June 2004 (\$/ML of usage)</b>
The greater of \$1.80/ML and the charge derived by adding the entitlement and the usage portions of the two-part tariff for 2001/02 for the Hunter in Table 7.	The greater of \$1.80/ML and the charge derived by adding the entitlement and the usage portions of the two-part tariff for 2002/03 for the Hunter applying in Table 7 by application of the relevant formula in clause 5.3.3	The greater of \$1.80/ML and the charge derived by adding the entitlement and the usage portions of the two-part tariff for 2003/04 for the Hunter applying in Table 7 by application of the relevant formula in clause 5.3.4

5.5.3 For example, the charge derived by adding the entitlement (\$0.88/ML) and the usage (\$0.44/ML) portions of the two-part tariff for 2001/02 for the Hunter in Table 7 is \$1.32/ML. The charge for the Hunter Water Corporation for 2001/02 is therefore \$1.80/ML.

## **PART 6 LICENCE FEES**

- 6.1 In view of a new access licensing system proposed to be introduced under the *Water Management Act 2000* during the term of this determination and possible future changes to the existing licensing structure, the maximum charges for licence applications, renewals and permanent transfers will remain at levels consistent with Tribunal Determination 98-5 of 16 July 1998 and Determination No. 7, 2000 of September 2000, until the Tribunal makes a specific determination or conducts a review on licence fees under the new licensing regime.
- 6.2 The charge for the temporary transfer of the licence between licence holders is not to exceed a fixed charge of \$25, plus a variable charge of \$1 per megalitre of water transferred, but with a maximum total charge of \$75 per transfer.

## **PART 7 NEW OR ADDITIONAL CHARGES**

- 7.1 The WAMC must not exceed or levy any new or additional fees or charges in relation to any bulk water service entitlement which is subject to a maximum price set by this determination other than in accordance with a relevant determination of the Tribunal.
- 7.2 The WAMC may however negotiate fees with water users for optional or additional water supply services without the Tribunal's prior approval if the proposed fee is for a service that is not essential to, or is separate and distinct from, the rights conferred by means of a water licence to access and use a quantity of water.
- 7.3 This determination does not apply to charges for the Lowbidgee Flood Control and Irrigation District, and Gol Gol Creek.

## SCHEDULE 1 DEFINITION OF CPI

### 1.1 Interpretation

**CPI** means the consumer price index, All Groups index number for the weighted average of eight capital cities as published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics does not or ceases to publish the index, the CPI will mean an index determined by the Tribunal that is its best estimate of the index.

**CPI<sup>-GST</sup>** means the CPI exclusive of the net cumulative impact of:

- (a) the GST; and
- (b) changes to any other Commonwealth, State or Territory taxes or charges consequent upon the introduction of the GST,

as determined by the Tribunal and notified to DLWC from time to time.

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

### 1.2 Application of the formula

**CPI<sub>1</sub>** means the number derived from the application of the following formula:

$$CPI_1 = \left( \frac{CPI_{Jun2001}^{-GST} + CPI_{Sep2001}^{-GST} + CPI_{Dec2001}^{-GST} + CPI_{Mar2002}^{-GST}}{CPI_{Jun2000}^{-GST} + CPI_{Sep2000}^{-GST} + CPI_{Dec2000}^{-GST} + CPI_{Mar2001}^{-GST}} \right)$$

**CPI<sub>2</sub>** means the number derived from the application of the following formula:

$$CPI_2 = \left( \frac{CPI_{Jun2002} + CPI_{Sep2002} + CPI_{Dec2002} + CPI_{Mar2003}}{CPI_{Jun2001} + CPI_{Sep2001} + CPI_{Dec2001} + CPI_{Mar2002}} \right)$$

where:

- CPI is as defined and where the corresponding subtext (for example <sub>Jun2001</sub>) means the CPI for the quarter and of the year indicated (in the example the June quarter for the year 2001).
- CPI<sup>-GST</sup> is as defined.

## **SCHEDULE 2 IMPLEMENTATION OF 1 OCTOBER 2001 PRICE CHANGES FOR THE ANNUAL BILLING YEAR 2001/2002**

1. 1 October 2001 price changes for annual water bills in the financial year 2001/2002 shall apply as follows:
  - (1) area, entitlement and base charges are to be levied at the new rate from 1 October 2001;
  - (2) water usage charges for:
    - (i) Border, Gwydir, Namoi and Peel Valley, where metering readings are available, shall be levied at the new rate from 1 October 2001;
    - (ii) All other valleys shall be levied at the pre 1 October 2001 price for 15 per cent of annual usage, to reflect water usage in the September quarter 2001. The remaining 85 per cent of annual usage will be levied at the new 1 October 2001 price.

# TENDERS

## Department of Public Works and Services

### SUPPLIES AND SERVICES FOR THE PUBLIC SERVICE

TENDERS for the undermentioned Period Contracts, Supplies and Services, required for the use of the Public Service, will be received by the Department of Public Works and Services, Level 3, McKell Building, 2-24 Rawson Place, Sydney, N.S.W. 2000, up til 9.30 am on the dates shown below:

#### 31 January 2002

**013/7184** PRINTING AND ASSOCIATED SERVICES. DOCUMENTS: \$110.00 PER SET.

#### 5 February 2002

**ITS2001** WHOLE OF GOVERNMENT CONSULTANTS PANEL AGREEMENT. DOCUMENTS: \$220.00 PER SET

**01/7240** PURCHASE OF ONE (1) FRONT END LOADER WITH BACKHOE ATTACHMENT. DOCUMENTS: \$110.00 PER SET

#### 12 February 2002

**993/846** (ADDITIONAL INTAKE) UNIX PLATFORMS, X TERMINALS, SYSTEM MGT SOFTWARE, & RELATED IT SERV.. DOCUMENTS: \$330.00 PER SET

#### 20 February 2002

**027/7235** INSURANCE BROKERAGE SERVICES. DOCUMENTS: \$110.00 PER SET

#### 27 February 2002

**016-7162** HIRE & OPERATION OF FIXED WING AIRCRAFT WITH REMOTE SENSING EQUIPMENT. DOCUMENTS: \$110.00 PER SET

#### 5 March 2002

**01/2788** CLIENT SYSTEM AND IMPLEMENTATION SERVICES. DOCUMENTS: \$220.00 PER SET

#### TENDER DOCUMENT FEE

Tender documents for inspection and purchase, and application forms for Expression of Interest are available at the address above. Where charges apply for tender documents, they are not refundable, cheques and credit cards (Bankcard, Mastercard and Visa) only are acceptable, payable to Department of Public Works and Services. NO CASH payments will be accepted. Documents can be Express Posted on request at an extra cost. Non attendance of mandatory site meetings will render tenders informal.

