



# *Government Gazette*

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**PUBLIC LOTTERIES ACT 1996**

**SET FOR LIFE**

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

I, Natasha Mann, Executive Director of Liquor & Gaming NSW, pursuant to s.14 of the Public Lotteries Act 1996 (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Conditions of Set for Life Product Licence, as annexed to this instrument, effective from the date of gazettal.

**Dated** this 9th day of August 2019

**Natasha Mann**  
Executive Director, Liquor & Gaming NSW

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

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## 1 Definitions and interpretation

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

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

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

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## 2 Effects of conditions

### 2.1 Status

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

### 2.2 Incorporation

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

### 2.3 No amendment

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

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## 3 Mandatory conditions

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

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

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

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

### 3.2 Process for amendment – Minister

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

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

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

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

### 3.3 Product Licensee to comply with the Rules

The Product Licensee must comply with the Rules.

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## 4 Procedure – application for amendment to Rules

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

- (a) If the Product Licensee wishes to apply to the Minister to amend the Rules, the Product Licensee must complete and lodge with the Minister an application for amendment (**Rules Amendment Application**).

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

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## 5 Minor procedural variations

- (a) Despite Conditions 3.1, 3.2 and 4, but subject to Condition 5(b), the Minister and the Product Licensee may agree to vary a period, a time at which a document is taken to be complete or a time by which information is to be provided specified in any of Conditions 3.1, 3.2 and 4. That variation is effective when the Minister notifies the Product Licensee of the agreed variation. The Minister may notify the Product Licensee that the variation is effective retrospectively.



- (b) The Minister and the Product Licensee may not agree to vary the period provided for in Condition 3.1(f).

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## 6 Responsibilities of Product Licensee

- (a) Games of Set for Life and Promotional Set for Life must be conducted in accordance with the Regulatory Requirements.
- (b) The Product Licensee, at its own cost and expense (except where otherwise hereinafter expressly provided):
- (i) must provide the means by which Players may obtain an Entry in a Game of Set for Life and enter into a Game of Promotional Set for Life and must accept subscriptions in respect of a Game of Set for Life at branches and through Agents and Direct Mail Agents, through which it, from time to time, offers Entries in a Game of Set for Life or entries in a Game of Promotional Set for Life or as otherwise approved;
  - (ii) subject only to the provisions of Schedule 2, Part 4, Division 3 of the Act as at the date this Product Licence is given, has the authority and responsibility to select Agents and Direct Mail Agents and to determine the terms and conditions upon which they are appointed;
  - (iii) must control the provision of the means by which Players may obtain an Entry in a Game of Set for Life and Players may enter into a Game of Promotional Set for Life ;
  - (iv) must take such steps as are necessary, including the implementation of appropriate security procedures, to ensure the proper conduct, in accordance with the Product Licence, these Conditions and the Rules, of each Game of Set for Life and Promotional Set for Life;
  - (v) has the sole authority to receive subscriptions and to operate upon the General Fund and the Set for Life Prize Fund Account;
  - (vi) must identify each Entry eligible for a prize and each entry in a Game of Promotional Set for Life eligible for a prize as soon as possible after each drawing;
  - (vii) must take such steps as are necessary to ensure the observance of the Rules so far as concerns:
    - (A) the sale of Entries in a Game of Set for Life;
    - (B) the means of entering a Game of Promotional Set for Life; and
    - (C) the payment of prizes;
  - (viii) must secure the provision of Entry Forms and other such stationery and other stores as may be necessary to conduct Games of Set for Life and Games of Promotional Set for Life;
  - (ix) has the responsibility for processing all current Entries in a Game of Set for Life where the subscription was paid prior to the commencement of the Product Licence, and all Entries where the subscription was paid subsequent to the commencement of the Product Licence;



- (x) has the responsibility for processing all current entries in a Game of Promotional Set for Life conducted before and after the commencement of the Product Licence;
- (xi) must arrange for the marketing, promotion and advertising of Games of Set for Life and Games of Promotional Set for Life and the publicity attendant upon the conduct of those games; and
- (xii) must design Games of Set for Life and Games of Promotional Set for Life.

