



Government Gazette

of the State of

New South Wales

Number 481 - Other

Friday, 06 December 2024

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It can also contain local council, non-government and other notices.

Each notice in the Government Gazette has a unique reference number that appears in parentheses at the end of each page of the notice and can be used as a reference for that notice. For example, [NSWGG-2024-10-1].

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW Government Gazette website (www.gazette.legislation.nsw.gov.au) under the authority of the NSW Government. The website contains a permanent archive of past Gazettes.

To submit a notice for gazettal, visit the website.



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, 25, 51 of the *Anti-Discrimination Act 1977* (NSW) to Water NSW to advertise, designate and recruit positions for:

- women only in pursuit of a 50% workforce participation rate, including for STEM and operational roles, and
- Aboriginal and Torres Strait Islander persons only in pursuit of a 5% Aboriginal and Torres Strait Islander workforce participation rate.

This exemption will remain in force for 7 years.

Date: 28 November 2024

A handwritten signature in black ink, appearing to read "Alexander Benn", is positioned above the printed name.

Alexander Benn
Manager, Governance & Advice
Delegate of the President
Anti-Discrimination NSW

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that **YOUNG LIFE AUSTRALIA INCORPORATED - Y0664520** became registered under the Corporations Act 2001 as **YOUNG LIFE AUSTRALIA LTD - ACN 102 455 827** a company limited by guarantee, on 22 November 2024, and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Christine Raglus
Delegate of the Commissioner,
NSW Fair Trading
28 November 2024



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 Wildlife Health Australia Limited to designate, advertise and recruit up to five positions per year, including Senior Project Officer, Project Officer, and Project Support Officer positions, for Aboriginal and Torres Strait Islander persons only.

This exemption will remain in force for 5 years.

Date: 29 November 2024

A handwritten signature in black ink, appearing to read "Alexander Benn", is positioned above the printed name.

Alexander Benn
Manager, Governance & Advice
Delegate of the President
Anti-Discrimination NSW

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration pursuant to Section 76

TAKE NOTICE that the registration of the following associations is cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

ADAM AND HAWA AUSTRALIA ASSOCIATION INCORPORATED	INC1300188
ALPINE ARTS ASSOCIATION INCORPORATED	INC1401067
ASIA PACIFIC GENERAL AVIATION INCORPORATED	INC1600300
AUBURN WARRIORS RUGBY LEAGUE CLUB INCORPORATED	INC1600318
AUSTRALIA - ANHUI ENTREPRENEUR COUNCIL INCORPORATED	INC1600353
AUSTRALIAN ASSOCIATION OF BUILDERS INCORPORATED	INC1501427
AUSTRALIAN CHINESE EVERGREEN SENIOR ASSOCIATION INCORPORATED	INC1600988
AUSTRALIAN JUSTICES OF THE PEACE ASSOCIATION INCORPORATED	INC1300089
BIDYALOY INCORPORATED	INC1600426
BLACKLEAD VINTAGE MOTORCYCLE CLUB INCORPORATED	INC1600444
BONG COUNTY CITIZENS & ASSOCIATES ORGANISATION INCORPORATED	INC1501428
BRAIDWOOD OUTSIDERS INCORPORATED	INC1501609
BUOYING COMMUNITY INCORPORATED	INC1601706
CITY OF PENRITH RSL SUB-BRANCH YOUTH CLUB INCORPORATED	INC1501433
CRINGILA STALLIONS INCORPORATED	INC1600227
CROSS-CULTURAL DIALOGUE INCORPORATED	INC1600405
DREAM BIBLE ACADEMY INCORPORATED	INC1501410
DREAM CHURCH INCORPORATED	INC1600392
FLEECE IN BOWNING: BOWNING WOOL CRAFTERS ASSOCIATION INCORPORATED	INC1300137
GAINDAKOT SAMAJ, AUSTRALIA INCORPORATED	INC1300129
GRIFFITH SUICIDE PREVENTION & SUPPORT GROUP INCORPORATED	INC9877258
INNER WEST BULLS BASKETBALL INCORPORATED	INC1600379
ISLAMIC SOCIETY OF QUEANBEYAN INCORPORATED	INC1300163
KOREAN MISSION FOR INDIGENOUS AUSTRALIANS INCORPORATED	INC1600447
LIVING WELL THROUGH PAIN INCORPORATED	INC2000449
MEMSEEK INC	INC1900271
MID NORTH COAST SPEEDBOAT CLUB (FORSTER) INCORPORATED	INC1501345

MID WEST - NEW ERA CUP RUGBY LEAGUE INCORPORATED	INC1600252
NEW & USED PRODUCTIONS INCORPORATED	INC1300149
NEW METHODIST CHURCH OF GOD (CAMPBELLTOWN) INCORPORATED	INC1600347
NEW SOUTH WALES FEDERATION OF FILM SOCIETIES INCORPORATED	INC1300090
NORTHERN RIVERINA AMATEUR COMMUNITY SPORTS ASSOCIATION INCORPORATED	INC1600408
ORGANISATION OF EXPATRIATE IRAQIS IN AUSTRALIA INCORPORATED	INC1600262
PAK - AUS ENGINEERS ASSOCIATION INCORPORATED	INC1501442
PANJTAN WELFARE ASSOCIATION AUSTRALIA INCORPORATED	INC1300177
PENIEL(THE TRUTH UNVEILED) LAYMAN'S MINISTRY INCORPORATED	INC1600265
PORT MACQUARIE R.C. CLUB INCORPORATED	INC1300130
PORT STEPHENS METAPHYSICAL CHURCH INCORPORATED	INC1600365
REGENTS PARK YOUTH & FAMILIES INCORPORATED	INC1501320
SALT ASH COMMUNITY FIRST INCORPORATED	INC1600336
SAMOAN COMMUNITY YOUTH & FAMILY SUPPORT SERVICES SYDNEY INCORPORATED	INC1501100
SHOWSTOPPERS PERFORMING ARTS COMPANY FOR PEOPLE WITH DISABILITIES INCORPORATED	INC1600382
SILVER LINING SPRING BALL INCORPORATED	INC1501416
SODAHA INC	INC1501325
SYDNEY DENTAL STUDY CLUB INCORPORATED	INC1501439
SYRIAN COMMUNITY ASSOCIATION IN NSW INCORPORATED	INC1600019
TAREE BIRIPI SHARKS INCORPORATED	INC1300123
TENANT RIGHTS INC	INC1600054
THE AUSTRALIAN INSTITUTE OF LATIN DANCE INCORPORATED	INC1300208
THE AUSTRALIAN RUGBY BUSINESS NETWORK INCORPORATED	INC1501536
THE HIVE NATION BUILDERS INCORPORATED	INC1501653
THE WHITE COATS CHARITY INCORPORATED	INC1600360
TOUCH OF MERCY INCORPORATED	INC1300182
TRISTAN KNOWLES KIDS CANCER FOUNDATION INCORPORATED	INC1300345
TURVEY TAVERN SOCIAL CLUB INCORPORATED	INC1301519
TURVEY TAVERN SOCIAL GOLF CLUB INCORPORATED	INC1400352
VIETJOEYS INCORPORATED	INC1300221
WANDERERS CRICKET CLUB INCORPORATED	INC1501441
WONGSA TEMPLE INCORPORATED	INC1600399
WORLD HARVEST CHURCH INCORPORATED	INC1501187

ZIMPRIDE AUSTRALIA ASSOCIATION INCORPORATED	INC1600294
---	------------

Cancellation is effective as at the date of gazettal.

Dated this 4th day of December 2024.

Lynette Viner
Delegate of the Commissioner
NSW Fair Trading

CHARITABLE TRUSTS ACT 1993
ORDER UNDER SECTION 12
CY PRES SCHEME RELATING TO
BEQUEST TO SNOWY HYDRO SOUTHCARE FOR GENERAL PURPOSES

Section 12(1)(a) of the *Charitable Trusts Act 1993* (**the Act**) permits the Attorney General to establish a cy pres scheme to alter the original purpose of a charitable trust. Section 9(1) permits the application of trust property cy pres where the spirit of the original trust can no longer be implemented.

Snowy Hydro SouthCare was a registered business name of SouthCare Helicopter Fund Pty Limited (**the Company**), the trustee of the SouthCare Helicopter Fund (**the Trust Fund**). The Trust Fund was established to exclusively benefit the purposes of the ACT and South East NSW Aero-Medical Services Limited (the Approved Institution under the relevant Trust Deed), those purposes being the establishment, operation, management and maintenance of an aero-medical and search and rescue service for the ACT and south-eastern NSW.

On 23 October 2020 probate was granted to the Executor, Michael John Commins, in respect of the will of the late Gregory John Robbins dated 4 September 2012 (**the Will**). Pursuant the Will, following the termination of the limited life estate to the testator's mother, the balance of the residue, was bequeathed to the Salvation Army, the Fred Hollows Foundation Australian Indigenous Programmes, the Royal Flying Doctors Service of Australia and to Snowy Hydro SouthCare in equal quarter shares for their respective general purposes. Snowy Hydro SouthCare's share of the residual estate is approximately the sum of \$379,149.86.

As Snowy Hydro SouthCare, the Company and Trust Fund were wound up and ceased to exist before the testator's death a scheme is necessary to save the gift to Snowy Hydro SouthCare for charity. In circumstances where Snowy Hydro SouthCare, the Trust Fund and its trustee all ceased to exist before the testator's death, and a general charitable intention is evinced, the establishment of a scheme in favour of ACT and South East NSW Aero-Medical Services Limited is appropriate as it continues to operate in the same manner and geographical location, and was the Approved Institution appointed under the trust deed.

In these circumstances, I, as the Attorney General's delegate, have approved the establishment of a cy pres scheme whereby the 25% of the residue bequeathed to Snowy Hydro SouthCare be distributed to ACT and South East NSW Aero-Medical Services Limited (ACN 083 187 884) for use for its objects, being to establish, operate, manage and maintain an aeromedical and search and rescue service for the ACT and south-eastern NSW.

Pursuant to section 12 of the Act, I hereby order that a cy pres scheme be established whereby the 25% of the residue bequeathed to Snowy Hydro SouthCare be distributed to ACT and South East NSW Aero-Medical Services Limited (ACN 083 187 884) for use for its objects, being to establish, operate, manage and maintain an aeromedical and search and rescue service for the ACT and south-eastern NSW.

The order will take effect 21 days after its publication in the NSW Government Gazette, in accordance with section 16(2) of the Act.

Date of Order: 2 December 2024 **SIGNED**

A handwritten signature in blue ink, appearing to read 'M G Sexton SC', with a long horizontal stroke extending to the right.

M G SEXTON SC

Solicitor General (Under delegation from the Attorney General)

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration pursuant to Section 74

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

COFFS HARBOUR REGIONAL GALLERY FRIENDS INCORPORATED	INC9895258
LEICHHARDT & PARRAMATTA DRUMMOYNE TRIATHLON CLUB INCORPORATED	Y1813527
LIONS CLUB OF GUNNING INC.	Y0595608
MANA AUSTRALIA TELUGU ASSOCIATION (MANAM) INCORPORATED	INC1701442
ROTARY CLUB OF LINDFIELD INC	Y0954607

Cancellation is effective as at the date of gazettal.

Dated this 4th day of December 2024.

