



# *Government Gazette*

OF THE STATE OF  
NEW SOUTH WALES

**Number 43**  
**Friday, 20 April 2012**

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## LEGISLATION

### Online notification of the making of statutory instruments

Week beginning 9 April 2012

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

#### **Regulations and other statutory instruments**

Energy and Utilities Administration Amendment (Air Conditioners, Set-Top Boxes and Incandescent Lamps) Regulation 2012 (2012-154) — published LW 13 April 2012

Fisheries Management (General) Amendment (Pacific Oysters) Regulation 2012 (2012-153) — published LW 13 April 2012

Oaths Amendment (Confirmation of Identity) Regulation 2012 (2012-145) — published LW 13 April 2012

#### **Environmental Planning Instruments**

Gunnedah Local Environmental Plan 1998 (Amendment No 23) (2012-149) — published LW 13 April 2012

Liverpool Local Environmental Plan 2008 (Amendment No 21) (2012-150) — published LW 13 April 2012

State Environmental Planning Policy Amendment (Gwandalan) 2012 (2012-146) — published LW 13 April 2012

State Environmental Planning Policy Amendment (Middle Camp) 2012 (2012-147) — published LW 13 April 2012

State Environmental Planning Policy Amendment (Nords Wharf) 2012 (2012-148) — published LW 13 April 2012

Sutherland Shire Local Environmental Plan 2006 (Amendment No 9) (2012-151) — published LW 13 April 2012

Urana Local Environmental Plan 2012 (Amendment No 1) (2012-152) — published LW 13 April 2012

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## Assents to Acts

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### ACTS OF PARLIAMENT ASSENTED TO

Legislative Council Office, Sydney, 11 April 2012

IT is hereby notified, for general information, that Her Excellency the Governor has, in the name and on behalf of Her Majesty, this day assented to the undermentioned Acts passed by the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, viz.:

Act No. 17, 2012 – An Act to amend the Road Transport (General) Act 2005 to make further provision with respect to the nomination of offenders for certain camera recorded and parking offences; and to make consequential and other minor amendments to the Fines Act 1996 and the road transport legislation. [**Road Transport Legislation Amendment (Offender Nomination) Act 2012**]

DAVID BLUNT,  
Clerk of the Parliaments

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### ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney, 11 April 2012

IT is hereby notified, for general information, that Her Excellency the Governor has, in the name and on behalf of Her Majesty, this day assented to the undermentioned Acts passed by the Legislative Assembly and Legislative Council of New South Wales in Parliament assembled, viz.:

Act No. 18, 2012 — An Act to amend the Centennial Park and Moore Park Trust Act 1983 in relation to the leasing of Trust lands; and for other purposes. [**Centennial Park and Moore Park Trust Amendment Bill**]

Act No. 19, 2012 — An Act to amend the Public Sector Employment and Management Act 2002 with respect to excess employees and performance management. [**Public Sector Employment and Management Amendment Bill**]

Act No. 20, 2012 — An Act to make miscellaneous changes to certain State revenue legislation. [**State Revenue Legislation Amendment Bill**]

Act No. 21, 2012 — An Act to amend the Local Government Act 1993 to make further provision with respect to local government elections for civic office; and for other purposes. [**Local Government Amendment (Elections) Bill**]

Act No. 22, 2012 — An Act to amend the Local Government Act 1993 to prevent a member of Parliament from also holding office as a councillor or mayor. [**Local Government Amendment (Members of Parliament) Bill**]

RONDA MILLER,  
Clerk of the Legislative Assembly

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**OFFICIAL NOTICES****Appointments****CRIMES (ADMINISTRATION OF SENTENCES)  
ACT 1999**

Serious Offenders Review Council  
Appointment of Community Member

HER Excellency the Governor, with the advice of the Executive Council and pursuant to the provisions of the Crimes (Administration of Sentences) Act 1999, has approved the appointment of Rev Dr Arthur Bridge AM as a community member of the Serious Offenders Review Council for a period of three (3) years dating on and from 4 April 2012 until 3 April 2015.

GREG SMITH,  
Minister for Justice

**CRIMES (ADMINISTRATION OF SENTENCES)  
ACT 1999**

Serious Offenders Review Council  
Appointment of Community Member

HER Excellency the Governor, with the advice of the Executive Council and pursuant to the provisions of the Crimes (Administration of Sentences) Act 1999, has approved the appointment of Mary Lou Carter as a community member of the Serious Offenders Review Council for a period of three (3) years dating on and from 4 April 2012 until 3 April 2015.

GREG SMITH,  
Minister for Justice

## Roads and Maritime Services

### ROAD TRANSPORT (GENERAL) ACT 2005

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

JERILDERIE SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 5 April 2012.

CRAIG MOFFITT,  
General Manager,  
Jerilderie Shire Council  
(by delegation from the Minister for Roads)

#### SCHEDULE

#### 1. Citation

This Notice may be cited as (insert Council name) 25 Metre B-Double route Notice No. 01/2012.

#### 2. Commencement

This Notice takes effect on the date of publication in the *New South Wales Government Gazette*.

#### 3. Effect

This Notice remains in force until 30 September 2015 unless it is amended or repealed earlier.

#### 4. Application

This Notice applies to those 25 metre B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

#### 5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
25.	Willawa Lane.	“Kelmah” property entry.	Intersection with Willows Road 4km.	Seasonal from 1 November to 30 May.
25.	Harris Lane.	Intersection with South Coree Road.	West to intersection with Logie Brae Road 7.24km.	Seasonal from 1 November to 30 May.

**ROAD TRANSPORT (GENERAL) ACT 2005**

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

JERILDERIE SHIRE COUNCIL in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which Road Train Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 5 April 2012.

Mr CRAIG MOFFITT,  
General Manager,  
Jerilderie Shire Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Jerilderie Shire Council Notice No. 1/2012.

**2. Commencement**

This Notice takes effect on the date of publication in the New South Wales Government Gazette.

**3. Effect**

This Notice remains in force until 30 September 2015 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those Road Train vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
RT.	RR596.	Morundah Road.	Intersection with MR321 Kidman Way.	Intersection with Hunter Road 10.65km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Four Corners Road.	Intersection with MR321 Kidman Way.	Intersection with Hannabus Road 4km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Hutchings Road.	Intersection with MR321 Kidman Way.	Intersection with McDonald Road 10.3km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		McDonald Road.	Intersection with MR321 Kidman Way.	Intersection with Graham Road 16.20 km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Graham Road.	Intersection with MR321 Kidman Way.	Intersection with McDonald Road 19.90 km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Gilbert Road.	Intersection with MR321 Kidman Way.	Intersection with Field Road 27 km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
RT.		Preston Road.	Intersection with MR321 Kidman Way.	Full length 1.09km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Bridge Road.	Intersection with McDonald Road.	Intersection with Graham Road 2.09km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Hannabus Road.	Intersection with Four Corners Road.	Intersection with Fairlie Grange Road 4.50km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Fairlie Grange Road.	Intersection with MR321 Kidman Way.	Intersection with Hannabus Road 8.37km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Hardy Road.	Intersection with RR596 Morundah Road.	Intersection with Hutchings Road 6.28km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Hunter Road.	Intersection with RR596 Morundah Road.	Intersection with Boerema Road 4.67km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Boerema Road.	Intersection with Hardy Road.	Intersection with McDonald Road 4.34km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Field Road.	Intersection with Graham Road.	Intersection with Gilbert Road 5.15km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Thurrowa Road.	Intersection with Gilbert Road.	Intersection with McLarty Road 2.50km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		McLarty Road.	Intersection with Thurrowa Road.	Intersection with Leonard Road 7.4km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Wood Road.	Intersection with McDonald Road.	Intersection with Hutchings Road 8.13km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
RT.		Veness Road.	Intersection with Graham Road.	Full length to South 1.13km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.
RT.		Peet Road.	Intersection with Hardy Road.	Full Length to South 0.97km.	Seasonal from 1 November to 30 May and not between School Bus hours 7:00am to 8:30am and 4:00pm to 5:00pm.

## ROAD TRANSPORT (GENERAL) ACT 2005

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

I, Geoff Fogarty, A/Chief Executive Roads and Maritime Services, pursuant to Clause 25 of the Road Transport (Mass, Loading and Access) Regulation 2005, hereby amend the 4.6 Metre High Vehicle Notice 2008, as published in *NSW Government Gazette* No. 185 on 21 December 2007 at pages 10618 to 10674, as set out in the Schedule of this Notice.

GEOFF FOGARTY,  
A/Chief Executive,  
Roads and Maritime Services

## SCHEDULE

**1. Citation**

This Notice may be cited as the Roads and Maritime Services 4.6 Metre High Vehicle Notice 2008 (Amendment) Notice No. 6/2012.

**2. Commencement**

This Notice takes effect on and from the date of publication in the *NSW Government Gazette*.

**3. Effect**

This Notice remains in force up to and including 31 December 2012 unless it is repealed earlier.

**4. Amendment**

Delete the following route from the table at Appendix 2, under the heading Part 2 – 4.6 metre high vehicle routes in New South Wales (excluding the Sydney Region)

Northern NSW				
<i>Road No.</i>	<i>State Route</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
HW12	Gwydir Hwy including signposted bypass in Inverell township	Pacific Highway (MR10), Grafton	Moree	

Delete the following route from the table at Appendix 2, under the heading Part 3 – 4.6 metre high vehicle routes in Shire and Council areas (excluding the Sydney Region).

Port Kembla Ports Corporation				
<i>Road No.</i>	<i>State Route</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
	Tom Thumb Road, Port Kembla North	Springhill Road (MR581), Coniston	Coal Terminal Road, Port Kembla North	

Insert the following routes into the table at Appendix 2, under the heading: Part 1 – 4.6 metre high vehicle routes within the Sydney Region

<i>Road No.</i>	<i>State Route</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
MR599	Boundary Street, East Roseville	Eastern Valley Way (MR599), East Roseville	Babbage Road (MR328), East Roseville	

Insert the following routes into the table at Appendix 2, under the heading: Part 2 – 4.6 metre high vehicle routes in New South Wales (excluding the Sydney Region)

Northern NSW				
<i>Road No.</i>	<i>State Route</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
HW12	Gwydir Highway	Pacific Highway (HW10), Grafton	Campbell Street, Inverell	
HW12	Gwydir Highway	Henderson Street, Inverell	Newell Highway (HW17), Moree	

Insert the following routes into the table at Appendix 2, under the heading: Part 3 – 4.6 metre high vehicle routes in Shire and Council areas (excluding the Sydney Region)

Inverell Shire Council				
<i>Road No.</i>	<i>Route</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
	Campbell Street, Inverell	Gwydir Highway (HW12), Inverell	Henderson Street, Inverell	
	Henderson Street, Inverell	Campbell Street, Inverell	Gwydir Highway (HW12), Inverell	
Port Kembla Ports Corporation				
<i>Road No.</i>	<i>Route</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Conditions</i>
	Tom Thumb Road, Port Kembla North	Springhill Road (MR581), Coniston	Coal Loader Road, Port Kembla North	

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## Department of Trade and Investment, Regional Infrastructure and Services

### MINERAL RESOURCES

NOTICE is given that the following applications have been received:

#### EXPLORATION LICENCE APPLICATIONS

(T12-1067)

No. 4520, GOLDEN CROSS OPERATIONS PTY. LTD (ACN 050 212 827), area of 48 units, for Group 1, dated 3 April 2012 (Orange Mining Division).

(T12-1069)

No. 4522, PEAK GOLD MINES PTY LTD (ACN 001 533 777), area of 63 units, for Group 1, dated 12 April 2012 (Cobar Mining Division).

(T12-1070)

No. 4523, ISOKIND PTY LIMITED (ACN 081 732 498), area of 100 units, for Group 1, dated 16 April 2012 (Cobar Mining Division).

(T12-1071)

No. 4524, TELLUS RESOURCES LTD (ACN 144 733 595), area of 94 units, for Group 1, dated 16 April 2012 (Cobar Mining Division).

(T12-1072)

No. 4525, ARK MINES LIMITED (ACN 123 668 717), area of 90 units, for Group 1, dated 16 April 2012 (Cobar Mining Division).

(T12-1073)

No. 4526, ARK MINES LIMITED (ACN 123 668 717), area of 77 units, for Group 1, dated 16 April 2012 (Cobar Mining Division).

(T12-1074)

No. 4527, ARK MINES LIMITED (ACN 123 668 717), area of 79 units, for Group 1, dated 16 April 2012 (Cobar Mining Division).

(T12-1075)

No. 4528, CGNM RESOURCES PTY LTD (ACN 139 443 137), area of 28 units, for Group 1, dated 17 April 2012 (Sydney Mining Division).

#### MINING LEASE APPLICATIONS

(T10-0244)

No. 373, ENDEAVOUR MINERALS PTY LTD (ACN 063 725 708), area of about 38 hectares, to mine for antimony, arsenic, cadmium, galena, gold, iron minerals, lead, manganese, mercury, molybdenite, silver, sulphur, tin and zinc, dated 28 October 2010 (Orange Mining Division).

(T10-0266)

No. 377, W J MURDOCH & CO PTY LTD (ACN 002 598 478), area of about 6.97 hectares, to mine for limestone, dated 5 November 2010 (Orange Mining Division).

(T12-1506)

No. 422, COAL & ALLIED OPERATIONS PTY LTD (ACN 000 023 656), area of about 9940 square metres, to mine for coal, dated 27 March 2012 (Singleton Mining Division).

(T12-1507)

No. 423, COAL & ALLIED OPERATIONS PTY LTD (ACN 000 023 656), area of about 81.7 hectares, to mine for coal, dated 27 March 2012 (Singleton Mining Division).

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

NOTICE is given that the following applications have been withdrawn:

#### EXPLORATION LICENCE APPLICATIONS

(T12-1041)

No. 4497, GOLDEN CROSS OPERATIONS PTY. LTD (ACN 050 212 827), County of Bland and County of Gipps, Map Sheet (8329, 8330). Withdrawal took effect on 3 April 2012.

(T12-1070)

No. 4523, ISOKIND PTY LIMITED (ACN 081 732 498), County of Robinson, Map Sheet (8034, 8035). Withdrawal took effect on 17 April 2012.

(T12-1071)

No. 4524, TELLUS RESOURCES LTD (ACN 144 733 595), County of Robinson, Map Sheet (8034, 8035). Withdrawal took effect on 16 April 2012.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

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

(M80-5429)

Authorisation No. 256, ANGLO COAL (DARTBROOK) PTY LTD (ACN 000 012 813) AND MARUBENI THERMAL COAL PTY LTD (ACN 061 468 620), area of 811 hectares. Application for renewal received 16 April 2012.

(Z10-3033)

Exploration Licence No. 5571, NICO YOUNG PTY LTD (ACN 132 050 205), area of 10 units. Application for renewal received 11 April 2012.

(Z08-2423)

Exploration Licence No. 5714, MALACHITE RESOURCES LIMITED (ACN 075 613 268), area of 3 units. Application for renewal received 13 April 2012.

(T01-0114)

Exploration Licence No. 5933, PEAK GOLD MINES PTY LTD (ACN 001 533 777), area of 95 units. Application for renewal received 16 April 2012.

(Z05-0309)

Exploration Licence No. 6561, JOHN LESLIE LOVE, area of 2 units. Application for renewal received 12 April 2012.

(T08-0024)

Exploration Licence No. 7137, JACARANDA MINERALS LTD AND MINERALS AUSTRALIA PTY LTD, area of 71 units. Application for renewal received 12 April 2012.

(T09-0282)

Exploration Licence No. 7544, MINERALS AUSTRALIA PTY LTD AND JACARANDA MINERALS LTD, area of 81 units. Application for renewal received 12 April 2012.

(T10-0038)

Exploration Licence No. 7545, JACARANDA MINERALS LTD AND MINERALS AUSTRALIA PTY LTD, area of 4 units. Application for renewal received 12 April 2012.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

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#### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(Z12-0699)

Exploration Licence No. 6167, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), County of Yancowinna, Map Sheet (7133), area of 1 units, for a further term until 4 December 2013. Renewal effective on and from 11 April 2012.

(Z04-0518)

Exploration Licence No. 6414, ROBUST OPERATIONS PTY LIMITED (ACN 106 964 881), Counties of Bland and Harden, Map Sheet (8428), area of 4 units, for a further term until 16 May 2013. Renewal effective on and from 10 April 2012.

(Z07-0119)

Exploration Licence No. 6937, CLANCY EXPLORATION LIMITED (ACN 105 578 756), County of Gipps, Map Sheet (8430), area of 28 units, for a further term until 8 November 2013. Renewal effective on and from 26 March 2012.

(T09-0114)

Exploration Licence No. 7408, OAKLAND RESOURCES LIMITED (ACN 137606476), Counties of Harden and King, Map Sheet (8628, 8629), area of 100 units, for a further term until 22 October 2013. Renewal effective on and from 12 April 2012.

(T09-0115)

Exploration Licence No. 7412, OAKLAND RESOURCES LIMITED (ACN 137606476), Counties of Harden and King, Map Sheet (8628), area of 100 units, for a further term until 22 October 2013. Renewal effective on and from 12 April 2012.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

#### CANCELLATION OF AUTHORITY AT REQUEST OF HOLDER

NOTICE is given that the following authority has been cancelled:

(Z07-0179)

Exploration Licence No. 6809, ILUKA RESOURCES LIMITED (ACN 008 675 018), County of Perry, Map Sheet (7331, 7431), area of 57 units. Cancellation took effect on 12 April 2012.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

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NOTICE is given that the following application has been withdrawn:

#### EXPLORATION LICENCE APPLICATION

(T11-0364)

No. 4442, PINNACLE GOLD PTY. LTD (ACN 151 778 424), County of Dealing, Map Sheet (9037). Withdrawal took effect on 27 March 2012.

CHRIS HARTCHER, M.P.,  
Minister for Resources and Energy

## LANDS

## GOULBURN OFFICE

159 Auburn Street (PO Box 748), Goulburn NSW 2580

Phone: (02) 4824 3700 Fax: (02) 4822 4287

## NOTIFICATION OF CLOSING OF A ROAD

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

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## Description

*Parish – Beggan Beggan; County – Harden;  
Land District – Boorowa; L.G.A. – Harden*

Road Closed: Lots 1-5, DP 1171898 (subject to easement for transmission line and easement for access created by Deposited Plan 1171898).

