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Anti-Discrimination Act 1977

EXEMPTION ORDER

Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW), an exemption is given from sections 8 and 51 of the *Anti-Discrimination Act 1977* (NSW) to the Blue Mountains City Council to designate and recruit one traineeship position per year for an Aboriginal or Torres Strait Islander person only.

This exemption will remain in force for 10 years.



Dated this 13th day of January 2022

Jackie Lyne
Manager, Governance & Advice
Delegate of the President
Anti-Discrimination NSW

Anti-Discrimination Act 1977

EXEMPTION ORDER

Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW), an exemption is given from sections 8 and 51 of the *Anti-Discrimination Act 1977* (NSW) to Community Service Central Coast to advertise, designate and recruit three traineeship positions for Aboriginal or Torres Strait Islander persons only.

This exemption will remain in force for 3 years.



Dated this 13th day of January 2022

Jackie Lyne
Manager, Governance & Advice
Delegate of the President
Anti-Discrimination NSW

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of Section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to assign the name:

Lorraine Taylor Reserve for a reserve located on the corner of Athena Avenue and Hayle Street, in the suburb of St Ives, Ku-ring-gai LGA.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can be viewed and submissions lodged on the Geographical Names Board website at www.gnb.nsw.gov.au from 20 January to 20 February 2022. Alternatively, written submissions may be mailed to the Secretary, Geographical Names Board, 346 Panorama Ave, Bathurst, NSW 2795.

In accordance with Section 9 of the *Geographical Names Act 1966*, all submissions lodged may be subject to a Government Information (Public Access) application and may be viewed by a third party to assist the Board in considering this proposal.

THOMAS GRINTER
A/Chair

Geographical Names Board
346 Panorama Ave
BATHURST NSW 2795

Resumption of Jury Trials and in person appearances in Judge Alone Trials

1. This Practice Note revises District Court Criminal Practice Note 23, which commenced on 21 October 2021.

Commencement

2. This Practice Note commences on 12 January 2022.

Review

3. This Practice Note will continue to be reviewed as may be necessary.

Introduction

4. The commencement of new jury trials at the Court venues identified in paragraph 11 were temporarily suspended due to COVID-19. With the easing of restrictions under Public Health Orders and increased vaccination rates, the temporary suspension of jury trials at these venues was lifted on 25 October 2021.
5. The steps that the Court took to enable the return of jury trials in a way that was in the interests of the health and wellbeing of all court participants built on the measures implemented in 2020 which included the enlargement of jury rooms, the hiring of external facilities for jury deliberation and empanelment, 4m² physical distancing, juries in the round, individualised meals for jurors and mandatory face mask wearing for all court participants.
6. The additional steps that the Court has taken to facilitate the safe resumption of jury trials include:
 - a. all jurors being vaccinated against COVID-19; and
 - b. all court participants undergoing rapid antigen screening (RAS) prior to the commencement of the trial and on every second day of the trial or as otherwise required by the Sheriff of NSW.
7. In person appearances continue to only be allowed for new jury trials from 25 October 2021. All other matters in the Court will continue to be conducted by use of the virtual courtroom, subject to any leave granted by application to the trial Judge in judge alone trials. An application for leave to appear in a judge alone trial must be made in accordance with paragraphs 53 to 55 below. In sentencing matters, the sentencing Judge may advise the parties if in person appearance is required.

The Expectation of the Court

8. To enable the safe resumption of jury trials, the Court strongly encourages legal practitioners to be vaccinated. The Court encourages the Directors of Public Prosecutions (State and Commonwealth), the Senior Public Defender, and Legal Aid NSW to ensure that counsel and instructing solicitors are vaccinated.
9. The Court encourages the NSW Bar Association and the Law Society of New South Wales to support the vaccination of their members who appear in the Court.

Definitions

10. In this Practice Note:

“counsel” includes a solicitor advocate.

“Court” means the District Court of NSW sitting at the court venues identified in paragraph 11. Court venues may be added pursuant to paragraph 12.

“court participants” includes judges, associates, counsel representing the Crown (both State and Commonwealth), counsel representing an accused person, solicitors, an accused person, Sheriff’s officers, Corrective Services Officers, court officers, witnesses who appear in person (not by audio-visual link), interpreters, RSB court reporters, sound reporters and third party contractors, ODPP Witness Assistance Officers, other persons providing witness support and jurors.

“COVID-19 certificate” includes any NSW Government approved proof of vaccination or exemption.

“List Judge” includes the circuit Judge for a circuit sittings.

“Readiness Hearing” means a hearing to ascertain the readiness of the parties to proceed on the allocated trial date.

“pre-trial callover” includes a pre-trial callover conducted by a circuit Judge.