Lynette Viner
Delegate of the Commissioner

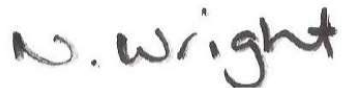
NSW Fair Trading

PUBLIC LOTTERIES ACT 1996

DRAW LOTTERY– APPROVAL OF AMENDMENT TO THE RULES

I, Natalie Wright, Executive Director, Policy & Programs, Hospitality & Racing at the Department of Creative Industries, Tourism, Hospitality & Sport, pursuant to section 23 of the *Public Lotteries Act 1996* (hereafter referred to as “the Act”) **DO HEREBY APPROVE**, under delegation of the Minister for Gaming & Racing pursuant to section 81 of the Act, the Rules for the conduct of the Games of Draw Lottery and Games of Promotional Draw Lottery by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 18 May 2025. On 18 May 2025, these Rules will supersede the Rules notified previously in the Government Gazette, subject to the Explanatory Note in this Instrument.

Dated this 29th day of November 2024.



Natalie Wright)
Executive Director, Policy & Programs)
Hospitality & Racing)
Department of Creative Industries, Tourism, Hospitality & Sport)
Delegate of the Minister for Gaming & Racing)

PUBLIC LOTTERIES ACT 1996

DRAW LOTTERY RULES

It is hereby notified that the Executive Director, Policy & Programs, Hospitality & Racing at the Department of Creative Industries, Tourism, Hospitality & Sport under delegation of the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of Draw Lottery and Promotional Draw Lottery Games. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 18 May 2025. These Rules supersede the Rules notified previously in the Government Gazette.

CONTENTS

RULE 1	DEFINITIONS	3
RULE 2	CONDUCT AND DRAWING IN RELATION TO DRAW LOTTERY GAMES AND PROMOTIONAL DRAW LOTTERY GAMES	8
RULE 3	APPLICATION OF RULES	9
RULE 4	OBJECT	10
RULE 5	ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME.....	11
RULE 6	RULES APPLYING TO ENTRIES AND TICKETS	12
RULE 7	COMMISSION AND ANCILLARY FEE.....	14
RULE 8	SUBMISSION OF AN ENTRY	15
RULE 9	PRIZES.....	17
RULE 10	ANNOUNCEMENT OF PRIZES	20
RULE 11	PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES	21
RULE 12	DISQUALIFICATIONS	25
RULE 13	LIMITATION OF LIABILITY.....	26
RULE 14	EFFECTIVE DATE.....	28
RULE 15	AGREEMENTS RELATING TO A PROMOTIONAL DRAW LOTTERY GAME	29
	SCHEDULE 1.....	31
	SCHEDULE 2.....	32
	SCHEDULE 3.....	33

RULE 1 DEFINITIONS

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

"Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;

"Ancillary Fee" means a fee charged to a Player from whom a Reseller accepts an Entry over and above the Subscription and the Commission;

"Approved" means approved in writing by the Minister;

"Australian Consumer Law" means schedule 2 of the *Competition and Consumer Act 2010* (Cth);

"Automatic Entry" means an Entry in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction and includes an Entry previously made by a Player and stored on the central processing computer equipment of the Licensee;

"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);

"Close of Acceptance" means the day and time of day determined by the Licensee and published on the Website after which Entries into a Ticket Pool will not be accepted;

"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;

"Computer Linked Terminal" means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Draw Lottery Games or Promotional Draw Lottery Games;

"Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of;

- (1) a Player's Entry in a Draw Lottery Game; and
- (2) where appropriate a Player's entry in a Promotional Draw Lottery Game;

"Conduct" in relation to a Draw Lottery Game and a Promotional Draw Lottery Game has the same meaning as assigned to it by Section 4(1) of the Act;

"Consolation Prize" means the Prize won in accordance with Rule 9(f);

"Director" means a Director of the Board of Directors of the Licensee;

"Draw Lottery Game" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations and includes a public lottery named "Super Jackpot" and a public lottery named "Mega Jackpot" but does not include Promotional Draw Lotteries;

"Drawing" means:

- (1) in relation to a Draw Lottery Game (but not including a Second Drawing) the selection from the Ticket Pool of the Winning Numbers and the Jackpot Number by lot using a Drawing Device;
- (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device.

"Drawing Date" in relation to a Ticket Pool means the date on which the Winning Numbers and the Jackpot Number are selected in respect of that Ticket Pool and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Ticket Pool;

"Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;

"Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;

"Entry" means the Numbers in a Ticket Pool which have been selected on behalf of a Player by the central processing computer equipment by way of an approved form of Entry (including an Automatic Entry), which have been recorded in the central processing computer equipment, which (subject to Rule 6(c)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;

"Imprinted" means printed upon a Ticket by the Computer Linked Terminal;

"Jackpot Prize" means the Prize won in accordance with Rule 9(g);

"Jackpot Number" means the Number selected in a Drawing after the selection of the Winning Numbers in that Drawing;

"Licensee" means New South Wales Lotteries Corporation Pty Ltd;

"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;

"Minister" means the Minister for the time being administering the Act;

"Numbers" has the same meaning as Section 5 of the Act;

"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;

"Outlet" means a place at which a Retailer is permitted to accept completed Entries into Draw Lottery Games and entries into Promotional Draw Lottery Games;

“Player” means a person who:

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

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

“Prize” means any Prize determined in accordance with Rule 9;

“Prize Fund” means an account established under Section 27 of the Act and known as the Draw Lottery Prize Fund Account;

“Prize Pool” has the meaning specified in Rule 9(a);

“Prize Pool Contribution” is an amount equal to a percentage of all subscriptions in a Drawing, as specified in Rule 9(c) and (d);

“Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:

- (1) the amounts specified in Rule 9(c) and (d);
- (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;

“Prize Structure” means the number, nature and value of Prizes available in relation to a Draw Lottery Game as specified in Schedule 3;

“Product Licence” means the product licence granted to the Licensee to Conduct Draw Lottery Games and Promotional Draw Lottery Games pursuant to Section 12 of the Act;

“Promotional Draw Lottery Game” means a public lottery Conducted for the purpose of promoting a Draw Lottery Game, and in respect of which:

- (1) eligibility to enter is confined to Players in a Draw Lottery Game; and
- (2) no further Subscription or Commission is charged;

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

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

“Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;

“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 to that Player;

“Regulation” means a regulation made under the Act;

"Reseller" means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Draw Lottery Game and instructions with respect to a Promotional Draw Lottery Game from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;

"Retailer" means a person or agent appointed or approved by the Licensee for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games Conducted by the Licensee and includes a Reseller;

"Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;

"Second Drawing" means an additional Drawing conducted as part of a Draw Lottery Game in accordance with these Rules;

"Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);

"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;

"Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a Valid Entry in a Draw Lottery Game, and which:

- (1) contains Entry details; and
- (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket; and whether it has won a Prize; and
- (3) may include other particulars as determined by the Licensee;

"Ticket Pool" means the pre-determined field of Numbers in a Draw Lottery Game;

"Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute an official identification of the Valid issue of a Ticket in a particular Draw Lottery Game;

"Valid" means:

- (1) in respect of an approved form of Entry, that it satisfies the requirements of these Rules; and
- (2) in respect of a Ticket, that nothing in these Rules would prevent the Player who purchased it from being able to claim a Prize otherwise attributable to it;

"Website" means the internet site located at www.thelott.com/nswlotteries (or such other address as may be advised from time to time);

"Winning Numbers" in relation to a Draw Lottery Game means:

- (1) the Numbers that are selected in a Drawing in respect of each Prize excepting the Jackpot Prize and Consolation Prizes in a Prize Structure;
- (2) the Numbers that are selected in a Second Drawing in respect of each Prize.

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

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

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

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

- (d) Where a Malfunction in a Drawing Device occurs:
 - (i) any Numbers drawn in respect of that Drawing prior to the Malfunction will not be Winning Numbers;
 - (ii) the Drawing shall be declared null and void; and
 - (1) the Drawing shall be conducted as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall be conducted using a substitute Drawing Device as soon as practicable after the Malfunction.
- (e) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body of the State or Territory in which the Drawings are conducted.
- (f) The Licensee may Conduct a Promotional Draw Lottery Game in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Promotional Draw Lottery Game in conjunction with another Draw Lottery Game or separately from a Draw Lottery Game or otherwise in conjunction with another lottery Conducted by the Licensee.
- (g) A Promotional Draw Lottery Game shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) The Prize structure for a Promotional Draw Lottery Game shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Promotional Draw Lottery Game.
- (i) During the period in which the Licensee accepts entries in a Promotional Draw Lottery Game, some of the Prizes in the approved Prize structure may already have been won when a Player enters the Promotional Draw Lottery Game, leaving the balance of Prizes still available to be won by Players at the time of their respective entries.
- (j) A ticket in a Promotional Draw Lottery Game may include one or more Prizes to be won on the same ticket.
- (k) A Promotional Draw Lottery Game may require the Player to have a winning Number on more than one ticket in order to win a prize.

RULE 3 APPLICATION OF RULES

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

RULE 4 OBJECT

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

RULE 5 ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME

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

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An approved form of Entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (b) Subject to Rule 6(e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its Retailer to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket, that all details on the Ticket are legible, and that the Ticket does not appear to have been defectively printed, at the time the Ticket is received by a Player from the Retailer. The Player will be taken to have acknowledged that all particulars and details appearing on the Ticket are correct if, promptly after receiving the Ticket, they do not seek a replacement Ticket that addresses such matters. An approved form of Entry shall not have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (c) In order to ensure a fair game experience for all Players in the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records, the details held by the Licensee by way of Computer Records shall be considered final and shall determine what Prize or Jackpot Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (d) Without limiting the provisions of Rule 12 the following apply –
 - (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
 - (ii) A Retailer who has sold an Entry into a Draw Lottery Game may cancel the Ticket and the Entry to which it relates on the day of purchase of the Entry only.
 - (iii) Upon a Player request, a Ticket and the Entry to which it relates may be voided or cancelled by the Licensee (acting reasonably) prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry to which it relates.

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

- (e) In order to ensure a fair game experience for all Players the details held by the Licensee by way of Computer Records are regarded as final. As such, 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, and no Prize shall be payable in respect of such Ticket unless such voiding or cancellation was the result of fraud, wilful misconduct or a negligent act or omission by the Licensee. When cancelling a Ticket it is the responsibility of the Player to ensure that the correct Ticket has been cancelled based on the cancellation receipt or other information provided to the Player, and to inform the Retailer or the Licensee if, based on that receipt or other information, 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 unless resulting from fraud, wilful misconduct or a negligent act or omission.

- (f) Where an Entry in a Draw Lottery Game has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the computer records but:
- (i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Drawing; and
 - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Drawing; then
- the Retailer shall meet the cost of the Selling Fee in respect of the Entry and in such case, for the purposes of these Rules, such Retailer shall:
- (iii) be considered a Player; and
 - (iv) be the holder of the Entry; and
 - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (g) It is the responsibility of the Player to check that the details shown on a Ticket are correct.
- (h) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an approved form of Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Draw Lottery Game by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player utilising a Reseller to submit an approved form of Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such approved form of Entry, the issue of any Ticket and the payment of any Prize.
- (i) It shall be the responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (j) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge the Player Commission in the amounts specified in Schedule 1 and Schedule 2 of these Rules. By entering a Draw Lottery Game the Player accepts liability to pay the Commission to the Licensee.

- (b) A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time. Players will be notified of any such changes in accordance with the Reseller's terms and conditions.