Further Information is available on the Internet (<http://www.dpws.nsw.gov.au/tenders>)



# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### BOURKE SHIRE COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given that Bourke Shire Council, in pursuance of section 10 of the Roads Act 1993, dedicates the land held by it and described in the Schedule below as public road. A. VARLEY, General Manager, Bourke Shire Council, 29 Mitchell Street, Bourke, NSW 2840.

#### SCHEDULE

Lot 1 in Deposited Plan 1031689. [0059]

### HORNSBY SHIRE COUNCIL

Roads Act 1993

Notice under Clause 17 of the Roads Transport (Mass, Loading and Access) Regulation 1996

THE Hornsby Shire Council, in pursuance of Division 2 of Part 3 of the Road Transport (Mass, Loading, Access) Regulation 1996, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated 18th January, 2002.

R. J. BALL, General Manager, Hornsby Shire Council  
(by delegation from the Minister for Roads)

#### SCHEDULE

#### 1. Citation

This Notice may be cited as the Hornsby Shire Council B-Double Notice No 1/ 2002.

#### 2. Commencement

This Notice takes effect from the date of gazettal.

#### 3. Effect

This Notice remains in force until 1st July, 2005 unless it is amended or repealed earlier.

#### 4. Application

4.1 This Notice applies to B-Doubles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 1996 and Schedule 4 of the Road Transport (Vehicle Registration) Regulation 1998.

#### 5. Routes

B-Double routes within the Hornsby Shire Council

Type	Road	Starting point	Finishing point
25	Duffy Avenue ñ Chilvers Road, Sefton Road, Thornleigh. Right turn only from Pennant Hills Road	Pennant Hills Road	Boral Plant

[0035]

### INVERELL SHIRE COUNCIL

Local Government Act 1993, Section 378

Fixing Of Levels

NOTICE is hereby given that levels of Swan Street ñ Urabatta Street to Gilchrist Street as shown on plans exhibited at Councilís Office and as advertised in the *Inverell Times* of 7th December, 2001 have been duly approved and fixed by the authority delegated to me under section 378 of the Local Government Act 1993, as amended, in accordance with such plans, on 21st January, 2002. P. J. HENRY, General Manager, Inverell Shire Council, Administrative Centre, 144 Otho Street, Inverell, NSW 2360. [0036]

### KEMPSEY SHIRE COUNCIL

Roads Act 1993, Section 162

Roads (General) Regulation 2000, Part 2, Division 2

Naming of Public Road ñ OKeefe Road

NOTICE is hereby given that Kempsey Shire Council, in pursuance of section 162 of the Roads Act 1993 and Part 2, Division 2 of the Roads (General) Regulation 2000, has named the following road:

Location	Name
Section of road running off the western end of Livingstone Street, South West Rocks.	OKeefe Road.

Authorised by resolution of the Council on 15th January, 2002 Minute No. 2002.40. A. V. BURGESS, General Manager, Kempsey Shire Council, Civic Centre, Elbow Street, West Kempsey, NSW 2440. [0037]

### LITHGOW CITY COUNCIL

Roads Act 1993, Section 162

Naming of Public Road ñ Golf Links Road and Windarra Place

NOTICE is hereby given that in accordance with section 162 (1) and (2) of the Roads Act 1993, Council has named the following roads as described below:

Location	Name
Road off Giraween Drive leading to the Lithgow Golf Club.	Golf Links Road.
Road off proposed Golf Links Road, being a subdivision of Lot 2, DP 880433, Windarra Estate.	Windarra Place.

I. STEWART, General Manager, Lithgow City Council, PO Box 19, Lithgow, NSW 2790. [0038]

### MOSMAN MUNICIPAL COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given that Mosman Municipal Council, by resolutions of the Council dated 4th

December, 2001 has resolved to dedicate the land described in the Schedule below as public road pursuant of section 10 of the Roads Act 1993. V. MAY, General Manager, Mosman Municipal Council, PO Box 211, Spit Junction, NSW 2088.

Schedule

Lot 37, DP 3174, Field Lane. Lots 1 and 2, DP 184033, Avenue Road. Lots 1 and 2, DP 170473, Avenue Road. [0060]

**MUSWELLBROOK SHIRE COUNCIL**

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

THE Muswellbrook Shire Council declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below, excluding mines and deposits of minerals within the land, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purpose of public recreation and open space parkland. Dated at Muswellbrook, 23rd January, 2002. M. COLREAVY, General Manager, Muswellbrook Shire Council, PO Box 122, Muswellbrook, NSW 2333.

SCHEDULE

Lot 8, DP 263641. [0061]

**OBERON COUNCIL**

Roads Act 1993, Section 162

Naming of Public Roads ñ Saunders Road and OíBriens Hill Road

NOTICE is hereby given that Council, in pursuance of section 162 of the Roads Act 1993, proposes to name the roads as shown hereunder:

Description	New Road Name
The road that runs off the Carlwood Road at OíConnell.	Saunders Road.
The road that runs between Ryans Lane and Bloom Hill Road at OíConnell.	OíBriens Hill Road.