File No.: 11/09214.

## Schedule

On closing, the land within Lots 1-5, DP 1171898 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Bungonia; County – Argyle;  
Land District – Goulburn; L.G.A. – Goulburn Mulwaree*

Road Closed: Lot 1, DP 1172387.

File No.: GB06 H 544.

## Schedule

On closing, the land within Lot 1, DP 1172387 remains vested in the State of New South Wales as Crown Land.

## Description

*Parishes – Adaminiby and Murroo; County – Wallace;  
Land District – Cooma; L.G.A. – Snowy River*

Road Closed: Lot 1, DP 1173103.

File No.: GB07 H 46.

## Schedule

On closing, the land within Lot 1, DP 1173103 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Norrong; County – Argyle;  
Land District – Goulburn; L.G.A. – Goulburn Mulwaree*

Road Closed: Lot 1, DP 1173270.

File No.: 10/15391.

## Schedule

On closing, the land within Lot 1, DP 1173270 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Marlowe; County – St Vincent;  
Land District – Braidwood; L.G.A. – Palerang*

Road Closed: Lot 1, DP 1173747 (subject to a right of carriageway created by Deposited Plan 1173747).

File No.: 07/5882.

## Schedule

On closing, the land within Lot 1, DP 1173747 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Elrington; County – St Vincent;  
Land District – Braidwood; L.G.A. – Palerang*

Road Closed: Lots 1-4, DP 1171906.

File No.: GB07 H 225.

## Schedule

On closing, the land within Lots 1-4, DP 1171906 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Binjura; County – Beresford;  
Land District – Cooma; L.G.A. – Cooma-Monaro*

Road Closed: Lot 1, DP 1173740.

File No.: GB07 H 418.

## Schedule

On closing, the land within Lot 1, DP 1173740 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Gygederick; County – Wallace;  
Land District – Cooma; L.G.A. – Snowy River*

Road Closed: Lot 2, DP 1173272.

File No.: 11/13767.

## Schedule

On closing, the land within Lot 2, DP 1173272 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Jerrara; County – King;  
Land District – Crookwell; L.G.A. – Upper Lachlan Shire*

Road Closed: Lot 1, DP 1173739.

File No.: GB07 H 408.

## Schedule

On closing, the land within Lot 1, DP 1173739 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Mongarlowe; County – St Vincent;  
Land District – Braidwood; L.G.A. – Palerang*

Road Closed: Lot 1, DP 1172382 (subject to right of carriageway created by Deposited Plan 1172382).

File No.: GB06 H 266.

## Schedule

On closing, the land within Lot 1, DP 1172382 remains vested in the State of New South Wales as Crown Land.

## Description

*Parishes – Gunning Grach, Jettiba, Pickering and Tivy;  
County – Wellesley; Land District – Bombala;  
L.G.A. – Bombala*

Road Closed: Lots 1-4, DP 1171694 and Lots 5-6, DP 1171695.

File No.: GB05 H 542.

## Schedule

On closing, the land within Lots 1-4, DP 1171694 and Lots 5-6, DP 1171695 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Kember; County – King;  
Land District – Boorowa; L.G.A. – Boorowa*

Road Closed: Lots 1 and 2, DP 1171253.

File No.: 09/10942.

## Schedule

On closing, the land within Lots 1 and 2, DP 1171253 remains vested in the State of New South Wales as Crown Land.

**GRAFTON OFFICE**  
**76 Victoria Street (PO Box 272), Grafton NSW 2460**  
**Phone: (02) 6640 3400 Fax: (02) 6642 5375**

**ROADS ACT 1993****ORDER**

Transfer of a Crown Road to a Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown roads specified in Schedule 1 is hereby transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from the date, the road specified in Schedule 1, ceases to be Crown road.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE 1**

*Parish – Missabotti; County – Raleigh;  
 Shire – Nambucca Shire Council*

Crown public road within Lot 183, 186 and 190, DP 755549, within Viewmont State Forest.

Width to be Transferred: Whole width.

**SCHEDULE 2**

Roads Authority: Nambucca Shire Council.

Council's Reference: Bobo Road.

DPI, Crown Reference: 11/03705.

**SCHEDULE 1**

*Parish – Nambucca; County – Raleigh;  
 Shire – Nambucca Shire Council*

Crown public road west or southwest of Lots 308, 310 and 312, DP 755550.

Width to be Transferred: Whole width.

**SCHEDULE 2**

Roads Authority: Nambucca Shire Council.

Council's Reference: Hawks Road.

DPI, Crown Reference: 11/03705.

**NOTICE OF ADDITIONAL PURPOSE PURSUANT  
 TO SECTION 34A(2)(b) OF THE CROWN LANDS  
 ACT 1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve specified in Column 1 of the Schedule is to be occupied for the additional purpose specified in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

**SCHEDULE***Column 1*

Part Reserve No. 755692,  
 being Lot 4, section 8,  
 DP 758047.

Public Purpose: For future  
 public requirements.  
 Notified: 29 June 2007.  
 Locality: Mullumbimby.

*Column 2*

Business purposes.

**MAITLAND OFFICE**

**Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323**

**Phone: (02) 4937 9300 Fax: (02) 4934 2252**

**ESTABLISHMENT OF RESERVE TRUST**

PURSUANT to section 92(1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

**KATRINA HODGKINSON, M.P.,**  
Minister for Primary Industries

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Abermain Public Hall (R91228) Reserve Trust.	Reserve No.: 91228. Public Purpose: Public hall. Notified: 18 August 1978. File No.: MD80 R 193.

**APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

**KATRINA HODGKINSON, M.P.,**  
Minister for Primary Industries

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Cessnock City Council.	Abermain Public Hall (R91228) Reserve Trust.	Reserve No.: 91228. Public Purpose: Public hall. Notified: 18 August 1978. File No.: MD80 R 193.

For a term commencing the date of this notice.

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

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

**KATRINA HODGKINSON, M.P.,**  
Minister for Primary Industries

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Karen HEMBROW.	Lake Glenbawn State Park Trust.	Dedication No.: 1001337. Public Purpose: Public recreation. Notified: 1 June 1997. File No.: MD 92 R10-003.

For a term commencing on 13 April 2012 and expiring 5 July 2012.

**ROADS ACT 1993**

**ORDER**

Transfer of a Crown Road to a Council

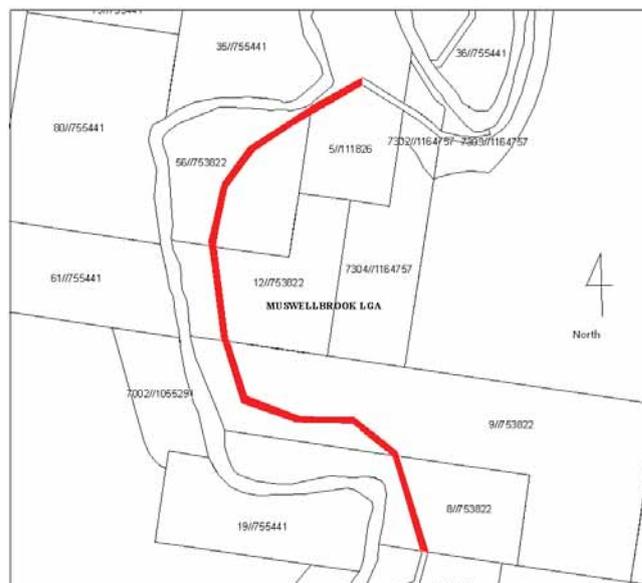
IN pursuance of the provisions of section 151, Roads Act 1993, the Crown road specified in Schedule 1 is transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the road specified in Schedule 1 ceases to be a Crown road.

**KATRINA HODGKINSON, M.P.,**  
Minister for Primary Industries

**SCHEDULE 1**

*Parish – Wilpen; County – Hunter;  
Land District – Muswellbrook;  
Local Government Area – Muswellbrook*

A section of Crown road known as Widden Valley Road which passes through Lots 8, 9, 12 and 56, DP 753822, 20.115m wide and half of road length through Lot 5, DP 111826 (being the highlighted section of road on the diagram below).



**SCHEDULE 2**

Roads Authority: Muswellbrook Shire Council.  
Lands File Reference: 12/02610.

## NEWCASTLE OFFICE

437 Hunter Street, Newcastle NSW 2300 (PO Box 2185, Dangar NSW 2309)

Phone: (02) 4925 4104 Fax: (02) 4925 3517

## NOTIFICATION OF CLOSING OF PUBLIC ROAD

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

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

## Description

*Parish – Carroll; County – Wellington;  
Land District – Bathurst; L.G.A. – Bathurst Regional*

Road Closed: Lot 1, DP 1172910.

File No.: CL/00601.

## Schedule

On closing, the land within Lot 1, DP 1172910 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Dilga; County – Gordon;  
Land District – Molong; L.G.A. – Cabonne*

Road Closed: Lot 1, DP 1168705 (not being land under the Real Property Act).

File No.: OE05 H 274.

## Schedule

On closing, the land within Lot 1, DP 1168705 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Burrawong; County – Gordon;  
Land District – Molong; L.G.A. – Cabonne*

Road Closed: Lot 2, DP 1163694 subject to Right of Access created in Deposited Plan 1163694 (not being land under the Real Property Act).

File No.: OE05 H 274.

## Schedule

On closing, the land within Lot 2, DP 1163694 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Carrow; County – Durham;  
Land District – Singleton; L.G.A. – Singleton*

Road Closed: Lot 4, DP 1173387 (not being land under the Real Property Act).

File No.: MD06 H 11-002.

## Schedule

On closing, the land within Lot 4, DP 1173387 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Cargo; County – Ashburnham;  
Land District – Molong; L.G.A. – Cabonne*

Road Closed: Lot 1, DP 1173110 subject to easement for electricity purposes created in Deposited Plan 1173110 (not being land under the Real Property Act).

File No.: CL/00795.

## Schedule

On closing, the land within Lot 1, DP 1173110 becomes vested in the State of New South Wales as Crown Land.

Council's Reference: 29.0012.16.

## Description

*Parish – Malmesbury; County – Bathurst;  
Land District – Bathurst; L.G.A. – Bathurst Regional*

Road Closed: Lots 1 and 2, DP 1173151 subject to Right of Carriageway created by Deposited Plan DP 1173151.

File Nos: CL00655 and 11/12434.

## Schedule

On closing, the land within Lots 1 and 2, DP 1173151 remains vested in the State of New South Wales as Crown Land.

**ORANGE OFFICE**  
**92 Kite Street (PO Box 2146), Orange NSW 2800**  
**Phone: (02) 6391 4300 Fax: (02) 6362 3896**

**ESTABLISHMENT OF RESERVE TRUST**

PURSUANT to section 92(1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Wattle Flat Landfill Reserve Trust.	Reserve No.: 87791. Public Purpose: Rubbish depot. Notified: 29 May 1970. File No.: 10/08305.

**APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder, is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Bathurst Regional Council.	Wattle Flat Landfill Reserve Trust.	Reserve No.: 87791. Public Purpose: Rubbish depot. Notified: 29 May 1970. File No.: 10/08305.

For a term commencing this day.

**NOTIFICATION OF CLOSING OF A ROAD**

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

KATRINA HODGKINSON, M.P.,  
 Minister for Primary Industries

Description

*Parish – March; County – Wellington;  
 Land District – Orange; L.G.A. – Orange*

Road Closed: Lot 1, DP 1172524.  
 File No.: 11/09505.

Schedule

On closing, the land within Lot 1, DP 1172524 remains vested in the State of New South Wales as Crown Land.

**WESTERN REGION OFFICE**  
**45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830**  
**Phone: (02) 6883 5400 Fax: (02) 6884 2067**

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

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

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

*Administrative District – Balranald; Shire – Hay;  
Parish of Thononga; County of Franklin;  
Parish of Benanimie; County of Waljeers*

The purpose/conditions of Western Lands Lease 3629, being the land contained within Folio Identifier 6017/763149 has been altered from “Pastoral Purposes” to “Grazing and Cultivation (Irrigated)” effective from 3 April 2012.

The purpose/conditions of Western Lands Lease 14198, being the land contained within Folio Identifier 118/823884 has been altered from “Grazing” to “Grazing and Cultivation (Irrigated)” effective from 3 April 2012.

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

The conditions previously annexed to Western Lands Leases 3629 and 14198 have been revoked and the following conditions have been annexed thereto.

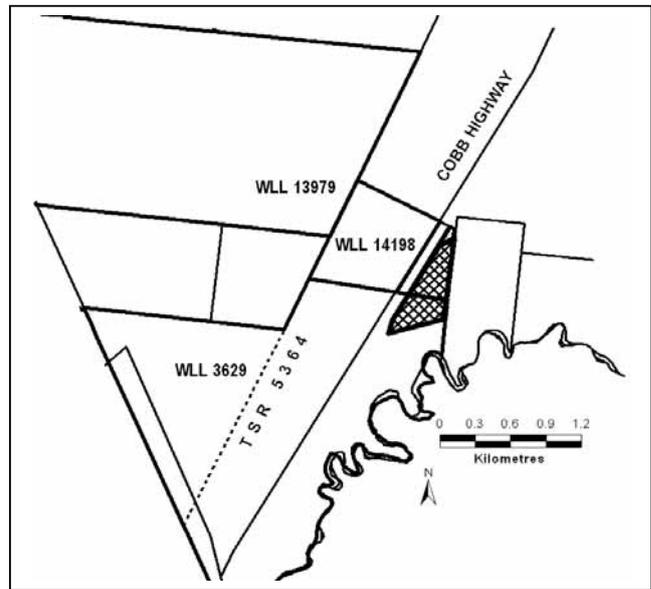
**CONDITIONS AND RESERVATIONS ATTACHED TO  
WESTERN LANDS LEASE Nos 3629 and 14198**

- (1) In the conditions annexed to the lease, the expression “the Minister” means the Minister administering the Western Lands Act 1901, and any power, authority, duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers of the Land and Property Management Authority as the Minister may from time to time approve.
- (2) In these conditions and reservations the expression “the Commissioner” means the Commissioner charged with the administration of the Western Lands Act 1901 (“the Act”) in accordance with section 4(2) of the Act.
- (3) (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty’s Heirs and Successors and the Minister.  
(b) The lessee covenants with the Lessor to indemnify and keep indemnified the Lessor from and against all claims for injury loss or damage suffered by any person or body using or being in or upon the Premises or any adjoining land or premises of the Lessor arising out of the Holder’s use of the Premises and against all liabilities for costs charges and expenses incurred by the Lessor in respect of the claim of any such person or body except to the extent that any such claims and demands arise wholly from any negligence or wilful act or omission on the part of the Lessor.
- (c) The indemnity contained in this clause applies notwithstanding that this Lease authorised or required the lessee to undertake or perform the activity giving rise to any claim for injury loss or damage.
- (d) The lessee expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or sooner determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination.
- (4) The rent of the lease shall be assessed in accordance with Part 6 of the Western Lands Act 1901.
- (5) The rent shall be due and payable annually in advance on 1 July in each year.
- (6) (a) “GST” means any tax on goods and/or services, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia.  
“GST law” includes any Act, order, ruling or regulation, which imposes or otherwise deals with the administration or imposition of a GST in Australia.  
(b) Notwithstanding any other provision of this Agreement:
  - (i) If a GST applies to any supply made by either party under or in connection with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
  - (ii) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (in this clause “taxes”), the consideration payable by the recipient of the supply made under this Agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.
- (7) The lessee must pay all rates and taxes assessed on or in respect of the land leased during the currency of the lease.
- (8) The lessee must hold and use the land leased bona fide for the lessee’s own exclusive benefit and must not transfer, convey or assign the land or any portion thereof without having first obtained the written consent of the Minister.
- (9) The lessee must not enter into a sublease of the land leased unless the sublease specifies the purpose for which the land may be used under the sublease, and it is a purpose which is consistent with the purpose for which the land may be used under this lease.

- (10) If the lessee enters into a sublease of the land leased, the lessee must notify the Commissioner of the granting of the sublease within 28 days after it is granted.
- (11) The land leased must be used only for the purpose of **Grazing and Cultivation (Irrigated)**.
- (12) The lessee must maintain and keep in reasonable repair all improvements on the land leased during the currency of the lease and shall permit the Minister or the Commissioner or any person authorised by the Minister or the Commissioner at all times to enter upon and examine the whole or any part of the land leased and the buildings or other improvements thereon.
- (13) The lessee must not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the Crown Lands Act 1989 or, in respect of land in a State forest, unless the lessee or the person is the holder of a forest materials licence under the Forestry Act 1916, and has obtained the special authority of the Minister to operate on the land, but the lessee may, with the approval of the Commissioner, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon the land as may be required by the lessee.
- (14) The lessee must comply with the provisions of the Local Government Act 1993, and of the ordinances made thereunder.
- (15) The lessee must not erect or permit any person to erect any buildings or extend any existing buildings on the land leased except to the satisfaction of the Commissioner.
- (16) The lessee must ensure that the land leased is kept in a neat and tidy condition to the satisfaction of the Commissioner and not permit refuse to accumulate on the land.
- (17) Upon termination or forfeiture of the lease the Commissioner may direct that the former lessee remove any structure or material from the land at his own cost and without compensation. Where such a direction has been given the former lessee must leave the land in a clean and tidy condition free from rubbish and debris.
- (18) The lessee must, within 1 year from the date of commencement of the lease or such further period as the Commissioner may allow, enclose the land leased, either separately or conjointly with other lands held in the same interest, with a suitable fence to the satisfaction of the Commissioner.
- (19) The lessee must not obstruct or interfere with any reserves, roads or tracks on the land leased, or the use thereof by any person.
- (20) The lessee must erect gates on roads within the land leased when and where directed by the Commissioner for public use and must maintain those gates together with approaches thereto in good order to the satisfaction of the Commissioner.
- (21) The right is reserved to the public of free access to, and passage along the bank of any watercourse adjoining the land leased and the lessee must not obstruct access or passage by any member of the public to or along the bank.
- (22) Any part of a reserve for travelling stock, camping or water supply within the land leased must, during the whole currency of the lease, be open to the use of bona fide travellers, travelling stock, teamsters and carriers without interference or annoyance by the lessee and the lessee must post in a conspicuous place on the reserve a notice board indicating for public information the purpose of such reserve and, in fencing the land leased, the lessee must provide gates and other facilities for the entrance and exit of travelling stock, teamsters and others. The notice board, gates and facilities must be erected and maintained to the satisfaction of the Commissioner. The lessee must not overstock, wholly or in part, the areas leased within the reserve, the decision as to overstocking resting with the Commissioner.
- (23) The Crown shall not be responsible to the lessee or the lessee's successors in title for provision of access to the land leased.
- (24) The lessee must comply with requirements of section 18DA of the Western Lands Act 1901 which provides that except in circumstances referred to in subsection (3) of that section, cultivation of the land leased or occupied may not be carried out unless the written consent of the Authority has first been obtained and any condition to which the consent is subject under sub section (6) is complied with.
- (25) The lessee must, as the Commissioner may from time to time direct, foster and cultivate on the land leased such edible shrubs and plants as the Commissioner may consider can be advantageously and successfully cultivated.
- (26) Whenever so directed by the Commissioner, the lessee must, on such part or parts of the land leased as shall be specified in the direction, carry out agricultural practices, or refrain from agricultural practices, of such types and for such periods as the Commissioner may in the direction specify.
- (27) The lessee must not overstock, or permit or allow to be overstocked, the land leased and the decision of the Commissioner as to what constitutes overstocking shall be final and the lessee must comply with any directions of the Commissioner to prevent or discontinue overstocking.
- (28) The lessee must, if the Commissioner so directs, prevent the use by stock of any part of the land leased for such periods as the Commissioner considers necessary to permit of the natural reseeded and regeneration of vegetation and, for that purpose, the lessee must erect within the time appointed by the Commissioner such fencing as the Commissioner may consider necessary.
- (29) The lessee must furnish such returns and statements as the Commissioner may from time to time require on any matter connected with the land leased or any other land (whether within or outside the Western Division) in which the lessee has an interest.
- (30) The lessee must, within such time as may be specified by the Commissioner take such steps and measures as the Commissioner shall direct to destroy vermin and such animals and weeds as may, under any Act, from time to time be declared (by declaration covering the land leased) noxious in the Gazette and must keep the

land free of such vermin and noxious animals and weeds during the currency of the lease to the satisfaction of the Commissioner.