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## 7 Frequency

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

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## 8 Subscriptions received

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

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## 9 Set for Life Prize Fund Account

- (a) The Product Licensee must, for the purposes of section 27 of the Act, maintain an account to be named " Set for Life Prize Fund Account", and to be operated by the Chief Executive Officer, and the Chief Executive Officer must, out of the General Fund, pay into the Set for Life Prize Fund Account that part of the subscriptions referred to in Condition 8(b)(i).
- (b) The Product Licensee must subsidise the Set for Life Prize Fund Account in the event, and to the extent, of any shortfall of funds in that account required for payment of prizes.
- (c) The Product Licensee must maintain an account in the name of the Licensee which is solely controlled by the Licensee and which is to be named the "Set for Life 1st Prize Fund Account".

- (d) The Set for Life 1st Prize Fund is to be operated by the Chief Executive Officer and the Chief Executive Officer must –
  - i. out of the Set for Life Prize Fund Account established pay into the Set for Life 1st Prize Fund Account an amount equal to the total of the outstanding 1st prize instalments when the prize has been claimed by the winners; and
  - ii. pay each monthly instalment of \$20,000 to each of the 1st prize winners as and when they fall due from the Set for Life 1st Prize Fund Account; and
  - iii. ensure that the minimum balance in the Set for Life 1st Prize Fund Account will be no less than the minimum required to meet the total liability for the Licensee to the 1st prize winners; and
  - iv. in the event of the cancellation or surrender of the licence, pay any amount held in the Set for Life 1st Prize Fund Account to a Successor Licensee or Successor Licensees in accordance with clause 11.3 of the Operator Licence to facilitate the continuity of the Public Lotteries by the Successor Licensee or Successor Licensees following the Expiry Date.
- (e) If the Operator Licence has not been extended or a new Operator Licence has not been granted to the Licensee, the Minister may, in the final 12 months of the Operator Licence, direct the Licensee to pay the outstanding instalments to each of the 1st Prize winners as a lump sum payment. The payment must be made within 1 month of the Direction being issued.

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## 10 Duty payable to the Treasurer

### 10.1 Payment of general duty

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

### 10.2 Payment of licence duty

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

The greater of:

$A \times (1+B)$

and

$A \times 1.025$

where

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

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

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## 11 Prize Reserve Fund and Prize Pool

- (a) There must be retained in the Prize Reserve Fund located within the Set for Life Prize Fund Account an amount of not more than:
- (i) twenty forty percent (40%) of all subscriptions received in respect of a particular Set for Life, unless otherwise approved
- together with an amount representing any unclaimed prizes.
- (b) Excluding amounts retained in accordance with paragraph (a) of this Condition, the subscriptions in the Set for Life Prize Fund Account received for a particular:
- (i) Set for Life must be reallocated as the prize levels 2, 3, 4, 5, 6, 7 and 8 Prize Pools; and
  - (ii) Set for Life must be reallocated as the Prize Pool;
- for that particular Game of Set for Life in accordance with the Rules.
- (c) Amounts retained in accordance with paragraph (a)(i) of this Condition may be used to fund the 1<sup>st</sup> Prize Pool for Set for Life in accordance with the Rules.
- (d) The amount in the Set for Life Prize Fund Account, including for the time being amounts retained in accordance with paragraph (a) of this Condition and the proceeds of any investment in accordance with section 27 of the Act of any money kept in the Set for Life Prize Fund Account, must be applied to the purposes referred to in this paragraph and in the order set out hereunder:
- (i) firstly, in payment of a prize in respect of any Entry which, consistent with the Rules, may be accepted by the Product Licensee as eligible for that prize after the declaration of the results of a Game of Set for Life;
  - (ii) secondly, in payment, consistent with the Rules, of any additional prize or prizes in any Game of Set for Life which may include prizes paid on special occasions (as approved from time to time) and which include special prizes paid when there is no first prize winner. Any additional prize or prizes paid on special occasions may be paid in monetary terms or in kind and may include a prize or prizes paid pursuant to a Second Drawing of a Game of Set for Life;
  - (iii) thirdly, in reimbursement to the Product Licensee for any amount by which it has subsidised the Set for Life Prize Fund Account;
  - (iv) fourthly, to meet any shortfall attributable to adjustments made after the declaration of the results of a Game of Set for Life;