“vaccinated” means that a person:

- a. has had 2 doses of a COVID-19 vaccine, as defined under NSW Public Health Orders, or
- b. has had 1 dose of a COVID-19 vaccine, as defined under NSW Public Health Orders, for which a single dose is a complete course, or
- c. is taken to be a “fully vaccinated person” pursuant to NSW Public Health Orders.

Application

11. This Practice Note applies to the resumption of jury trials at:

- a. The Downing Centre;
- b. John Maddison Tower;
- c. Armidale;
- d. Campbelltown;
- e. Dubbo;
- f. Gosford;
- g. Goulburn;
- h. Grafton;
- i. Katoomba;
- j. Newcastle;
- k. Nowra;
- l. Parramatta;
- m. Penrith;
- n. Tamworth;
- o. Wollongong;
- p. Queanbeyan; and
- q. Any other venue directed by the Chief Judge.

12. Risk assessments will be conducted by the Sheriff of NSW and the application of this Practice Note may be extended to other Court venues.

Readiness Hearings

13. This Practice Note supplements District Court Criminal [Practice Notes 18 and 19](#).

14. The parties must strictly comply with case management orders made at Readiness Hearings.

Jury Panels

15. The Sheriff of NSW will ensure that all members of the jury panels for trials in the Court are vaccinated, consent to undergoing RAS as required and have undergone RAS.

Pre-Trial Callovers

16. This Practice Note emphasises the importance of pre-trial callovers. For trials listed for hearing at the Downing Centre, a pre-trial callover is heard by the List Judge in Court 3.1 on the Thursday the week before the trial date. In other Courts, the pre-trial callover is heard at the time directed by the Senior Judge.

Obligation to Ensure Accuracy

17. The party calling a witness is obliged to ensure that the information provided to the Court in either Forms A, B or C is accurate. When a witness is stated to be vaccinated, the party calling the witness must sight his or her COVID-19 certificate before the relevant form is completed.

Vaccination Status

18. The Court acknowledges that any court participant has the right to decline to provide his or her vaccination status.
19. The consequences of declining to provide a court participant's vaccination status may vary and will depend upon whether the court participant consents to RAS (see paragraphs 23 to 55 below).
20. The provision of vaccination status will assist the Court to manage the risk of COVID-19 and facilitate the safety of all court participants under the *Court Security Act 2005* (NSW), the *Work Health and Safety Act 2011* (NSW) and NSW Public Health Orders.
21. The trial Judge will direct that Forms A to G hereof are to be destroyed at the end of the trial.
22. The Court also brings to the attention of court participants the Department of Communities and Justice's "Collection Notice Health Records DC Trials" published on the Court's [website](#).

Prior to the Pre-Trial Callover

Prosecution Witnesses

23. The Crown is to file a list of witnesses that the Crown intends to call at trial, no later than two days prior to the pre-trial callover. A list of witnesses with their vaccination status, preferred mode of attendance, and whether they consent to

RAS should be filed by Form A annexed. This form may be signed by the instructing solicitor.

24. Where a Crown witness declines to provide their vaccination status or evidence of such, or does not consent to RAS, an application may be made pursuant to s 5B(1) of the *Evidence (Audio and Audio Visual Links) Act 1998* (NSW) (the Act) seeking a direction that the witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
25. Such application is to be made and determined by the trial Judge at the commencement of the trial and before a jury is empanelled.
26. Alternatively, pursuant to s 5B(1) of the Act, the Court, on its own motion, may direct that a witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
27. Such a direction will be made by the trial Judge at the commencement of the trial and before empanelling the jury.

Defence Expert and Alibi Witnesses

28. The Defence is to file a list of expert and/or alibi witnesses that are to be called in the trial, no later than two days prior to the pre-trial callover. A list of witnesses with their vaccination status, preferred mode of attendance, and whether they consent to RAS should be filed by Form B annexed. This form may be signed by the instructing solicitor.
29. Where a Defence expert and/or alibi witness declines to provide their vaccination status or evidence of such, or does not consent to RAS, an application may be made pursuant to s 5B(1) of the Act seeking a direction that the witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
30. Such application is to be made and determined by the trial Judge at the commencement of the trial and before a jury is empanelled.
31. Alternatively, pursuant to s 5B(1) of the Act, the Court, on its own motion, may direct that a witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
32. Such a direction will be made by the trial Judge at the commencement of the trial and before empanelling the jury.