- (31) The lessee must not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the Crown Lands Act 1989 or, in respect of land in a State forest, unless the lessee or the person is the holder of a forest materials licence under the Forestry Act 1916, and has obtained the special authority of the Minister to operate on the land, but the lessee may, with the approval of the Commissioner, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon the land as may be required by the lessee.
- (32) The lessee must ensure that cultivation and associated activities do not interfere with any road formation within the allowable area.
- (33) Access tracks to the area to be cultivated must be arranged in such a manner as to minimise the disturbance of any land surfaces within the areas required to be left uncultivated to comply with the conditions of this consent.
- (34) The lessee must ensure incised drainage lines, other than man made structures which carry water after storms are left uncultivated in the channels and for a distance of at least 20 metres on either side of the banks of the channels, except when the Commissioner specifies otherwise.
- (35) The lessee must establish windbreaks at his/her own expense as may be ordered by Commissioner to provide adequate protection of the soil.
- (36) The lessee must undertake any fuel management and/or provision of fire trail access in accordance with fire mitigation measures to the satisfaction of the NSW Rural Fire Service.
- (37) The lessee must undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.
- (38) The lessee must ensure that sandhills and other soils with a surface texture of loamy sand or coarser are left uncultivated unless specifically approved by the commissioner.
- (39) The lessee must ensure land within 60 metres of any texture contrast or duplex soil area remains uncultivated except in accordance with a plan approved by the Commissioner. Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly overlying a clay subsoil and are prone to scalding (producing claypans and hummocks).
- (40) The lessee must ensure that there is no cultivation within at least 30 metres of the Cobb Highway.
- (41) The lessee must ensure areas with a slope greater than 2% remain uncultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee's expense.
- (42) The lessee must ensure that Cultivation and cropping do not alter the natural flood regime or obstruct the reasonable passage of floodwaters. Crops are not to be protected by levees.
- (43) The lessee must ensure that no tail water or drainage water run-off will escape or discharge into or onto adjoining lands by any means including surface or sub-surface drains or pipes.
- (44) The cultivation area partly covers Travelling Stock Reserves (TSR) 5364. The lessee must make suitable arrangements with the relevant Livestock Health and Pest Authority (LHPA) prior to commencement of any development. If suitable arrangements cannot be made with the LHPA, the matter will be determined by the Western Lands Commissioner.
- (45) The lessee must only conduct **Cultivation of 25 ha** shown cross-hatched on the attached diagram hereunder. Cultivation is permitted over the whole area shown cross-hatched unless the commissioner has required that specific areas remain uncultivated.



#### NOTIFICATION OF CREATION OF EASEMENT

PURSUANT to Part 4, Division 5, section 52 (1) (b) (ii), Crown Lands Act 1989, the easement described hereunder is created.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

#### Description

*County of Yancowinna;  
Administrative District of Broken Hill; City of Broken Hill*

Purpose: Right of access.

Land Benefited: Lot 5940, DP 725373 and Lot 1, DP 1025201.

Land over which Created: The site designated "C" in DP 1163504 affecting Crown reserve 23158 for temporary common, notified 8 November 1895.

#### TERMS AND CONDITIONS OF RIGHT OF WAY

- The owner of the lot benefited, their authorised contractors, employees and agents may:
  - by any reasonable means pass across the land burdened, but only within the site of this easement, to get to or from the land benefited, and

- (b) do anything reasonably necessary for that purpose, including:
- entering the land burdened, and
  - bringing machinery, equipment and automobiles onto the easement, and
  - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
2. In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the land burdened, and
  - (c) cause as little **damage** as is practicable to the land burdened and any improvement on it, and
  - (d) restore the land burdened as nearly as is practicable to its former condition, and
  - (e) make good any collateral **damage**, and
  - (f) not herd or bring livestock on foot across the easement without the appropriate authorisation under the Rural Lands Protection Act 1998 and the Commons Management Act 1989 but may transport livestock by truck or other means.

File No.: 10/15728.

#### ERRATUM

IN the notification appearing in the *New South Wales Government Gazette* of 23 March 2012, Folio 774-777, under the heading “Alteration of Purpose/Conditions of a Western Lands Lease” (being Western Lands Lease 9329), the purpose altered should read:

The purpose/conditions of Western Lands Lease 9329, being the land contained within Folio Identifier 208/760831 has been altered from “Grazing” to “Grazing and Cultivation (Dryland and Irrigated)”, effective from 20 March 2012.

KATRINA HODGKINSON, M.P.,  
Minister for Primary Industries

**WATER****WATER ACT 1912**

AN application under section 10 of Part 2 within a proclaimed (declared) local area under section 5 (4) of the Water Act 1912. has been received from:

FOREST NSW for a bywash dam on Nursery Creek, Murraguldrie State Forest No. 403, adjoining Burngoogee fire road, Parish of Murraguldrie, County of Wynyard, for industrial purposes (fire fighting/road maintenance) (new application). (Reference: 40SL71239). (GA1828455).

Any enquiries should be directed to (02) 6953 0700.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 156, Leeton NSW 2705, within 28 days of this publication.

S. F. WEBB,  
Licensing Manager, South

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## Other Notices

### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 76

TAKE notice that the incorporation of the following associations are cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

Cancellation is effective as at the date of gazettal.

- Griffith Gurdwara Singh Sabha Society Incorporated – Inc9891891
- Ecofishers Tweed Incorporated – Inc9885963
- A Touch of Goodness Incorporated – Inc9879514
- Beefsteak and Burgundy Club Broken Hill Incorporated – Y2672118
- Braidwood and District Chamber of Commerce Incorporated – Y2055931
- Casa Do Benifica De Sydney Incorporated – Inc9875246
- Collegians Dragon Judo Club Incorporated – Inc9875822
- Eden Whalers Football Club Incorporated – Inc9889646

Dated this 18th day of April 2012.

ROBYNE LUNNEY,  
Delegate of the Commissioner,  
NSW Fair Trading,  
Department of Finance & Services

### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 72

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to section 72 of the Associations Incorporation Act 2009.

Cancellation is effective as at the date of gazettal.

- Publishers' Advertising Advisory Bureau Incorporated – Inc9888614
- Coastlife Community Services Incorporated – Y1728219
- Crookwell Kids Acting on Stage "Kaos" Incorporated – Y2058334
- Life Incorporated – Inc9878848
- Sydney Sun and Social Club Incorporated – Y1894002
- Nepean Wives of Vietnam Veterans Womens Support Group Incorporated – Inc9882481
- Macleay Kalipso Incorporated – Y2199947
- Ace (NSW) Inc – Y1460340
- Cabramatta United Cricket Club Incorporated – Y1917608
- New Life Church Cronulla Incorporated – Inc9891260
- We Can-Vas Incorporated – Inc9887798
- Bodysurfing Australia Incorporated – Inc9882327
- The Australo Lebanese Christian Council Inc – Y0881315

Dated 18th day of April 2012.

ROBYNE LUNNEY,  
Manager, Case Management,  
Registry of Co-operatives & Associations,  
NSW Fair Trading,  
Department of Finance & Services

### CHARITABLE TRUSTS ACT 1993

Notice Under Section 15

Proposed Cy-Pres Scheme Relating to  
the Ben Chifley Engine

SECTION 9 (1) of the Charitable Trusts Act 1993 permits the application of property cy-pres where the spirit of the original trust can no longer be implemented.

In 1989, a public appeal was conducted in the Orange/Bathurst regions and surrounding communities by the Central West Railway Preservation Society Inc to raise money to purchase heritage train carriages to be used as part of the Ben Chifley steam train. In addition, the public was asked to contribute to the Society's continuing appeal for restoration work on the steam engine referred to as the 'Ben Chifley Engine' and for the development of a museum site. Five carriages were purchased by the Society with the money raised and a sixth carriage was donated by the State Rail Authority.

The Society was wound up and the Bathurst Regional Council has restored the Ben Chifley Engine and put it on static display at Bathurst Railway Station. It will not be restored to working order. The six train carriages, which constitute the charitable trust property, are at Orange East Fork Locomotive Depot in a state of dilapidation. The original purposes of the trust are not able to be fulfilled, which necessitates the Attorney General approving a cy pres scheme for the application of the trust funds or property.

No suitable proposals have been put forward whereby the carriages themselves could be used for an alternative charitable purpose that would be as close as possible to the original purposes of the trust. Two offers have been received for the unencumbered purchase of the train carriages. The Solicitor General, as delegate of the Attorney General in Charitable Trusts Act 1993 matters, has agreed that the offer made by Southern Shorthaul Railroad to purchase the carriages for \$10,000 should be accepted.

The Solicitor General has determined that this is an appropriate matter in which the Attorney General should approve a cy-pres scheme under section 12 (1) (a) of the Charitable Trusts Act 1993 for the application of funds following the sale of the trust property.

The proposed scheme would involve the sale of the carriages and the application of the funds by way of a fifty-fifty split between Lithgow State Mine Railway Ltd/ COC Ltd for the purposes of restoring other rail carriages for use in tourist heritage rail services in the Central West of NSW, and to Bathurst Regional Council for the purposes of the maintenance of the Ben Chifley Engine, which is on static display in Bathurst.

Take note that within one month after the publication of this notice any person may make representations or suggestions to the Attorney General in respect of the proposed scheme. Representations should be made to: The Director, Legal Services Branch, NSW DAGJ, GPO Box 6, Sydney NSW 2001.

Date: 13 April 2012

LAURIE GLANFIELD,  
Director General,  
NSW Department of Attorney General and Justice

**DISTRICT COURT ACT 1973**

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 10.00am 10 September 2012 (3 weeks)  
Sittings cancelled

Lismore 10.00am 5 November 2012 (2 weeks)  
Sittings cancelled

Dated this 17th day of April 2012.

R. O. BLANCH,  
Chief Judge

**GEOGRAPHICAL NAMES ACT 1966**

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

Assigned Name: Russell Reserve  
Designation: Reserve  
L.G.A.: The Hills Shire Council  
Parish: Castle Hill  
County: Cumberland  
L.P.I. Map: Riverstone  
1:100,000 Map: Penrith 9030  
Reference: GNB5581

The position and the extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the Board's website at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au)

KEVIN RICHARDS,  
Acting Secretary

Geographical Names Board  
PO Box 143, Bathurst NSW 2795

**GEOGRAPHICAL NAMES ACT 1966**

PURSUANT to the provisions of Section 8 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it proposes to assign the names listed hereunder as geographical names.

Any person wishing to make comment upon these proposals may within one (1) month of the date of this notice, write to the Secretary of the Board with that comment.

Proposed Name: Pasquale Minnici Park  
Designation: Reserve  
L.G.A.: Liverpool City Council  
Parish: St Luke  
County: Cumberland  
L.P.I. Map: Liverpool  
1:100,000 Map: Penrith 9030  
Reference: GNB 5578

Proposed Name: RAAF Stores Park  
Designation: Reserve  
L.G.A.: Auburn City Council  
Parish: Liberty Plains  
County: Cumberland  
L.P.I. Map: Parramatta River  
1:100,000 Map: Sydney 9130  
Reference: GNB 5580

Proposed Name: Gregory Hills Amphitheatre  
Designation: Reserve  
L.G.A.: Camden Council  
Parish: Narellan  
County: Cumberland  
L.P.I. Map: Campbelltown  
1:100,000 Map: Wollongong 9029  
Reference: GNB 5586

Proposed Name: Liverpool Bicentenary Park  
Designation: Reserve  
L.G.A.: Liverpool City Council  
Parish: Holsworthy  
County: Cumberland  
L.P.I. Map: Liverpool  
1:100,000 Map: Penrith 9030  
Reference: GNB 5579

Proposed Name: Pipeclay Point Reserve  
Designation: Reserve  
L.G.A.: Wyong Shire Council  
Parish: Munmorah  
County: Northumberland  
L.P.I. Map: Toukley  
1:100,000 Map: Lake Macquarie 9231  
Reference: GNB 5582

Proposed Name: Laycock Walk  
Designation: Reserve  
L.G.A.: City of Botany Bay Council  
Parish: Botany  
County: Cumberland  
L.P.I. Map: Williamstown  
1:100,000 Map: Sydney 9130  
Reference: GNB 5587

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

In accordance with section 9 of the Geographical Names Act 1966 all submissions lodged may be subject to a Freedom of Information application and may be viewed by a third party to assist the Board in considering this proposal.

KEVIN RICHARDS  
A/Secretary

Geographical Names Board  
P O Box 143, Bathurst NSW 2795

**GEOGRAPHICAL NAMES ACT 1966****ERRATUM**

IN the notice referring to the redesignation of geographical place names within the Dubbo Local Government Area, Folio 933, 13 April 2012, the notice incorrectly listed Terrabella as a name being redesignated as a Rural Place. This notice corrects that error.

The position and extent of this feature is shown in the Geographical Names Register of New South Wales which can be viewed on the Geographical Names Board's internet site at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au)

KEVIN RICHARDS,  
Acting Secretary

Geographical Names Board  
PO Box 143,  
Bathurst NSW 2795

**HERITAGE REGULATION 2005**

Public Consultation on Draft Heritage Regulation 2012

THE Office of Environment and Heritage is seeking community comment on the above regulation.

The object of this Regulation is:

- (a) to set minimum standards for maintenance and repair of items on the State Heritage Register; and
- (b) to contribute to equitable and adequate funding of heritage protection activities.

The Regulation repeals and remakes, with some amendments, the Heritage Regulation 2005.

Proposed changes to the Heritage Regulation 2005 include:

- making provision for minimum standards for the maintenance of ruins and moveable objects that are listed on the State Heritage Register, and
- prescribing the time period within which the Planning Assessment Commission is to conduct any review (of a recommendation that an item be listed on the State Heritage Register) that is referred to the Commission by the Minister

Copies of the draft regulation and the Regulatory Impact Statement may be downloaded from [www.heritage.nsw.gov.au](http://www.heritage.nsw.gov.au)

Enquiries to Susan Duyker on (02) 9873 8530.

Submissions can be received up until 28 days from the date of this notice. Please send your submissions to:

Director, Heritage Branch  
Heritage Council of NSW  
Locked Bag 5020  
Parramatta NSW 2124

or email: [heritage@heritage.nsw.gov.au](mailto:heritage@heritage.nsw.gov.au)

**LOCAL GOVERNMENT ACT 1993**

Exemption of Councils from the Provisions of Section 512 of the Local Government Act 1993

I, DON PAGE, M.P., Minister for Local Government, in pursuance of section 512 (2) of the Local Government Act 1993, do, by this Order, exempt the councils on the attached schedule from the operation of section 512 (1) (b) for the financial year 2012/2013.

Dated this 4th day of April 2012.