- (v) fifthly, in payment, consistent with the Rules, of any prize or prizes in any Game of Promotional Set for Life. Any prize paid in relation to a Game of Promotional Set for Life may be paid in monetary terms or in kind; and
- (vi) sixthly, in payment of the cost of operating the Set for Life Prize Fund Account.

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## 12 Prize payments

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

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## 13 Supervision at drawing

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

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## 14 Inspection of equipment

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

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## 15 Publication of results

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

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## 16 Approved Lotto equipment

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

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

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

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## 17 Agent's commission

- (a) The terms and conditions on which the Product Licensee appoints an Agent or Direct Mail Agent must include:



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

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## Schedule 1 — Dictionary

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### Dictionary

#### PART 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**drawing** means:

- (i) in relation to a Game of Set for Life the selection of the winning numbers and the extra numbers by lot using a Drawing Device;



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

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

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

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

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

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

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

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

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

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

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

in a participating area within Australia;

**Set for Life** means a game known as "Set for Life", the design and Rules of which have been approved;

**Set for Life Prize Fund Account** means the account referred to in Condition 9 of these Conditions;

**Minister** means the Minister of the Crown for the time being administering the Act;

**month** means a calendar month and "monthly" has a corresponding meaning;

**number** has the meaning in section 5 of the Act;



**Operator Licence** means the operator licence granted to New South Wales Lotteries Corporation Pty Limited, a company incorporated under the Corporations Act 2001 (Cth) and wholly owned by Tattersall's Holdings Pty Ltd ACN 081 925 706 (both of which are ultimately owned by Tatts Group Limited ACN 108 686 040), pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a product licence granted pursuant to the Act;

**participating area** means a State, Territory or Country in which a person is authorised to conduct:

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

under a corresponding law;

**Player** means a person who:

- (i) has paid the correct subscription and commission for a valid Entry; and
- (ii) holds, bears and submits a valid ticket to the Product Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a prize,

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

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

**prize** means any sum computed and payable to a Player in accordance with the provisions of the Rules;

**Prize Fund** means an account established pursuant to section 27 of the Act and known as the Set for Life Prize Fund Account;

**prize numbers** in relation to a Game of Promotional Set for Life means the numbers required by the Rules to win a Game of Promotional Set for Life drawn or selected in such other manner as directed by the Chief Executive Officer for that game or such other numbers as may be specified by the Chief Executive Officer;

**Prize Pool** means the amount in the Prize Fund allocated for the payment of prizes being:

- (i) not less than thirty eight point six four five percent (38.645%) of all subscriptions received for Set for Life

unless otherwise approved;

**Prize Reserve Fund** means the fund located in the Prize Fund pursuant to section 27 of the Act and known as the Prize Reserve Fund;

**Product Licence** means the product licence to conduct Games of Set for Life and Games of Promotional Set for Life, granted pursuant to the Act and contained in the instrument dated [INSERT DATE] to which these Conditions are annexed;

**Product Licensee** means the holder of the Product Licence;



**Proposed Amendment** has the meaning in Condition 3.2;

**Public Sector Agency** means:

- (i) a Minister of the Crown in right of New South Wales;
- (ii) a department of State (however described) of the Crown in right of New South Wales;
- (iii) an agency of the Crown in right of New South Wales;
- (iv) an officer in the service of the Crown in right of New South Wales;
- (v) a public authority;
- (vi) a State-owned corporation within the meaning of the *State Owned Corporations Act 1989 (NSW)*;