A period of one (1) month from the publication of this notice is allowed, during which any person may lodge with the Council written objections to the proposed names. Any such objection should set out fully the reasons for the objection. Authorised by resolution of Council on 13th November, 2001. B. FITZPATRICK, General Manager, Oberon Council, PO Box 84, Oberon, NSW 2787. [0039]

**PENRITH CITY COUNCIL**

Naming of Public Road ñ Jack Williams Drive

PURSUANT to section 9 of the Roads (General) Regulation 1994, notice is hereby given of the naming of the following road:

Location	Name
Road off Castlereagh Road, Penrith.	Jack Williams Drive.

For further information please contact Gordon Williams on tel.: (02) 4732 7708. Penrith City Council, PO Box 60, Penrith, NSW 2751. [0062]

**RICHMOND VALLEY COUNCIL**

Roads Act 1993, Section 177

Acquisition of Land by Agreement

NOTICE is given that the land known as Lot 7, DP 1034892 (Red Gates Road, Woodburn) is hereby acquired by negotiation under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991. R. V. SCHIPP, General Manager, Richmond Valley Council, Locked Bag 10, Casino, NSW 2470. [0063]

**TWEED SHIRE COUNCIL**

Roads Act 1993, Section 10

Dedication of Lands as Public Road

NOTICE is hereby given that the Tweed Shire Council, by resolution of the Council dated 21st March, 2001 has resolved to dedicate the land described hereunder as public road pursuant to section 10 of the Roads Act 1993. J. F. GRIFFIN, General Manager, Tweed Shire Council, PO Box 816, Murwillumbah, NSW 2484.

SCHEDULE

Lots 1, 2 and 3, DP 1024230. [0040]

**TUMUT SHIRE COUNCIL**

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

THE Tumut Shire Council declares, with the approval of Her Excellency the Governor, that the land described in Schedule 1 below, excepting the easement specified in Schedule 2 below and any mines and deposits of minerals within the land, is acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purpose of public open space. Dated at Tumut, 17th January, 2002. P. MULLINS, Acting General Manager, Tumut Shire Council, 76 Capper Street, Tumut, NSW 2720.

SCHEDULE 1

Lot 22, DP 1027668.

SCHEDULE 2

Easement for transmission line 18.29 wide notified in the *Government Gazette* of 16th April, 1937, Folios 1568 and 1569. [0041]

**WAGGA WAGGA CITY COUNCIL**

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

THE Wagga Wagga City Council declares, with the approval of Her Excellency the Governor, that the land described in Schedule A below and the easements over land described in Schedule B below, excluding mines and deposits of minerals within the land, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purpose of providing the sewerage services identified in those Schedules. Dated at Wagga Wagga, 15th January, 2002. I. GRAHAM, Acting General Manager, Wagga Wagga City Council, Administration Centre, corner Baylis and Morrow Streets, Wagga Wagga, NSW 2650.

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**SCHEDULE A**

Lot 1, DP 1022354 for sewage treatment works. Lot 1, DP 1022359 for sewage pump station site.

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**SCHEDULE B**

Easement for sewer rising main 3 wide as described in DP 1022354. Easement to drain sewage 5 wide in DP 1022356 as it affects Lots 6 and 9, section 7 in DP 758953. Easement to drain sewage 2 wide in DP 1022356 as it affects Lot 12, section 6 in DP 758953. Easement for rising main 2 wide in DP 1022359 as it affects R 71186 for public recreation. Easement to drain sewage 2 wide in DP 1022359 as it affects R 71186 for public recreation. Easement to drain sewage 2 wide in DP 1022362 as it affects Lot 238 in DP 757255. [0042]

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**WYONG SHIRE COUNCIL**

Roads Act 1993

Naming of Public Roads in Subdivisions

NOTICE is hereby given that in accordance with Part 162.1 of the Roads Act 1993, as amended, Council has named the roads shown hereunder:

<b>Location</b>	<b>Names</b>
Lot 1, DP 119427 and Lot 12, DP 1034200 Pacific Highway, Hamlyn Terrace.	Bougainvillea Road West Bougainvillea Road East Dryandra Street Cherry Blossom Crescent Birch Drive Myrtle Terrace Botanical Close Fuchsia Way Flora Place Lobelia Place Daphne Close
<b>Location</b>	<b>Names</b>
Lot D, DP 386170, Lot 3, DP 345932 intersection of Pacific Highway, Johns Road, Pollock Avenue, North Wyong.	Settlement Drive Clydesdale Street Stockmans Walk Quarterhorse Parade Saddlers Road Homestead Road
Lot 17, DP 7091 Warnervale Road, Hamlyn Terrace.	Farrier Crescent Wilga Road

No objections to the proposed names were received within the prescribed period of time. J. S. DAWSON, General Manager, Wyong Shire Council, PO Box 20, Wyong, NSW 2259. [0043]

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**ARMIDALE DUMARESQ COUNCIL**

Local Government Act 1993, Part 2, Division 5

Sale of Land for Unpaid Rates and Charges

NOTICE is hereby given to the persons named hereunder, that Armidale Dumaresq Council has resolved, in pursuance of section 713 of the Local Government Act 1993, to sell the land described hereunder of which the persons named are known to be the owners or in which they appear to have an interest on which the amount of rates stated in each case, as at 21st January, 2002 is due.