The Hon. DON PAGE, M.P.,  
Minister for Local Government

**SCHEDULE**

<i>Council</i>	<i>Excess Amount \$</i>
Ballina Shire Council	(6,463)
Bellingen Shire Council	(558,973)
Blacktown City Council	(66,562)
Blayney Shire Council	(2,650)
Blue Mountains City Council	(189,619)

<i>Council</i>	<i>Excess Amount \$</i>
Bogan Shire Council	(1,551)
Botany Bay, The Council of the City of	(19,303)
Burwood Council	(59,009)
Byron Shire Council	(8,525)
Camden Council	(192,585)
Campbelltown City Council	(37,763)
Canterbury City Council	(8,915)
Cooma-Monaro Shire Council	(12,002)
Coonamble Shire Council	(1,000)
Cootamundra Shire Council	(1,730)
Eurobodalla Shire Council	(2,223)
Gilgandra Shire Council	(7,749)
Greater Taree City Council	(59,677)
Guyra Shire Council	(7,406)
Gwydir Shire Council	(21)
Harden Shire Council	(913)
Hawkesbury City Council	(49,876)
Hurstville City Council	(14,178)
Inverell Shire Council	(10,133)
Kempsey Shire Council	(2,091)
Kyogle Council	(8,653)
Lane Cove Municipal Council	(270)
Leeton Shire Council	(971)
Leichhardt Municipal Council	(9,838)
Lismore City Council	(316)
Maitland City Council	(12,224)
Manly Council	(42,008)
Moree Plains Shire Council	(44,434)
Murrumbidgee Shire Council	(9,432)
Nambucca Shire Council	(27,490)
Narrabri Shire Council	(3,065)
Penrith City Council	(82,374)
Pittwater Council	(81,413)
Port Macquarie-Hastings Council	(1,413)
Queanbeyan City Council	(50,698)
Richmond Valley Council	(847)
Shellharbour City Council	(19,055)
Sutherland Shire Council	(3,906)

<i>Council</i>	<i>Excess Amount \$</i>
Sydney City Council	(921,109)
Tumut Shire Council	(93,425)
Tweed Shire Council	(113,972)
Uralla Shire Council	(689)
Urana Shire Council	(21)
Wakool Shire Council	(34,210)
Warren Shire Council	(658)
Warringah Council	(27,718)
Warrumbungle Shire Council	(17,735)
Weddin Shire Council	(291)
Wellington Council	(7,099)
Willoughby City Council	(10,923)
Wollongong City Council	(5,062)
Wyong Shire Council	(47,675)
Yass Valley Council	(3,543)
Young Shire Council	(43,047)

#### **NATIONAL PARKS AND WILDLIFE ACT 1974**

Clyde River National Park Plan of Management  
Moonee Beach Nature Reserve Plan of Management  
Corramy Regional Park Plan of Management

A plan of management for Clyde River National Park was adopted by the Minister for the Environment on 19 January 2012. A plan of management for Moonee Beach Nature Reserve was adopted on 7 February 2012 and a plan for Corramy Regional Park was adopted on 10 February 2012.

Copies of the Clyde River and Corramy plans may be obtained from the NPWS office at 55 Graham Street, Nowra (ph 4423 2170). Copies of the Moonee Beach plan may be obtained from the NPWS office at 32 Marine Drive, Coffs Harbour (ph 6652 0900). The plans are also on the website: [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au).

#### **PARTNERSHIP ACT 1892**

Section 73A

Cancellation of Incorporation of Incorporated Limited Partnership

IN accordance with the provisions of clause 9 (1) of Schedule 1 under the above Act, the Commissioner for Fair Trading (“the Registrar”) hereby gives notice of the cancellation of incorporation of RMB Capital Management Partnership, LP, incorporated limited partnership ILP0000020, following its voluntary winding up on 22 December 2008.

ANTHONY McCARROLL,  
Delegate of the Commissioner,  
NSW Fair Trading

#### **PARTNERSHIP ACT 1892**

Section 73A

Cancellation of Incorporation of Incorporated Limited Partnership

IN accordance with the provisions of clause 9 (1) of Schedule 1 under the above Act, the Commissioner for Fair Trading (“the Registrar”) hereby gives notice of the cancellation of incorporation of RMB Capital Partners II, LP, incorporated limited partnership ILP0000021, following its voluntary winding up on 22 December 2008.

ANTHONY McCARROLL,  
Delegate of the Commissioner,  
NSW Fair Trading

#### **POISONS AND THERAPEUTIC GOODS ACT 1966**

Order Issued Under Section 34

Supply of Regulated Goods

PURSUANT to section 34 (3) of the Poisons and Therapeutic Goods Act 1966, I, Dr Kerry Chant, Deputy Director-General and Chief Health Officer, a duly appointed delegate of the Minister for Health, do hereby exempt:

- the Ministry of Health,
- a public health organisation, and
- a non-government organisation funded or partially funded, by a public health organisation or the Ministry of Health for a public health purpose,

from the operation of section 34 (1) of the Poisons and Therapeutic Goods Act.

Signed at Sydney this 9th day of March 2012.

KERRY CHANT,  
Deputy Director-General,  
Population and Public Health  
and Chief Health Officer,  
Delegate of the Minister for Health

#### **POISONS AND THERAPEUTIC GOODS ACT 1966**

Order Issued Under Section 34

Supply of Regulated Goods

PURSUANT to section 34 (3) of the Poisons and Therapeutic Goods Act 1966, I, Dr Kerry Chant, Deputy Director-General and Chief Health Officer, a duly appointed delegate of the Minister for Health, do hereby exempt the supply of condoms at a public event from the operation of section 34 (1) of the Poisons and Therapeutic Goods Act until 31 February 2015.

This Order is subject to the following conditions:

- The person supplying the condoms must notify the Ministry of Health of the intention to supply condoms at a public event no later than 7 days prior to the public event occurring.
- The product must be offered only to persons at least aged 18 years of age.
- The product must be supplied only in the original packs (including batch numbers and expiry dates).
- The distribution must be carried out in a manner that enables the intended recipient to make an informed

decision as to whether or not the product is required before accepting the free sample promotional pack.

Signed at Sydney this 9th day of March 2012.

KERRY CHANT,  
Deputy Director-General,  
Population and Public Health  
and Chief Health Officer,  
Delegate of the Minister for Health

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### PUBLIC LOTTERIES ACT 1996

#### Notice of Alteration of Conditions of Keno Licence

I, THE HONOURABLE GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to section 15 of the Act DO HEREBY ALTER the conditions of the licence for the conduct of Games of Keno held by the joint licensees ClubKENO Holdings Pty Limited and Keno (NSW) Pty Ltd as set out in the schedule attached to this instrument. In accordance with section 15 (4) of the Act this alteration takes effect as of the date of this Notice.

Dated this 5th day of April 2012.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

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### PUBLIC LOTTERIES ACT 1996

#### Schedule to Notice of Alteration of Conditions of Keno Licence

The conditions of the Licence to conduct Games of Keno held by the joint licensees ClubKENO Holdings Pty Limited and Keno (NSW) Pty Limited and are altered as set out in this addendum. In accordance with section 15(4) of the Act this alteration takes effect as of the date of this Notice.

#### Licence Document

Delete all references to Jupiters Gaming (NSW) Pty Ltd, ACN 003 992 327 and replace with Keno (NSW) Pty Limited, ACN 003 992 327.

#### Condition 2

Replace existing condition (qq) with:

- (qq) “Venue” means a Club, a Casino Licensee or a Hotel, appointed by the Licensees to accept Subscriptions for games of keno, and refers to the Venue acting in its own right or as agent of the Licensees or of the Subscriber, as the context requires.

#### Condition 18 (a)

Delete existing licence condition 5 (c) (i) and insert new licence condition 5 (c) (i) as follows:

to payment to the Keno Prize Fund in accordance with Condition 6:

- (a) for games of keno referred to in the Rules as “Heads or Tails?” or Keno Roulette being Category Q games – an amount equal to 80% of Gross Subscriptions;
- (b) for games of keno referred to in the Rules as Regular Keno, Keno Racing and Lucky Last, all being Category I games – an amount equal to 75% of Gross Subscriptions; and
- (c) for games of Keno referred to in the Rules as being of a Category listed in the table in Condition 5 (d) – an amount equal to that percentage of Gross Subscriptions listed opposite that Category in the table in Condition 5 (d);

**PUBLIC LOTTERIES ACT 1996**

## Notice of Alteration of Administrative and Accounting Control Manual

I, THE HONOURABLE GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to the Licence granted to ClubKENO Holdings Pty Limited and Keno (NSW) Pty Ltd for the conduct of Games of Keno HEREBY ALTER the Administrative and Accounting Control Manual as set out in the schedule attached to this instrument. This alteration takes effect as of the date of this Notice.

Dated this 5th day of April 2012.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

**PUBLIC LOTTERIES ACT 1996**

## Schedule to Notice of Alteration of the Administrative and Accounting Control Manual

The Administrative and Accounting Control Manual is altered as set out in this addendum.

**Condition 2**

Replace existing section 5.2.14.1 with:

## 5.2.14.1 Frozen Ticket Report

Frozen Reports are generated using the *Keno Calls* data-base and will contain details of tickets *frozen* on a Keno Day:

- Site name and number.
- Keno (NSW) fault number.
- Serial number.
- Reason for freeze.
- Ticket cost per game.
- Number of games.
- Ticket issuance time.
- Service Support Centre contact time.
- Time of first game drawn.
- Time of freeze.
- Adjustment amount.

Adjustments for *frozen* tickets will be performed by the Keno Operations Analyst, and all adjustments relating to *frozen* tickets will be at the sole discretion of Keno (NSW).

A record of all adjustments made within a calendar month will be forwarded to the Office of Liquor, Gaming and Racing within 7 days of the end of that month. The record must contain all information required above.

## PUBLIC LOTTERIES ACT 1996

## Keno – Approval of Rules

I, THE HONOURABLE GEORGE SOURIS, M.P., Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts, being the Minister administering the Public Lotteries Act 1996 (hereinafter referred to as “the Act”) pursuant to section 23 (1) of the Act DO HEREBY APPROVE the Rules annexed to this instrument for the conduct of Games of Keno by the joint licensees ClubKENO Holdings Pty Limited and Keno (NSW) Pty Ltd effective from the date of gazettal.

Dated this 5th day of April 2012.

The Honourable GEORGE SOURIS, M.P.,  
Minister for Tourism, Major Events, Hospitality and Racing and Minister for the Arts

## KENO RULES

## 1. General

These Rules govern the playing of Keno and are effective on and from 20 April 2012.

Subject to the Act and these Rules, the Game of Keno is the exclusive responsibility of the Licensees and the Venues.

## 2. Definitions

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

- (i) “**Act**” means the Public Lotteries Act 1996, as that Act may be amended from time to time, and any regulations made thereunder;
- (ii) “**Approved**” means approved in writing by the Minister and “Approval” has a corresponding meaning;
- (iii) “**Backup Site**” means the site at which the computer system which acts as a backup to the Central Site Computer is located;
- (iv) “**Bonus Prize**” means an Approved prize offered to Subscribers to a Game of Keno over and above those prizes indicated on any Schedule of Prizes;
- (v) “**Box**” or “**Boxed**” means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to forecast the result of the game by combining their selected Rows into all possible combinations on one Entry. A Subscription is payable in respect of each combination;
- (vi) “**Casino Licensee**” means a holder of a licence granted under Section 18 of the Casino Control Act 1992;
- (vii) “**Cash Game**” means a game in which an approved Bonus Prize is offered.
- (viii) “**Category**”, and references to a game being of a particular “Category”, means a Category listed in a table in the licence held by the Licensees, which governs the apportionment of each Subscription for each game, including the Commission and the Keno Prize Fund Contribution. Each type of game is allocated a Category under these Rules;
- (ix) “**Central Site**” means the site at which the Central Site Computer is operative and in direct control of the computing of the Game of Keno;
- (x) “**Central Site Computer**” means the computer system that is used to process, store and display the Game of Keno;
- (xi) “**Chip**” means a chip issued by a Casino Licensee under the Casino Control Act 1992;
- (xii) “**Club**” means a club holding a certificate of registration under the Registered Clubs Act 1976.
- (xiii) “**Column**” or “**Columns**” means the 12 numbers in 1 column of the Keno Roulette Grid whereby:
  - Column 1 means the numbers: 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31 and 34,
  - Column 2 means the numbers: 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32 and 35 and
  - Column 3 means the numbers: 3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33 and 36;
- (xiv) “**Combination**” means a combination of 1 to 10, 15, 20 and 40 Spots selected by the Subscriber from the 80 available numbers, where each Combination is taken to be a separate Game played by the Subscriber;
- (xv) “**Combination Bet**” means an advanced form of Entry whereby a Subscriber may play 2 or more different Combinations in the same game on the same Entry.  
The Subscriber (or in the case of a Standard Superplay, the Central Site Computer) selects the Spots and creates non-intersecting groups of those Spots (“Groups”) on the one Entry. A Group may comprise of a minimum one Spot only. A Spot may not form (and will not be counted as forming) part of more than one Group. All Spots forming part of a particular Group will be identified on the Receipt Ticket by the same alpha or alpha numeric character, which character will be different from the characters allocated to the Spots comprising other Groups.  
The Combinations are formed by combining all the Spots in a Group or by combining all the Spots in a Group with all the Spots in another Group or Groups. The Subscriber must nominate the types

of Combinations (except in the case of a Superplay, in which case the types of Combinations are pre-programmed), the amount to be wagered for each Combination and the number of games to be played. A Subscriber may (but need not) nominate all types of Combinations capable of being formed using the Groups selected (“All Combinations Bet”). For each type of Combination, the Subscriber must play the maximum number of Combinations which can be played using the Groups selected. This maximum number is as calculated by the Central Site Computer and specified on the Receipt Ticket;

- (xvi) “**Combo Bet**” has the same meaning as Combination Bet;
- (xvii) “**Commission**” means an amount paid to a Venue by Subscribers, in the Venue’s own right (and not as agent of the Licensees), and which:
  - (A) the Venue is entitled to deduct and retain from the Gross Subscription which the Venue receives from the Subscriber and deals with as agent of the Subscriber, pursuant to Rule 7 (f); or
  - (B) the Operating Company is directed by the Subscriber to pay to the Venue, on behalf of the Subscriber, from the face value of a Prepaid Voucher, in accordance with the terms of the Prepaid Voucher and Rule 9B (a); or
  - (C) the Venue is entitled to deduct and retain from the amount received from a Subscriber for the purchase of a Gift Voucher, in accordance with Rule 9A (b).
- (xviii) “**Corner**” or “**Corners**” means a square of 4 adjacent numbers in the Keno Roulette Grid;
- (xix) “**Crossed Cheque**” means a cheque crossed as referred to in section 53 of the Cheques Act 1986 of the Commonwealth;
- (xx) “**Customer Session**” means the period of time when a Subscriber either:
  - (i) makes an Entry in a Game of Keno; or
  - (ii) checks a Receipt Ticket; or
  - (iii) cancels an Entry in a Game of Keno
 to that time when the End Customer Terminal key is activated;
- (xxi) “**Customised Superplay**” means a form of Combination Bet where the types of Combinations, the Groups and the Spots forming part of each Group applicable to that Combination Bet have been previously programmed for a particular Venue to accommodate particular Subscribers at that Venue and made available by that Venue from time to time;
- (xxii) “**Delayed Start Entry**” means an Entry for a game which is not open at the time the Receipt Ticket for that Entry is issued;
- (xxiii) “**Delayed Start Game**” means an Approved game in which Delayed Start Entries are permitted;
- (xxiv) “**Drawing**”, “**Draw**” or “**Drawn**” means the random selection by a Draw Device of 20 winning numbers;
- (xxv) “**Draw Device**” means a device Approved for conducting a Draw being an electronically operated device which selects at random and one at a time from a set of one to eighty numbers, the 20 winning numbers, in each Game of Keno;
- (xxvi) “**Entry**” means an entry referred to in Rule 7;
- (xxvii) “**Entry Form**” means an Approved form that may be completed by a person wishing to enter a Game of Keno;
- (xxviii) “**Game of Keno**” means the competition styled “Club Keno” or “Star Keno” conducted under the Act and “Keno”, “Keno game” and “game” shall have the same meaning;
- (xxix) “**Game Results Inquiry**” means a request from a Subscriber to display on a Terminal or to display on and print from a Terminal the results of a game or games;
- (xxx) “**Gift Voucher**” means an Approved document issued by a Venue which is the acknowledgment of the payment of money by a Subscriber and which entitles the holder (whether the initial Subscriber or another) to enter a particular type of Game of Keno;
- (xxxi) “**Group**” has the meaning given in Rule 2 (a) (xiv);
- (xxxii) “**Gross Subscription**” means (subject to Rule 11 regarding cancellation of Entries) the amount prescribed by the Minister to be paid by a Subscriber for entry to a Game of Keno, and includes the amount of Commission received and retained by a Venue pursuant to Rule 7 (f), and also includes the face value of Gift Vouchers, Prepaid Vouchers and Subscription Chips which have been used as Subscriptions for Games of Keno, and the applicable amount of the face value of SST Receipts that is used as Subscriptions for Games of Keno;
- (xxxiii) “**Heads or Tails?**” means the form of the Game of Keno, being a Category Q game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the distribution of the Drawn numbers. In this form of game, a Subscriber attempts to forecast the result of a single Game of Keno as being one of “Heads”, “Tails” or “Evens” as described following:
  - (a) The result of a game is “Heads” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive;
  - (b) The result of a game is “Tails” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 41 to 80 inclusive;

(c) The result of a game is “Evens” when ten (10) of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive and ten (10) of the 20 numbers Drawn in the same Game of Keno are numbers in the range 41 to 80 inclusive;

If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize will be payable calculated in accordance with Rule 18 (c);

- (xxxiv) “**Hotel**” means the holder of an hotelier’s licence under the Liquor Act 1982 (NSW) or an Hotel Licence under the Liquor Act 2007 but not being a general bar licence;
- (xxxv) “**Inspector**” means a person appointed by the Minister as an inspector under Section 69 of the Act to undertake functions associated with the conduct of the Game of Keno;
- (xxxvi) “**Jackpot**” means the Regular Keno Jackpot and Keno Racing Jackpot;
- (xxxvii) “**Jackpot Fill**” means the sum described as the Jackpot Fill (if any) in Rule 18;
- (xxxviii) “**Jackpot Growth**” means (as the case may be):
- (a) for the Regular Keno Jackpot, the amount accrued at any given time in respect of the relevant Game of Keno as provided for in Rule 10 (b); and
  - (b) for the Keno Racing Jackpot, the amount accrued at any given time in respect of the relevant Game of Keno as provided for in Rule 10 (c);
- (xxxix) “**Keno Bonus**” means the form of the Game of Keno, being a Category I game, which may only be played in conjunction with certain other forms of the Game of Keno as determined by the Operating Company (except Keno Racing), by which:
- (a) the Subscription for the Game of Keno it is played in conjunction with is multiplied by the Multiplier for the sole purpose of determining the prize payable on that Game of Keno in accordance with the Schedule of Prizes; and
  - (b) where Keno Bonus is played in conjunction with a Regular Keno Jackpot, the Keno Bonus Jackpot Prize is payable on winning a Regular Keno Jackpot game;
- (xl) “**Keno Bonus Jackpot Prize**” means the prize offered in respect of a Keno Bonus game played by a Subscriber in conjunction with Regular Keno Jackpot where a Regular Keno Jackpot Prize is payable and the Multiplier is either 2, 3, 4, 5 or 10.;
- (xli) “**Keno Day**” means the period between the start of Keno trading and the close of Keno trading, identified by the calendar day on which that period commenced;
- (xlii) “**Keno Grid**” means the standard layout of the range of the numbers 1 to 80 on a Standard Game Entry Form;
- (xliii) “**Keno Player Card**” or “**KPC**” means an Approved card or device issued by the Operating Company to a successful applicant. An applicant can store their favourite numbers on the KPC and use the KPC to enter a Game of Keno.
- (xliv) “**Keno Prize Fund**” means the account established for payment of prizes that receives from Net Subscriptions an amount equal to the Keno Prize Fund Contributions;
- (xlv) “**Keno Prize Fund Contribution**” means:
- (a) for Heads or Tails? and Keno Roulette, being Category Q games – an amount equal to 80% of Subscriptions; and
  - (b) for Regular Keno, Keno Racing, Lucky Last and Keno Bonus, all being Category I games – an amount equal to 75% of Subscriptions;
- (xlvi) “**Keno to Go**” means a Multi-Game Entry for not less than 50 games;
- (xlvii) “**Keno Racing**” means the form of the Game of Keno, being a Category I game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the distribution of the Drawn numbers across the Rows of the Keno Grid in each game. In this form of the Game of Keno, a Subscriber attempts to forecast which Row shall be “First”, “Second”, “Third”, “Fourth”, “Fifth” or “Sixth” as described following:
- (a) “First” is the Row that has the most amount of Drawn numbers at the end of the Game of Keno;
  - (b) “Second” is the Row that has the second most amount of Drawn numbers at the end of the Game of Keno;
  - (c) “Third” is the Row that has the third most amount of Drawn numbers at the end of the Game of Keno;
  - (d) “Fourth” is the Row that has the fourth most amount of Drawn numbers at the end of the Game of Keno;
  - (e) “Fifth” is the Row that has the fifth most amount of Drawn numbers at the end of the Game of Keno;
  - (f) “Sixth” is the Row that has the sixth most amount of Drawn numbers at the end of the Game of Keno;

Where two or more Rows have the same amount of Drawn numbers at the end of the Game of Keno, the Row that achieved that amount of Drawn numbers earliest in time in the Game of Keno shall be placed ahead of the other Row or Rows and so on until an order is achieved. (In the event that two or

more Rows each have no Drawn numbers at the end of the Game of Keno, each of these Rows shall be deemed to finish equal in the next available place in that Game).