**Regulation** means a regulation made under the Act;

**Regulatory Requirement** means:

- (i) a provision of the Transaction Act, the Act, the Regulation, the Operator Licence, a condition of the Operator Licence, the Product Licence, these Conditions or the Rules; or
- (ii) any requirement, order, direction, determination, notice, consent, approval or other act or decision of the Minister, the Treasurer or any other person authorised to do any of those things under any of the Transaction Act, the Act, the Regulation, the Operator Licence, a condition of the Operator Licence, the Product Licence, these Conditions or the Rules;

**Related Body Corporate** has the meaning in the *Corporations Act 2001 (Cth)*;

**Releasee** has the meaning given in clause 1.3 of Part 2 of Schedule 1;

**Rules** means the rules in force under the Act in relation to Games of Set for Life and Games of Promotional Set for Life;

**Rules Amendment Application** has the meaning given in Condition 4(a);

**Second Drawing** means an additional drawing conducted as part of a Game of Set for Life in accordance with the Rules;

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

**extra numbers** has the meaning in the Rules;

**ticket** means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct subscription for a valid Entry in a Game of Set for Life, and which:

- (i) contains Entry details; and
- (ii) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including prize entitlement) of the ticket; and

may include other particulars as determined by the Product Licensee;

**Ticket Serial Number** means the verification code in the form of numbers and/or letters and/or bar codes which may be printed on tickets and which constitute the means by which the Product Licensee can determine after the issue of the ticket whether it is a valid ticket and also whether it has won a prize;

**Transaction Act** means the *NSW Lotteries (Authorised Transaction) Act 2009* (NSW);

**winning numbers** has the meaning in the Rules.

## PART 2

### 1.1 Interpretation

In these Conditions the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of these Conditions;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
  - (iii) a person includes its successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;
  - (v) a schedule or attachment is a reference to a schedule or attachment to these Conditions;
  - (vi) a law includes:
    - (A) any constitutional provision, treaty, decree, statute, regulation, by – law, ordinance or instrument;
    - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
    - (C) any judgment; and



- (D) any rule or principle of common law or equity,  
and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;
- (vii) where an act may be done with the approval, agreement or consent of another it may not be done until that approval, agreement or consent is received;
- (viii) an agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
- (ix) a monetary amount is in Australian dollars;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) in determining the time of day where relevant to these Conditions, the relevant time of day is:
  - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
  - (ii) for any other purpose, the time of day in the place where the party required to perform an obligation is located;
- (i) if there is any inconsistency between these Conditions and the schedules or attachments to these Conditions, the terms of these Conditions prevail;
- (j) any statement qualified by the expression the knowledge or awareness of the Product Licensee is deemed to include (and be limited to) an additional statement that it has been made after due and careful enquiry;
- (k) the giving of any approval or consent by the Minister does not constitute any representation or acknowledgement that the subject matter of the approval or consent complies with law.

## 1.2 Order of precedence

Nothing in these Conditions may be construed to have the effect of limiting the powers of the Minister under the Act nor of limiting the obligations of the Product Licensee under the Act. These Conditions must be construed to minimise inconsistency amongst Regulatory Requirements. Where compliance with one Regulatory Requirement is impossible or impracticable because of an inconsistency with another Regulatory Requirement, the Product Licensee must comply in the following descending order of precedence:

- (a) the Act;
- (b) the Regulation;
- (c) the Operator Licence;
- (d) the Conditions of the Operator Licence;
- (e) the Product Licence;
- (f) these Conditions; and

- (g) the Rules relating to the Product Licence.