RULE 8 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a reasonable registration fee payable by a Player for the provision by the Licensee of the player registration service. The registration fee will be advised to the Player prior to application. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Draw Lottery Game or a Promotional Draw Lottery Game.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee and player registration fee (if applicable) must be paid by a Player to a Retailer or to the Licensee in respect of an Entry.
- (e) The form of payment of the Selling Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer (acting reasonably).
- (f) A Player will remain anonymous with respect to having won a Prize unless the Player opts out of anonymity by:
 - (i) appropriately marking a Prize claim form;
 - (ii) advising the Licensee's representative upon being contacted by such person with notice of having won a Prize; or
 - (iii) completing the relevant section on the membership application form (for Players who become a Registered Player).
- (g) Any marks and other written notations appearing on an approved form of Entry are taken to be made or given exclusively by the Player.
- (h) No Player may submit an approved form of Entry as trustee, representative or nominee for another person or persons. Each transaction effected by a Player will be conducted solely with the Player.
- (i) Other than as provided for in Rules 6(d) and 6(e) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee (acting reasonably).
- (j) Form of entry in a Promotional Draw Lottery Game
 - (i) The Chief Executive Officer is to approve the form of entry for a Promotional Draw Lottery Game prior to the commencement of the Promotional Draw Lottery;
 - (ii) Without limiting Rule 8(j)(i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):
 - (1) part of a Ticket;
 - (2) any other ticket or document;
 - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
 - (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:

- (1) constitutes the Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.
- (iv) The Selling Fee payable for an Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

RULE 9 PRIZES

- (a) The Prize Pool in a Draw Lottery Game shall be not less than fifty five percent (55%) and not greater than sixty four point six percent (64.6%) of Subscriptions.
- (b) The Prize Structure and Jackpot Prize in a particular Draw Lottery Game shall be funded in whole or in part from the Prize Pool and shall be determined by the Licensee.
- (c) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game is less than the Prize Pool Contribution set out in Schedule 3, that amount representing the difference between that cost and the Prize Pool Contribution shall be retained in the Prize Reserve Fund.
- (d) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game would otherwise exceed the Prize Pool Contribution set out in Schedule 3, the amount representing the difference between that cost and the Prize Pool Contribution shall be drawn from the Prize Reserve Fund.
- (e) A Prize is won by an Entry that contains a Winning Number;
- (f) A Consolation Prize is won by an Entry that contains:
 - (i) A Number in a Ticket Pool that occurs in sequence immediately before, or a Number in a Ticket Pool that occurs in sequence immediately after, a Winning Number, as the case may be, except that:
 - (1) If the Number "1" in a Ticket Pool is a Winning Number then the Number "2" will win two Consolation Prizes; and
 - (2) If the last Number of the Ticket Pool is a Winning Number then the second last Number of the Ticket Pool will win two Consolation Prizes.
 - (ii) The Jackpot Number where the Jackpot Number does not win the Jackpot Prize.
- (g) The Jackpot Prize is won if the Jackpot Number in a Drawing is the same as a Winning Number in that Drawing;
- (h) In relation to the Jackpot Prize for the Super Jackpot:
 - (1) The Guaranteed Minimum Jackpot is set out in Schedule 3;
 - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by the Jackpot Increment amount set out in Schedule 3, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 3;
- (i) In relation to the Jackpot Prize for the Mega Jackpot:
 - (1) The Guaranteed Minimum Jackpot is set out in Schedule 3;
 - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by a Jackpot Increment amount set out in Schedule 3, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 3;
- (j) Schedule 3 contains the details of the Ticket Pool, Prize Structure and the Jackpot Prize for the Super Jackpot and the Mega Jackpot.
- (k) Second Drawing

.....The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs,
Draw Lottery Rules Issue No.: 4.7
Effective: 18 May 2025

Page 17

provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Draw Lottery Game provided that:

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

(l) A Draw Lottery Game may include:

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

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

(m) Prizes in a Promotional Draw Lottery Game

- (i) The Prizes payable in a Promotional Draw Lottery Game may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
 - (6) Entries in a Draw Lottery Game or another lottery Conducted by the Licensee; and
 - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer;
- (ii) A Prize in a Promotional Draw Lottery Game must not consist of or include tobacco;
- (iii) A Prize in a Promotional Draw Lottery Game must not consist of or include liquor within the meaning of the Liquor Act 1982;

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

- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Promotional Draw Lottery Game;
- (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Promotional Draw Lottery Game Conducted by it;

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

RULE 10 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Draw Lottery Game the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) each Winning Number;
 - (ii) the Jackpot Number; and
 - (iii) the value of the Provisional Prizes and the Prizes.

- (b) Following each Drawing of a Draw Lottery Game the Licensee may make available to the media as soon as possible after, and in respect of, that Drawing:
 - (i) the names and addresses of Provisional Prize Winners only where anonymity does not apply in accordance with Rule 8(f) or where Provisional Prize Winners are not Registered Players;
 - (ii) information on the manner of payment of Prizes; and
 - (iii) the manner in which claims under Rules 11(a), 11(b), 11(h) and 11(i) must be made.

- (c) The Licensee may make available to the media the results of each Promotional Draw Lottery Game as soon as possible after the completion of such Promotional Draw Lottery Game.

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

RULE 11 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Draw Lottery Game:
- (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) and any other evidence that the Chief Executive Officer may from time to time require (acting reasonably);
 - (ii) The date of lodgement of a Prize claim in accordance with Rule 11(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a first prize and/or a Jackpot Prize will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize the Prize may be paid in accordance with the procedure and conditions set out in Rule 11(d) hereof.
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, or if that option is not available, by cheque.
- (e) For Registered Players
- (i) a Prize not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize and/or a Consolation Prize in which case it will be paid in accordance with Rules 14(b)-(d);
 - (ii) a Prize not claimed or paid in accordance with Rule 14(e)(i) may be paid by the Licensee (at its election) either:
 - (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or nominated bank account; or
 - (2) by cheque once the accumulated and consolidated value of Prizes from all public lotteries conducted by the Licensee payable to a Registered Player reaches a threshold amount determined by the Chief Executive Officer (acting reasonably).
- 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 (acting reasonably).
- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, except if it is linked to a winning Entry that is entitled to a Provisional Prize and/or a Consolation Prize in which case the prize(s) will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, after the drawing date (acting reasonably).
- (g) A Prize not paid by a Retailer in accordance with Rule 11(e) will be paid by the Licensee by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, or if requested by the Player, by cheque once the accumulated and consolidated value of Prizes payable reaches a threshold amount determined by the Chief Executive Officer (acting reasonably), 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 (acting reasonably).

(h) A nominal and reasonable postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.

(i) A:

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

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

must claim promptly by completing a Prize claim form and delivering it to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 11(j) and be received not later than ten (10) consecutive calendar days after the Drawing Date, starting on the Drawing Date.

A claim not received in accordance with this Rule 11(i) will be rejected and the Licensee shall have no liability in relation thereto unless the Ticket was wrongly not shown as a winning Ticket on a Computer Linked Terminal as a result of fraud, wilful misconduct or negligent act or omission by the Licensee.

(ii) A:

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

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

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

(j) The particulars required for a Prize claim are:

(i) the name and address of the Player;

(ii) the Ticket Number;

(iii) the Winning Number(s) shown on the Ticket;

(iv) the Player's registration number if a Registered Player;

(v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and

(vi) such further evidence or information as the Licensee reasonably requires.

(k) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such additional or alternative evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in the definition of Player or may fail to meet some or all the provisions contained in these Rules governing Prize entitlement.

(l) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.

- (m) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (n) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (o) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may direct (acting reasonably):
 - (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player.
- (p) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the Prize claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player. A nominal and reasonable sum may be deducted to cover postage and processing.
- (q) Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque other than that which is a result of fraud, wilful misconduct or a negligent act or omission by the Licensee. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. Any Prize sent by the Licensee to a Player and any refund of Selling Fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability other than that which is a result of fraud, wilful misconduct or a negligent act or omission by the Licensee.
- (r) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 11 and the Chief Executive Officer is, after such payment has been made, of the view (acting reasonably) that:
 - (i) the Player was not the Player to whom such payment should have been made; or
 - (ii) a Prize is not payable to the Player;

the Player shall upon being requested to do so by the Licensee in writing, refund to the Licensee the monies forwarded to him or her unless the payment of the Prize to the Player was a result of the fraud, wilful misconduct or a negligent act or omission by the Licensee.
- (s) A Prize may be claimed through a Retailer or by mail directed to:

the postal address publicly notified from time to time on promotional material published by the Licensee or on the Website. A Prize claim form for a Prize must be forwarded by the Player to the Licensee direct.
- (t) Any Prize to be paid in accordance with Rule 9(k) or Rule 9(m) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may direct (acting reasonably).
- (u) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (v) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (w) The Licensee accepts no responsibility or liability for lost or stolen Tickets.

(x) Payment of Prizes in a Promotional Draw Lottery Game

- (i) A Prize is not payable in a Promotional Draw Lottery Game unless:
 - (1) the entry submitted in a Promotional Draw Lottery Game is in the form determined by the Chief Executive Officer under Rule 8(j)(i); and
 - (2) if the form of entry requires the Player to have purchased a Ticket in a Draw Lottery Game, the Ticket in the Draw Lottery Game must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Draw Lottery Game is Valid; and
 - (3) the claimant has complied with all conditions relating to the Promotional Draw Lottery Game advertised under Rule 9(n)(ii).
- (ii) The Licensee may record on an entry in a Promotional Draw Lottery Game a verification code or other test and use it to determine whether the entry in a Promotional Draw Lottery Game is Valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Promotional Draw Lottery Game, on which such a test is recorded, if the entry does not satisfy the test.

RULE 12 DISQUALIFICATIONS

- (a) Notwithstanding that a Ticket may have issued, Entry in a Draw Lottery Game or entry in a Promotional Draw Lottery Game may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified in any of the circumstances described in Rule 12(b), or in other circumstances in which the Chief Executive Officer reasonably considers are of a similar nature or similarly justify the disqualification of the Entry.
- (b) The reasons for disqualification include:
- (i) tender of insufficient Selling Fee or 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; or
 - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment.
- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an Entry has been disqualified and the reason therefore and the Licensee may in respect thereof refund to the Player any Selling Fee paid or provide the Player with an equivalent Entry in a future Draw Lottery Game. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a reasonable manner, the disqualification of such Entry.

RULE 13 LIMITATION OF LIABILITY

- (a) Nothing in these Rules (including in the following provisions of this Rule 13, which must be read subject to this Rule 13(a)):
- (i) excludes, restricts, or modifies any guarantee, term, condition, warranty or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances; or
 - (ii) limits the liability of the Licensee or any Retailer for fraud or wilful misconduct.
- (b) The total amount recoverable by the Player in respect of any liability owed to a Player in accordance with these Rules is limited as follows:
- (i) if the liability relates to an Entry, to the greater of:
 - (1) the total amount paid by the Player in respect of that Entry; and
 - (2) if the Player would have won a Prize in respect of that Entry but for the events giving rise to the liability, the amount of such Prize; and
 - (ii) in all other cases, \$10,000.
- (c) By entering a Draw Lottery Game a Player acknowledges that they have entered into an agreement with the Licensee and, where an Entry is purchased from a Retailer, 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.
- (d) The Licensee will have no responsibility or liability to a Player in respect of an Entry until a Ticket is issued to that Player in accordance with these Rules.
- (e) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers resulting in loss or corruption of information retained on any Computer Records held by the Licensee except to the extent the loss or corruption was caused by the fraud or wilful misconduct of such a person.
- (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 for any consequence of interference with or interruption to any Draw Lottery or Promotional Draw Lottery Game due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (g) In the acceptance and processing of any approved form of Entry or Automatic Entry culminating in the issue of a Ticket or ticket in a Promotional Draw Lottery Game, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (h) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, a Retailer shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) Notwithstanding the provisions of Rule 13(d), in the acceptance of Commission by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (j) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have

as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 13(a) to 13(i) inclusive as those protected by said Rules.

RULE 14 EFFECTIVE DATE

- (a) The Draw Lottery Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded except as provided in Schedule 3 for Entries submitted on or before 17 March 2015.
- (b) Entries made pursuant to Rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect, shall be taken to be submitted as Entries in such Drawing or Drawings pursuant to those previous Rules.