In this form of Game of Keno, a Subscriber may select one or more bet types in attempting to forecast the order of the Rows. These bet types are described as follows:

- (a) “Win”, where a Subscriber attempts to forecast which Row shall be “First”;
- (b) “Place”, where a Subscriber attempts to forecast that a selected Row shall be either “First”, “Second” or “Third” ;
- (c) “Quinella Place”, where a Subscriber attempts to forecast any two Rows that shall be “First”, “Second” or “Third” irrespective of their order;
- (d) “Quinella”, where a Subscriber attempts to forecast which two Rows shall be “First” and “Second” irrespective of their order;
- (e) An “Exact Quinella”, where a Subscriber attempts to forecast which two Rows shall be “First” and “Second” in the correct order;
- (f) A “Trio”, where a Subscriber attempts to forecast which three Rows shall be “First”, “Second” and “Third” irrespective of their order;
- (g) A “Trifecta”, where a Subscriber attempts to forecast which three Rows shall be “First”, “Second” and “Third” in the correct order;
- (h) A “Quartet”, where a Subscriber attempts to forecast which four Rows shall be “First”, “Second”, “Third” and “Fourth” in the correct order;
- (i) A “Five Up”, where a Subscriber attempts to forecast which five Rows shall be “First”, “Second”, “Third”, “Fourth” and “Fifth” in the correct order; and
- (j) A “Superfecta”, where a Subscriber attempts to forecast which six Rows shall be “First”, “Second”, “Third”, “Fourth”, “Fifth” and “Sixth” in the correct order.

If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize shall be payable calculated in accordance with Rule 18 (d);

- (xlvi) “Keno Racing Jackpot” means the form of the Game of Keno Racing, the object of which is to correctly forecast either the first four Rows in the correct order (“Quartet”), the first five Rows in the correct order (“Five Up”) or the first six Rows in the correct order (“Superfecta”);
- (xlix) “Keno Racing Jackpot Prize” means the prize offered in respect of an Entry in a Keno Racing Jackpot which correctly forecasts either the first four rows in the correct order (“Quartet”), the first five rows in the correct order (“Five Up”) or the first six rows in the correct order (“Superfecta”);
- (l) “Keno Roulette” means the form of the Game of Keno, being a Category Q game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the Keno Roulette Number. In this form of the game, a Subscriber may select one or more bet types in attempting to forecast the result of a single game. These bet types are described as follows:
- (a) “Straight Up” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be a single selected number in the range 1 to 36, 0 or 00 in the Keno Roulette Grid;
  - (b) “Splits” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of two selected bordering numbers in the Keno Roulette Grid;
  - (c) “Rows” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a single selected Row of numbers in the Keno Roulette Grid;
  - (d) “Corners” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected Corner of numbers in the Keno Roulette Grid;
  - (e) “Columns” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected single Column of numbers in the Keno Roulette Grid;
  - (f) “Six-Line” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of any six numerically consecutive numbers (the first of which must commence in the 1st Column) in the Keno Roulette Grid;
  - (g) “Dozens” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected dozen of numbers, being between either 1 – 12 inclusive, 13 – 24 inclusive or 25 – 36 inclusive;
  - (h) “Low or High” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a “low” number (being any of numbers 1 – 18 inclusive) or a “high” number (being any of numbers 19 – 36 inclusive);
  - (i) “Red or Black” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be either “red” (being any numbers of 1, 3, 5, 7, 9, 12, 14, 16, 18, 19, 21, 23, 25, 27, 30, 32, 34 or 36) or “black” (being any numbers of 2, 4, 6, 8, 10, 11, 13, 15, 17, 20, 22, 24, 26, 28, 29, 31, 33 or 35);
  - (j) “Odd or Even” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be either an “odd” number (being any of numbers 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33 or 35) or an “even” number (being any of numbers 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34 or 36);

If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize will be payable calculated in accordance with Rule 18 (e);

- (li) **“Keno Roulette Grid”** means the standard layout of the range of numbers 0, 00 and 1 to 36 on a Roulette Game Entry Form;
- (lii) **“Keno Roulette Number”** means the winning number (first “number” Drawn) in a Game of Keno Roulette. The Keno Roulette Number is one of 1 to 36, “0” or “00”. For the purposes of clarification, “0” and “00” are different Keno Roulette Numbers. The Keno roulette Number will be derived from the first number Drawn in each game. Should the first number Drawn not represent a Keno Roulette Number, the second number Drawn is used and so on until a Keno Roulette Number has been derived. The Keno Roulette Number is determined as follows:
  - Drawn numbers 1 to 36 represent Keno Roulette Numbers 1 to 36 respectively;
  - Drawn numbers 41 to 76 represent Keno Roulette Numbers 1 to 36 respectively;
  - Drawn numbers 37 and 77 represent keno Roulette Number “0”;
  - Drawn numbers 38 and 78 represent Keno Roulette Number “00”;
  - Drawn numbers 39, 40, 79 and 80 do not represent a Keno Roulette Number and the next number Drawn will be used.
- (liii) **“Keno Runner”** means a person authorised by a Venue to collect Subscriptions directly from the Subscriber;
- (liv) **“Key Employee”** has the meaning assigned to “key employee” by Section 4 of the Act;
- (lv) **“Kwikipik”** means the form of Entry whereby:
  - (a) a Subscriber nominates the Subscription for each game, the number of Spots and the number of games and the Terminal selects the Spots; or
  - (b) in Keno Racing, a Subscriber nominates the bet type, the Subscription and, where applicable, whether the bet shall be Boxed and the Terminal selects the Rows; or
  - (c) in Keno Roulette, a Subscriber nominates the bet type, the number of selections to be made, the Subscription and the Terminal selects the Straight Ups, Splits, Rows, Corners, Columns, Six Line, Dozens, Low or High, Red or Black and Odds or Evens as applicable; or
  - (d) in Heads or Tails? Prepick and Let it Run, a Subscriber nominates the bet type, the number of games, the Subscription and the Terminal selects the Heads, Tails or Evens selection for each game.

More than one Kwikipik (a Multipik) can be played on a single ticket.
- (lvi) **“Let it Run”** means the form of Prepick in which, subject to Rule 9 (c) and 9 (l), if the Subscriber correctly forecasts the result of the first game in a chosen series, the amount of the prize as specified in Rule 18 (c) on that game is carried over as the Subscription for the next game in the series and in which this procedure continues until such time as the series of games is complete or the Subscriber incorrectly forecasts one of the game results in the series or the Subscriber cancels the ticket;
- (lvii) **“Licensees”** means Clubkeno Holdings Pty Limited ABN 51 002 821 570 and Jupiters Gaming (NSW) Pty Limited ABN 16 003 992 327;
- (lviii) **“Lucky Last”** means the form of the Game of Keno, being a Category I game, which may only be played in conjunction with certain other forms of the Game of Keno as determined by the Licensees (except Heads or Tails?, Keno Racing and Keno Roulette), the object of which is to match a selected number against the last number Drawn in that game;
- (lix) **“Major Prize”** means a prize of more than \$1,000 won in a Game of Keno but does not include that part of the prize comprising the Jackpot Fill, Jackpot Growth or Keno Bonus Jackpot Prize (if any);
- (lx) **“Minister”** means the Minister for the time being administering the Act or the Minister’s duly appointed representative, delegate or replacement;
- (lxi) **“Multi-Game”** means the form of Entry whereby a Subscriber enters a number of games;
- (lxii) **“Multipik”** means when more than one Kwikipik is played on a single ticket
- (lxiii) **“Multiplier”** means the multiplier that applies to the cumulative total of the twenty numbers Drawn from numbers between 1 and 80 where:
  - (a) the multiplier of 1x is assigned to the cumulative totals set out in Part A of the schedule;
  - (b) the multiplier of 2x is assigned to the cumulative totals set out in Part B of the schedule;
  - (c) the multiplier of 3x is assigned to the cumulative totals set out in Part C of the schedule;
  - (d) the multiplier of 4x is assigned to the cumulative totals set out in Part D of the schedule;
  - (e) the multiplier of 5x is assigned to the cumulative totals set out in Part E of the schedule; and
  - (f) the multiplier of 10x is assigned to the cumulative totals set out in Part F of the schedule;
- (lxiv) **“Net Subscription”** means the amount which the Venues hold and deal with as agent of the Licensees in accordance with Rule 7 (h), being the Gross Subscription less the Commission including that part of the face value of a Gift Voucher, Prepaid Voucher or a Subscription Chip or an SST Receipt which has been used as a Subscription, remaining after payment of the Venue’s Commission in accordance with Rule 9A (b), Rule 9B (a) or Rule 9C (c), as the case may be;

- (lxv) “**Operating Company**” means Jupiters Gaming (NSW) Pty Limited ABN 16 003 992 327;
- (lxvi) “**Parlay**” means the form of Entry whereby a Subscriber, subject to Rule 15 (d), chooses to subscribe all or part of the Total Prize Money instead of collecting the Total Prize Money;
- (lxvii) “**Premises**” means the premises owned or occupied by a Venue, at which a Venue is permitted to accept Entries and Subscriptions for Games of Keno pursuant to these Rules, and in respect of a Casino Licensee means the area or areas defined or redefined as the boundaries of the casino pursuant to section 19 of the Casino Control Act 1992;
- (lxviii) “**Prepaid Voucher**” means an Approved document issued by the Operating Company or a Venue, which is an acknowledgment of the payment of money (whether by the Operating Company or a Venue) and which operates as a direction to the Operating Company to pay an amount on behalf of the holder, and entitles the holder to enter a particular type of Game of Keno;
- (lxix) “**Prepick**” means the form of Heads or Tails? in which a Subscriber can vary a selection of Heads, Tails or Evens over a series of up to five (5) consecutive games of Heads or Tails? in a single Entry;
- (lxx) “**Print Pay Ticket**” means a ticket issued by a Terminal detailing all games entered and all prizes won by an Entry;
- (lxxi) “**Pro rating**” means the proportional reduction in value of all Major Prizes, Bonus Prizes and additional Approved prizes, in a Game of Keno so that the aggregate value of those prizes equals \$3,000,000;
- (lxxii) “**Quick Pick**” has the same meaning as Kwikpik;
- (lxxiii) “**Receipt Ticket**” means the serial numbered ticket issued by a Terminal on which is recorded the particulars of an Entry;
- (lxxiv) “**Regular Keno**” means the form of Game of Keno, being a Category I game, in which a person selects 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80, the object being to match (or in some cases not to match) those numbers against the 20 winning numbers Drawn in each game;
- (lxxv) “**Regular Keno Jackpot**” means the form of the Game of Keno the object of which is to match all seven (7), eight (8), nine (9) or ten (10) spots selected, as the case may be, against the winning numbers Drawn in that game;
- (lxxvi) “**Regular Keno Jackpot Prize**” means the prize offered in respect of a Regular Keno Jackpot game played by a Subscriber which matches all Spots selected against the 20 winning numbers Drawn in that game.
- (lxxvii) “**Replay**” means the form of Entry whereby a Subscriber submits a Receipt Ticket and issues verbal instructions for any particular of the Entry which varies from the particulars recorded on the Receipt Ticket;
- (lxxviii) “**Roulette Game Entry Form**” means an Approved form that may be completed by a person wishing to play Keno Roulette;
- (lxxix) “**Row**” or “**Rows**” means a range of 3 numbers in one row of the Keno Roulette Grid whereby:  
 Row 1 means the range 1 to 3 inclusive,  
 Row 2 means the range 4 to 6 inclusive,  
 Row 3 means the range 7 to 9 inclusive,  
 Row 4 means the range 10 to 12 inclusive,  
 Row 5 means the range 13 to 15 inclusive,  
 Row 6 means the range 16 to 18 inclusive,  
 Row 7 means the range 19 to 21 inclusive,  
 Row 8 means the range 22 to 24 inclusive;  
 Row 9 means the range 25 to 27 inclusive;  
 Row 10 means the range 28 to 30 inclusive;  
 Row 11 means the range 31 to 33 inclusive;  
 Row 12 means the range 34 to 36 inclusive;
- (lxxx) “**Self Service Terminal**” or “**SST**” means a Subscriber operated Terminal that provides Subscribers with the option of purchasing Entries (such Entries may be purchased independently or in conjunction with a person submitting their Keno Player Card), checking and redeeming Receipt Tickets and issuing and using SST Receipts.
- (lxxxi) “**Schedule of Prizes**” means the lists of prizes specified in Rule 18;
- (lxxxii) “**Senior Writer**” means the person authorised by a Venue to be in control of the operation of Keno at the Premises of that Venue;
- (lxxxiii) “**Set Bet**” has the same meaning as Superplay;
- (lxxxiv) “**Split**” or “**Splits**” means a range of 2 vertically or horizontally adjacent numbers in the Keno Roulette Grid;
- (lxxxv) “**Spot**” means an integer selected from the range of 1 to 80;

- (lxxxvi) “**SST Receipt**” means a ticket issued by a Terminal which is an acknowledgement in place of cash to make an Entry, give change from an Entry or pay out winnings that a Subscriber may redeem up to the face value of cash and/or tender for payment of a Subscription for a Game of Keno.
- (lxxxvii) “**Standard Game Entry Form**” means the Approved form that may be completed by a person wishing to play Regular Keno;
- (lxxxviii) “**Standard Superplay**” means a form of Combination Bet where the number of Groups, the size of each Group and the types of Combinations applicable to that Combination Bet have been pre-programmed into the Central Site Computer by the Operating Company and made available to Subscribers generally from time to time, the details for which are set out in the officially sanctioned brochures displayed or available for inspection at any Venue. The Central Site Computer selects the Spots forming part of each Combination;
- (lxxxix) “**Standout**” means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to nominate a particular Row or Rows that will finish “First” or “Second”, in the case of a “Quinella” or “Exact Quinella”; “First”, “Second” or “Third” in the case of a “Quinella Place”; “Trio” or “Trifecta”; “First”, “Second”, “Third” or “Fourth” in the case of a “Quartet”; “First”, “Second”, “Third”, “Fourth” or “Fifth” in the case of a “Five Up”; “First”, “Second”, “Third”, “Fourth”, “Fifth” or “Sixth” in the case of a “Superfecta” and to forecast the results of the game by combining these selections with other selected Rows to fill the other placing(s). A Subscription is payable in respect of each combination;
- (xc) “**Subscriber**” means:
- (i) a person who subscribes to the Game of Keno by way of Entry; and
  - (ii) where the context permits in, and for the purposes of, Rules 9A, 9B and 9D a person who purchases a Gift Voucher, a person who receives a Prepaid Voucher or a person who receives a SST Receipt; and
  - (iii) where, in its absolute discretion, the Operating Company thinks it appropriate, includes a person who bears or submits a Receipt Ticket; and
  - (iv) where any person defined in sub paragraph (i), (ii) or (iii) is under a legal incapacity or has died, includes the legal personal representative of such person;
- (xci) “**Subscription**” means a Gross Subscription unless otherwise stated in these Rules;
- (xcii) “**Subscription Chip**” means a Chip used by a Subscriber either for entry to a Game of Keno or for the purchase of a Gift Voucher;
- (xciii) “**Superplay**” means the form of Entry whereby a Subscriber nominates:
- (a) a Standard Superplay; or
  - (b) a Customised Superplay.
- In both cases the Subscriber nominates the amount to be wagered for each Combination and the number of games;
- (xciv) “**Supervisor**” means a person appointed by the Operating Company to supervise the operation of Keno games;
- (xcv) “**Terminal**” means an Approved device for either:
- (i) the processing of Entries, the issuing of Receipt Tickets or SST Receipts and the processing of claims; or
  - (ii) the processing of Entries and the issuing of Receipt Tickets or SST Receipts;
- (xcvi) “**Total Prize Money**” means the total amount of money payable to a person, as a result of the person winning money in respect of a Customer Session in a Game of Keno (whether or not that Customer Session relates to one or more than one, game or Entry in the Game of Keno);
- (xcvii) “**Unclaimed Prize**” means a prize that remains unclaimed for a period of 12 months after the date on which the Game of Keno to which the prize relates was conducted or an SST Receipt that has not been redeemed in full for cash or tendered by way of Subscription in a Game of Keno within 12 months of its date of issue;
- (xcviii) “**Unclaimed Prize Claim Form**” means the document to be completed by a Subscriber in the event that:
- (i) a Receipt Ticket or SST Receipt is lost or mutilated; or
  - (ii) a Receipt Ticket's or SST Receipt's record is no longer resident on magnetic media on the Central Site Computer;
- (xcix) “**Venue**” means a Club, a Casino Licensee or a Hotel, appointed by the Licensees with Approval to accept Subscriptions for games of keno, and refers to the Venue acting in its own right or as agent of the Licensees or of the Subscriber, as the context requires.
- (c) “**Verbal Entry**” means the form of Entry which may be effected by the issue of verbal instructions by a person wishing to enter a Game of Keno and the issue of a Receipt Ticket (such verbal instructions may be issued independently or in conjunction with a person submitting their Keno Player Card);

- (ci) “*With the Field*” means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to combine their selected Rows with all the remaining Rows in the Keno Grid. A Subscription is payable in respect of each combination;
- (cii) “*Writer*” means a person authorised by a Venue to operate a Terminal at the Premises of that Venue.

