



Government Gazette

of the State of

New South Wales

Number 60–Other
Friday, 23 February 2024

The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It also contains 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 the notice and can be used as a reference for that notice (for example, (n2019-14)).

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW legislation website (www.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, see the Gazette page.

PUBLIC LOTTERIES ACT 1996

GAMES OF LOTTO

APPROVAL OF AMENDMENT TO THE CONDITIONS OF PRODUCT LICENCE

I, Tarek Barakat, A/Chief Executive Officer, Hospitality & Racing Group, Department of Enterprise, Investment & Trade, pursuant to section 14 of the Public Lotteries Act 1996 (hereinafter referred to as "the Act") and clause 3(1)(f) of the Games of Lotto Product Licence Conditions, **DO HEREBY APPROVE**, under delegation of the Minister for Gaming and Racing pursuant to section 81 of the Act, the Conditions of the Product Licence to conduct Games of Lotto and Games of Promotional Lotto held by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 6 May 2024.

Dated this 2nd day of February 2024.



Tarek Barakat

A/Chief Executive Officer
Hospitality and Racing
Department of Enterprise, Investment and Trade
Delegate of the Minister for Gaming & Racing

Conditions of Product Licence for Games of Lotto

Contents

	Page	
1	Definitions and interpretation	3
2	Effects of conditions	3
2.1	Status	3
2.2	Incorporation	3
2.3	No amendment	3
3	Mandatory conditions	3
3.1	Process for amendment – Product Licensee’s request	3
3.2	Process for amendment – Minister	4
3.3	Product Licensee to comply with the Rules	5
4	Procedure – application for amendment to Rules	5
5	Minor procedural variations	6
6	Responsibilities of Product Licensee	7
7	Frequency	8
8	Subscriptions received	8
9	Prize Fund Accounts	9
10	Duty payable to the Treasurer	9
10.1	Payment of general duty	9
10.2	Payment of licence duty	9
11	Prize Reserve Fund and Prize Pool	9
12	Prize payments	11
13	Minister's nominee at drawing	11
14	Inspection of equipment	11
15	Publication of results	11
16	Approved Games of Lotto equipment	11
17	Agent's commission	12
Schedule 1	— Dictionary	13

1 Definitions and interpretation

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

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

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

2 Effects of conditions

2.1 Status

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

2.2 Incorporation

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

2.3 No amendment

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

3 Mandatory conditions

3.1 Process for amendment – Product Licensee’s request

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

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

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

3.2 Process for amendment – Minister

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

- (a) The Minister may amend a Condition by notice to the Product Licensee (**Amendment Notice**).
- (b) The Amendment Notice must include:
 - (i) the terms of the Proposed Amendment;
 - (ii) the reasons for the Proposed Amendment;
 - (iii) where relevant, information as to the effect of the Proposed Amendment on the integrity of Games of Lotto and Games of Promotional Lotto; and
 - (iv) where relevant, information as to the effect of the Proposed Amendment on the harm minimisation and consumer protection measures of Games of Lotto and Games of Promotional Lotto.
- (c) The Product Licensee must, within 20 Business Days of lodgement of the Amendment Notice, notify the Minister:

- (i) that it agrees to the terms of the Proposed Amendment;
- (ii) if it does not agree to the terms of the Proposed Amendment, of changes to the terms of the Proposed Amendment to which it would agree; or
- (iii) if it will not agree to the terms of the Proposed Amendment even with changes, that it will not agree to the terms of the Proposed Amendment,

and, in the case of Condition 3.2(c)(ii) or (iii), must notify the Minister of the reasons for its changes or for not agreeing to the Proposed Amendment, as the case may be.

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

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

3.3 Product Licensee to comply with the Rules

The Product Licensee must comply with the Rules.

4 Procedure – application for amendment to Rules

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

- (a) If the Product Licensee wishes to apply to the Minister to amend the Rules, the Product Licensee must complete and lodge with the Minister an application for amendment (**Rules Amendment Application**).
- (b) The Rules Amendment Application must include:
 - (i) the terms of the proposed amendment;

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

5 Minor procedural variations

- (a) Despite Conditions 3.1, 3.2 and 4, but subject to Condition 5(b), the Minister and the Product Licensee may agree to vary a period, a time at which a document is taken to be complete or a time by which information is to be provided specified in any of Conditions 3.1, 3.2 and 4. That variation is effective when the Minister notifies the Product Licensee of the agreed variation. The Minister may notify the Product Licensee that the variation is effective retrospectively.
- (b) The Minister and the Product Licensee may not agree to vary the period provided for in Conditions 3.1(f).