RULE 15 AGREEMENTS RELATING TO A PROMOTIONAL DRAW LOTTERY GAME

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

SCHEDULE 1

SELLING FEES PAYABLE FOR DRAW LOTTERY GAMES THAT APPLY TO RETAILERS (OTHER THAN RESELLERS)

Super Jackpot

Entry Type	Selling Fee	Subscription	Commission
1 Number in the Ticket Pool	\$2.30	\$2.00	\$0.30

Mega Jackpot

Entry Type	Selling Fee	Subscription	Commission
1 Number in the Ticket Pool	\$5.70	\$5.00	\$0.70

SCHEDULE 2

SELLING FEES PAYABLE FOR DRAW LOTTERY GAMES THAT APPLY TO RESELLERS

Super Jackpot

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

Mega Jackpot

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

SCHEDULE 3

For all Drawings of the Super Jackpot:

Super Jackpot

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

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

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

Jackpot Prize		
Guaranteed Minimum Jackpot	\$500,000	
Jackpot Increment	\$120,000 - \$137,000	
Prize Pool Contribution	61.52%	

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

For all Drawings of the Mega Jackpot:

Mega Jackpot

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

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

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

Jackpot Prize		
Guaranteed Minimum Jackpot	\$1,000,000	
Jackpot Increment	\$215,000 - \$255,000	
Prize Pool Contribution	62.25%	

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

PUBLIC LOTTERIES ACT 1996

**WEEKDAY WINDFALL & SATURDAY LOTTO RULES – APPROVAL OF
AMENDMENT TO THE RULES**

I, Natalie Wright, Executive Director of Policy & Programs, Hospitality & Racing at the Department of Creative Industries, Tourism, Hospitality & Sport, pursuant to section 23 of the *Public Lotteries Act 1996* (hereafter referred to as “the Act”) **DO HEREBY APPROVE**, under delegation of the Minister for Gaming & Racing pursuant to section 81 of the Act, the Rules for the conduct of the Games known as Weekday Windfall and Saturday Lotto and Promotional Events by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 18 May 2025. On 18 May 2025, these Rules will supersede the Rules notified previously in the Government Gazette, subject to the Explanatory Note in this Instrument.

Dated this 29th day of November 2024.



Natalie Wright)
Executive Director, Policy & Programs)
Hospitality & Racing)
Department of Creative Industries, Tourism, Hospitality & Sport)
Delegate of the Minister for Gaming & Racing)

PUBLIC LOTTERIES ACT 1996

WEEKDAY WINDFALL & SATURDAY LOTTO RULES

EXPLANATORY NOTE

It is hereby notified that the Executive Director, Policy & Programs, Hospitality & Racing at the Department of Creative Industries, Tourism, Hospitality & Sport under delegation of the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Games known as Weekday Windfall and Saturday Lotto and Promotional Events. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 18 May 2025. These Rules will supersede the Rules notified previously in the Government Gazette.

TABLE OF CONTENTS

RULE 1	DEFINITIONS.....	3
RULE 2	CONDUCT AND DRAWING OF GAMES AND PROMOTIONAL EVENTS.....	9
RULE 3	APPLICATION OF RULES.....	11
RULE 4	OBJECT.....	12
RULE 5	ELIGIBILITY FOR INCLUSION IN A GAME.....	13
RULE 6	RULES APPLYING TO ENTRIES AND TICKETS.....	14
RULE 7	COMMISSION AND ANCILLARY FEE.....	16
RULE 8	STANDARD ENTRY.....	17
RULE 9	SYSTEM ENTRY.....	18
RULE 10	SYNDICATE ENTRY.....	19
RULE 11	SUBMISSION OF AN ENTRY.....	21
RULE 12	PRIZES.....	23
RULE 13	ANNOUNCEMENT OF PRIZES.....	28
RULE 14	PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES.....	29
RULE 15	DISQUALIFICATIONS.....	34
RULE 16	LIMITATION OF LIABILITY.....	35
RULE 17	EFFECTIVE DATE.....	37
RULE 18	AGREEMENTS RELATING TO A PROMOTIONAL EVENT.....	38
	SCHEDULE 1.....	39
	SCHEDULE 2.....	41
	SCHEDULE 3.....	43
	SCHEDULE 4.....	45

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) "Ancillary Fee" means a fee charged to a Player or Syndicate Player from whom a Reseller accepts an Entry over and above the Subscription and the Commission;
 - (iv) "Approved" means approved in writing by the Minister;
 - (v) "Australian Consumer Law" means schedule 2 of the *Competition and Consumer Act 2010* (Cth);
 - (vi) "Automatic Entry" means an Entry or Syndicate Entry in respect of a Game 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 and published on the Website 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 the Games or Promotional Events;
 - (xi) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
 - (1) a Player's Entry in a Game;
 - (2) a Syndicate Entry in a Game;
 - (3) a Syndicate Player's Syndicate Share in a Game; and

- (4) where appropriate a Player's entry in a Promotional Event;
- (xii) "Conduct" in relation to a Game and a Promotional Event 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 Weekday Windfall and Saturday Lotto that may be determined by the Licensee from time to time;
- (xv) "Drawing" means:
- (1) in relation to a Game (but not including a Second Drawing) the selection of the Winning Numbers and the two 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 means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game 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;
- (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 which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game and/or a Promotional Event via a Computer Linked Terminal;
- (xxi) "Game" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Promotional Events;
- (xxii) "Game Panel" means:
- (1) a separate matrix on an Entry Coupon containing the Numbers from 1 to 45 in arithmetical sequence; or
 - (2) a single game on a Ticket and the Entry to which it relates;
- (xxiii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxiv) "Jackpot Drawing" means the next Drawing of Saturday Lotto (other than a Second Drawing), as approved by the Licensee, following the Drawing of Saturday Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12(j)(i)(2);

- (xxv) "Licensee" means New South Wales Lotteries Corporation Pty Limited;
- (xxvi) "Lotto Rules" means the rules in force and effective from 12 January 2024 for Monday and Wednesday Lotto and Saturday Lotto;
- (xxvii) "Malfunction" means a failure of any of the following:
- (1) the Drawing Device;
 - (2) the Computer Linked Terminal; or
 - (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 and entries into Promotional Events;
- (xxxv) "Player" means a person who:
- (1) has paid the correct Subscription and Commission and Ancillary Fee (where applicable) for an Entry; and/or
 - (2) holds a Valid Entry; and/or
 - (3) holds, bears and submits a Valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and
- includes where relevant a person who has Validly entered a Promotional Event and who

holds, bears and submits a ticket in the Promotional Event to the Licensee or a Retailer for the purposes of receiving a Prize;

- (xxxvi) "Prize" means any Prize determined in accordance with Rule 12;
- (xxxvii) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game as specified in Rule 12(a);
- (xxxviii) "Prize Fund" means an account established under Section 27 of the Act for each Game and known as the "Weekday Windfall Prize Fund Account" and the "Saturday Lotto Prize Fund Account";
- (xxxix) "Prize Pool" has the meaning in Rule 12(b);
- (xl) "Prize Reserve Fund" means the fund located in each 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;
- (xli) "Product Licence" means the product licence granted to the Licensee to Conduct Games and Promotional Events pursuant to Section 12 of the Act;
- (xlii) "Promotional Event" means a public lottery, which is not a Game, that is Conducted for the purpose of promoting a Game and in respect of which:
 - (1) eligibility to enter is confined to Players and Syndicate Players in a Game; and
 - (2) no further Subscription, Commission or Syndicate Share Fee is charged;
- (xliii) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xliv) "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;
- (xlv) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlvi) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service to that Player;
- (xlvii) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service to that Syndicate Player;
- (xlviii) "Regulation" means a regulation made under the Act;
- (xlix) "Reseller" means a Retailer, Approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Game and instructions with respect to a Promotional Event 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;

- (I) "Retailer" means a person or agent appointed by the Licensee for purposes associated with Games and Promotional Events Conducted by the Licensee and includes a Reseller;
- (II) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (III) "Saturday Lotto" means the Game drawn, subject to Rule 2(c), on the Saturday of each week;
- (IIII) "Second Drawing" means an additional Drawing conducted as part of a Game in accordance with the Rules;
- (IV) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (V) "Standard Entry" means the Entry referred to in Rule 8;
- (VI) "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;
- (VII) "Supplementary Numbers" in relation to a Game means the seventh and eighth Numbers drawn for each Game;
- (VIII) "Syndicate Entry" is an arrangement under which a type of Entry or combination of types of Entries, in the Game or other products, is divided into a number of equal shares;
- (IX) "Syndicate Organiser" is a person referred to in Rule 10;
- (X) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a Syndicate Share; and
 - (2) holds, bears and submits a Valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; and

includes a person who has Validly entered a Promotional Event and who holds, bears and submits a ticket in the Promotional Event to the Licensee or a Retailer for the purposes of receiving a Prize;
- (XI) "Syndicate Share" means a share of a Syndicate Entry;
- (XII) "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;
- (XIII) "System Entry" means the Entry referred to in Rule 9 (System 4 and 5 Entries are also known as 'Pick' 4 and 5 Entries);
- (XIV) "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 or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Share in a Game, and which:

- (1) contains Entry or Syndicate Share details; and
 - (2) may include a Ticket Number and other such tests to determine the identity, validity and status of the Ticket and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
- (lxv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a particular Game;
- (lxvi) "Valid" means:
- (1) in respect of an Entry Coupon, that it satisfies the requirements of these Rules; and
 - (2) in respect of a Ticket, an Entry or Syndicate Share, that nothing in these Rules would prevent the Player or Syndicate Player who purchased it from being able to claim a Prize otherwise attributable to it;
- (lxvii) "Website" means the internet site located at www.thelott.com/nswlotteries (or such other address as may be advertised from time to time);
- (lxviii) "Weekday Windfall" is a Game drawn, subject to Rule 2(c), on Monday, Wednesday and Friday of each week;
- (lxix) "Winning Numbers" in relation to a Game (including a Second Drawing) means the first six numbers drawn for each Drawing of a Game.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

RULE 2 CONDUCT AND DRAWING OF GAMES AND PROMOTIONAL EVENTS

- (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 and Promotional Event.
- (b) A Drawing in relation to a Game shall take place after the Close of Acceptance of Entries and Syndicate Shares has closed for that Game.
- (c) Games will be drawn on Monday, Wednesday, Friday and Saturday of each week unless the Chief Executive Officer determines otherwise necessary (acting reasonably) to overcome an operational issue. Games which are scheduled to be drawn on:
 - (i) Monday, Wednesday and Friday of each week will be known as “Weekday Windfall”;
 - (ii) Saturday of each week will be known as “Saturday Lotto”.
- (d) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with Drawing procedures agreed between the Licensee and the Minister’s nominee(s).

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

- (e) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or Supplementary Number/s;
 - (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction:
 - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (f) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (g) The Licensee may Conduct a Promotional Event in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Promotional Event in conjunction with another Game or separately from a Game or otherwise in conjunction with another lottery Conducted by the Licensee.
- (h) A Promotional Event shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (i) The Prize structure for a Promotional Event 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 Promotional Event.
- (j) During the period in which the Licensee accepts entries in a Promotional Event some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Promotional Event leaving the balance of Prizes still available to be won by Players and Syndicate

Players at the time of their respective entries.