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

- (i) a reference to the singular shall include the plural, and vice versa;
- (ii) a reference to a person shall include an organisation of persons whether incorporated or unincorporated;
- (iii) except in relation to a Delayed Start Entry a reference to a number of games shall be taken to mean a number of consecutive games commencing with the game which is open at the time the Receipt Ticket for that Entry is issued;
- (iv) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (v) all references to sums of money are references to Australian dollars.

### 3. Application of these Rules

- (a) These Rules are to be read subject to the Act and shall apply to every Game of Keno. If there is any inconsistency between the Act and these Rules, the Act will prevail to the extent of any inconsistency.
- (b) These Rules shall be binding on all Subscribers and by making an Entry in a Game of Keno, purchasing a Gift Voucher or accepting a Prepaid Voucher, Subscribers agree to be bound by these Rules.

### 4. Object

The object of the Game of Keno, known as Regular Keno, is to select from 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80 and to match (or in some games not to match) those numbers against the 20 winning numbers Drawn in each game. A number of other forms of the Game of Keno also exist. These may be varied or discontinued and other forms of the Game of Keno may be introduced by the Operating Company from time to time.

### 5. Eligibility for Inclusion in a Game of Keno

In order to be eligible for inclusion in a Game of Keno, a Receipt Ticket, the details of which must be recorded and be resident on magnetic media at the Central Site, must be issued to the Subscriber.

#### 5A. Ineligibility of Certain Persons to Enter a Game of Keno

- (a) A Key Employee, an Inspector or an employee of the Licensees must not enter a Game of Keno.
- (b) An employee of a Venue during such time as that employee is in any way engaged in the operation of a Game of Keno must not enter a Game of Keno.
- (c) No person under the age of 18 years shall be permitted to enter a Game of Keno, whether personally, through another person, by mail, by using a Self Service Terminal, by electronic means or otherwise.
- (d) No person may make an Entry on behalf of a person under the age of 18 years.

### 6. Key Staff

- (a) Operating Company

A Supervisor must be present at all times while the game is in progress at the Central Site or at the Backup Site where a Draw Device is operative and the Supervisor is responsible for ensuring that the game is conducted in accordance with these Rules.

- (b) Venue

A Senior Writer must be present at the Premises at all times while the game is in progress at those Premises and the Senior Writer is responsible for ensuring that the game is conducted in accordance with these Rules.

#### 6A. Responsibility of Venue

- (a) A Venue that is a Club must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the Registered Clubs Act 1976 and regulations made under that Act the Public Lotteries Act 1996 and these Rules.
- (b) A Venue that is a Casino Licensee must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the Casino Control Act 1992 and regulations made under that Act the Public Lotteries Act 1996 and these Rules.
- (c) A Venue that is a Hotel must at all times ensure that Games of Keno conducted on its Premises are conducted in a manner that does not contravene the Liquor Act 1982 and regulations made under that Act the Liquor Act 2007 and regulations made under that Act the Public Lotteries Act 1996 and these Rules.

### 7. Entry and Entry Forms

- (a) Entry in a Game of Keno may only be made through a Venue in accordance with these Rules.
- (b) Entry in a Game of Keno, not being a Delayed Start Game, may only be made:

- (i) either:
    - (a) by way of an Entry Form;
    - (b) by way of Self Service Terminal;
    - (c) by Replay; or
    - (d) by way of Verbal Entry (including in conjunction with a KPC), in relation to:
      - (i) Lucky Last;
      - (ii) Heads or Tails?;
      - (iii) Keno Racing;
      - (iv) Keno Roulette;
      - (v) Parlay;
      - (vi) Kwikpik;
      - (vii) Superplay; or
      - (viii) Keno Bonus;
  - and
  - (ii) by payment of the appropriate Subscription.
- (c) A Subscriber to a game of Heads or Tails? may only make one selection (ie. "Heads" or "Tails" or "Evens") per Game per Entry.
  - (d) A Subscriber to a game of Keno Racing or Keno Roulette may make more than 1 selection per Entry.
  - (e) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips, and Rule 9D relating to SST Receipts, each Gross Subscription must be paid by a Subscriber to a Venue (or to a Keno Runner on behalf of a Venue) and the Venue will hold the Gross Subscription as agent of the Subscriber until the Entry is completed.
  - (f) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers and Rule 9D relating to SST Receipts, a Subscriber must pay a Commission to the Venue in consideration for the Venue acting as agent of the Subscriber, and for that purpose authorises the Venue to retain from the Gross Subscription received from the Subscriber an amount calculated as:  
$$[\text{Gross Subscription} - \text{Keno Prize Fund Contribution}] \times 44\%$$
by way of Commission, after the Entry is completed.
  - (g) After a Subscriber has completed an Entry Form, an Entry by way of Self Service Terminal, a Replay or a Verbal Entry and the Gross Subscription has been received by the Venue, the Venue, on behalf of the Licensees, will deliver a Receipt Ticket to the Subscriber. A separate Receipt Ticket will be issued in respect of a Delayed Start Entry. The Entry is completed by the delivery of the Receipt Ticket and the Venue is taken to have discharged its duty as agent to the Subscriber by the delivery of the Receipt Ticket in accordance with this Rule.
  - (h) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips and Rule 9D relating to SST Receipts, once the Entry is completed the Venue will be entitled to apply the Commission to its own account and will hold the Net Subscription as agent for and on behalf of the Licensees.
  - (i) All marks appearing on an Entry Form shall be taken to have been made exclusively by the Subscriber and it is the responsibility of the Subscriber to ensure that the particulars recorded on a Receipt Ticket are identical to those submitted by the Subscriber either by way of an Entry Form, Verbal Entry or Entry by way of Self Service Terminal.
  - (j) If the particulars recorded on a Receipt Ticket are inconsistent with the particulars resident on magnetic media at the Central Site, the latter shall prevail to the exclusion of the former and shall determine what prize, if any, a Subscriber is entitled to claim.
  - (k) Except in relation to a Delayed Start Game, an Entry will be for the game which is open at the time the Receipt Ticket for that Entry is issued. A Delayed Start Entry will be for the next Delayed Start Game.
  - (l) Instructions printed on an Entry Form and available on the Self Service Terminal are to be read and construed as part of these Rules except that, in the event of any inconsistency, the latter shall prevail to the exclusion of the former.
  - (m) An Entry Form shall be returned to the Subscriber on request.
  - (n) Where a Subscriber enters a Game of Keno as the trustee, representative or nominee of another person, the Licensees, the Venue and every other person shall be taken not to have knowledge or to be on notice, whether actual or constructive, of any such arrangement and the transaction will be taken to have been conducted solely with the Subscriber.
  - (o) Upon presentation of a Receipt Ticket a Subscriber may on the Keno Day on which that Receipt Ticket was issued but after the payment of any prize won by the Entry of which that Receipt Ticket is evidence request a Print Pay Ticket. A Subscriber shall be taken to have requested in accordance with this Rule a Print Pay Ticket in respect of each Entry effected by a Keno Runner on that Subscriber's behalf.

- (p) Upon presentation of a SST Receipt a Subscriber may on the Keno Day on which that SST Receipt was issued but after the payment of any payout of the SST Receipt, request a Print Pay Ticket.
- (q) No person may promote or take part in the formation of a syndicate for fee or reward for the purpose of making an Entry in a Game of Keno, except a Venue as authorised by the Operating Company.
- (r) No person may advertise by any means that he or she or some other person will accept money for a share in an Entry in a Game of Keno, except as provided by Rule 7 (q).

#### 8. Keno Runners

- (a) A Keno Runner may operate from anywhere within the Premises of the Venue which has authorised the Keno Runner.
- (b) The Keno Runner must return to the Subscriber all original Receipt Tickets, Entry Forms and Print Pay Tickets.
- (c) Any dispute between a Keno Runner and a Subscriber shall be brought to the attention of the Senior Writer.
- (d) A Keno Runner will not be responsible for the placement of Entries in any particular Game of Keno but will use best endeavours to place the Entry in the next available game. Acceptance of Subscriptions does not constitute an official Entry until such time as a Receipt Ticket has been issued.

#### 9. Subscriptions

- (a) Acceptable forms of payment of a Subscription include:
  - (i) the tender of cash;
  - (ii) the tender of a Gift Voucher or Prepaid Voucher, in accordance with its terms;
  - (iii) the tender of a Subscription Chip, but only to a Casino Licensee;
  - (iv) the tender of a SST Receipt;
  - (v) Parlay;
  - (vi) any combination of the above.
- (b) No form of credit betting will be allowed.
- (c) Except as provided in Rule 9 (d)-(k) inclusive the minimum Subscription for a game shall be \$1 and Subscriptions may increment in multiples of \$1 per game up to a maximum of \$9,999 for each Entry, except for an Entry by means of a Self Service Terminal, the maximum Subscription for which shall be \$250.
- (d) The aggregate of the Subscriptions payable for games comprising a Keno to Go Entry and Keno Bonus, played in conjunction with all Games of Keno on a Keno to Go Entry shall be discounted by an amount equivalent to the Subscription payable in respect of 1 game played by a Subscriber for every 50 games played by a Subscriber to be played in respect of that Entry. Where a Keno to Go Entry is cancelled in accordance with Rule 11, the amount of any refund shall be reduced by an amount equal to the total amount by which the aggregate of the Subscriptions paid in respect of that Entry was discounted pursuant to this Rule 9 (d).
- (e) The minimum Subscription payable in respect of a Combination Bet Entry (excluding a Jackpot Entry) shall be:
  - (i) Where not less than 4 and not more than 19 Combinations are played – \$0.50 per Combination;
  - (ii) Where not less than 20 and not more than 49 Combinations are played – \$0.20 per Combination;
  - (iii) Where not less than 50 Combinations are played – \$0.10 per Combination.
- (f) Subscriptions in respect of Combination Bet Entries where not less than 4 Combinations are played may increment in multiples of \$0.10 per Combination.
- (g) A Subscription tendered in respect of a Delayed Start Entry must be for the same amount as the Subscription tendered in respect of Entry in the game which is open at the time the Delayed Start Entry is effected.
- (h) The minimum Subscription for a game of Heads or Tails? played by a Subscriber (including Prepick and Let it Run) shall be \$1. Subscriptions may increment in multiples of \$1 per game played by a Subscriber (provided that all games played by a Subscriber on an Entry must increment by the same amount) up to a maximum of \$500 per game played by a Subscriber (excluding Let it Run where the maximum allowable Subscription for the first game played by a Subscriber which is the subject of the Entry shall be \$500 per Entry). In relation to the second and subsequent Games which are the subject of a Let it Run Entry, the maximum allowable Subscription specified in Rule 9 (c) shall not apply but eligibility for entry in the next Game of Keno shall be subject to the aggregate Subscription limits set out in Rule 9 (j).
- (i) The minimum Subscription in respect of a game of Keno Racing shall be \$0.50 per each bet made subject to a minimum aggregate Subscription per game of Keno Racing of \$1.
- (j) Notwithstanding any Rule to the contrary, the aggregate of the Subscriptions that may be bet on one of the results of a game of Heads or Tails? in any one Game of Keno between the opening and closure of that game shall not exceed:
  - (i) for all Subscriptions placed on the result of Heads, \$500,000;
  - (ii) for all Subscriptions placed on the result of Tails, \$500,000;

(iii) for all Subscriptions placed on the result of Evens, \$170,000.

In the event that the prize in respect of any Let it Run game played by a Subscriber would, but for this Rule, result in the total Subscriptions for the next game exceeding the above limits, the Entry on the next game played by that Subscriber will not be accepted and the prize in respect of the previous game will be paid to that Subscriber.

- (k) The minimum Subscription in respect of a selection of Keno Roulette will be as per the following table. Increments must be in multiples of \$1.00

<i>Bet Type</i>	<i>Keno Roulette Minimum Subscription per selection</i>
Straight Up	\$1.00
Split	\$1.00
Row	\$1.00
Corner	\$1.00
Six Line	\$1.00
Column	\$2.00
Dozens	\$2.00
Low or High	\$5.00
Red or Black	\$5.00
Odd or Even	\$5.00

- (l) The Subscription paid for Keno Bonus must be equivalent to the Subscription paid for the game it is played in conjunction with.
- (m) In circumstances where Keno Bonus is being played in conjunction with Let it Run, the amount of the prize that is carried over as the Subscription for the next game in the series shall be applied as follows:
- (i) 50% of the prize as Subscription for Keno Bonus; and
  - (ii) 50% of the prize as Subscription for the game Keno Bonus is being played in conjunction with.
- (n) If the number of games of Keno Bonus being played on an Entry is less than the number of other Games of Keno being played on the Entry, Keno Bonus will be played in conjunction with the first and following games of Keno.
- (o) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips and Rule 9D relating to SST Receipts, Subscriptions will be received by a Venue as follows:
- (i) until the Entry is completed the Venue will hold the Gross Subscription as agent of the Subscriber pursuant to Rule 7 (e);
  - (ii) once the Entry is completed, the Venue will:
    - (a) retain and hold that part of the Gross Subscription which constitutes the Commission in its own right (and not as agent of the Licensees); and
    - (b) hold the Net Subscriptions, being the balance of the Gross Subscription on behalf and as agent of the Licensees,  
in accordance with Rule 7 (h).

#### **9A. Gift Vouchers**

- (a) A Subscriber must pay to a Venue, for the issue of a Gift Voucher, an amount equal to the face value of the Gift Voucher or present to a Casino Licensee a Subscription Chip with the face value equal to the face value of a Gift Voucher.
- (b) A Subscriber must pay a Commission to the Venue in respect of the issue of the Gift Voucher, and for that purpose, the Subscriber authorises the Venue to retain a proportion of the face value of the Gift Voucher received from the Subscriber calculated as:
- $$[\text{Face Value of the Gift Voucher} - \text{Keno Prize Fund Contribution for the Category of game able to be played with that Gift Voucher}] \times 44\%$$
- by way of Commission.
- (c) A Gift Voucher must be presented by way of Subscription in a Game of Keno within 12 months of the date of purchase or such shorter period as may be notified at the time of purchase.
- (d) Where payment of a Subscription for a Game of Keno is made by the tender of a Gift Voucher in accordance with Rule 9 (a) (ii), the Venue will hold the Gift Voucher, as agent of the Subscriber until the Entry is completed.

- (e) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber.
- (f) Notwithstanding Rule 7 (f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9A (d).

#### **9B. Prepaid Vouchers**

- (a) A Venue is entitled to charge a Commission for the issue of a Prepaid Voucher or for the delivery (by the Venue) of a Prepaid Voucher issued by the Operating Company, and for that purpose, under the terms of the Prepaid Voucher, the Subscriber will be taken to direct the Operating Company to apply a proportion of the face value of the Prepaid Voucher calculated as:
 

[Face Value of Prepaid Voucher – Keno Prize Fund Contribution for the Category of game able to be played with that Prepaid Voucher] x 44%,

 in payment to the Venue, on behalf of the Subscriber, of the Commission charged by the Venue for the issue or delivery of the Prepaid Voucher.
- (b) A Prepaid Voucher must be presented by way of Subscription in a Game of Keno within 7 days of the date of issue or such shorter period as may be notified at the time of issue or delivery to the Subscriber.
- (c) Where payment of a Subscription for a Game of Keno is made by the tender of a Prepaid Voucher in accordance with Rule 9 (a) (ii), the Venue will hold the Prepaid Voucher, as agent of the Subscriber until the Entry is completed.
- (d) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber.
- (e) Notwithstanding Rule 7 (f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9B (c).

#### **9C. Subscription Chips**

The provisions of this Rule 9C apply to a Casino Licensee only:

- (a) A Subscriber must pay to a Casino Licensee, for the issue of a Subscription Chip, an amount equal to the face value of the Subscription Chip.
- (b) Where payment of a Subscription for a Game of Keno is made by the tender of a Subscription Chip in accordance with Rule 9 (a) (iii), a Casino Licensee will hold the Subscription Chip as agent of the Subscriber until the Entry is completed.
- (c) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, a Casino Licensee will have discharged its duty as agent of the Subscriber and will be entitled to retain from the face value of the Subscription Chip an amount equal to the Commission which a Casino Licensee is entitled to charge under Rule 7 (f), and will hold the amount representing the balance of the face value of the Subscription Chip as a Net Subscription on behalf and as agent of the Licensees.

#### **9D. SST Receipts**

- (a) A SST Receipt must be redeemed in full either for cash or tendered by way of Subscription in a Game of Keno within 12 months of the date of issue, and thereafter becomes an Unclaimed Prize.
- (b) Where payment of a Subscription for a Game of Keno is made by the tender of a SST Receipt in accordance with Rule 9 (a) (iv), the Venue will hold the SST Receipt, as agent of the Subscriber until the Entry is completed.
- (c) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber and will be entitled to retain from the face value of the SST Receipt an amount equal to the Commission which a Venue is entitled to charge under Rule 7 (f), and will hold the amount representing the balance of the face value of the SST Receipt as a Net Subscription on behalf and as agent of the Licensees.
- (d) Notwithstanding Rule 7 (f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9D (b).