Owner(s) or person(s) having interest in the land	Description of subject land (Lot, Section and Deposited Plan Nos, Street)	Amount of rates (including extra charges) overdue for more than five (5) years (\$)	Amount of all other rates and charges due and in arrears (\$)	Total (\$)
(a)	(b)	(c)	(d)	(e)
Estate of the late Albert C. AUSTIN.	Lot 9, section 18, Parish of Metz, County of Clarke, DP 758519, 3 High Street, Hillgrove.	1,335.85	2,444.45	3,780.30
Robin F. MILEN.	Lots 9-10 and 20, sections 4-4 and 23, Parish of Metz, County of Clarke, DP 758519, 8 Garibaldi Street Hillgrove.	2,544.94	2,698.39	5,243.33
Warren R. TOUT and Douglas A. BUHLER.	Lot 12, Parish of Dyke, County of Sandon, DP 749967, 487 Smiths Creek Road, Lower Creek.	890.77	2,309.12	3,199.89
Petra B. HARSTANG.	Lots 1 and 2, Parish of Metz, County of Sandon, DP 715631, 75 Brereton Street, Hillgrove.	3,913.86	2,824.34	6,738.20
Peter M. CLARKE and Carol A. CLARKE.	Lot 701, Parish of Armidale, County of Sandon, DP 834291, New England Highway, Armidale.	24,206.39	43,765.27	67,971.66
Peter L. FARRELL and Marie FARRELL.	Lot 1086, Parish of Armidale, County of Sandon, DP 755808, 14 Myrtle Drive, Armidale.	3,365.88	4,791.35	8,157.23
Kevin B. MALONEY and Heather E. MALONEY.	Lot 1, Parish of Armidale, County of Sandon, DP 505489, 16A Douglas Street, Armidale.	13,453.06	10,819.12	24,272.18
Colin R. BURGESS.	Lot 906, section 18, Parish of Armidale, County of Sandon, DP 755808, Barney Street, Armidale.	15,967.88	12,774.75	28,742.63
Florence A. VORHAUER.	Lot 16, Parish of Armidale, County of Sandon, DP 242531, 36 Uralla Road, Armidale.	10,993.28	10,229.86	21,223.14
Jack and Eleonore BYE.	Lot 166, Parish of Chandler, County of Clarke, DP 751442, 85 Wollomombi Village Road, Wollomombi.	43.72	2,009.36	2,053.08

Owner(s) or person(s) having interest in the land	Description of subject land (Lot, Section and Deposited Plan Nos, Street)	Amount of rates (including extra charges) overdue for more than five (5) years (\$)	Amount of all other rates and charges due and in arrears (\$)	Total (\$)
(a)	(b)	(c)	(d)	(e)
NARWON ABORIGINAL HOUSING CORPORATION	Lot 22, Parish of Armidale, County of Sandon, DP 621281, 218 Chapel Street, Armidale.	7,272.18	9,520.97	16,793.15
NARWON ABORIGINAL HOUSING CORPORATION	Lot 16, Parish of Armidale, County of Sandon, DP 731316, 20 Centennial Close, Armidale.	9,131.77	13,989.41	23,121.18
NARWON ABORIGINAL HOUSING CORPORATION	Lot 7, Parish of Armidale, County of Sandon, DP 731316, 29 Centennial Close, Armidale.	6,693.53	9,630.46	16,323.99
NARWON ABORIGINAL HOUSING CORPORATION	Lot 3, Parish of Armidale, County of Sandon, DP 213742, 9 Mossman Street, Armidale.	6,907.79	8,738.75	15,646.54
NARWON ABORIGINAL HOUSING CORPORATION	Lot 2, Parish of Armidale, County of Sandon, DP 735378, 135 Butler Street, Armidale.	9,325.58	9,344.28	18,669.86
NARWON ABORIGINAL HOUSING CORPORATION	Lot 1, Parish of Armidale, County of Sandon, DP 510576, 3 Mossman Street, Armidale.	10,483.30	7,647.36	18,130.66
NARWON ABORIGINAL HOUSING CORPORATION	Lot 2, Parish of Armidale, County of Sandon, DP 510576, 1 Mossman Street, Armidale.	9,741.01	9,978.55	19,719.56
NARWON ABORIGINAL HOUSING CORPORATION	Lot A, Parish of Armidale, DP 409386, County of Sandon, 45 Mann Street, Armidale.	10,528.23	10,493.14	21,021.37
NARWON ABORIGINAL HOUSING CORPORATION	Lot 1, Parish of Armidale, County of Sandon, DP 522624, 54 Kirkwood Street, Armidale.	10,897.32	14,229.79	25,127.11
NARWON ABORIGINAL HOUSING CORPORATION	Lot 23, Parish of Armidale, County of Sandon, DP 212221, 89 Galloway Street, Armidale.	11,419.90	11,894.72	23,314.62
NARWON ABORIGINAL HOUSING CORPORATION	Lot 19, Parish of Armidale, County of Sandon, DP 248154, 1 Duncan Street, Armidale.	7,606.69	9,055.85	16,662.54

Owner(s) or person(s) having interest in the land	Description of subject land (Lot, Section and Deposited Plan Nos, Street)	Amount of rates (including extra charges) overdue for more than five (5) years (\$)	Amount of all other rates and charges due and in arrears (\$)	Total (\$)
(a)	(b)	(c)	(d)	(e)
MIRABOOKA ABORIGINAL HOUSING CORPORATION	Lot 15, Parish of Armidale, County of Sandon, DP 238944, 20 Blake Street, Armidale.	3,496.37	9,424.56	12,920.93
MIRABOOKA ABORIGINAL HOUSING CORPORATION	Lot 1, Parish of Armidale, County of Sandon, DP 509212, 47 Galloway Street, Armidale.	2,834.86	7,634.28	10,469.14
ALEC FINLAYSON CONSTRUCTIONS PTY LIMITED	Lot 3, Parish of Armidale, County of Sandon, DP 787147, Beardy Street, Armidale.	4,352.49	3,916.03	8,268.52
ALEC FINLAYSON CONSTRUCTIONS PTY LIMITED	Lots 31, 32 and 33, Parish of Armidale, County of Sandon, DP 787459, 12 Conningdale Crescent, Armidale.	3,729.05	2,898.12	6,627.17
ALEC FINLAYSON CONSTRUCTIONS PTY LIMITED	Lot 28, Parish of Armidale, County of Sandon, DP 787459, 2 Kilcoy Close, Armidale.	3,683.42	2,898.12	6,581.54
ALEC FINLAYSON CONSTRUCTIONS PTY LIMITED	Lot 30, Parish of Armidale, County of Sandon, DP 787459, 4 Kilcoy Close, Armidale.	3,683.42	2,898.12	6,581.54
ALEC FINLAYSON CONSTRUCTIONS PTY LIMITED	Lot 7, Parish of Armidale, County of Sandon, DP 718207, 68 Martin Street, Armidale.	3,782.92	2,937.23	6,720.15
ALEC FINLAYSON CONSTRUCTIONS PTY LIMITED	Lot 13, Parish of Armidale, County of Sandon, DP 773491, 7 Pointsfield Place, Armidale.	3,720.66	2,898.12	6,618.78