### **1.3 No Liability**

- (a) To the extent permitted by law, neither the State of New South Wales nor any Public Sector Agency is liable to the Product Licensee nor any Related Body Corporate of the Product Licensee and no Product Licensee nor Related Body Corporate may pursue any remedy for or in connection with any act by the Minister under any Regulatory Requirement or the imposition by the Minister of any Regulatory Requirement. It is a Condition that the Product Licensee and each Related Body Corporate of the Product Licensee irrevocably and unconditionally releases the State of New South Wales and each Public Sector Agency (each a Releasee) from all suits, actions, causes of action, claims and demands whatsoever which any of them or any person claiming under or through them has or may have or might but for this release have against any Releasee and from all liability arising from or in connection with any act or omission by the Minister under any Regulatory Requirement or the imposition by the Minister of any Regulatory Requirement.
- (b) For the avoidance of doubt, clause 1.3(a) does not limit or restrict the rights of the Product Licensee nor any Related Body Corporate of the Product Licensee under clause 16 of the Framework and Covenant Deed which was entered into by, amongst others, the State and the Product Licensee on [insert date] 2010.

### **1.4 Costs of performance**

Where these Conditions contemplate or require that the Product Licensee undertake an act or fulfil an obligation or do any other thing whatsoever, the Product Licensee must bear the entire cost and expense of doing that act or complying with that obligation or doing that thing.

### **1.5 Waivers**

- (a) Waiver of any right, power, authority, discretion or remedy arising on default under these Conditions must be in writing and signed by the Minister.
- (b) A failure or delay in exercise, or partial exercise, of a right, power, authority, discretion or remedy created or arising on default under these Conditions does not result in a waiver of that right, power, authority, discretion or remedy.

### **1.6 Exercise of rights**

The Minister may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Minister does not prevent a further exercise of that right, power or remedy or an exercise for any other right, power or remedy. Failure by a Minister to exercise or delay in exercising a right, power or remedy does not prevent its exercise. The Minister is not liable for any loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising the right, power or remedy.

### **1.7 Directions, approvals and consents**

Any direction, consent, approval, agreement, determination, nomination or notification under these Conditions must be in writing. The Minister or Treasurer, as the case requires, may give conditionally or unconditionally or withhold such approval or consent in the Minister's or Treasurer's absolute discretion unless these Conditions expressly provide otherwise. By giving an approval or consent the Minister or the Treasurer, as the case requires, does not, and may not be taken to, make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or

approval. Neither the Minister nor the Treasurer need give reason for any decision or the exercise of any discretion under these Conditions unless these Conditions expressly provide otherwise.

## 1.8 Severability

If the whole or any part of a provision of the Product Licence or these Conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Product Licence and these Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Product Licence or these Conditions or is contrary to public policy.

## 1.9 Notices

### (a) Form

Unless expressly stated otherwise in these Conditions, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing signed by or on behalf of the Product Licensee or the Minister by an authorised person and must be marked for the attention of:

#### ***Product Licensee***

Address  
Fax number  
Email  
Attention

#### ***Minister***

Address  
Fax number  
Email  
Attention

### (b) Delivery

A notice must be:

- (i) left at the address set out or referred to in clause 1.9(a); or
- (ii) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in clause 1.9(a); or
- (iii) sent by fax to the fax number set out or referred to in clause 1.9(a); or
- (iv) sent by email to the email address set out or referred to in clause 1.9(a); or
- (v) given in any other way permitted by law.

However, if the intended recipient has notified a changed fax number, email or postal address then the communication must be to that number or address.

### (c) When effective

A notice takes effect from the time it is received unless a later time is specified.



(d) Receipt – post

If sent by post, it is taken to have been received three days after posting (or seven days after posting to or from a place outside Australia).

(e) Receipt – fax

If sent by fax, it is taken to have been received at the time shown in the transmission report as the time that the whole fax was sent.

(f) Receipt – email

If sent by email, it is taken to be received at the time recorded on the email server of the recipient as the time that the whole email was received.