#### **10. Jackpot**

- (a) No Regular Keno Jackpot Prize, Keno Bonus Jackpot Prize or Keno Racing Jackpot Prize greater than or equal to \$10,000 will be paid until verified by the Inspector and the Supervisor.
- (b) An amount equivalent to 10% of Gross Subscriptions in a Regular Keno Jackpot will be allocated from Net Subscriptions on that Regular Keno Jackpot to the Regular Keno Jackpot Prize available for that Regular Keno Jackpot.
- (c) The following amounts will be allocated from Net Subscriptions on the Keno Racing Jackpot to the Keno Racing Jackpot Prize available for that Keno Racing Jackpot:
  - (i) in respect of a “Quartet” Keno Racing Jackpot, an amount equivalent to 10% of Gross Subscriptions;
  - (ii) in respect of the “Five Up” Keno Racing Jackpot, an amount equivalent to 10% of Gross Subscriptions; and
  - (iii) in respect of the “Superfecta” Keno Racing Jackpot, an amount equivalent to 4% of Gross Subscriptions.
- (d) The Jackpot Fill and Jackpot Growth component of the Regular Keno Jackpot Prize, Keno Bonus Jackpot Prize and Keno Racing Jackpot Prize is fixed and payable in respect of the first \$1.00 of the Subscription paid for a

game played by a Subscriber to which that prize relates irrespective of the amount actually subscribed and does not increase proportionately to the amount of the Subscription.

- (e) The amount of the Regular Keno Jackpot Prize and Keno Racing Jackpot Prize will be the sum of:
  - (i) the Subscription paid in respect of the game multiplied by the prize (with respect to a Quartet Keno Racing Jackpot Prize as defined in Rule 18 (d)) or Major Prize (as the case may be);
  - (ii) the Jackpot Fill (if any); and
  - (iii) the Jackpot Growth for the relevant game.

#### **10A. Bonus Prizes**

- (a) The Operating Company may allocate Approved sums from the Prize Fund to be used for Bonus Prizes at Approved times of the day and Approved days of the week. Games in which Bonus Prizes are available are or may be referred to as 'Cash Games'.
- (b) Subject to Rule 10A (c) a Bonus Prize shall be won by the game played by a Subscriber or Entry (as the case may be) which first meets Approved requirements for that Bonus Prize.
- (c) Where in the Game of Keno in which the Approved requirements for a Bonus Prize are first met, and more than one game played by a Subscriber or Entry (as the case may be) meets those requirements the Bonus Prize shall be shared among those games or Entries (as the case may be) in accordance with Rule 19 (f).
- (d) The word "Bonus" may be printed on Receipt Tickets. The presence of the word "Bonus" on a Receipt Ticket does not necessarily indicate that an Entry is eligible to win a Bonus Prize. The absence of the word "Bonus" from a Receipt Ticket does not necessarily indicate that the Entry is ineligible to win a Bonus Prize.
- (e) Combination Bet Entries, Superplay Entries, Lucky Last Entries, Heads or Tails? (including Prepick and Let it Run) Entries, Keno Racing Entries and Keno Roulette Entries are ineligible to win a Bonus Prize.

#### **11. Cancellations**

- (a) An Entry may be cancelled only:
  - (i) at the Premises of the Venue at which the Entry was accepted;
  - (ii) on the Keno Day on which the Entry was accepted; and
  - (iii) during the displayed trading hours of those Premises.
- (b) Subject to Rule 11 (a) and Rule 11 (c), an Entry may be cancelled at any time prior to the closure of the game to which that Entry relates or prior to the Drawing of the first number in the game to which that Entry relates, whichever occurs first.
- (c) A Multi-Game Entry may not be cancelled in respect of those games in which a number has been Drawn. A Multi-Game Entry of more than 200 games may not be cancelled after the first number in the 201st game has been Drawn.
- (d) Subject to Rule 11 (e), if an Entry is cancelled in accordance with these Rules, the Venue will refund to the Subscriber in cash (or, in the case of a Casino Licensee only, cash and/or Chips to an equivalent value) the Commission which relates to that Entry and, on behalf of the Licensees, the Net Subscription in relation to that Entry, and the Gross Subscription in respect of the cancelled Entry will be reduced by the refunded amount for the purposes of these Rules.
- (e) If an Entry is cancelled in accordance with these Rules and a Gift Voucher or Prepaid Voucher was tendered for the Subscription for the Entry, the Venue will return the Gift Voucher or Prepaid Voucher to the Subscriber, or, if some Games of Keno have been Drawn, return to the Subscriber a replacement Gift Voucher or Prepaid Voucher with a face value equal to the Subscription payable for the cancelled Games of Keno. The Venue is not entitled to receive any Commission in respect of the issue of a replacement Gift Voucher or Prepaid Voucher. The Gross Subscription in respect of the cancelled Entry will be reduced by the value of the replacement Gift Voucher or Prepaid Voucher for the purposes of these Rules.

#### **12. The Draw**

- (a) The drawing of the winning numbers must:
  - (i) take place:
    - (a) by means of a Draw Device;
    - (b) at the Central Site, the Premises of a Venue, the Backup Site or other Approved site;
    - (c) if the Draw takes place at the Premises of a Venue – in an area open at that time to those persons who would normally have access to those Premises;
    - (d) if the Draw takes place at any other Approved site – in an area open to the public during Approved hours; and
    - (e) in a manner which enables it to be witnessed by an Inspector; and
  - (ii) be captured on an Approved medium.
- (b) The Operating Company will determine when a game opens and closes.

- (c) The Draw will be carried out as soon as practicable after the close of the game. Each Game of Keno will be identified during the Keno Day on which it is played by a number from 0 to 999 and thereafter by the relevant Keno Day and that number.
- (d) If an incorrect number is displayed as having been Drawn the final number will flash until the incorrect number has been removed and the correct number displayed.
- (e) If a Draw Device malfunctions, the Draw will continue in accordance with Approved procedures.

### 13. Display of Winning Numbers

Subject to these Rules the winning numbers of the most recently completed Game of Keno and the Multiplier will be displayed at the Premises of a Venue during the Venue's displayed trading hours. The winning numbers and the Multiplier will also be available by a Game Results Inquiry.

### 14. Winning Entries

- (a) Notwithstanding any other Rule, a winning game played by a Subscriber will be one where the number(s) selected for that game match the number(s) Drawn and resident on magnetic media at the Central Site as the winning number(s) for that Game of Keno in such a way as to entitle the Subscriber to a prize in accordance with the applicable Schedule of Prizes, to a Bonus Prize or to an additional Approved prize.
- (b) Subject to Rule 17, a prize may only be claimed by submitting a Receipt Ticket.
- (c) A prize will only be payable where the particulars recorded on the Receipt Ticket submitted indicate that the game played by a Subscriber is a winning game and those particulars correspond with the particulars resident on magnetic media at the Central Site.
- (d) A Receipt Ticket submitted in respect of a successful claim or a SST Receipt redeemed for cash or a Subscription will not be returned to the Subscriber.
- (e) A Game of Keno may include an additional Approved prize or prizes.

### 15. Payouts

#### Payment of Prizes

- (a) Regardless of the amount of a Subscription, the maximum liability in respect of:
  - (i) a Regular Keno Jackpot Prize, and Keno Racing Jackpot Prize will be the amount showing as the Regular Keno Jackpot Prize, and Keno Racing Jackpot Prize at that time resident on magnetic media at the Central Site, reduced (if required) in accordance with Rule 19 and increased (if required) in relation to the prize (with respect to a Quartet Keno Racing Jackpot Prize as defined in Rule 18 (d)) or Major Prize (as the case may be) having regard to the amount of the Subscription and the Multiplier (if relevant).
- (b) Subject to Rule 15 (f), where a win requires the issue of a cheque drawn on the Prize Fund or a cheque drawn on a Venue, the details of the payee must be provided by the Subscriber.
- (c) Public personal anonymity will be at Subscriber request, made to an employee of the Operating Company or Venue at the time the win is confirmed. The Subscriber acknowledges that the Licensees may publish or cause to be published the name of the Venue, and/or geographic location at which the Subscription was accepted, and the amount of the prize. A Subscriber may at any time revoke a request for anonymity.
- (d) Subject to Rules 16, 17 and 20, a claim for the payment of a prize may be made at the Premises of any Venue up to twelve months after the Keno Day on which the game in respect of which the prize is claimed was Drawn.
  - (i) For payouts under \$10,000, the first \$2,000 of the Total Prize Money, subject to the limit specified by that Venue, may be paid in cash or by way of a SST Receipt (or, in the case of a Casino Licensee, cash and/or Chips). Amounts over \$2,000 of the Total Prize Money will be paid by means of a Crossed Cheque payable to the claimant or if the claimant requests, by means of electronic funds transfer to an account nominated by the claimant.
  - (ii) Prizes of \$10,000 and over will be paid by means of a Crossed Cheque payable to the claimant drawn on the Prize Fund. Subject to the limit specified by that Venue, the first \$2,000 of the Total Prize Money may be paid in cash (or, in the case of a Casino Licensee, cash and/or chips).
- (e) Payouts resulting from an Unclaimed Prize Claim Form will be paid by cheque drawn on the Prize Fund.
- (f) Any cheques issued in payment or part payment of a payout will be crossed and marked "Not Negotiable" and payable to "Account Payee Only" and will be drawn in favour of the Subscriber.
- (g) Payouts to Subscribers known to be under legal incapacity or disability or to those Subscribers who are known to have died before receiving any or all of a particular payout shall be made in accordance with the laws of New South Wales.
- (h) Prizes won in a Delayed Start Game will be paid no sooner than the Keno Day following the Keno Day on which that Delayed Start Game was Drawn.
- (i) Where a payout is calculated to be an amount which is an exact multiple of \$0.10 that prize will be payable. Where a prize is calculated to be an amount which is not an exact multiple of \$0.10 the prize payable will be the nearest amount below the calculated prize which is an exact multiple of \$0.10.

**16. Unclaimed SST Receipts or Prizes**

- (a) If a Subscriber has been notified of an Unclaimed Prize through their Keno Player Card registration, to claim their prize they must attend the venue and submit their Receipt Ticket or SST Receipt. If they are unable to present their Receipt Ticket or SST Receipt, the Subscriber must submit details of that ticket or receipt, via an Unclaimed Prize Form, to the Central Site.
- (b) Details of prizes, including SST Receipts, will remain accessible from magnetic media on the Central Site Computer for up to 12 calendar months after the Keno Day to which they relate. After this period payouts may be made only after submission of an Unclaimed Prize Claim Form forwarded by the Subscriber to the Operating Company.
- (c) All correspondence to a Subscriber relevant to an Unclaimed Prize or unclaimed SST Receipt shall bear the signature of a representative of the Operating Company and following review by the Inspector will issue to the Subscriber. In the event of a dispute, the decision of the Inspector will be final.

**17. Lost or Mutilated Receipt Tickets, SST Receipts and Vouchers**

- (a) If a Receipt Ticket or SST Receipt, submitted by a Subscriber for processing, is unable to be read by a Terminal or the Writer or the Receipt Ticket has been lost, a claim for payment may be made by the submission of an Unclaimed Prize Claim Form.
- (b) If the details given by the Subscriber satisfy the Operating Company and Inspector that a win has occurred, the prize will be paid in accordance with Rule 15.
- (c) If a Gift Voucher or Prepaid Voucher, submitted by a person for processing, including a Gift Voucher presented for refund in accordance with Rule 17 (d), is unable to be validated by a Terminal or a Writer or has expired or been lost, a claim for a refund of the face value of the Gift Voucher or Prepaid Voucher may not be made.
- (d) If, having purchased a Gift Voucher, a Subscriber does not agree to the conditions of purchase described in Rule 17 (c), a refund of the face value of the Gift Voucher can be made. This refund can only be made by returning the Gift Voucher to the same Venue from which the Gift Voucher was purchased and on the same day as the Gift Voucher was purchased.

**18. Schedules of Prizes**

- (a) The following Approved Schedule of Prizes applies to all Games of Keno other than Lucky Last, Heads or Tails?, Keno Racing, Keno Roulette, and Keno Bonus where it is played in conjunction with Lucky Last, Heads or Tails?, Keno Racing or Keno Roulette. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

<i>Number of Spots Matched</i>	<i>Number of Spots Selected</i>				
	1	2	3	4	5
0					
1	3				
2		12	1	1	
3			44	4	2
4				120	14
5					640

<i>Number of Spots Matched</i>	<i>Number of Spots Selected</i>				
	6	7	8	9	10
0					
3	1	1			
4	5	3	2	1	1
5	80	12	7	5	2
6	1,800	125	60	20	6
7		\$5,000 plus Keno Bonus Jackpot Prize of \$7,000 (if payable) plus Jackpot Growth	675	210	50

<i>Number of Spots Matched</i>	<i>Number of Spots Selected</i>				
	6	7	8	9	10
8			\$25,000 plus Keno Bonus Jackpot Prize of \$38,000 (if payable) plus Jackpot Growth	2,500	580
9				\$100,000 plus Keno Bonus Jackpot Prize of \$180,000 (if payable) plus Jackpot Growth	10,000
10					\$250,000 plus Jackpot Fill of \$750,000 plus Keno Bonus Jackpot Prize of \$2,900,000 (if payable) plus Jackpot Growth

<i>Number of Spots Matched</i>	<i>Number of Spots selected</i>		
	15	20	40
0		100	250,000
1		10	25,000
2		2	2,200
3			200
4			35
5	1		7
6	2		2
7	4		1
8	20	2	
9	50	7	
10	250	20	
11	2,000	100	
12	12,000	450	
13	50,000	1,200	1
14	100,000	5,000	2
15	250,000	10,000	7
16		15,000	35
17		25,000	200
18		50,000	2,200
19		100,000	25,000
20		250,000	250,000

- (b) The following Approved Schedule of Prizes applies only to games of Lucky Last and Keno Bonus (where it is played in conjunction with a game of Lucky Last). Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

<i>Number of Spots selected</i>	<i>Lucky Last Prize</i>
1	60
2	30
3	20
4	15
5	12
6	10
7	8.50
8	7.50
9	6.50
10	6
15	4
20	3
40	1.5

- (c) The following Approved Schedule of Prizes applies only to games of Heads or Tails? and Keno Bonus (where it is played in conjunction with a game of Heads or Tails?). Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

<i>Selections</i>	<i>Result</i>	<i>Heads or Tails? Prize</i>
Heads	Heads	2
Tails	Tails	2
Evens	Evens	4

- (d) The following Approved Schedule of Prizes applies only to games of Keno Racing. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

<i>Bet Type</i>	<i>Keno Racing Prize</i>
Win	6
Place	2
Quinella Place	7
Quinella	21
Exact Quinella	42
Trio	42
Trifecta	252
Quartet	
First correct	1
First 2 correct	3
First 3 correct	10
All 4 correct	800 plus Jackpot Growth

<i>Bet Type</i>	<i>Keno Racing Prize</i>
Five Up	
First correct	1
First 2 correct	3
First 3 correct	10
First 4 correct	60
All 5 correct	3,000 plus Jackpot Growth
Superfecta	
First correct	1
First 2 correct	3
First 3 correct	10
First 4 correct	60
First 5 correct	100
All 6 correct	10,000 plus Jackpot Growth

- (e) The following Approved Schedule of Prizes applies only to games of Keno Roulette, and Keno Bonus where it is played in conjunction with a game of Keno Roulette. Prizes are based on minimum Subscription:

<i>Bet Type</i>	<i>Minimum Subscription</i>	<i>Keno Roulette Prize</i>
Straight Up	\$1.00	\$30.50
Split	\$1.00	\$15.30
Row	\$1.00	\$10.20
Corner	\$1.00	\$7.60
Six Line	\$1.00	\$5.10
Column	\$2.00	\$5.00
Dozens	\$2.00	\$5.00
Low or High	\$5.00	\$8.50
Red or Black	\$5.00	\$8.50
Odd or Even	\$5.00	\$8.50

### 19. Pro-rating and Sharing of Prizes

- (a) The maximum aggregate liability for all Major Prizes in any one Game of Keno, excluding Bonus Prizes and additional Approved prizes, shall be \$3,000,000. Where except for this Rule 19 (a) the total amount of such Major Prizes would exceed \$3,000,000 Pro-rating shall apply.
- (b) Subject to Rule 19 (c) where Pro-rating applies the amount payable in respect of each Major Prize affected shall be as follows:
- $$\text{Amount payable} = X \div Y \times \$3,000,000$$
- where
- X = the amount which except for this Rule would have been payable in respect of the game played by a Subscriber.
- Y = the total prize amount which, except for this Rule, would have been payable in respect of all Major Prizes for a Game of Keno.
- (c) Notwithstanding the application of Pro-rating no Major Prize will be reduced to a value less than \$1,000.
- (d) Where there is more than one Regular Keno Jackpot or Keno Racing Jackpot winner, the Jackpot Growth and Jackpot Fill will be shared among those Regular Keno Jackpot or Keno Racing Jackpot winners in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners on the winning combination of Spots.
- (e) Where there is more than one Keno Bonus Jackpot Prize winner, the Keno Bonus Jackpot Prize will be shared amongst those Keno Bonus Jackpot Prize winners in the same proportion that the amount of the Subscriptions (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscription (disregarding Keno Bonus) paid by all winner on the winning combination of Spots.
- (f) Where there is more than one Bonus Prize winner, the Bonus Prize will be shared among those Bonus Prize winners in proportion to the amount of the Subscription paid by each winner on the winning combination of Spots.