In default of payment to the Council of the amount stated in Column [e] above and any other rates (including extra charges) becoming due and payable after the 21st January, 2002 or any arrangements satisfactory to the Council for payment of all such rates being entered into by the rateable person before the time fixed for the sale, the said land will be offered for sale by public auction at the Armidale Dumaresq Council Chambers, Rusden Street, Armidale, NSW 2350, on Tuesday, 30th April, 2002 at 10.00 a.m. S. BURNS, General Manager, Armidale Dumaresq Council, Rusden Street, Armidale, NSW 2350. [0064]

**ESTATE NOTICES**

NOTICE of intended distribution of estate. Any person having any claim upon the estate of EVA ADA LINAKER, late of 7 George Street, Riverstone, in the State of New South Wales, who died on 23rd October, 2001, must send particulars of his claim to the executors, c.o. John S. Fordham, Solicitor, 12 Station Street, West Ryde, within one (1) calendar month from publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 17th January, 2002. JOHN S. FORDHAM, Solicitor, 12 Station Street, West Ryde, NSW 2114 (DX 27551, West Ryde), tel.: (02) 9858 1533. [0056]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of WILLIAM PATRICK MURPHY, late of Collaroy Plateau, in the State of New South Wales, retired salesman, who died on 16th August, 2001, must send particulars of his claim to the executrix, Una Clare Murphy, c.o. Frank M. Deane & Co., Solicitors, 227 Elizabeth Street, Sydney, within one (1) calendar month from publication of this notice. After that time the executrix may distribute the assets of the estate having regard only to the claims of which at the time of distribution she has notice. Probate was granted in New South Wales on 14th January, 2002. FRANK M. DEANE & CO., Solicitors, 227 Elizabeth Street, Sydney, NSW 2000 (DX 1179, Sydney), tel.: (02) 9264 3066. [0044]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of JOHN ROBERT JOSEPH BENNETT, late of 10 Lester Road, Greystanes, in the State of New South Wales, payroll officer, who died on 26th July, 2001, must send particulars of his claim to the executrix, Elizabeth Mary Bennett, c.o. Maclarens, Solicitors, 232 Merrylands Road, Merrylands, within one (1) calendar month from publication of this notice. After that time the executrix may distribute the assets of the estate having regard only to the claims of which at the time of distribution she has notice. Probate was granted in New South Wales on 11th December, 2001. MACLARENS, Solicitors, 232 Merrylands Road, Merrylands, NSW 2160 (DX 25406, Merrylands), tel.: (02) 9682 3777. [0045]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of MATHILDE LIEPINS, late of 27 Bradman Street, Merrylands, in the State of New South Wales, who died on 18th September, 2001, must send particulars of his claim to the executor, John Albert Liepins, c.o. Maclarens, Solicitors, 232 Merrylands Road, Merrylands, within one (1) calendar month from publication of this notice. After that time the executor may distribute the assets of the estate having regard only to the claims of which at the time of distribution he has notice. Probate was granted in New South Wales on 19th December, 2001. MACLARENS, Solicitors, 232 Merrylands Road, Merrylands, NSW 2160 (DX 25406, Merrylands), tel.: (02) 9682 3777. [0046]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of MARGARET LOUISA KIELY, late of Erina, in the State of New South Wales, home duties, who died on 19th September, 2001, must send particulars of his claim to the executors, Trevor McDiarmid and Sylvia Baker, c.o. John G. Burton & Associates, Solicitors, 16 Adelaide Street, East Gosford, within one (1) calendar month from publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 24th December, 2001. JOHN G. BURTON & ASSOCIATES, Solicitors, 16 Adelaide Street, East Gosford, NSW 2250 (DX 7263, Gosford), tel.: (02) 4323 4899. [0047]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of HAZEL WINIFRED DOOLEY, late of Wyoming, in the State of New South Wales, home duties, who died on 21st October, 2001, must send particulars of his claim to the executrix, Marie Denise Harrington, c.o. John G. Burton & Associates, Solicitors, 16 Adelaide Street, East Gosford, within one (1) calendar month from publication of this notice. After that time the executrix may distribute the assets of the estate having regard only to the claims of which at the time of distribution she has notice. Probate was granted in New South Wales on 31st December, 2001. JOHN G. BURTON & ASSOCIATES, Solicitors, 16 Adelaide Street, East Gosford, NSW 2250 (DX 7263, Gosford), tel.: (02) 4323 4899. [0048]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of OWEN ROE O'NEILL, late of 302/31 Station Street, Newtown, in the State of New South Wales, retired, who died on 16th June, 2001, must send particulars of his claim to the executors, Tracey Cooke, Kenneth Paton and Robert John Colquhoun, c.o. Colquhoun & Colquhoun, Solicitors, 588 Darling Street, Rozelle, within one (1) calendar month from publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 11th January, 2002. COLQUHOUN & COLQUHOUN, Solicitors, 588 Darling Street, Rozelle, NSW 2039 (DX 22402, Balmain), tel.: (02) 9818 2666. [0049]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of CORAL VIOLET BUCKLEY, who died on 26th May, 2001, must send particulars of his claim to the executors, Thomas James Buckley and Coral Ann Druce, c.o. Barton & Co., Solicitors, 128/121-133 Pacific Highway, Hornsby, within one (1) calendar month from publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 14th January, 2002. BARTON & CO., Solicitors, 128/121-133 Pacific Highway (PO Box 344, Hornsby, NSW 1630), Hornsby, NSW 2077, tel.: (02) 9476 1744. [0050]