- (k) A ticket in a Promotional Event may include one or more Prizes to be won on the same ticket.
- (l) A Promotional Event may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Coupon and Ticket and these Rules shall apply to each Game 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 Promotional Event and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game or a Promotional Event, Players and Syndicate Players agree to be bound by these Rules. To the extent that a situation or issue arises for which these Rules make no provision or in relation to which these Rules or their application are unclear, the Chief Executive Officer reserves the right to make a decision regarding such situation or issue acting in good faith and, subject to any regulator direction to the contrary, such decision will be final and binding.
- (e) The Rules that are in force and applicable at the time of purchase of a Ticket in a Game or a Promotional Event 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 is to select six (6) Winning Numbers in a Game Panel.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME

- (a) In order for an Entry or Syndicate Share to be eligible for inclusion in a Game, before the Close of Acceptance of Entries into that Game;
 - (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 by completing or marking the Entry Coupon in accordance with the instructions appearing on the Entry Coupon. In order to ensure a fair game experience for all Players and Syndicate Players, a Player or Syndicate 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 or Syndicate Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) or Syndicate Share made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player or Syndicate Player on the payment of the Selling Fee or Syndicate Share Fee.
- (c) Subject to Rule 6(e) below, acceptance of a Ticket by a Player or a Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Retailer to the Player or Syndicate Player evidencing the Player's Entry or Syndicate Player's Syndicate Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket, that all details on the Ticket are legible, and that the Ticket does not appear to have been defectively printed, at the time the Ticket is received by a Player or Syndicate Player from the Retailer. The Player or Syndicate Player will be taken to have acknowledged that all particulars and details appearing on the Ticket are correct if, promptly after receiving the Ticket, they do not seek a replacement Ticket that addresses such matters. 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 order to ensure a fair game experience for all Players and Syndicate Players, 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, the details held by the Licensee by way of Computer Records shall be considered final 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 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 be voided or cancelled by the Licensee (acting reasonably) 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) In order to ensure a fair game experience for all Players and Syndicate Players the details held by the Licensee by way of Computer Records are regarded as final. As such, 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, and no Prize shall be payable in respect of such Ticket unless such voiding or cancellation was the result of fraud, wilful misconduct or a negligent act or omission by the Licensee. When cancelling a Ticket, it is the responsibility of the Player to ensure that the correct Ticket has been cancelled based on the cancellation receipt or other information provided to the Player or Syndicate Player, and to inform the Retailer or the Licensee if, based on that receipt or other information, there has been an error in relation to cancellation of the Ticket. The Licensee shall not be liable to the Player or the Syndicate Player in respect of an error in the cancellation of a Ticket if the Player or Syndicate Player has failed to inform the Retailer or the Licensee of the error in the cancellation of a Ticket unless resulting from fraud, wilful misconduct or a negligent act or omission of the Licensee.

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

(i) no Selling Fee 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; 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; then

the Retailer 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) 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 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) It shall be the responsibility of the Player or Syndicate Player to ensure the safe custody of a Ticket issued to the Player or Syndicate Player.

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

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge a Player Commission as specified in these Rules in Schedules 1 and 2 in respect of Weekday Windfall and Schedules 3 and 4 in respect of Saturday Lotto. By entering a Game the Player accepts liability to pay the Commission to the Licensee. By entering a Game 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. Players will be notified of any such changes in accordance with the Reseller's terms and conditions.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry, Advance Entry, or Syndicate Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, six (6) Numbers shall have been marked in the Game Panel completed on the Entry Coupon.
- (d) The minimum number of Standard Entries that can be played is:
 - (i) four (4) Game Panels where entry is made via an Entry Coupon; or
 - (ii) four (4) Game Panels where entry is made via an Automatic Entry using Numbers previously selected and stored by the Player; or
 - (iii) six (6) Game Panels where entry is made via an Automatic Entry except for in the circumstances described in Rule 8(d)(ii).
- (e) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each Standard Entry for:
 - (i) Weekday Windfall is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers; and
 - (ii) Saturday Lotto is set out in Schedule 3 for Retailers (other than Resellers) and Schedule 4 for Resellers.

RULE 9 SYSTEM ENTRY

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

RULE 10 SYNDICATE ENTRY

- (a) A Syndicate Entry may be formed by:
- (i) the Licensee;
 - (ii) a Retailer;
 - (iii) a group of two (2) or more 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; and
 - (ii) shall not be included in a Drawing; and
 - (iii) no person or other legal entity is entitled to receive any Prize.

- (g) The Licensee may pay a fee or reward to its Retailers for the promotion of any Syndicate Entry or sale of any Syndicate Shares other than the Syndicate Share Fee.
- (h) Upon payment of the Syndicate Share Fee in respect of a Syndicate Share a Syndicate Player shall be entitled to receive a Ticket.

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a reasonable registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. The registration fee will be advised to the Player or a Syndicate Player prior to application. 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 or a Promotional Event.
- (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 (acting reasonably).
- (f) A Player or Syndicate Player will remain anonymous with respect to having won a Prize unless the Player or Syndicate Player opts out of anonymity by:
 - (i) appropriately marking a Prize claim form;
 - (ii) advising the Licensee's representative upon being contacted by such person with notice of having won a Prize; or
 - (iii) completing the relevant section on the membership application form (for Players or Syndicate Players who become Registered Players or Registered Syndicate Players).
- (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) No Player may submit an Entry Coupon or other form of entry, or in the case of a Syndicate Entry, no Syndicate Player may purchase a Syndicate Share, as trustee, representative or nominee for another person or persons. Each transaction effected by a Player or Syndicate Player 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 Weekday Windfall or Saturday Lotto Drawing relating to that Entry or Syndicate Share. For the purposes of this paragraph an Entry or Syndicate Share will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rules 6(e) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee (acting reasonably).
- (k) Form of entry in a Promotional Event:
 - (i) The Chief Executive Officer is to approve the form of entry for a Promotional Event prior to commencement of the Promotional Event;
 - (ii) Without limiting Rule 11(k)(i), the form of entry in a Promotional Event 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 Promotional Event is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Event:
- (1) constitutes the Player's or Syndicate Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee or its Retailers to the entrant evidencing the processing of an entry in the Promotional Event.

RULE 12 PRIZES

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

In respect of Weekday Windfall, unless otherwise Approved, the Prize Pool and the Prize Reserve Fund will be distributed in the following indicative amounts or percentages for each Draw that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than Division 1 shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund. Where there is no winner in Division 6, the percentage of the Prize Pool listed in Rule 12(i)(vi) shall be added to the Prize Reserve Fund. Where there is no winner in Divisions 2, 3, 4 or 5, the percentage of the Prize Pool specified in that Division shall be added to the percentage of the Prize Pool specified in the next lower Division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

For Draws conducted on and after 20 May 2024:

- (i) Division 1: a Prize of an amount equal to 0.0% of the Prize Pool plus the amount set out below shall be payable in respect of any Entry or Syndicate Entry which contains all six

(6) Winning Numbers. Such amount shall be paid from monies held in the Prize Reserve Fund as follows:

- (1) If there are no more than six (6) Division 1 winners, \$1,000,000.00 to each Division 1 winner; or
 - (2) If there are more than six (6) Division 1 winners, \$6,000,000.00 to be divided equally among those Division 1 winners; or
 - (3) Any other amount determined by the Licensee from time to time as a Division 1 Prize Guarantee.
 - (4) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, the amount of such Prizes shall be retained in the Prize Reserve Fund to be used in accordance with Rule 12(d).
- (ii) Division 2: a Prize of an amount equal to 4.20% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (iii) Division 3: a Prize of an amount equal to 6.50% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but no more than five (5) of the six (6) Winning Numbers.
- (iv) Division 4: a Prize of an amount equal to 18.50% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers.
- (v) Division 5: a Prize of an amount equal to 26.30% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (vi) Division 6: a Prize of an amount equal to 44.50% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains one (1) or two (2) but not more than two (2) of the six (6) Winning Numbers together with two (2) Supplementary Numbers.
- (j) Saturday Lotto

In respect of Saturday Lotto, unless otherwise Approved, the Prize Pool will be distributed in the indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in Division 6, the percentage of the Prize Pool listed in Rule 12(j)(vi) shall be added to the Prize Reserve Fund. Where there is no winner in Divisions 2, 3, 4 or 5, subject to the provisions of Rule 12(j)(i)(2)(b) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower Division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below:

- (i) Division 1: either –
- (1) a Prize of an amount equal to 32.75% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains all six (6) of the Winning Numbers. Such amount may be supplemented from monies held in the Prize Reserve Fund as determined by the Licensee or
 - (2) Jackpot of Division 1 Prize Pool whereby:
 - (a) if there is no Prize winner in Division 1, an amount equal to the Division 1 Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of a Division 1 Prize winner for a Jackpot Drawing; and
 - (b) subject to Rule 12(j)(i)(2)(c), in the event that there are no winners of the Jackpot Drawing referred to in Rule 12(j)(i)(2)(a), the amount held in the Prize Fund applicable to that Jackpot Drawing shall form part of the Division 1 Prize Pool for the next consecutive Drawing of Saturday Lotto; and
 - (c) in the event that there are no winners of the Division 1 Prize in the fourth (4th) consecutive Jackpot Drawing, (being the fifth (5th) consecutive Drawing of Saturday Lotto), then the amount held in the Prize Fund as the total prize money payable in respect of the fourth (4th) Jackpot Drawing shall be added to the prize money allocated to the next lower division in which a prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries in the fifth (5th) consecutive Drawing of Saturday Lotto.
- (ii) Division 2: subject to Rule 12(j)(i)(2)(c), a Prize of an amount equal to 3.70% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (iii) Division 3: subject to Rule 12(j)(i)(2)(c), a Prize of an amount equal to 5.60% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains five (5) but no more than five (5) of the six (6) Winning Numbers.
- (iv) Division 4: subject to Rule 12(j)(i)(2)(c), a Prize of an amount equal to 8.30% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains four (4) but not more than four (4) of the six (6) Winning Numbers.
- (v) Division 5: subject to Rule 12(j)(i)(2)(c), a Prize of an amount equal to 12.25% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (vi) Division 6: subject to Rule 12(j)(i)(2)(c), a Prize of an amount equal to 37.40% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which contains three (3) but not more than three (3) of the six (6) Winning Numbers.
- (k) Second Drawing

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

- (i) the Second Drawing shall be conducted following a Drawing of Weekday Windfall and/or Saturday Lotto or any combination thereof;
- (ii) an Entry or Syndicate Entry made in respect of a Drawing of Weekday Windfall or Saturday Lotto shall be automatically entered into the Second Drawing in respect of that Drawing of Weekday Windfall or Saturday 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 but shall be part of either a Drawing of Weekday Windfall and/or Saturday Lotto.

(l) A Game may include:

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

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

(m) Prizes in a Promotional Event

(i) The Prizes payable in a Promotional Event 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 or another lottery Conducted by the Licensee; and
- (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.

(ii) A Prize in a Promotional Event must not consist of or include tobacco.

(iii) A Prize in a Promotional Event must not consist of or include liquor within the meaning of the Liquor Act 1982.

(n) Determination of Prizes in a Promotional Event

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

RULE 13 ANNOUNCEMENT OF PRIZES

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

- (b) Following each Drawing of a Game the Licensee may make available to the media as soon as possible after, and in respect of, that Drawing:
 - (i) the names and addresses of Provisional Prize Winners only where anonymity does not apply in accordance with Rule 11(f) 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 the results of each Promotional Event as soon as possible after the completion of such Promotional Event.