**20. Limitation of Liability**

- (a) Without limitation to the following provisions of this Rule 20, the Licensees shall have no responsibility or liability to a Subscriber until an Entry is validly made and a Receipt Ticket is delivered to that Subscriber.
- (b) The Licensees shall have no responsibility or liability to a Subscriber or to any other person by reason of the loss or destruction for any reason or from any cause of a Receipt Ticket beyond the amount of the Net Subscription paid in respect of the Receipt Ticket unless, at the discretion of the Licensees, the criteria as set out in Rules 16 and 17 are met.
- (c) The Licensees shall have no responsibility or liability to pay a Subscriber who claims a prize and is unable to submit a Receipt Ticket. The Licensees shall have discharged all liability in relation to payment of a prize by making payment to a person who has submitted a prize winning Receipt Ticket. The official record of payment shall be the image resident on magnetic media at the Central Site.
- (d) The Licensees and each of their employees shall have no liability or responsibility to a Subscriber beyond the Net Subscription paid in respect of a Receipt Ticket or any other person, 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 the Game of Keno; and
  - (ii) without prejudice to the generality of Rule 20 (d) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (i) the payment of prizes;
    - (ii) the processing and issue of a Receipt Ticket following acceptance of an Entry Form, Replay Verbal Entry instructions or Entry by way of Self Service Terminal;
    - (iii) the processing of a prize winning Receipt Ticket or the redeeming of a SST Receipt;
    - (iv) the inclusion of an Entry in a particular Game of Keno received by way of an Entry Form, Replay, Verbal Entry instructions or Entry by way of Self Service Terminal.
- (e) Each and every Venue shall have no responsibility or liability to a Subscriber or to any other person by reason of the loss or destruction for any reason or from any cause of a SST Receipt or a Receipt Ticket beyond the amount of the Commission paid in respect of the Receipt Ticket or a SST Receipt.
- (f) Each and every Venue and every employee of a Venue shall have no liability or responsibility to a Subscriber beyond the Commission paid by the Subscriber in respect of the relevant game or any 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 Keno; and
  - (ii) without prejudice to the generality of Rule 20 (f) (i) hereof, any negligence, omission, delay or failure in relation to:
    - (i) the payment of payouts;
    - (ii) the processing and issue of a Receipt Ticket following acceptance of an Entry Form, Replay, Verbal Entry instructions or Entry by way of Self Service Terminal;
    - (iii) the processing of a prize winning Receipt Ticket or the redeeming of a SST Receipt;
    - (iv) the inclusion of an Entry in any particular Game of Keno received by way of an Entry Form, Replay, Verbal Entry instructions or Entry by way of Self Service Terminal.
- (g) The Licensees and every Venue, and each employee of the Licensees or a Venue, shall have no liability or responsibility to a Subscriber or any person for or in respect of any failure, disruption or malfunction of equipment used in the conduct of Games of Keno whether at the Central Site or at the Premises of a Venue or any other location, electrical power, telecommunications links or magnetic media at the Central Site.
- (h) The Licensees and every Venue, and each employee of the Licensees or a Venue, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Keno 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.
- (i) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, an Inspector, their successors and the employees and agents 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 20 (a) to 20 (i) inclusive as those protected by the said Rules.

**21. Disqualifications**

- (a) Notwithstanding that a Receipt Ticket or SST Receipt may have been issued, Entry in the Game of Keno may be disqualified and no claim shall be entered in respect of it if the Licensees are of the opinion that it should be disqualified.
- (b) The reasons for disqualification by the Licensees may include but are not limited to:
  - (i) tender of insufficient Subscription or if the form of Subscription is not acceptable;

- (ii) the Subscriber has defaulted in payment of any previous fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) a Receipt Ticket or SST Receipt failing any security tests run at the Central Site;
  - (v) reasonable suspicion of unauthorised use of a Terminal;
  - (vi) reasonable suspicion that the Subscriber is ineligible to enter a game under Rule 5A or Rule 7(a); or
  - (vii) any other breach of the Rules which in the opinion of the Licensees justifies disqualification.
- (c) An Entry which has been disqualified in accordance with this Rule 21 may, in the absolute discretion of the Licensees, and with Approval, be reinstated.
- (d) Without limiting the operation of Rule 20, the liability of the Licensees to a Subscriber who has an Entry disqualified and reinstated under this Rule 21 will be limited to the amount of any prize won by that reinstated Entry.

## 22. Amendment

- (a) These Rules may only be amended, added to or repealed, in whole or in part, at any time by the Licensees with Approval.
- (b) Any amendment, addition or repeal will be effective on the date on which it is published in the New South Wales Government Gazette or such later date as is specified in the *New South Wales Government Gazette*.
- (c) The Licensees shall have no responsibility to a Subscriber or any person for or in respect of any change to the Rules.

### SCHEDULE

#### Part A – 1 x Multiplier

211	212	213	214	216	219	222	223	225	226	228	229	231	233	235	237	239	241	242	244
245	247	249	251	252	254	255	258	260	261	263	264	266	269	271	273	276	278	280	281
283	285	287	288	290	291	293	295	296	298	300	301	303	304	307	308	311	313	315	316
318	321	322	324	326	328	330	332	334	335	337	338	342	344	345	348	350	352	353	355
356	358	359	367	370	373	375	378	380	382	385	389	390	393	395	397	407	411	412	416
422	424	426	428	430	433	434	437	440	442	444	445	447	450	452	454	456	458	462	464
467	469	471	472	474	477	479	481	482	483	484	486	488	489	490	491	494	496	498	499
501	503	505	507	511	516	519	521	523	525	528	530	532	534	536	537	538	540	541	543
545	546	547	549	552	554	555	556	557	559	561	562	564	566	568	570	573	575	577	579
581	583	584	587	589	591	593	595	598	600	607	609	611	613	615	616	618	620	623	626
628	630	632	633	635	640	642	643	645	647	649	651	653	655	656	657	658	664	666	669
671	673	674	676	677	678	681	682	686	691	692	693	694	695	697	698	706	708	709	710
711	712	713	715	717	718	719	721	722	723	725	727	728	730	732	733	736	737	741	743
746	747	751	759	762	765	767	768	773	778	783	785	786	788	789	792	793	797	800	802
805	807	808	812	813	815	818	820	823	827	828	831	832	834	835	837	842	847	852	853
855	858	861	869	873	874	877	879	883	884	887	888	890	892	893	895	897	898	899	901
902	903	905	907	908	909	910	911	912	914	922	923	925	926	927	928	929	934	938	939
942	943	944	946	947	949	951	954	956	962	963	964	965	967	969	971	973	975	977	978
980	985	987	988	990	992	994	997	1000	1002	1004	1005	1007	1009	1011	1013	1020	1022	1025	1027
1029	1031	1033	1036	1037	1039	1041	1043	1045	1047	1050	1052	1054	1056	1058	1059	1061	1063	1064	1065
1066	1068	1071	1073	1074	1075	1077	1079	1080	1082	1083	1084	1086	1088	1090	1092	1095	1097	1099	1101
1143	1146	1148	1149	1151	1153	1156	1158	1162	1164	1166	1168	1170	1173	1175	1176	1178	1180	1183	1186
1187	1190	1192	1194	1196	1198	1204	1208	1209	1213	1223	1225	1227	1230	1231	1235	1238	1240	1242	1245
1247	1250	1253	1261	1262	1264	1265	1267	1268	1270	1272	1275	1276	1278	1282	1283	1285	1286	1288	1290
1292	1294	1296	1298	1299	1302	1304	1305	1307	1309	1312	1313	1316	1317	1319	1320	1322	1324	1325	1327
1329	1330	1332	1333	1335	1337	1339	1340	1342	1344	1347	1349	1351	1354	1356	1357	1359	1360	1362	1365
1366	1368	1369	1371	1373	1375	1376	1378	1379	1381	1383	1385	1387	1389	1391	1392	1394	1395	1397	1398
1401	1404	1406	1407	1408	1409														

#### Part B – 2 x Multiplier

215	218	221	230	234	248	270	277	317	320	327	333	360	362	365	372	374	377	379	381
383	386	388	392	398	404	406	414	420	425	427	429	436	443	449	453	461	466	473	487
492	508	510	513	527	531	542	558	567	571	580	585	588	596	601	604	610	634	641	644
659	660	661	663	668	672	680	683	685	687	690	696	701	703	714	724	731	735	738	742
749	752	755	756	760	764	766	771	775	776	777	780	781	784	795	798	801	803	806	810
814	817	819	822	825	836	839	840	843	844	845	849	854	856	860	864	865	868	871	878
882	885	889	896	906	917	919	924	930	933	935	937	940	948	952	957	959	960	961	976
976	979	986	1010	1016	1019	1024	1032	1035	1040	1049	1053	1062	1078	1089	1093	1107	1110	1112	1128
1133	1147	1154	1159	1167	1171	1177	1184	1191	1193	1195	1200	1206	1214	1216	1222	1228	1232	1234	1237
1241	1243	1246	1248	1255	1258	1260	1287	1293	1300	1303	1343	1350	1372	1386	1390	1399	1402	1405	

## Part C – 3 x Multiplier

217 227 232 238 243 250 253 256 259 262 267 272 275 279 282 284 286 289 292 294  
 297 299 302 305 306 309 310 312 314 319 323 329 336 339 341 346 347 351 357 361  
 363 364 368 369 371 384 391 396 402 408 409 410 417 421 432 435 438 439 441 446  
 448 451 455 459 463 465 468 470 475 476 478 480 485 493 495 497 500 502 504 506  
 509 512 515 517 518 520 522 524 526 529 533 535 539 544 548 550 551 553 560 563  
 565 569 572 574 576 578 582 586 590 592 594 597 602 605 606 608 612 614 617 619  
 624 625 627 629 631 637 638 639 646 648 650 652 654 662 665 667 670 675 679 689  
 700 702 704 707 716 720 726 729 734 739 740 744 745 748 750 753 757 761 763 770  
 774 779 787 791 794 796 799 804 809 811 816 821 824 826 829 833 841 846 850 857  
 859 863 867 870 872 875 876 880 881 886 891 894 900 904 913 916 918 920 931 941  
 945 950 953 955 958 966 968 970 972 974 981 982 983 989 991 993 995 996 1001 1003  
 1006 1008 1012 1014 1015 1018 1023 1026 1028 1030 1034 1038 1042 1044 1046 1048 1051 1055 1057 1060  
 1067 1069 1070 1072 1076 1081 1085 1087 1091 1094 1096 1098 1100 1102 1103 1105 1108 1111 1114 1116  
 1118 1120 1123 1125 1127 1135 1140 1142 1144 1145 1150 1152 1155 1157 1161 1165 1169 1172 1174 1179  
 1181 1182 1185 1188 1199 1203 1210 1211 1212 1218 1224 1229 1236 1249 1251 1252 1256 1257 1259 1263  
 1269 1273 1274 1279 1281 1284 1291 1297 1301 1306 1308 1310 1311 1314 1315 1318 1321 1323 1326 1328  
 1331 1334 1336 1338 1341 1345 1348 1353 1358 1361 1364 1367 1370 1377 1382 1388 1393 1403

## Part D – 4 x Multiplier

210 240 340 343 354 376 400 423 599 622 758 769 772 782 790 830 838 848 851 862  
 998 1021 1197 1220 1244 1266 1277 1280 1380 1410

## Part E – 5 x Multiplier

220 236 257 265 274 325 349 366 387 394 399 401 403 405 413 418 419 431 457 460  
 514 621 636 688 699 705 754 866 915 921 932 984 999 1106 1160 1163 1189 1201 1202 1207  
 1215 1217 1219 1221 1226 1233 1254 1271 1295 1346 1355 1363 1384 1400

## Part F – 10 x Multiplier

224 246 268 331 415 603 684 936 1017 1205 1289 1352 1374 1396

# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### MID-WESTERN REGIONAL COUNCIL

Roads Act 1993, Section 162

Naming of Public Road  
New Road Name/s

NOTICE is hereby given that in accordance with section 162 of the Roads Act 1993, as amended, Council has named the road shown hereunder:

<i>Location</i>	<i>Road Name</i>
Road running south from Goolma Road in the locality of Two Mile Flat between Lower Piambong Road and Twelve Mile Road.	Donnelly Road.

WARWICK BENNETT, General Manager, PO Box 156, 86 Market Street, Mudgee NSW 2850, tel.: (02) 6378 2850, fax: (02) 6378 2815, email: council@midwestern.nsw.gov.au [6420]

### SHOALHAVEN CITY COUNCIL

Naming of Roads

SHOALHAVEN CITY COUNCIL advises that in accordance with section 162.1 of the Roads Act 1993 and Part 2, Division 2, Clause 9, Road Regulations 2008, it has named the following road:

<i>Location</i>	<i>Road Name</i>
Subdivision of Lot 1, DP 1015286, off North Bendalong Road, Bendalong.	Belah Glen.

No objections to the proposed name were received within the advertising period. R. PIGG, General Manager, Shoalhaven City Council, Bridge Road, Nowra NSW 2541. File SF10125-03. [6421]

## ESTATE NOTICES

NOTICE of intended distribution of estate – Any person having any claim upon the estate of SHEILA O'LEARY, late of Lane Cove in the State of New South Wales, who died on 13 December 2011 must send particulars of their claim to the executors Peter Eugene O'Leary and Clare Catherine Zippel, care of Messrs Grogan & Webb, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067, 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 20 March 2012. MESSRS GROGAN & WEBB, Solicitors, Zenith Centre, Tower A, Level 19, 821 Pacific Highway, Chatswood NSW 2067 (PO Box 5185, West Chatswood NSW 1515), tel.: (02) 9411 3511. [6422]

## COMPANY NOTICES

NOTICE of final meeting of members – In the matter of the Corporations Act 2001 and in the matter of JOHN D LUXFORD PTY LTD (In Liquidation) (ACN 010 980 999) – Notice is hereby given pursuant to section 509 of the Corporations Act 2001, that the final meeting of the

Members of the abovenamed Company will be held on 10 May 2012, 9am at the office of Crosbie Warren Sinclair, cnr Pacific Highway & Warabrook Boulevarde, Warabrook NSW 2304 for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and hearing any explanation that may be given by the liquidator. Dated this 12 April 2012. BRENT ANTONY PERKINS, Liquidator, Crosbie Warren Sinclair, Box 29, Hunter Region Mail Centre NSW 2310, tel.: (02) 4923 4000. [6423]

NOTICE of members' voluntary winding up. – MALBEN PASTORAL CO. PTY LIMITED (ACN 000 397 259) (In Liquidation). – Notice is hereby given pursuant to the Corporations Act 2001, that at an extraordinary general meeting of Malben Pastoral Co. Pty Limited (In Liquidation), held on 30 March 2012, the company's members resolved to wind up the company voluntarily and to appoint Colin Wilson, Chartered Accountant, of Wilson Porter Services Pty, Chartered Accountants, 154 Elizabeth Street, Sydney NSW 2000, as liquidator of the company. After 21 days from today I will begin distributing the company's assets. All creditors who have a claim against the company should give me details of their claims by that date, otherwise I will not recognise their claims when I distribute the assets. COLIN WILSON, Chartered Accountant, c.o. Wilson Porter Services Pty, Chartered Accountants, Level 2, 154 Elizabeth Street, Sydney NSW 2000, tel.: (02) 9283 4333. [6424]

NOTICE of final meeting – ELWEN PTY LIMITED (IN LIQUIDATION) A.C.N. 008 493 892 – In the matter of the Corporations Law and in the matter of Elwen Pty Limited (in liquidation) notice is hereby given that pursuant to section 509 (1) of the Law, a general meeting of the company will be held at the offices of Bedford Titley, Level 6, 141 Walker Street, North Sydney NSW 2060, on 29 June 2012 at 10:00am in the forenoon for the purpose of laying before the meeting an account showing how the winding up has been conducted and the property of the company has been disposed and giving any explanation of the account. IAN STEPHENSON, Liquidator, Bedford Titley, Level 6, 141 Walker Street, North Sydney NSW 2060, tel.: (02) 9955 6522. [6425]

NOTICE of final meeting – NORANNA PTY LIMITED (IN LIQUIDATION) A.C.N. 001474 620 – In the matter of the Corporations Law and in the matter of Noranna Pty Limited (in liquidation) notice is hereby given that pursuant to section 509 (1) of the Law, a general meeting of the company will be held at the offices of Bedford Titley, Level 6, 141 Walker Street, North Sydney NSW 2060, on 29 June 2012 at 10:10am in the forenoon for the purpose of laying before the meeting an account showing how the winding up has been conducted and the property of the company has been disposed and giving any explanation of the account. IAN STEPHENSON, Liquidator, Bedford Titley, Level 6, 141 Walker Street, North Sydney NSW 2060, tel.: (02) 9955 6522. [6426]

NOTICE of final meeting – NORWEN PTY LIMITED (IN LIQUIDATION) A.C.N. 060 423 109 – In the matter of the Corporations Law and in the matter of Norwen Pty Limited (in liquidation) notice is hereby given that pursuant to section 509 (1) of the Law, a general meeting of the company will

be held at the offices of Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, on 29 June 2012 at 10:20am in the forenoon for the purpose of laying before the meeting an account showing how the winding up has been conducted and the property of the company has been disposed and giving any explanation of the account. IAN STEPHENSON, Liquidator, Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, tel.: (02) 9955 6522. [6427]

NOTICE of final meeting – PRUDEN PTY LIMITED (IN LIQUIDATION) A.C.N. 183 820 238 – In the matter of the Corporations Law and in the matter of Pruden Pty Limited (in liquidation) notice is hereby given that pursuant to section 509 (1) of the Law, a general meeting of the company will be held at the offices of Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, on 29 June 2012 at 10:30am in the forenoon for the purpose of laying before the meeting an account showing how the winding up has been conducted and the property of the company has been disposed and giving any explanation of the account. IAN STEPHENSON, Liquidator, Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, tel.: (02) 9955 6522. [6428]

NOTICE of final meeting – PRULAND (IN LIQUIDATION) A.C.N. 763 101378 – In the matter of the Corporations Law and in the matter of Pruland Pty Limited (in liquidation) notice is hereby given that pursuant to section 509 (1) of the Law, a general meeting of the company will be held at the offices of Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, on 29 June 2012 at 10:40am in the forenoon for the purpose of laying before the meeting an account showing how the winding up has been conducted and the property of the company has been disposed and giving any explanation of the account. IAN STEPHENSON, Liquidator, Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, tel.: (02) 9955 6522. [6429]

NOTICE of final meeting – WENFOLK PTY LIMITED (IN LIQUIDATION) A.C.N. 263 688 950 – In the matter of the Corporations Law and in the matter of Wenfolk Pty Limited (in liquidation) notice is hereby given that pursuant to section 509 (1) of the Law, a general meeting of the company will be held at the offices of Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, on 29 June 2012 at 10:50am in the forenoon for the purpose of laying before the meeting an account showing how the winding up has been conducted and the property of the company has been disposed and giving any explanation of the account. IAN STEPHENSON, Liquidator, Bedford Tittle, Level 6, 141 Walker Street, North Sydney NSW 2060, tel.: (02) 9955 6522. [6430]

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