At the Pre-Trial Callover

33. Pre-trial callovers will continue to be conducted remotely until further order of the Court.
34. At the pre-trial callover, counsel appearing for the Crown and counsel appearing for the accused person must:
- a. clearly identify all pre-trial issues;
 - b. inform the Court of all pre-trial issues that are to be determined and the estimated length of the pre-trial hearing;
 - c. provide either Forms D or E, as applicable, electronically to the List Judge or Senior Judge disclosing the vaccination status of counsel and instructing solicitors and whether counsel and instructing solicitors consent to undergo RAS, as required. This form may be signed by the instructing solicitor;
 - d. inform the Court whether there is any change to the information provided to the Court in accordance with paragraphs 23 and 28 of this Practice Note and to provide the Court with any further information that may be required; and
 - e. confirm that all proposed exhibits consented to be tendered have been prepared into a tender bundle with the appropriate number of copies ready to be brought into the Court on the trial date.
35. At the pre-trial callover, counsel appearing for the accused person must:
- a. Where the accused person is not in custody: provide Form F electronically to the List Judge or Senior Judge disclosing the accused person's vaccination status and whether he or she consents to undergo RAS. This form may be signed by the instructing solicitor on advice received from the accused person; or
 - b. Where the accused person is in custody: provide Form G electronically to the List Judge or Senior Judge disclosing the accused person's vaccination status. This form may be signed by the instructing solicitor on advice received from the accused person.

Arrangements for RAS

Counsel and Solicitors

36. Counsel and solicitors must make themselves known to the Sheriff's officer or RAS clinic staff so that arrangements might be made for priority testing. Counsel and solicitors will be required to undergo RAS in accordance with paragraph 6(b).

Witnesses

37. The party calling a witness whose evidence is to be given in person must arrange with the Sheriff's officer or RAS clinic staff a suitable time for the witness to undergo RAS. Parties must make allowance for RAS to be conducted within an appropriate time prior to the witness being called.

Accused Person not in Custody

38. An accused person who is not in custody is to be accompanied by his or her counsel or instructing solicitor for RAS in accordance with paragraph 6(b).

Accused Person in Custody

39. The Chief Judge of the Court has made a direction in all jury trials that where an accused person is in custody, the accused person is to undergo RAS conducted by Corrective Services NSW every two days during the trial prior to being transported to the Court.

Exemptions or Medical Clearance

40. Any exemption or medical clearance under NSW Public Health Orders must be in accordance with current legislation.
41. Where an exemption or medical clearance applies, evidence is required to be carried at all times and must be presented to the Sheriff's officers and/or legal representatives complying with this Practice Note. This evidence is to be shown by a COVID-19 certificate or as prescribed under current NSW Public Health Orders.

Failure to Consent to RAS or Decline to Provide Vaccination Status

42. Where counsel and/or solicitors decline to provide their vaccination status or evidence of such, or do not consent to RAS, the trial may be vacated and relisted on a later date. In determining whether the trial will be vacated, the Court will have regard to:
- a. the interests of justice;
 - b. whether RAS is consented to;
 - c. the vaccination status of counsel and/or solicitors who do not consent to RAS;
 - d. the public health risk posed by the COVID-19 pandemic;
 - e. the efficient use of available judicial and administrative resources;
 - f. whether counsel and/or solicitors may appear by the use of the virtual courtroom;

- g. any relevant matter raised by a party to the proceedings; and
 - h. any other matter that the Court considers relevant.
43. Where an accused person declines to provide their vaccination status or evidence of such, or does not consent to RAS, the Court may vacate the trial or, on its own motion or with the consent of the parties to the proceedings, may make a direction that the accused person appear before the Court by audio-visual link from any place within or outside New South Wales, subject to any bail arrangement. The parties will have an opportunity to make submissions to the Court as to whether such a direction should be made. In making such a determination, the Court will have regard to:
- a. the interests of justice;
 - b. the accused person's vaccination status, where provided;
 - c. whether RAS is consented to in respect of an accused person who is not in custody;
 - d. ss 22C(6) and 22C(7) of the Act in respect of an accused person who is not in custody;
 - e. ss 5BA(6) to (8) and 5BC of the Act in respect of an accused person who is in custody;
 - f. the public health risk posed by the COVID-19 pandemic when determining the interests of justice in s 5BA(6) of the Act concerning an accused person in custody; and
 - g. any other matter that the Court considers relevant.

Empanelment of Juries

44. To enhance COVID-19 safety, the empanelment of juries may be staggered and empanelment times allocated by the List Judge or Senior Judge.
45. The jury will not be empanelled until all pre-trial issues have been determined.
46. The trial Judge is to inform the jury manager of the relevant Court when all pre-trial issues are determined.