NOTICE of intended distribution of estate. Any person having any claim upon the estate of BARBARA ELIZABETH VAN CLEEF, late of Elizabeth Bay, in the State of New South Wales, who died on 10th October, 2000, must send particulars of his claim to the executor, Ned William Jordan, 12 Forest Road, Double Bay, NSW 2028, within one (1) calendar month from publication of this notice. After that time the executor may distribute the assets of the estate having regard only to the claims of which at the time of distribution he has notice. Probate was granted in New South Wales on 11th January, 2002. JOHN H. HASTINGS, Lawyer, Level 8, 159 Kent Street, Sydney, NSW 2000 (DX 10313, Sydney Stock Exchange), tel.: (02) 9251 2138. [0051]

### COMPANY NOTICES

NOTICE of voluntary liquidation pursuant to section 491 (2) of the Corporations Law. PAXRIO PTY LIMITED (In liquidation), ACN 002 342 332. Notice is hereby given that at a meeting of members of the abovenamed company held on 21st December, 2001 the following special and ordinary resolutions respectively were passed: That the company be wound up as a members voluntary liquidation and that the assets of the company may be distributed in whole or in part to the members in specie should the liquidator so desire and That Richard James South be appointed liquidator of the company. Notice is also given that creditors having claim against the company should furnish particulars of that claim to the liquidators within twenty-eight (28) days of this date, otherwise distributions of the assets will take place without regard to such claims. Dated 21st December, 2001. R. J. SOUTH, Liquidator, c.o. Crosbie Warren Sinclair, Accountants, Box 29, Hunter Region Mail Centre, NSW 2310, tel.: (02) 4923 4000. [0034]

NOTICE of final meeting of members. THE UNIVERSITY OF NEW SOUTH WALES CLUB LIMITED (In liquidation), ACN 26 000 808 613. Notice is hereby given that the final meeting of members will be held on 26th February, 2002 at the club's premises at 12.30 p.m., to receive the liquidator's final statement of how the liquidation was conducted. J. CROSS, Liquidator, 148 Mortimer Street, Mudgee, NSW 2850. [0052]

NOTICE of members' voluntary winding up. ALL STATES PAINTING CONTRACTORS PTY LIMITED (In Liquidation), ACN 071 116 526. Notice is hereby given that in accordance with section 495 of the Corporations Law at an extraordinary general meeting of the abovementioned company held at 42 York Street, Epping on 16th January, 2002 the following was passed as a special resolution: That the company be wound up voluntarily and that Graham George Gunn, Chartered Accountant of 64 Tennyson Road, Mortlake, be appointed liquidator for the purpose of winding up. Dated 16th January, 2002. GRAHAM G. GUNN & CO., PO Box 554, Concord, NSW 2137. [0053]

NOTICE of members' voluntary winding up. PRODUCTION SUPPLY PROPERTIES PTY LIMITED (In Liquidation), ACN 001 231 689. Notice is hereby given that in accordance with section 495 of the Corporations

Law at an extraordinary general meeting of the abovementioned company held at 42 York Street, Epping on 16th January, 2002 the following was passed as a special resolution: That the company be wound up voluntarily and that Graham George Gunn, Chartered Accountant of 64 Tennyson Road, Mortlake be appointed liquidator for the purpose of winding up. Dated 16th January, 2002. GRAHAM G. GUNN & CO., PO Box 554, Concord, NSW 2137. [0054]

NOTICE of resolution. P. N. INVESTMENTS PTY LIMITED (In voluntary liquidation), ACN 008 414 668. Notice is hereby given that a general meeting of members of the company was held at the offices of Stewart, Brown & Co., Level 4, 495 Victoria Avenue, Chatswood on 18th January, 2002 at 9.00 a.m. A special resolution that the company be wound up voluntarily was passed by members and the undersigned was appointed liquidator. Dated 18th January, 2002. R. M. BARNES, Liquidator, c.o. Stewart, Brown & Co., Level 4, 495 Victoria Avenue, Chatswood, NSW 2067, tel.: (02) 9412 3033. [0057]

NOTICE of resolution. WOODFORD (23) PTY LIMITED (In voluntary liquidation), ACN 003 270 602. Notice is hereby given that a general meeting of members of the company was held at Level 4, 495 Victoria Avenue, Chatswood on 23rd January, 2002 at 8.00 a.m. A special resolution that the company be wound up voluntarily was passed by members and the undersigned was appointed liquidator. Dated 23rd January, 2002. R. M. BARNES, Liquidator, c.o. Stewart, Brown & Co., Level 4, 495 Victoria Avenue, Chatswood, NSW 2067, tel.: (02) 9412 3033. [0058]



**OTHER NOTICES**

HIGH COURT OF AUSTRALIA  
SITTING AS THE COURT OF DISPUTED RETURNS  
NEW SOUTH WALES OFFICE OF THE REGISTRY

No. 512 of 2002

BETWEEN  
**NED KELLY**  
Petitioner

**GEORGE CAMPBELL**  
First Respondent

**HELEN COONAN**  
Second Respondent

**KERRY NETTLE**  
Third Respondent

**MARISE PAYNE**  
Fourth Respondent

**SANDY MacDONALD**  
Fifth Respondent

**URSULA STEPHENS**  
Sixth Respondent

**ELECTION PETITION**

This Petition concerns the Senate Election for the New South Wales poll held 10 November 2001, writ returned 6 December 2001.

**INTERPRETATION**

Commission or AEC means the Australian Electoral Commission.

Constitution means the Constitution of the Commonwealth of Australia 1901.

Election means the election of six senators for the State of New South Wales held pursuant to the Writ issued by Professor Marie Bashir on the advice of Bob Carr.

Act means the Commonwealth Electoral Act 1918 (Cth) as amended

State means the State of New South Wales.