(g) Receipt – general

Despite clauses 1.9(d), 1.9(e) and 1.9(f) above, if it is received after 5.00pm in the place of receipt or on a non-Business Day, it is taken to be received at 9.00am on the next Business Day.

### 1.10 No circumvention

The Product Licensee may not directly or indirectly do or omit to do anything which would prejudice its ability or capacity to comply with these Conditions or that would hinder, circumvent or frustrate the Product Licence or these Conditions or the doing of any act under them.

### 1.11 Survival

The provisions of these Conditions survive:

- (a) for the purpose of enforcement; and
- (b) insofar as the Condition provides, expressly or by implication, that it is intended to survive the expiry of, termination, revocation, cancellation, suspension or surrender of the Product Licence.

(n2019-2417)



## PUBLIC LOTTERIES ACT 1996

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

I, Natasha Mann, Executive Director of Liquor & Gaming NSW, pursuant to s.23 of the Public Lotteries Act 1996 (hereinafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Customer Service pursuant to section 81 of the Act, the Rules for the conduct of the Game of Set for Life and Promotional Set for Life by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from date of publication.

**Dated** this            09        day of            August            2019

**Natasha Mann**  
Executive Director, Liquor & Gaming NSW



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## **RULE 1            DEFINITIONS**

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

equipment of the Licensee for purposes associated with Games of Set For Life or Games of Promotional Set For Life;

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

- (xxii) "Game of Set For Life" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Set For Life;
- (xxiii) "Game of Promotional Set For Life" means a public lottery Conducted for the purpose of promoting a Game of Set For Life, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Set For Life; and
  - (2) no further Subscription or Commission is charged;
- (xxiv) "Game Panel" or "Set Panel" means:
- (1) a separate matrix on an Entry Coupon containing the Numbers from 1 to 37 in arithmetical sequence; or
  - (2) a single game on a Ticket and the Entry to which it relates.
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
  - (2) the Computer Linked Terminal;
  - (3) the central processing computer equipment;

to operate in the manner in which it is designed to operate;

- (xxviii) "Minister" means the Minister for the time being administering the Act;
- (xxix) "Set For Life" means the Game of Set For Life drawn, unless the Licensee determines otherwise, every day of each week;
- (xxx) "Multiple Weeks Exchange Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multiple Weeks Ticket to collect or to claim a Prize won in respect of that Multiple Weeks Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Weeks Ticket;
  - (3) where the Multiple Weeks Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Weeks Ticket surrendered;
  - (4) where the Multiple Weeks Exchange Ticket shall be considered the Multiple Weeks Ticket in respect of the remaining Drawings/s.

- (xxxi) "Multiple Weeks Ticket" means a Ticket issued in respect of a Multiple Weeks Entry;
- (xxxii) "Multiple Weeks Entry" means more than one (1) Weekly Entry that is valid in multiples of seven (7) consecutive Drawings ;
- (xxxiii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiv) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Set For Life and entries into Games of Promotional Set For Life;
- (xxxvi) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Set For Life under a corresponding law;
- (xxxvii) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and/or
  - (2) holds a valid Entry; and/or
  - (3) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Game of Promotional Set For Life and who holds, bears and submits a ticket in the Game of Promotional Set For Life to the Licensee or a Retailer for the purposes of receiving a Prize;
- (xxxviii) "Prize" means any Prize determined in accordance with Rule 10;
- (xxxix) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Set For Life as specified in Rule 10(a);
- (xl) "Prize Fund" means an account established under Section 27 of the Act and known as the Set For Life Prize Fund Account;
- (xli) "Prize Pool" has the meaning in Rule 10(a)(b);
- (xlii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 10(a)(c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;