Trial

47. At trial, face mask wearing is mandatory for all court participants. This requirement is waived:
- a. when a court participant is addressing the Court or giving evidence;

- b. when any court participant is required to remove his or her face mask for purposes of in-court identification and for purposes of briefly allowing the jury to see the court participant's face by way of introducing the person to the jury;
 - c. where a court participant is unable to wear a face mask for medical reasons, which must be established by a medical certificate; or
 - d. where there is a reason that the Court considers relevant.
48. With respect to any witnesses to be called in the Defence case, other than witnesses required to be disclosed at the pre-trial callover pursuant to paragraph 28, the Defence is to notify the Court of their vaccination status, preferred mode of attendance, and whether they consent to RAS after the close of the Crown case and prior to the witness being called during the trial. This information should be handed to the trial Judge in Form C annexed. This form may be signed by the instructing solicitor.
49. Where a Defence witness does not consent to RAS, an application may be made pursuant to s 5B(1) of the Act seeking a direction that the witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
50. Alternatively, pursuant to s 5B(1) of the Act, the Court, on its own motion, may direct that a witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.

Accused Person who is Self-Represented in Jury Trials

51. Where an accused person is self-represented, he or she should endeavour to comply with the provisions of this Practice Note.
52. Where a self-represented accused person is able to satisfy the trial Judge or List Judge that he or she is vaccinated and consents to RAS, the self-represented accused person should be permitted to appear in person. Paragraph 43 otherwise applies.

Applications for Leave – Judge Alone Trials

53. Leave will not be granted to any person to attend the Court in person unless the trial Judge is satisfied that he or she is vaccinated.
54. Solicitors for the parties must enquire as to the vaccination status of all their proposed court participants and provide that information to the trial Judge. When a witness is stated to be vaccinated, the obligation to ensure the accuracy of that statement applies in accordance with paragraph 17 above.


55. All court participants are required to undergo RAS prior to the commencement of the trial and on every second day of the trial or as otherwise required by the Sheriff of NSW.

Open Justice

56. The Court remains committed to the principles of open justice. However, the risk of COVID-19 requires the Court to limit the persons who may attend a trial in person.

57. Members of the public may not attend court in person. Should a member of the public wish to view a trial, attendance will be permitted by use of the virtual courtroom. The link to the virtual courtroom may be provided on request made by email to the trial Judge's associate. All such requests will be subject to orders made by the trial Judge concerning the conduct of the trial. A list of associate contact details is available on the Court's [website](#).

58. A member of the media may not attend Court in person. Should a member of the media wish to view a trial, attendance will be permitted by use of the virtual courtroom. The link to the virtual courtroom may be provided on request made by email to the Court's media liaison officer (mediadistrictcourt@justice.nsw.gov.au). All such requests will be subject to orders made by the Trial Judge concerning the conduct of the trial.



The Honourable Justice D Price AO
Chief Judge of the District Court
19 January 2022

Amendment History:

21 October 2021: This Practice Note revises former Practice Note 23, which commenced on 13 October 2021.

26 October 2021: This Practice Note was updated by adding additional venues to its application.

12 January 2022: This Practice Note revises former Practice Note 23, which commenced on 21 October 2021.



Form A – Crown witnesses

MATTER DETAILS

Case Name: Regina v

Case Number:

Crown legal representative:

Name	Vaccination Status (if disclosed)	Preferred Mode of Attendance		Consent to RAS	
		In Person	AVL	Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form B – Defence expert and/or alibi witnesses

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Name	Vaccination Status (if disclosed)	Preferred Mode of Attendance		Consent to RAS	
		In Person	AVL	Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form C – Defence witnesses (other)

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Name	Vaccination Status (if disclosed)	Preferred Mode of Attendance		Consent to RAS	
		In Person	AVL	Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form D – Crown counsel and solicitors

MATTER DETAILS

Case Name: Regina v

Case Number:

Name	Counsel / Solicitor	Vaccination Status (if disclosed)	Consent to RAS	
			Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form E – Defence counsel and solicitors

MATTER DETAILS

Case Name: Regina v

Case Number:

Name	Counsel / Solicitor	Vaccination Status (if disclosed)	Consent to RAS	
			Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form F – Accused person not in custody

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Barrister briefed to appear at trial:

Bail status of the accused
person:

UNDERTAKING

- 1 I, _____, am the instructing solicitor for
the accused person, _____.
- 2 I confirm that I am advised by the accused person that:
 - a HIS / HER vaccination status is _____; or
 - b HE / SHE declines to disclose their vaccination status.
- 3 HE / SHE DOES / DOES NOT consent to rapid antigen screening.

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form G – Accused person in custody

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Barrister briefed to appear at trial:

Bail status of the accused
person:

UNDERTAKING

- 1 I, _____, am the instructing solicitor for
the accused person, _____.
- 2 I confirm that I am advised by the accused person that:
 - a HIS / HER vaccination status is _____; or
 - b HE / SHE declines to disclose their vaccination status.