States means the Original States forming part of the Commonwealth of Australia pursuant to Commonwealth of Australia Constitution Act 1900 63 & 64 Victoria Ch 12.

Petitioner's Nomination means nomination pursuant to s168 of the Electoral Act.

Senators' Election Act means Senators' Election Act 1903 (NSW) as amended

UK means United Kingdom and Northern Ireland

Writ means writ for the election of Senators directed to David Farrell, the Australian Electoral Officer for the State of New South Wales, commanding closure of the electoral roll on 15 October 2001, appointing the day and time of nomination 18 October 2001 at 12 o'clock noon, appointing the date of poll 10 November 2001, return of the writ on or before 16 January 2002.

**THE ENTITLEMENT TO FILE THIS WRIT**

The petitioner is a person qualified to vote under the laws of the State in the said election.

**STATEMENT OF FACTS**

- Section 9 and 12 of the Constitution provide a writ for a Senate election shall be issued by the Governor of the State.
- Senators' Election Act sets out the relevant provisions of the States' powers pursuant to section 9 of the Constitution to determine times and places of election.
- On 1 March 2001 Professor Marie Bashir AC. purportedly took office pursuant to a commission from Her Majesty (Queen of Australia) appointing her as Governor in and over the State, on dint of the royal prerogative pursuant to Australia Acts 1986.
- The poll for the election was held on Saturday November 10, 2001 and the writ was returned to Professor Marie Bashir on 6 December 2001 by the AEC in purported compliance with section 283 of the Act.

**GROUND ONE****The Governor's commission was invalid; as a consequence no power existed to issue the Writ**

- The Australia Act 1986 (Cth) is an unlawful enactment as it was based upon the Commonwealth's powers under s51 (xxxviii) to so legislate. This power required the request and concurrence of the Parliaments of all States; which in the case of Queensland, Australia Acts (Request) Act 1985 the relevant legislation was assented to without first securing by referendum the approval of a voting majority of electors; as a consequence the said Act and attaching schedules, 1 & 2 which unambiguously proposed alterations to the office of Governor and to s11A, 11B and 14 of the sections embedded pursuant to s 53 of the Constitution Act 1867(Qld) was unconstitutional, as a consequence the enactment is a nullity, as must any commission reliant upon the said enactment.
- The Australia Act 1986 (Imp) as passed by the (UK) and assented to by Her Majesty (UK) on the advice of her Privy Council and brought into force by statutory instrument 1986/319 by order of the Secretary of State at 5 o'clock GMT 3 March 1986 pursuant to s4 Statute of Westminster 1931 (Imp) was an unlawful enactment or of no legal or constitutional effect, as must be any commission reliant thereon as:-
  - the political and legal evolutionary nature between the federation of the Australian States and the UK was such that the nature of the former colonies had fundamentally changed with federation and at the relevant

time, 1986, the Imperial links between the States as part of the Commonwealth of Australia and the UK were terminated; thus the UK was a foreign power *Sue v Hill* and as a consequence without any valid legal power internationally or domestically to legislate for the Commonwealth or any of the Australian States. Historically, this had been the case at the latest, since 1958, as evidenced by the convention of the Territorial Sea and Contiguous Zone *China Ocean Shipping Co v South Australia*, but more probably since proclamation in the UK of the British Nationality Act 1948 (Imp) and/or since proclamation in Australia of the Nationality & Citizenship Act No 83 1948 (Cth).

- (b) Additionally and in the alternative, such legislation required an empowering statute Australian (Consent and Request Act) No. 143 of 1985 assented by the Governor-General 4 December 1985; such legislation being enacted by power 51 (xxxviii) was however ultra vires, on the constitutional grounds set out in paragraph 5 hereof.
- (c) the term royal prerogative is used to describe the powers of the Queen of the UK as defined by statute and common law history of that the UK. Terminated, as a consequence of the evolutionary constitutional changes set out in paragraph 6(a) hereof. It is a political and legal fiction of Australia to describe the power as dint of the Australia Acts 1986 as the source of any such power. The very nature of that legislation (if constitutional) was to terminate all appeals to Her Majesty in Council, political and legal responsibilities for the government of any State and legislative links between the Parliament of the UK and the States and the Letters Patent proclaimed by Her Majesty Queen of the UK in 1985 purportedly to reconstitute the offices of various State Governors (i) never came into effect as the Australia Acts 1986 were a nullity and (ii) was misconceived as there was inter alias no scope for Her Majesty in any capacity for consilience in extra constitutional formulations such is outside the terms of Constitution Act and such documents were from the sovereign of a foreign power; as a consequence, were of no consequence, here.

## GROUND TWO

**The terms of the writ as issued were illegal and constitutionally invalid; franchise skewed, poll illegal, proprietary of conduct of election, substantial contraventions, official errorñ no due electing according to law.**