- (xlili) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Set For Life and Games of Promotional Set For Life pursuant to Section 12 of the Act;
- (xliv) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xliv) "Provisional Prize" is a Prize in 1<sup>st</sup> Prize and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvi) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlvii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlviii) "Regulation" means a regulation made under the Act;
- (xlix) "Reseller" means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Set for Life and instructions with respect to a Game of Promotional Set for Life from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (l) "Retailer" means a person or agent appointed by the Licensee for purposes associated with Games of Set For Life and Games of Promotional Set For Life Conducted by the Licensee and includes a Reseller;
- (li) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lii) "Second Drawing" means an additional Drawing conducted as part of a Game of Set For Life in accordance with the Rules;
- (liii) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (liv) "Standard Entry or "Set" means the Entry referred to in Rule 7;
- (lv) "Subscription" means the amounts paid for Entries but does not include the following:
  - (1) Ancillary Fees; or
  - (2) Commission, unless the Act expressly provides otherwise;

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

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

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

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

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



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

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

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

**RULE 4            OBJECT**

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

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

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

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

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

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

(h) Where an Entry in a Game of Set For Life has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:

(i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Set For Life; and

(ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Game of Set For Life; then

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

(iii) be considered a Player as the case may be; and

(iv) be the holder of the Entry, as the case may be; and

(v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.

(i) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.

(j) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon or any other approved Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Game of Set for Life by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player using a Reseller to submit an Entry Coupon or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon, or any other approved Entry, the issue of any Ticket and the payment of any Prize.

(k) Neither the Licensee nor a Retailer shall be liable to a Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player. It shall be the sole responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.

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

**RULE 7                    COMMISSION AND ANCILLARY FEE**

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

## **RULE 8            STANDARD ENTRY**

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



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

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

*The Chief Executive Officer  
New South Wales Lotteries;*

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

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

- (j) Other than as provided for in Rule 6(e) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
  
- (k) Form of entry in a Game of Promotional Set For Life:
  - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Set For Life;
  
  - (ii) Without limiting Rule 9(k)(i), the form of entry in a Game of Promotional Set For Life may be any of the following (or combination of the following):
    - (1) part of a Ticket;
  
    - (2) any other ticket or document;
  
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  
  - (iii) If any entry in a Game of Promotional Set For Life is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Set For Life:
    - (1) constitutes the Player's official receipt;
  
    - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
  
    - (3) is to be the only document issued by the Licensee or its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Set For Life.

## **RULE 10            PRIZES**

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

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

- (i) A Prize of an amount equal to 0.0% of the Prize Pool plus the amount set out below from the Prize Reserve Fund shall be payable in respect of any Entry which contains all eight (8) Winning Numbers. Such amount shall be paid from monies held in the Prize Reserve Fund as follows:
  - (1) If there are no more than four (4) 1<sup>st</sup> Prize winners - the maximum total sum of \$19,200,000 but not exceeding \$4,800,000 for each 1<sup>st</sup> Prize winner will be paid by equal monthly instalments of \$20,000.00 per month for 20 years to each 1<sup>st</sup> Prize winner; or

- (2) If there are more than four (4) 1<sup>st</sup> Prize winners, the maximum total sum of \$19,200,000 will be shared equally among those 1<sup>st</sup> Prize winners and paid by equal monthly instalments (subject to rounding up to the nearest sum containing a one (1) cent multiple) for 20 years;
- (ii) 1st Prizes will be paid by 240 equal monthly instalments to each 1st Prize winner with the first instalment being paid by the lottery operator as soon as practicable after 14 days following the Drawing and with each subsequent instalment being paid on the 15th day of each subsequent month until all instalments have been paid.
- (iii) If no 1st Prize is payable in respect of any Entry, the amount of such Prizes shall be retained in the Prize Reserve Fund.