- (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:
- (i) Other than as provided for Registered Players and Registered Syndicate Players, any Division 1 Prize (or in the case of a Syndicate Entry, a share of any Division 1 Prize) must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the particulars set out in Rule 14(m) and any other evidence that the Chief Executive Officer may from time to time require (acting reasonably); and

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 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 by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, or if electronic funds transfer is not available, by cheque.
- (e) For Registered Players:
- (i) a Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by the Registered Player to a Retailer, unless the Ticket is also entitled to a Provisional Prize in which case the Prize will be paid in accordance with Rules 14(b)-(d); or
- (ii) a Prize not claimed in accordance with Rule 14(e)(i) may be paid by the Licensee (at its election) either:
- (1) by remittance of the funds by electronic funds transfer into the Prize Winner's online account or nominated bank account; or
- (2) 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 (acting reasonably).

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

- (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 (acting reasonably).
- (g) Subject to Rules 14(a) to 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 Drawings. For Registered Players or Registered Syndicate Players, any unclaimed Multiple Draws Ticket Prizes will not be paid until after the last Drawing on the winning Ticket.

- (h) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by a Retailer in accordance with Rule 14(f) will be paid by the Licensee (by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, or if requested by the Player or Syndicate Player, by cheque once the accumulated and consolidated value of Prizes payable reaches a threshold amount determined by the Chief Executive Officer (acting reasonably), 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 (acting reasonably).
- (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 promptly by completing a Prize claim form and delivering it to the Licensee at the address printed on the Prize claim form. Such Prize claim form must contain or be accompanied by the particulars set out in Rule 14(m) and be received 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 unless the Ticket was wrongly not shown as a winning Ticket on a Computer Linked Terminal as a result of fraud, wilful misconduct or a negligent act or omission by the Licensee.

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

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

- (m) The particulars required for a Prize claim 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 reasonably 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 will 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.
- (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 additional or alternative evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or Provisional Prize may fail to meet one or more of the elements (1), (2) or (3) contained in the definition of Player or elements (1) or (2) contained in the definition of Syndicate Player 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 direct (acting reasonably):
- (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 other than that which is a result of fraud, wilful misconduct or a negligent act or omission by the Licensee. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A nominal and reasonable sum 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 other than that which is a result of fraud, wilful misconduct or a negligent act or omission by the Licensee.

- (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 (acting reasonably) 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 unless the payment of the Prize to the Player or Syndicate Player was a result of the fraud, wilful misconduct or a negligent act or omission by the Licensee.

- (y) A Prize or share of a Prize may be claimed through a Retailer or by mail directed to the postal address publicly notified from time to time on promotional material published by the Licensee or on the Website. A Prize claim form for a Prize or a share of a Prize must be forwarded by the Player to the Licensee direct.

- (z) Any Prize or share of a Prize to be paid in accordance with Rule 12(k) or Rule 12(m) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may direct (acting reasonably).

- (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.

- (dd) Payment of Prizes in a Promotional Event

- (i) A Prize is not payable in a Promotional Event unless:
- (1) the entry submitted in a Promotional Event is in the form determined by the Chief Executive Officer under Rule 11(k)(i); and
- (2) if the form of entry requires the Player or Syndicate Player to have purchased a

Ticket in a Game, the Ticket in the Game must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game is Valid; and

- (3) the claimant has complied with all conditions relating to the Promotional Event advertised under Rule 12(m)(ii).
- (ii) The Licensee may record on an entry in a Promotional Event a verification code or other test and use it to determine whether the entry in a Promotional Event is Valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Promotional Event, 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 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 or entry in a Promotional Event 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 in any of the circumstances described in Rule 15(b), or in other circumstances in which the Chief Executive Officer reasonably considers are of a similar nature or similarly justify the disqualification of the Entry. Any Ticket having issued in respect of an Entry or a Syndicate Share in a Game which is disqualified shall automatically be void and cancelled.

(b) The reasons for disqualification include:

- (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) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (iii) Ticket fails any security tests of the Licensee;
- (iv) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
- (v) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment.

(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 reasonable manner, the disqualification of such Entry or Syndicate Share.

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

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

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

RULE 16 LIMITATION OF LIABILITY

- (a) Nothing in these Rules (including in the following provisions of this Rule 16, which must be read subject to this Rule 16(a)):
- (i) excludes, restricts, or modifies any guarantee, term, condition, warranty or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances; or
 - (ii) limits the liability of the Licensee or any Retailer for fraud or wilful misconduct.
- (b) The total amount recoverable by the Player or Syndicate Player in respect of any liability owed to a Player or Syndicate Player in accordance with these Rules is limited as follows:
- (i) if the liability relates to an Entry or Syndicate Share, to the greater of:
 - (1) the total amount paid by the Player or Syndicate Player in respect of that Entry or Syndicate Share; and
 - (2) if the Player or Syndicate Player would have won a Prize in respect of that Entry or Syndicate Share but for the events giving rise to the liability, the amount of such Prize; and
 - (ii) in all other cases, \$10,000.
- (c) Without limiting Rule 16(b), the Licensee will have no responsibility or liability to a Player or Syndicate Player in respect of an Entry or Syndicate Share until a Ticket is issued to that Player or Syndicate Player in accordance with these Rules.
- (d) By entering a Game or a Promotional Event a Player or Syndicate Player acknowledges that they have entered into an agreement with the Licensee and, where the Entry is purchased from a Retailer, 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.
- (e) 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 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 resulting in loss or corruption of information retained on any Computer Records held by the Licensee except to the extent the loss or corruption was caused by the fraud or wilful misconduct of such person.
- (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 for any consequence of interference with or interruption to any Game or Promotional Event 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.
- (g) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Promotional Event, 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.
- (h) 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.

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

RULE 17 EFFECTIVE DATE

- (a) The Lotto Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded on and from 20 May 2024 but otherwise operate in conjunction with these Rules until such date. The Lotto Rules will continue to apply to draws (including entries into draws) up to draw no. 4391 for Monday Lotto and Wednesday Lotto and draw no. 4469 for Saturday Lotto.

- (b) Entries made pursuant to rules previously in force under any earlier Product Licence and which relate to a Drawing or Drawings to be conducted before 20 May 2024 shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous rules.

RULE 18 AGREEMENTS RELATING TO A PROMOTIONAL EVENT

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

SCHEDULE 1

**SELLING FEES PAYABLE FOR WEEKDAY WINDFALL THAT APPLY TO RETAILERS
(OTHER THAN RESELLERS)**

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
4 Games	4	\$2.70	\$2.40	\$0.30
5 Games	5	\$3.35	\$3.00	\$0.35
6 Games	6	\$4.00	\$3.60	\$0.40
7 Games	7	\$4.75	\$4.20	\$0.55
8 Games	8	\$5.40	\$4.80	\$0.60
9 Games	9	\$6.05	\$5.40	\$0.65
10 Games	10	\$6.80	\$6.00	\$0.80
11 Games	11	\$7.45	\$6.60	\$0.85
12 Games	12	\$8.10	\$7.20	\$0.90
13 Games	13	\$8.80	\$7.80	\$1.00
14 Games	14	\$9.45	\$8.40	\$1.05
15 Games	15	\$10.10	\$9.00	\$1.10
16 Games	16	\$10.80	\$9.60	\$1.20
17 Games	17	\$11.45	\$10.20	\$1.25
18 Games	18	\$12.10	\$10.80	\$1.30
19 Games	19	\$12.80	\$11.40	\$1.40
20 Games	20	\$13.45	\$12.00	\$1.45
21 Games	21	\$14.15	\$12.60	\$1.55
22 Games	22	\$14.80	\$13.20	\$1.60
23 Games	23	\$15.50	\$13.80	\$1.70
24 Games	24	\$16.15	\$14.40	\$1.75
25 Games	25	\$16.90	\$15.00	\$1.90
26 Games	26	\$17.55	\$15.60	\$1.95
27 Games	27	\$18.20	\$16.20	\$2.00
28 Games	28	\$18.85	\$16.80	\$2.05
29 Games	29	\$19.55	\$17.40	\$2.15
30 Games	30	\$20.20	\$18.00	\$2.20
31 Games	31	\$20.90	\$18.60	\$2.30
32 Games	32	\$21.55	\$19.20	\$2.35
33 Games	33	\$22.25	\$19.80	\$2.45
34 Games	34	\$22.90	\$20.40	\$2.50
35 Games	35	\$23.60	\$21.00	\$2.60
36 Games	36	\$24.30	\$21.60	\$2.70
37 Games	37	\$24.95	\$22.20	\$2.75

38 Games	38	\$25.60	\$22.80	\$2.80
Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
39 Games	39	\$26.30	\$23.40	\$2.90
40 Games	40	\$26.95	\$24.00	\$2.95
41 Games	41	\$27.60	\$24.60	\$3.00
42 Games	42	\$28.30	\$25.20	\$3.10
43 Games	43	\$29.00	\$25.80	\$3.20
44 Games	44	\$29.70	\$26.40	\$3.30
45 Games	45	\$30.35	\$27.00	\$3.35
46 Games	46	\$31.00	\$27.60	\$3.40
47 Games	47	\$31.65	\$28.20	\$3.45
48 Games	48	\$32.30	\$28.80	\$3.50
49 Games	49	\$32.95	\$29.40	\$3.55
50 Games	50	\$33.60	\$30.00	\$3.60
System 4	820	\$552.50	\$492.00	\$60.50
System 5	40	\$26.95	\$24.00	\$2.95
System 7	7	\$4.75	\$4.20	\$0.55
System 8	28	\$18.85	\$16.80	\$2.05
System 9	84	\$56.60	\$50.40	\$6.20
System 10	210	\$141.50	\$126.00	\$15.50
System 11	462	\$311.30	\$277.20	\$34.10
System 12	924	\$622.60	\$554.40	\$68.20
System 13	1,716	\$1,156.20	\$1,029.60	\$126.60
System 14	3,003	\$2,023.40	\$1,801.80	\$221.60
System 15	5,005	\$3,372.50	\$3,003.00	\$369.50
System 16	8,008	\$5,395.80	\$4,804.80	\$591.00
System 17	12,376	\$8,338.95	\$7,425.60	\$913.35
System 18	18,564	\$12,508.40	\$11,138.40	\$1,370.00
System 19	27,132	\$18,281.55	\$16,279.20	\$2,002.35
System 20	38,760	\$26,116.50	\$23,256.00	\$2,860.50
5 Games in 3 consecutive draws	5 per Draw or 15 over 3 Draws	\$10.00	\$9.00	\$1.00
15 Games in 3 consecutive draws	15 per Draw or 45 over 3 Draws	\$30.00	\$27.00	\$3.00

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 WEEKDAY WINDFALL THAT APPLY TO RESELLERS

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
4 Games	4	\$2.60	\$2.40	\$0.20
5 Games	5	\$3.30	\$3.00	\$0.30
6 Games	6	\$3.95	\$3.60	\$0.35
7 Games	7	\$4.60	\$4.20	\$0.40
8 Games	8	\$5.25	\$4.80	\$0.45
9 Games	9	\$5.94	\$5.40	\$0.50
10 Games	10	\$6.55	\$6.00	\$0.55
11 Games	11	\$7.20	\$6.60	\$0.60
12 Games	12	\$7.85	\$7.20	\$0.65
13 Games	13	\$8.55	\$7.80	\$0.75
14 Games	14	\$9.20	\$8.40	\$0.80
15 Games	15	\$9.85	\$9.00	\$0.85
16 Games	16	\$10.50	\$9.60	\$0.90
17 Games	17	\$11.15	\$10.20	\$0.95
18 Games	18	\$11.80	\$10.80	\$1.00
19 Games	19	\$12.45	\$11.40	\$1.05
20 Games	20	\$13.10	\$12.00	\$1.10
21 Games	21	\$13.75	\$12.60	\$1.15
22 Games	22	\$14.45	\$13.20	\$1.25
23 Games	23	\$15.10	\$13.80	\$1.30
24 Games	24	\$15.75	\$14.40	\$1.35
25 Games	25	\$16.40	\$15.00	\$1.40
26 Games	26	\$17.05	\$15.60	\$1.45
27 Games	27	\$17.70	\$16.20	\$1.50
28 Games	28	\$18.35	\$16.80	\$1.55
29 Games	29	\$19.00	\$17.40	\$1.60
30 Games	30	\$19.65	\$18.00	\$1.65
31 Games	31	\$20.35	\$18.60	\$1.75
32 Games	32	\$21.00	\$19.20	\$1.80
33 Games	33	\$21.65	\$19.80	\$1.85
34 Games	34	\$22.30	\$20.40	\$1.90
35 Games	35	\$22.95	\$21.00	\$1.95
36 Games	36	\$23.60	\$21.60	\$2.00
37 Games	37	\$24.25	\$22.20	\$2.05
38 Games	38	\$24.90	\$22.80	\$2.10