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:

PUBLIC LOTTERIES ACT 1996

OZ LOTTO RULES

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Oz Lotto and Promotional Oz Lotto. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 11 May 2022.

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

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

- (xxiii) "Game Panel" means:
- (1) a separate matrix in relation to an Entry Coupon containing the Numbers from 1 to 47 in arithmetical sequence; or
 - (2) a single game on a Ticket and the Entry to which it relates;
- (xxiv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxv) "Jackpot Drawing" means the next Drawing of a Game of Oz Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of a Game of Oz Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12(i) Division 1(i);
- (xxvi) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
 - (2) the Computer Linked Terminal;
 - (3) the central processing computer equipment;
- to operate in the manner in which it is designed to operate;
- (xxviii) "Minister" means the Minister for the time being administering the Act;
- (xxix) "Multiple Draws Entry" means an Entry that is valid for more than one Drawing;
- (xxx) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
 - (2) who surrenders a Syndicate Share Ticket that contains more than one product to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
 - (3) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
 - (4) where the Multiple Draws Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered;
 - (5) where the Multiple Draws Exchange Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s;
- (xxxi) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxxii) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Oz Lotto and entries into Games of Promotional Oz Lotto;

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

player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;

- (xlix) "Regulation" means a regulation made under the Act;
- (l) "Reseller" means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game of Oz Lotto and instructions with respect to a Game of Promotional Oz Lotto from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;
- (li) "Retailer" means a person or agent appointed by the Licensee for purposes associated with Games of Oz Lotto and Games of Promotional Oz Lotto Conducted by the Licensee and includes a Reseller;
- (lii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (liii) "Second Drawing" means an additional Drawing Conducted as part of a Game of Oz Lotto in accordance with the Rules;
- (liv) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (lv) "Standard Entry" means an entry referred to in Rule 8;
- (lvi) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lvii) "Supplementary Numbers" in relation to a Game of Oz Lotto means the eighth, ninth and tenth Numbers drawn for each game;
- (lviii) "Syndicate Entry" is an arrangement under which a type of Entry or combination of types of Entries, in the Game of Oz Lotto or other products is divided into a number of equal shares;
- (lix) "Syndicate Organiser" is a person referred to in Rule 10;
- (lx) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; andincludes a person who has validly entered a Game of Promotional Oz Lotto and who holds, bears and submits a ticket in the Game of Promotional Oz Lotto to the Licensee or a Retailer for the purposes of receiving a Prize;
- (lxi) "Syndicate Share" means a share of a Syndicate Entry;
- (lxii) "Syndicate Share Fee" means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;

- (lxiii) "System Entry" means an Entry referred to in Rule 9;
 - (lxiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game of Oz Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game of Oz Lotto, and which:
 - (1) contains Entry or Syndicate Share details; and
 - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
 - (lxv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket and which constitute official verification of the valid issue of a Ticket in a particular Game of Oz Lotto;
 - (lxvi) "Winning Numbers" in relation to a Game of Oz Lotto (including a Second Drawing) means the first seven Numbers drawn for each Drawing of a Game of Oz Lotto.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

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

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

Player enters the Game of Promotional Oz Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.

- (m) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Oz Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Oz Lotto.
- (n) A ticket in a Game of Promotional Oz Lotto may include one or more Prizes to be won on the same ticket.
- (o) A Game of Promotional Oz Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

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

RULE 4 OBJECT

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

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF OZ LOTTO

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

- (b) Any Ticket issued shall be subject to Rule 6 hereof.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Coupon may be used by a Player to enter a Game of Oz Lotto by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. A Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved entry (including Automatic Entry) or Syndicate Share made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6(e) below acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Retailer. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player or Syndicate Player.
- (d) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 15 the following apply –
 - (i) A Player or Syndicate Player may return a Ticket and request that the Ticket and the Entry or Syndicate Share to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry or Syndicate Share to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
 - (ii) A Retailer who has sold an Entry or Syndicate Share into a Game of Lotto may cancel the Entry or the Syndicate Share and the Ticket to which it relates.
 - (iii) A Ticket and the Entry or Syndicate Share to which it relates may (at the Licensee's absolute discretion) be voided or cancelled by the Licensee prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry or Syndicate Share to which it relates.
- (f) Where an Entry or Syndicate Share and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player or Syndicate Player shall be refunded the Selling Fee, or Syndicate Share Fee, as the case may be, paid in respect of such Entry or Syndicate Share.
- (g) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by a Retailer or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to ensure that the correct Ticket has been cancelled and to inform the Retailer or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Retailer nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee, of the error in the cancellation of a Ticket.