2<sup>nd</sup> Prize -

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

3<sup>rd</sup> Prize -

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

4<sup>th</sup> Prize -

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

5<sup>th</sup> Prize -

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

6<sup>th</sup> Prize -

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

7<sup>th</sup> Prize -

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

8<sup>th</sup> Prize -

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

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

(i) Second Drawing

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

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

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

- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or
- (iii) Prizes paid pursuant to Rule 10(i);

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

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

- (i) The Prizes payable in a Game of Promotional Set For Life may consist of one or more of the following:
  - (1) money;
  - (2) holidays;
  - (3) travel;
  - (4) accommodation;

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

## **RULE 11           ANNOUNCEMENT OF PRIZES**

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

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

- (a) In relation to a Game of Set For Life:
  - (i) Other than as provided for Registered Players, any 1<sup>st</sup> Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 12(n) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 12(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a 1<sup>st</sup> Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize in accordance with Rule 12(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 12(d) hereof.
- (d) A Provisional Prize or share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, other than 1st Prizes which are only payable by electronic funds transfer.
- (e) The right of a 1<sup>st</sup> Prize winner to receive an instalment of any Prize, including the 1<sup>st</sup> Prize, is not transferable or assignable.
- (f) If the winner of a 1<sup>st</sup> Prize receives one or more instalments of the 1<sup>st</sup> Prize and then fails to update his or her personal details and/or his or her nominated bank account details resulting in an instalment of the prize being unpaid to such winner then the relevant unpaid instalment of the prize will remain payable to such winner.
- (g) For Registered Players, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the Prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer. Prizes not so claimed will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account after a period of time determined by the Chief Executive Officer.
- (h) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date.
- (i) Subject to Rule 12(a), Rule 12(b), Rule 12(c), Rule 12(d), Rule 12(g) and Rule 12(h) above, a Player being eligible for a Prize on a Multiple Weeks Ticket may claim or collect that Prize



and be issued with a Multiple Weeks Exchange Ticket for any subsequent valid Drawings. For Registered Players, any unclaimed Multiple Weeks Ticket Prizes will not be paid until after the last Drawing on the winning Ticket;

(j) A Prize not paid by a Retailer in accordance with Rule 12(h) will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.

(k) A:

(i) Registered Player who claims to be entitled to a 1<sup>st</sup> Prize pursuant to Rule 12(b) and who has not been notified within five (5) days in accordance with Rule 12(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or

(ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

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

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

(l) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 12(k) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.

(m) A:

(i) Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or

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

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

(n) The particulars required in accordance with the provisions of Rule 12(a), Rule 12(b), Rule 12(k) and Rule 12(m), are:

- (i) the name and address of the Player ;
  - (ii) the Ticket Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's registration number if a Registered Player;
  - (v) the winning Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires.
- (o) Notwithstanding the provisions of this Rule 12, if an Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize or share of a Prize as is being paid to winning Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer.
- (p) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish the winning Ticket together with such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement must be proved to the satisfaction of the Chief Executive Officer notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in Rule 1(a)(xxxvii) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement. Any determination made the Chief Executive Officer in such circumstances shall be final and binding.
- (q) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (r) Subject to Rule 12(k), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.
- (s) The payment of a Prize or share of a Prize to any Player who is known to have died before receiving any or all of the monthly Instalments shall be paid in a single lump sum to the deceased winner's estate, subject to the provision of documentation acceptable to the Chief Executive Officer.
- (t) Subject to Section 27 of the Act and Rule 12(f), all unclaimed shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (u) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (v) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:

- (i) by hand upon any conditions that the Chief Executive Officer may determine;
- (ii) by post whether certified, registered, or ordinary post; or
- (iii) as otherwise directed in writing by the Player.

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

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

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

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

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

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

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

- (aa) Any Prize or share of a Prize to be paid in accordance with Rule 10(i) or Rule 10(k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (bb) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.

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

## **RULE 13          DISQUALIFICATIONS**

(a) Notwithstanding that:

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

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

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

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

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

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

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

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

## **RULE 14            LIMITATION OF LIABILITY**

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

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

- (h) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Set For Life, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 14(h), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 15(a) to 15(j) inclusive as those protected by said Rules.



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

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

## SCHEDULE

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

### SELLING FEES PAYABLE FOR SET FOR LIFE

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

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

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

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