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
39 Games	39	\$25.60	\$23.40	\$2.20
40 Games	40	\$26.25	\$24.00	\$2.25
41 Games	41	\$26.90	\$24.60	\$2.30
42 Games	42	\$27.55	\$25.20	\$2.35
43 Games	43	\$28.20	\$25.80	\$2.40
44 Games	44	\$28.85	\$26.40	\$2.45
45 Games	45	\$29.50	\$27.00	\$2.50
46 Games	46	\$30.15	\$27.60	\$2.55
47 Games	47	\$30.80	\$28.20	\$2.60
48 Games	48	\$31.05	\$28.80	\$2.70
49 Games	49	\$32.15	\$29.40	\$2.75
50 Games	50	\$32.80	\$30.00	\$2.80
System 4	820	\$537.75	\$492.00	\$45.75
System 5	40	\$26.25	\$24.00	\$2.25
System 7	7	\$4.60	\$4.20	\$0.40
System 8	28	\$18.35	\$16.80	\$1.55
System 9	84	\$55.10	\$50.40	\$4.70
System 10	210	\$137.70	\$126.00	\$11.70
System 11	462	\$303.00	\$277.20	\$25.80
System 12	924	\$605.95	\$554.40	\$51.55
System 13	1,716	\$1,125.35	\$1,029.60	\$95.75
System 14	3,003	\$1,969.35	\$1,801.80	\$167.55
System 15	5,005	\$3,282.30	\$3,003.00	\$279.30
System 16	8,008	\$5,251.65	\$4,804.80	\$446.85
System 17	12,376	\$8,116.20	\$7,425.60	\$690.60
System 18	18,564	\$12,174.25	\$11,138.40	\$1,035.85
System 19	27,132	\$17,793.15	\$16,279.20	\$1,513.95
System 20	38,760	\$25,418.80	\$23,256.00	\$2,162.80

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

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

SCHEDULE 3

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

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
4 Games	4	\$3.85	\$3.40	\$0.45
5 Games	5	\$4.80	\$4.25	\$0.55
6 Games	6	\$5.75	\$5.10	\$0.65
7 Games	7	\$6.70	\$5.95	\$0.75
8 Games	8	\$7.65	\$6.80	\$0.85
9 Games	9	\$8.60	\$7.65	\$0.95
10 Games	10	\$9.60	\$8.50	\$1.10
11 Games	11	\$10.50	\$9.35	\$1.15
12 Games	12	\$11.50	\$10.20	\$1.30
13 Games	13	\$12.45	\$11.05	\$1.40
14 Games	14	\$13.40	\$11.90	\$1.50
15 Games	15	\$14.35	\$12.75	\$1.60
16 Games	16	\$15.30	\$13.60	\$1.70
17 Games	17	\$16.25	\$14.45	\$1.80
18 Games	18	\$17.20	\$15.30	\$1.90
19 Games	19	\$18.15	\$16.15	\$2.00
20 Games	20	\$19.10	\$17.00	\$2.10
21 Games	21	\$20.05	\$17.85	\$2.20
22 Games	22	\$21.00	\$18.70	\$2.30
23 Games	23	\$21.95	\$19.55	\$2.40
24 Games	24	\$22.90	\$20.40	\$2.50
25 Games	25	\$23.90	\$21.25	\$2.65
26 Games	26	\$24.80	\$22.10	\$2.70
27 Games	27	\$25.75	\$22.95	\$2.80
28 Games	28	\$26.75	\$23.80	\$2.95
29 Games	29	\$27.70	\$24.65	\$3.05
30 Games	30	\$28.65	\$25.50	\$3.15
31 Games	31	\$29.60	\$26.35	\$3.25
32 Games	32	\$30.55	\$27.20	\$3.35
33 Games	33	\$31.50	\$28.05	\$3.45
34 Games	34	\$32.45	\$ 28.90	\$3.55
35 Games	35	\$33.40	\$29.75	\$3.65
36 Games	36	\$34.40	\$30.60	\$3.80
37 Games	37	\$35.30	\$31.45	\$3.85
38 Games	38	\$36.25	\$32.30	\$3.95

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
39 Games	39	\$37.25	\$33.15	\$4.10
40 Games	40	\$38.20	\$34.00	\$4.20
41 Games	41	\$39.15	\$34.85	\$4.30
42 Games	42	\$ 40.10	\$35.70	\$4.40
43 Games	43	\$41.05	\$36.55	\$4.50
44 Games	44	\$42.00	\$37.40	\$4.60
45 Games	45	\$42.95	\$38.25	\$4.70
46 Games	46	\$43.90	\$39.10	\$4.80
47 Games	47	\$44.85	\$39.95	\$4.90
48 Games	48	\$45.80	\$40.80	\$5.00
49 Games	49	\$46.75	\$41.65	\$5.10
50 Games	50	\$47.80	\$42.50	\$5.30
System 4	820	\$782.75	\$697.00	\$85.75
System 5	40	\$38.20	\$34.00	\$4.20
System 7	7	\$6.70	\$5.95	\$0.75
System 8	28	\$26.75	\$23.80	\$2.95
System 9	84	\$80.20	\$71.40	\$8.80
System 10	210	\$200.45	\$178.50	\$21.95
System 11	462	\$441.00	\$392.70	\$48.30
System 12	924	\$882.00	\$785.40	\$96.60
System 13	1,716	\$1,638.00	\$1,458.60	\$179.40
System 14	3,003	\$2,866.50	\$2,552.55	\$313.95
System 15	5,005	\$4,777.50	\$4,254.25	\$523.25
System 16	8,008	\$7,644.05	\$6,806.80	\$837.25
System 17	12,376	\$11,813.50	\$10,519.60	\$1,293.90
System 18	18,564	\$17,721.40	\$15,779.40	\$1,942.00
System 19	27,132	\$25,899.20	\$23,062.20	\$2,837.00
System 20	38,760	36,999.00	\$32,946.00	\$4,053.00

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

SCHEDULE 4

SELLING FEES PAYABLE FOR SATURDAY LOTTO THAT APPLY TO RESELLERS

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
4 Games	4	\$3.70	\$3.40	\$0.30
5 Games	5	\$4.65	\$4.25	\$0.40
6 Games	6	\$5.55	\$5.10	\$0.45
7 Games	7	\$6.50	\$5.95	\$0.55
8 Games	8	\$7.45	\$6.80	\$0.65
9 Games	9	\$8.35	\$7.65	\$0.70
10 Games	10	\$9.30	\$8.50	\$0.80
11 Games	11	\$10.20	\$9.35	\$0.85
12 Games	12	\$11.15	\$10.20	\$0.95
13 Games	13	\$12.10	\$11.05	\$1.05
14 Games	14	\$13.00	\$11.90	\$1.10
15 Games	15	\$13.95	\$12.75	\$1.20
16 Games	16	\$14.85	\$13.60	\$1.25
17 Games	17	\$15.80	\$14.45	\$1.35
18 Games	18	\$16.70	\$15.30	\$1.40
19 Games	19	\$17.65	\$16.15	\$1.50
20 Games	20	\$18.60	\$17.00	\$1.60
21 Games	21	\$19.50	\$17.85	\$1.65
22 Games	22	\$20.45	\$18.70	\$1.75
23 Games	23	\$21.35	\$19.55	\$1.80
24 Games	24	\$22.30	\$20.40	\$1.90
25 Games	25	\$23.25	\$21.25	\$2.00
26 Games	26	\$24.15	\$22.10	\$2.05
27 Games	27	\$25.10	\$22.95	\$2.15
28 Games	28	\$26.00	\$23.80	\$2.20
29 Games	29	\$26.95	\$24.65	\$2.30
30 Games	30	\$27.85	\$25.50	\$2.35
31 Games	31	\$28.80	\$26.35	\$2.45
32 Games	32	\$29.75	\$27.20	\$2.55
33 Games	33	\$30.65	\$28.05	\$2.60
34 Games	34	\$31.60	\$28.90	\$2.70
35 Games	35	\$32.50	\$29.75	\$2.75
36 Games	36	\$33.45	\$30.60	\$2.85
37 Games	37	\$34.35	\$31.45	\$2.90
38 Games	38	\$35.30	\$32.30	\$3.00
39 Games	39	\$36.25	\$33.15	\$3.10

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
40 Games	40	\$37.15	\$34.00	\$3.15
41 Games	41	\$38.10	\$34.85	\$3.25
42 Games	42	\$39.00	\$35.70	\$3.30
43 Games	43	\$39.95	\$36.55	\$3.40
44 Games	44	\$40.90	\$37.40	\$3.50
45 Games	45	\$41.80	\$38.25	\$3.55
46 Games	46	\$42.75	\$39.10	\$3.65
47 Games	47	\$43.65	\$39.95	\$3.70
48 Games	48	\$44.60	\$40.80	\$3.80
49 Games	49	\$45.50	\$41.65	\$3.85
50 Games	50	\$46.45	\$42.50	\$3.95
System 4	820	\$761.80	\$697.00	\$64.80
System 5	40	\$37.15	\$34.00	\$3.15
System 7	7	\$6.50	\$5.95	\$0.55
System 8	28	\$26.00	\$23.80	\$2.20
System 9	84	\$78.05	\$71.40	\$6.65
System 10	210	\$195.10	\$178.50	\$16.60
System 11	462	\$429.20	\$392.70	\$36.50
System 12	924	\$858.45	\$785.40	\$73.05
System 13	1,716	\$1,594.25	\$1,458.60	\$135.65
System 14	3,003	\$2,789.95	\$2,552.55	\$237.40
System 15	5,005	\$4,649.90	\$4,254.25	\$395.65
System 16	8,008	\$7,439.85	\$6,806.8	\$633.05
System 17	12,376	\$11,497.90	\$10,519.60	\$978.30
System 18	18,564	\$17,246.90	\$15,779.40	\$1,467.50
System 19	27,132	\$25,207.00	\$23,062.20	\$2,144.80
System 20	38,760	\$36,010.00	\$32,946.00	\$3,064.00

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

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

LAND TAX MANAGEMENT ACT 1956
Land Tax (including Surcharge Land Tax) Returns for 2025 Tax Year

1. This Order is made under section 12(1) of the *Land Tax Management Act 1956* and section 37 of the *Taxation Administration Act 1996*. The purpose of this Order is to advise persons who own land in New South Wales if and when they are required to lodge an initial return or a variation return in relation to the 2025 land tax year or an earlier tax year.