- 7. On Monday 8 October 2001 purportedly as Governor of the State, Professor Marie Bashir issued a writ for the election, commanding the place and times of election.
- 8. On Monday 8 October a copy of the writ was electronically forwarded to the Government Printing Service of NSW, the heading purported to proclaim the issue of the writ same date.
- 9. On Friday 12 October 2001, Special Gazette No 155 page 8497 was printed and published available to the public at 2.00pm. Time must run from publication by Government Gazette.
- 10. The writ contained times that were therefore illegal, in that they differed and thus were in breach of provisions of sections 4A, s4B, s4C & 6 of the Senatorsí Elections Act thus usurped the powers vested in the State Parliament of NSW pursuant to sections 7, 9 & 107 and more importantly, the franchise and thus principle of representative government pursuant to sections 7, 8, 24, 41 of the Constitution and the Act legislated by power of the Federal Government pursuant to section 51 of the Constitution.
- 11. On 20 October 2001 Mr. Gerrit Hendrik Schorel-Hlavka of Melbourne informed the AEC by e-mail that the writ and other Gazetted writs were in fact illegal and deficient. The AEC deliberately ignored the communication and thus its primary responsibilities and duties and when Mr. Schorel-Hlavka sought injunctive relief from the Federal Court of Australia the AEC unreasonably and deceitfully opposed the relief sought. *Project Blue Sky v Australian Broadcasting Authority Dawson J*: ìEither there was compliance or there was notí
- 12. INTERPRETATION ACT 1987 (NSW) s36 Reckoning of time
  - (1) If in any Act or instrument a period of time, dating from a given day, act or event, is prescribed or allowed for any purpose, the time shall be reckoned exclusive of that day or of the day of that act or event.
  - (2) If the last day of a period of time prescribed or allowed by an Act or instrument for the doing of any thing falls:
    - (a) on a Saturday or Sunday, or
    - (b) on a day that is a public holiday or bank holiday in the place which the thing is to be or may be done, the thing may be done on the first day following that is not a Saturday or Sunday, or a public holiday or bank holiday in that place, as the case may be.
  - (3) If in any Act or instrument a period of time is prescribed or allowed for the doing of any thing and a power is conferred on any person or body to extend the period of time:
    - (a) that power may be exercised, and
    - (b) if the exercise of that power depends on the making of an application for an extension of the period of time such an application may be made, after the period of time has expired.
- 13. The Senate Election Act section 4, states:- ìthe date fixed for close of the election rolls shall be 7 days after the date of the Writí
- 14. The correct legal date for the close of the rolls given the different dates between proclamation and publication, must either be (a) 16 October or (b) 22 October 2001.
- 15. The Senate Election Act s4A(1), states:- ìthe date fixed for the nomination of the candidates shall not be less than 10 days nor more than 27 days after the date of the writí

16. The correct legal date for the close of nominations, given the different dates between proclamation and publication, must either be (a) 19 October or 23 October 2001.
17. The Senate Election Act s4B, states:- 'The date fixed for polling shall not be less than 23 days nor more than 31 days after the date of nomination'
18. The Senate Election Act s4C, states:- 'The date fixed for the polling shall be a Saturday'
19. The correct legal date for the poll, can only be the 17 November 2001.

#### **GROUND THREE & FOUR**

**Petitioner's nomination unreasonably and wrongfully rejected -held out of election ñ right to participate in public affairs marginalized, franchise skewed for ulterior purpose on facts shown.**

**Illegal Practice and Undue Influence by AEC pursuant to sections 324 and 327 within the meaning of section 352 of the Act.**

20. On Friday 11 October 2001 the petitioner decided to stand as a candidate for the Senate of the State and obtained from the Divisional Returning Officer (DRO) at the Richmond Office, an allegedly correct group nomination form. The DRO admitted to the petitioner, when asked questions about the form that he knew nothing about Senate elections.
21. Relying on this form and advise received DRO at Tweed Heads and by telephone conversation with Mr. David Farrell the Australian Electoral Officer (AEO) for the State and Deputy Commissioner Ms Anne Bright. The petitioner was lead to believe his nomination and deposit fee had to be personally presented at the Commission's head office in Sydney not later than 12 o'clock noon, 18 October 2001. The petitioner who lives in Tweed Heads departed on the afternoon of Wednesday 17 October 2001 to travel to Sydney by train from Murwillumbah NSW. After his departure, Ms Anne Bright telephoned the petitioners home and in his absence left a message on his answering machine to the effect that, he had been given the wrong forms.
22. On the morning of 18 October 2001 the petitioner due to delay occasioned by engine failure aborted his rail travel to Sydney and travelled to the nearest office of the Commission, being its Newcastle offices.
23. On arrival, the petitioner by telephone was advised by Ms Anne Bright he could forward his nomination by facsimile, which he subsequently did at approximately 10.55am. Subsequent additional pages were progressively forwarded between the offices up until 12 o'clock noon that day, as a consequence of an incomplete group nomination being given to the petitioner.
24. The petitioner after forwarding what he believed was his nomination by facsimile attempted to tendered his nomination deposit of \$1,400 dollars in Australian currency notes (\$50) notes to the DRO Officer at Newcastle. The deposit was refused by the DRO Officer, stating words to the effect 'if I take that I will be accepting your nomination'.
25. The petitioner, as a result was subsequently informed by telephone firstly by Ms Bright and at approximately 11.30am. and then by Mr. David Farrell that his nomination deposit would only be accepted if tendered personally or by agent at the Commission's Sydney offices not later than 12 o'clock noon that day. As a result the petitioner arranged for an agent to personally lodge the nomination deposit on his behalf.
26. At approximately 12.10pm 18 October 2001, the petitioner's agent attended the Sydney offices of the Commission and offered to tender the said nomination deposit to a Mr. Geoffrey Miles an AEC officer who rejected it using words to the effect 'We cannot receive money after midday'.
27. As a result the petitioner's nomination was not declared & his name not put on the ballot paper.
28. The rejection of and the negligent advise, acts and omissions by AEC officers towards the petitioner constitute illegal practice within the meaning of s352 of the Act.

#### **GROUND FIVE**

**No properly elected or appointed Premier of the State existed, such that advise to advise Her Majesty in relation to the exercise of the powers and functions pursuant to 7(5) Australia Acts 1986 could be legally given.**

29. Mr. Bob Carr had no power to advise as to the issuing of the writ or appointment of Professor Marie Bashir; as the commissions' of her purported predecessors, the Honourable Gordon J Samuels, Rear Admiral Peter Sinclair and Rear Admiral Sir David Martin were equally invalid as set out out aforesaid; as a consequence so too then was the appointment of the purported Premier and general state elections held since 1986, upon which the purported members of the States Parliament, rely for their authority.

#### **PRAYER FOR RELIEF**

30. An Order declaring the election for six Senators for the State of NSW, absolutely void.
31. An Order declaring each of the respondents returned as elected, was not duly elected.
32. An Order that the Commonwealth pay the petitioner's costs on an indemnity basis.

Dated this 15th day of January 2002

**Ned Kelly**

[0055]