(h) Where an Entry or Syndicate Share in a Game of Oz Lotto has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:

- (i) no Selling Fee or Syndicate Share Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Oz Lotto; and
- (ii) the Retailer has failed to cancel the Entry or Syndicate Share before the Close of Acceptance of Entries in respect of that Game of Oz Lotto; then

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

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

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission in the amounts specified in Schedules 1 and 2. By entering a Game of Oz Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Oz Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share.

- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 STANDARD ENTRY

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

RULE 9 SYSTEM ENTRY

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

RULE 10 SYNDICATE ENTRY

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

- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.
- (i) A Syndicate Share may not be purchased by post from the Licensee.

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Oz Lotto or a Game of Promotional Oz Lotto.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to a Retailer or to the Licensee in respect of an Entry or Syndicate Share.
- (e) The form of payment of the Selling Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f) Where a player requests anonymity in respect of a Prize, the Player should clearly indicate such by:
- (i) appropriately marking a Prize claim form (or, for Players who wish to become a Registered Player, completing the relevant application form); or
 - (ii) applying in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication; and
 - (iii) addressing all correspondence to the Chief Executive Officer in accordance with Rule 11(f)(ii) to:

The Chief Executive Officer
New South Wales Lotteries;

Email to: Customersupport@nswlotteries.com.au; or
Mail to: *Locked Bag 1, Spring Hill QLD 4004*

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

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

RULE 12 PRIZES

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

Division 1 -

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

Division 2 -

A Prize of an amount equal to 2.2% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains six (6) but not more than six (6) of the seven (7) Winning Numbers together with at least one of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 2.6% of the Prize Pool, or where there is no Prize winner in Division 2, 4.8% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which, contains six (6) but no more than six (6) of the seven (7) Winning Numbers.

Division 4 -

A Prize of an amount equal to 2% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, contains five (5) but not more than five (5) of the seven (7) Winning Numbers together with at least one of the Supplementary Numbers.

Division 5 -

A Prize of an amount equal to 1.6% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the seven (7) Winning Numbers.

Division 6 -

A Prize of an amount equal to 19.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the seven (7) Winning Numbers.

Division 7 -

A Prize of an amount equal to 31.8% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the seven (7) Winning Numbers together with at least one of the Supplementary Numbers.

(j) Second Drawing

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

- (i) the Second Drawing shall be Conducted following the Drawing of the Oz Lotto Game;
- (ii) an Entry or Syndicate Entry made in respect of a Game of Oz Lotto shall be automatically entered into the Second Drawing in respect of that Game of Oz Lotto and such Entry or Syndicate Entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry or Syndicate Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers;

- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer;
 - (v) the Second Drawing shall not involve the Drawing of any Supplementary Numbers; and
 - (vi) the Second Drawing shall not constitute a separate Game of Oz Lotto but shall be part of the normal weekly Game of Oz Lotto.
- (k) A Game of Oz Lotto may include:
- (i) an additional Prize or Prizes; and/or
 - (ii) Prizes paid on special occasions; and/or
 - (iii) Prizes paid pursuant to Rule 12(i)
- Any such Prize or Prizes may be paid in monetary terms or in kind.
- (l) Prizes in a Game of Promotional Oz Lotto
- (i) The Prizes payable in a Game of Promotional Oz Lotto may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
 - (6) Entries in a Game of Oz Lotto or another lottery Conducted by the Licensee; and
 - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
 - (ii) A Prize in a Game of Promotional Oz Lotto must not consist of or include tobacco.
 - (iii) A Prize in a Game of Promotional Oz Lotto must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (m) Determination of Prizes in a Game of Promotional Oz Lotto
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Oz Lotto.
 - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Oz Lotto Conducted by it.
 - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Oz Lotto, including (but not limited to) the following:
 - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;

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

RULE 13 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Oz Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the Winning Numbers and the Supplementary Numbers;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
 - (iv) the value of each Prize Division and the number of Prize Winners in each Prize Division.

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

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

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

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

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

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

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

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

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

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

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

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

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

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

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

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

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

*Administration
New South Wales Lotteries
Locked Bag 7000
Granville NSW 2142*

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

- (z) Any Prize or share of a Prize to be paid in accordance with Rule 12(i) or Rule 12(k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (aa) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (bb) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (cc) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (dd) Payment of Prizes in a Game of Promotional Oz Lotto
- (i) A Prize is not payable in a Game of Promotional Oz Lotto unless:

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

RULE 15 DISQUALIFICATIONS

(a) Notwithstanding that:

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

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

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

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

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

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

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

- (i) in the case of a Division 1 Prize, the provisions of Rule 12(i)(ii) will apply;
- (ii) in the case of a Division 2, Division 3, Division 4, Division 5, Division 6 and Division 7 Prize, the value of Prizes and numbers of Prize winners will be varied in accordance with Rule 12(i).