Persons Who Must Lodge an Initial Return

2. The requirement to lodge an initial land tax return in 2025, as specified in this Order, applies to certain “persons” who are “owners” of land in New South Wales at midnight on 31 December 2024 (or any previous year if paragraph 8 applies). The reference to an “owner” includes a reference to a person who is an owner of land or is deemed or taken to be an owner for land tax purposes by the *Land Tax Management Act 1956*. A “person” includes a company, a trustee, a beneficiary of a trust and a natural person.
3. Under section 12(2) of the *Land Tax Management Act 1956*, the Chief Commissioner of State Revenue (“the Chief Commissioner”) may require any person to lodge a return or further return in circumstances other than those described in this Order.
4. A requirement to lodge a return specified in this Order does not affect a requirement to lodge a return by an earlier date specified by the Chief Commissioner under section 12(2) of the *Land Tax Management Act* or an earlier date specified in any previous Order made under section 12(1).
5. Persons who own land in New South Wales at midnight on 31 December 2024 which is not exempt from land tax must lodge an initial return unless they were assessed and received a land tax notice of assessment for the 2024 land tax year.
6. Persons who are foreign persons for the purposes of surcharge land tax and who own residential land in New South Wales at midnight on 31 December 2024 and have not included the land in a previous return must lodge an initial return, even if the owner believes the land is exempt.
7. Persons who have received a land tax notice of assessment for any land tax year prior to 2025 showing nil tax payable and who have subsequently acquired additional land or an additional interest in land and are the owners of land at midnight on 31 December 2024 which is not exempt from land tax must lodge an initial return.
8. Persons who are liable to be assessed for land tax for any tax year prior to 2025 and have not previously lodged a return for that tax year or have not received a land tax notice of assessment for that tax year must also lodge an initial return.
9. Persons who own land that has previously been exempt from land tax in any tax year prior to 2025 but is not exempt for the 2025 tax year must lodge an initial return, including where legislative requirements for the exemption have changed.
10. Where land is subject to a trust, and the trustee has not previously lodged a land tax return, the trustee must lodge an initial return on behalf of the trust. If the trustee fails to lodge a return or fails to provide the information about the beneficiaries of the trust, as specified by the form approved by the Chief Commissioner, the trust may be assessed as if it were a special trust.
11. Where land is subject to a trust, an initial return must be lodged by a trustee of the trust disclosing any beneficiaries or potential beneficiaries who are foreign persons.

12. A Land Tax Registration Form is an initial return for the purposes of section 12.

Due Date for Lodgement of Initial Returns

13. Any person who is required by this Order to lodge an initial return must do so by 31 March 2025.
14. Interest and penalty tax may be imposed under the *Land Tax Management Act 1956* and the *Taxation Administration Act 1996* for failing to lodge a return by the due date. Late lodgement interest applies from 1 April 2025 until the date of lodgement of the return.

Persons Who Must Lodge a Variation Return

15. A variation return is required to be lodged by a person who receives an incorrect notice of assessment of land tax. An incorrect notice of assessment of land tax includes, but is not limited to, the following circumstances:
- (a) a foreign person has not been correctly assessed for surcharge land tax.
 - (b) details of land owned by the person as shown on the notice are incorrect (including but not limited to inclusion of land disposed of prior to midnight on 31 December 2024; land acquired prior to midnight on 31 December 2024 that has not been included in the assessment; the percentage interest in land is incorrect for land that is jointly owned; land shown in an assessment is owned by the person in the capacity of trustee but is not shown as such; or an incorrect property description is shown).
 - (c) exempt land has been incorrectly assessed as liable for land tax.
 - (d) liable land has been incorrectly assessed as exempt from land tax.
 - (e) an exemption was previously granted subject to conditions which have not been fulfilled.
 - (f) Legislative requirements for a previously granted exemption have changed.
 - (g) the calculation of tax is incorrect (being either too high or too low).
 - (h) a special trust has been incorrectly assessed as if it were a fixed trust.
 - (i) a fixed trust has been incorrectly assessed as if it were a special trust.
 - (j) a person who is acting as a trustee has not been assessed in the capacity of trustee.
 - (k) the beneficiaries of a family unit trust have changed since 31 December 2005.
 - (l) the beneficial interests of the beneficiaries of a family unit trust have changed since 31 December 2005.
 - (m) additional land has been acquired by a family unit trust, and the total liable land owned by the trust has a taxable value of more than \$1 million for the tax year during which the land was acquired.
 - (n) a group constituted under section 29 of the *Land Tax Management Act 1956* does not have a member classified and assessed as a concessional company.
 - (o) a group constituted under section 29 of the *Land Tax Management Act 1956* has more than one member classified and separately assessed as a

concessional company (note that two or more companies can be correctly classified as joint concessional companies and jointly assessed as such).

(p) an error occurred in the calculation of the average value of a parcel of land.

16. A variation return is required to be lodged if the trustee of a trust that has an interest in land has not previously advised the Chief Commissioner of the existence of the trust. This return will also require the trustee to advise if the trust is a fixed or special trust, and whether the trustee should be regarded as a foreign person for the purposes of surcharge land tax.
17. Other than in the case of a special trust, a variation return disclosing details of the beneficiaries of a trust must be lodged by the trustee of a trust unless the trustee has previously advised the Chief Commissioner of the beneficiaries of the trust or the beneficial owners of land owned by the trust. If a trustee fails to comply with this requirement, the Chief Commissioner may classify the trust as a special trust.
18. A variation return must be lodged by a trustee of a trust disclosing any beneficiaries or potential beneficiaries who are foreign persons unless the trustee has previously advised the Chief Commissioner that the trust has foreign persons as potential beneficiaries.
19. A variation return must be lodged by a trustee of a trust if the trust deed has been amended to exclude a foreign person from being a beneficiary.

Due Date for Lodgement of Variation Returns

20. A variation return is required to be lodged by the payment date shown on the notice of assessment. If the notice of assessment shows that no tax is payable, the due date for lodgement of a variation return is 60 days after the "Issue Date" shown on the notice.
21. Interest and penalty tax may be imposed under the *Land Tax Management Act 1956* and the *Taxation Administration Act 1996* for failing to lodge a return by the due date.

Information about Surcharge Land Tax

22. For the purposes of surcharge land tax, a foreign person¹ includes:
 - (a) an individual not ordinarily resident² in Australia; or
 - (b) a corporation in which an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds a substantial interest; or
 - (c) a corporation in which 2 or more persons, each of whom is an individual not ordinarily resident in Australia, a foreign corporation or a foreign government, hold an aggregate substantial interest; or
 - (d) the trustee of a trust in which an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds a substantial interest; or
 - (e) the trustee of a trust in which 2 or more persons, each of whom is an individual not ordinarily resident in Australia, a foreign corporation or a foreign government, hold an aggregate substantial interest; or
 - (f) a discretionary trust which, as at 31 December 2024, does not prevent distributions to potential foreign beneficiaries;

¹ See ss.104J and 104JA of the *Duties Act 1997* for the meaning of "foreign person"

² See s.104J of the *Duties Act 1997* for the meaning of "not ordinarily resident in Australia"

- (g) a foreign government; or
- (h) a general partner of a limited partnership where:
 - i. an individual not ordinarily resident in Australia, a foreign corporation or a foreign government holds at least 20% in the limited partnership, or
 - ii. two or more persons each of whom is an individual not ordinarily resident in Australia, a foreign corporation or a foreign government, hold an aggregate interest of at least 40% in the limited partnership.

Note: Australian Citizens are not foreign persons, irrespective of where they reside.

23. For the purposes of surcharge land tax, residential land means any of the following and does not include any land used for primary production as defined in section 10AA of the *Land Tax Management Act 1956*:
- (a) a parcel of land on which there are one or more dwellings, or a parcel of land on which there is a building under construction that, when completed, will constitute one or more dwellings, or
 - (b) a strata lot if it is lawfully occupied as a separate dwelling, or suitable for lawful occupation as a separate dwelling, or
 - (c) a utility lot if its use is restricted to the owner or occupier of a strata lot described in paragraph 23(b), or
 - (d) a land use entitlement if it entitles the holder to occupy a building, or part of a building, as a separate dwelling, or
 - (e) a parcel of vacant land that is zoned or otherwise designated for use for residential purposes, or principally for residential purposes.
24. A foreign person who jointly owns residential land may be liable for surcharge land tax on the person's proportionate interest in the jointly owned residential land.

How to Lodge a Return

25. A person, including an agent or trustee may satisfy the obligation to lodge an initial return, a variation return or a surcharge return, by entering the required information online at www.revenue.nsw.gov.au/taxes/land/online. To login you will need your client ID and correspondence ID, which can be found on any recent Revenue NSW land tax notice or correspondence.
26. Contact Revenue NSW if you are unable to use the on-line lodgement option and require an alternative means of lodging a return. Revenue NSW's contact details and business hours are published on the website.

Go to www.revenue.nsw.gov.au for more information on land tax and surcharge land tax.

Scott Johnston
Chief Commissioner of State Revenue
Date: 3 December 2024

CHARITABLE TRUSTS ACT 1993
ORDER UNDER SECTION 12
CY PRES SCHEME RELATING TO
THE AUSTRALIAN CHRISTIAN LOBBY AND ISRAEL FOLAU CAMPAIGN

Section 12(1)(a) of the *Charitable Trusts Act 1993* permits the Attorney General to establish a cy pres scheme to alter the original purpose of a charitable trust. Section 9(1) permits the application of trust property cy pres where the spirit of the original trust can no longer be implemented.

The Australian Christian Lobby (**ACL**) effected a trust by agreeing to hold funds for Israel Folau (**Mr Folau**) for the purpose of supporting his dispute against Rugby Australia and the Christian cause. An application for a cy pres scheme was made on behalf of ACL for the balance of the unused donations raised by ACL which cannot be returned to donors or redirected with their consent. The balance of donations raised by ACL are to be applied to advance religious freedom in Australia and support religious freedom litigation, including by donating to the Human Rights Law Alliance Ltd. The sum of the scheme is \$106,300.

Mr Folau's legal dispute with Rugby Australia commenced over the termination of Mr Folau's employment contract, in response to specific social media posts of Mr Folau espousing his religious views which was deemed to be homophobic by Rugby Australia. Mr Folau launched a GoFundMe campaign to solicit donations from the public for his legal action against Rugby Australia. However, this appeal was later removed by GoFundMe, and as a result, ACL agreed to host Mr Folau's crowdfunding of his legal fees and associated costs on their platform. A total of \$2,103,773.79 was raised in the appeal. Following a confidential settlement between Mr Folau and Rugby Australia, and pursuant to a Deed of Fundraising Support (**Deed**) between Mr Folau and the ACL governing the use of the donations, ACL attempted to return or redirect unused donations.

The terms of the Deed governing the use of the funds, with specific reference cl 8(d), requiring the return of any unused donations to donors, means that the funds raised by ACL are not to be treated as an outright gift to Mr Folau or ACL but are held by ACL on trust. The purpose of the trust - to support the Christian cause by funding the freedom of religious expression litigation of Mr Folau - is charitable, falling within the third head of charity - the advancement of religion.

The unused funds which cannot be returned to donors or redirected with their consent are to be applied cy pres as the original purpose of the trust can no longer be fulfilled. The proposed use is sufficiently close to the original purpose of the trust being to support the Christian cause by way of funding religious freedom litigation.

In these circumstances, I, as the Attorney General's delegate, have approved the establishment of a cy pres scheme in relation to the unused donations held by the ACL, to be applied to advance religious freedom in Australia and support religious freedom litigation.

Pursuant to section 12 of the *Charitable Trusts Act 1993*, I hereby order that a cy pres scheme be established whereby the funds held by ACL are to be applied by it for the advancement of religious freedom in Australia and to support religious freedom litigation, including by donation to the Human Rights Law Alliance Ltd for the aforementioned purpose.

The order will take effect 21 days after its publication in the NSW Government Gazette, in accordance with section 16(2) of the *Charitable Trusts Act 1993*.

Date of Order:

4 December 2024

SIGNED



M G SEXTON SC

Solicitor General (Under delegation from the Attorney General)