RULE 16 LIMITATION OF LIABILITY

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

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

- (j) Notwithstanding the provisions of Rule 16(h), in the acceptance of Commission in respect of an Entry by a Retailer, on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player and in the acceptance by an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.

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

RULE 17 EFFECTIVE DATE

- (a) The Oz Lotto Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded.

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

RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL OZ LOTTO

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

SCHEDULE 1

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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
1 Game	1	\$1.45	\$1.30	\$0.15
2 Games	2	\$2.85	\$2.60	\$0.25
3 Games	3	\$4.30	\$3.90	\$0.40
4 Games	4	\$5.80	\$5.20	\$0.60
5 Games	5	\$7.15	\$6.50	\$0.65
6 Games	6	\$8.60	\$7.80	\$0.80
7 Games	7	\$10.05	\$9.10	\$0.95
8 Games	8	\$11.45	\$10.40	\$1.05
9 Games	9	\$12.90	\$11.70	\$1.20
10 Games	10	\$14.40	\$13.00	\$1.40
11 Games	11	\$15.75	\$14.30	\$1.45
12 Games	12	\$17.20	\$15.60	\$1.60
13 Games	13	\$18.65	\$16.90	\$1.75
14 Games	14	\$20.10	\$18.20	\$1.90
15 Games	15	\$21.50	\$19.50	\$2.00
16 Games	16	\$22.95	\$20.80	\$2.15
17 Games	17	\$24.40	\$22.10	\$2.30
18 Games	18	\$25.80	\$23.40	\$2.40
19 Games	19	\$27.25	\$24.70	\$2.55
20 Games	20	\$28.70	\$26.00	\$2.70
21 Games	21	\$30.10	\$27.30	\$2.80
22 Games	22	\$31.55	\$28.60	\$2.95
23 Games	23	\$33.00	\$29.90	\$3.10
24 Games	24	\$34.40	\$31.20	\$3.20
25 Games	25	\$35.90	\$32.50	\$3.40
26 Games	26	\$37.30	\$33.80	\$3.50
27 Games	27	\$38.70	\$35.10	\$3.60
28 Games	28	\$40.15	\$36.40	\$3.75
29 Games	29	\$41.60	\$37.70	\$3.90
30 Games	30	\$43.00	\$39.00	\$4.00
31 Games	31	\$44.45	\$40.30	\$4.15
32 Games	32	\$45.90	\$41.60	\$4.30
33 Games	33	\$47.30	\$42.90	\$4.40
34 Games	34	\$48.75	\$44.20	\$4.55

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
35 Games	35	\$50.20	\$45.50	\$4.70
36 Games	36	\$51.60	\$46.80	\$4.80
37 Games	37	\$53.05	\$48.10	\$4.95
38 Games	38	\$54.50	\$49.40	\$5.10
39 Games	39	\$55.90	\$50.70	\$5.20
40 Games	40	\$57.35	\$52.00	\$5.35
41 Games	41	\$58.80	\$53.30	\$5.50
42 Games	42	\$60.20	\$54.60	\$5.60
43 Games	43	\$61.65	\$55.90	\$5.75
44 Games	44	\$63.10	\$57.20	\$5.90
45 Games	45	\$64.55	\$58.50	\$6.05
46 Games	46	\$65.95	\$59.80	\$6.15
47 Games	47	\$67.40	\$61.10	\$6.30
48 Games	48	\$68.85	\$62.40	\$6.45
49 Games	49	\$70.25	\$63.70	\$6.55
50 Games	50	\$71.70	\$65.00	\$6.70
Pick 5	861	\$1,234.60	\$1,119.30	\$115.30
Pick 6	41	\$58.80	\$53.30	\$5.50
System 8	8	\$11.45	\$10.40	\$1.05
System 9	36	\$51.60	\$46.80	\$4.80
System 10	120	\$172.05	\$156.00	\$16.05
System 11	330	\$473.20	\$429.00	\$44.20
System 12	792	\$1,135.65	\$1,029.60	\$106.05
System 13	1,716	\$2,460.55	\$2,230.80	\$229.75
System 14	3,432	\$4,921.15	\$4,461.60	\$459.55
System 15	6,435	\$9,227.15	\$8,365.50	\$861.65
System 16	11,440	\$16,403.80	\$14,872.00	\$1,531.80
System 17	19,448	\$27,886.50	\$25,282.40	\$2,604.10
System 18	31,824	\$45,632.45	\$41,371.20	\$4,261.25
System 19	50,388	\$72,251.35	\$65,504.40	\$6,746.95
System 20	77,520	\$111,155.95	\$100,776.00	\$10,379.95

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

SCHEDULE 2

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

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
1 Game	1	\$1.40	\$1.30	\$0.10
2 Games	2	\$2.85	\$2.60	\$0.25
3 Games	3	\$4.25	\$3.90	\$0.35
4 Games	4	\$5.70	\$5.20	\$0.50
5 Games	5	\$7.10	\$6.50	\$0.60
6 Games	6	\$8.55	\$7.80	\$0.75
7 Games	7	\$9.95	\$9.10	\$0.85
8 Games	8	\$11.35	\$10.40	\$0.95
9 Games	9	\$12.80	\$11.70	\$1.10
10 Games	10	\$14.20	\$13.00	\$1.20
11 Games	11	\$15.65	\$14.30	\$1.35
12 Games	12	\$17.05	\$15.60	\$1.45
13 Games	13	\$18.45	\$16.90	\$1.55
14 Games	14	\$19.90	\$18.20	\$1.70
15 Games	15	\$21.30	\$19.50	\$1.80
16 Games	16	\$22.75	\$20.80	\$1.95
17 Games	17	\$24.15	\$22.10	\$2.05
18 Games	18	\$25.60	\$23.40	\$2.20
19 Games	19	\$27.00	\$24.70	\$2.30
20 Games	20	\$28.40	\$26.00	\$2.40
21 Games	21	\$29.85	\$27.30	\$2.55
22 Games	22	\$31.25	\$28.60	\$2.65
23 Games	23	\$32.70	\$29.90	\$2.80
24 Games	24	\$34.10	\$31.20	\$2.90
25 Games	25	\$35.50	\$32.50	\$3.00
26 Games	26	\$36.95	\$33.80	\$3.15
27 Games	27	\$38.35	\$35.10	\$3.25
28 Games	28	\$39.80	\$36.40	\$3.40
29 Games	29	\$41.20	\$37.70	\$3.50
30 Games	30	\$42.65	\$39.00	\$3.65
31 Games	31	\$44.05	\$40.30	\$3.75
32 Games	32	\$45.45	\$41.60	\$3.85
33 Games	33	\$46.90	\$42.90	\$4.00
34 Games	34	\$48.30	\$44.20	\$4.10
35 Games	35	\$49.75	\$45.50	\$4.25

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
36 Games	36	\$51.15	\$46.80	\$4.35
37 Games	37	\$52.55	\$48.10	\$4.45
38 Games	38	\$54.00	\$49.40	\$4.60
39 Games	39	\$55.40	\$50.70	\$4.70
40 Games	40	\$56.85	\$52.00	\$4.85
41 Games	41	\$58.25	\$53.30	\$4.95
42 Games	42	\$59.70	\$54.60	\$5.10
43 Games	43	\$61.10	\$55.90	\$5.20
44 Games	44	\$62.50	\$57.20	\$5.30
45 Games	45	\$63.95	\$58.50	\$5.45
46 Games	46	\$65.35	\$59.80	\$5.55
47 Games	47	\$66.80	\$61.10	\$5.70
48 Games	48	\$68.20	\$62.40	\$5.80
49 Games	49	\$69.60	\$63.70	\$5.90
50 Games	50	\$71.05	\$65.00	\$6.05
Pick 5	861	\$1,223.40	\$1,119.30	\$104.10
Pick 6	41	\$58.25	\$53.30	\$4.95
System 8	8	\$11.35	\$10.40	\$0.95
System 9	36	\$51.15	\$46.80	\$4.35
System 10	120	\$170.50	\$156.00	\$14.50
System 11	330	\$468.90	\$429.00	\$39.90
System 12	792	\$1,125.35	\$1,029.60	\$95.75
System 13	1,716	\$2,438.25	\$2,230.80	\$207.45
System 14	3,432	\$4,876.55	\$4,461.60	\$414.95
System 15	6,435	\$9,143.50	\$8,365.50	\$778.00
System 16	11,440	\$16,255.10	\$14,872.00	\$1,383.10
System 17	19,448	\$27,633.65	\$25,282.40	\$2,351.25
System 18	31,824	\$45,218.70	\$41,371.20	\$3,847.50
System 19	50,388	\$71,596.30	\$65,504.40	\$6,091.90
System 20	77,520	\$110,148.15	\$100,776.00	\$9,372.15

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

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

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of incorporation pursuant to section 74

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to section 74 of the Associations Incorporation Act, 2009.

THE COMBINED PROBUS CLUB OF CAMDEN INCORPORATED	INC9878012
PARRAMATTA STREET YOUTH PROJECT INCORPORATED	Y2122016
THE NEIGHBOURHOOD CLUB INC	Y0222317
GEORGES RIVER BULL-SHARKS INCORPORATED	INC9890607

Cancellation is effective as at the date of gazettal.

Dated this 20TH day of January 2022

Megan Green
Delegate of the Commissioner for Fair Trading
Department of Customer Service