6 Responsibilities of Product Licensee

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

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

7 Frequency

- (a) The Product Licensee must conduct the following Games of Lotto as outlined below unless otherwise approved:
 - (i) Monday and Wednesday Lotto to be conducted on Monday and Wednesday in each and every week during the term of the Product Licence up to and including 19 May 2024;
 - (ii) Weekday Windfall to be conducted on Monday, Wednesday and Friday in each and every week during the term of the Product Licence commencing on and from 20 May 2024;
 - (iii) Saturday Lotto to be conducted on Saturday in each and every week during the term of the Product Licence.
 - (b) Games of Promotional Lotto must be drawn at such times as the Chief Executive Officer determines.
-

8 Subscriptions received

- (a) All subscriptions received by the Product Licensee in respect of any Game of Lotto conducted by the Product Licensee pursuant to the Product Licence must, in the first instance, be forthwith paid into the General Fund.
- (b) The subscriptions referred to in paragraph (a) must, in accordance with Conditions 9 and 10, be appropriated in the following manner for each Game of Lotto:
 - (i) to the payment of not less than sixty percent (60%) of the subscriptions into the relevant Prize Fund Account in accordance with Condition 9 or as otherwise approved;
 - (ii) to the payment of seventy-six point nine one eight percent (76.918%) of the player loss reduced by the global GST amount to the Treasurer as general duty in accordance with section 28(1) of the Act;
 - (iii) the balance remaining to the Product Licensee.
- (c) The Minister may make a direction specifying the maximum percentage of subscriptions that may be appropriated into the Prize Fund Account in accordance with Condition 8(b)(i)

9 Prize Fund Accounts

- (a) The Product Licensee must, for the purposes of section 27 of the Act, maintain a Prize Fund Account for each Game of Lotto. .
- (b) Each Prize Fund Account must be operated by the Chief Executive Officer, and the Chief Executive Officer must pay into the relevant Prize Fund Account that part of the subscriptions referred to in Condition 8(b)(i) from the General Fund.
- (c) The Product Licensee must subsidise each Prize Fund Account in the event, and to the extent, of any shortfall of funds in that account required for payment of prizes.

10 Duty payable to the Treasurer

10.1 Payment of general duty

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

10.2 Payment of licence duty

- (a) On the date of grant of the Product Licence and within one month after each Anniversary, the Product Licensee must pay to the Treasurer as licence duty under section 29 of the Act the amount determined in accordance with paragraph (b)
- (b) The amount to be paid in accordance with paragraph (a) is:
 - (i) on the date of the grant of the Product Licence, \$5,000; and
 - (ii) on each Anniversary of the grant of the Product Licence, the amount determined by the following formula:

The greater of:

$A \times (1+B)$

and

$A \times 1.025$

where

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

and

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

11 Prize Reserve Fund and Prize Pool

- (a) There must be retained in the Prize Reserve Fund located within each Prize Fund Account an amount of not more than:

- (i) twenty seven percent (27%) of all subscriptions received in respect of a particular Monday Lotto and Wednesday Lotto, unless otherwise approved; and
- (ii) twenty seven percent (27%) of all subscriptions received for Weekday Windfall, unless otherwise approved; and
- (iii) five percent (5%) of all subscriptions received for Saturday Lotto, unless otherwise approved;

together with an amount representing any unclaimed prizes.

- (b) Excluding amounts retained in accordance with paragraph (a) of this Condition, the subscriptions in the Prize Fund Account received for:

- (i) Monday Lotto or Wednesday Lotto must be reallocated as the divisions 2,3,4,5 and 6 Prize Pools; and
- (ii) Weekday Windfall must be reallocated as the divisions 2,3,4,5 and 6 Prize Pools; and
- (iii) Saturday Lotto must be reallocated as the Prize Pool,

for that particular Game of Lotto in accordance with the Rules.

- (c) Amounts retained in accordance with paragraph (a)(i) of this Condition may be used to fund the division 1 Prize Pool for Monday Lotto and Wednesday Lotto in accordance with the Rules.
- (d) Amounts retained in accordance with paragraph (a)(ii) of this Condition (and any amounts transferred under paragraph (f) of this Condition) may be used to fund the division 1 Prize Pool for Weekday Windfall in accordance with the Rules.
- (e) The amount in the a Prize Fund Account, including for the time being amounts retained in accordance with paragraph (a) of this Condition and the proceeds of any investment in accordance with section 27 of the Act of any money kept in a Prize Fund Account, must be applied to the purposes referred to in this paragraph and in the order set out hereunder:
 - (i) firstly, in payment of a prize in respect of any Entry or Syndicate Entry which, consistent with the Rules, may be accepted by the Product Licensee as eligible for that prize after the declaration of the results of a Game of Lotto;
 - (ii) secondly, in payment, consistent with the Rules, of any additional prize or prizes in any Game of Lotto which may include prizes paid on special occasions (as approved from time to time) and which include special prizes paid when there is no first division winner. Any additional prize or prizes paid on special occasions may be paid in monetary terms or in kind and may include a prize or prizes paid pursuant to a Second Drawing of a Game of Lotto;
 - (iii) thirdly, in reimbursement to the Product Licensee for any amount by which it has subsidised the Prize Fund Account;
 - (iv) fourthly, to meet any shortfall attributable to adjustments made after the declaration of the results of a Game of Lotto;

- (v) fifthly, in payment, consistent with the Rules, of any prize or prizes in any Game of Promotional Lotto. Any prize paid in relation to a Game of Promotional Lotto may be paid in monetary terms or in kind; and
 - (vi) sixthly, in payment of the cost of operating the Prize Fund Account.
- (f) On 20 May 2024, amounts retained in accordance with paragraph (a) of this Condition in the Monday and Wednesday Lotto Prize Fund Account will be transferred to the Weekday Windfall Prize Fund Account.

12 Prize payments

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

13 Minister's nominee at drawing

The drawing of Games of Lotto and Promotional Lotto must take place in the presence of a person or persons nominated by the Minister and at a place where the public is admitted, and must be effected by such mechanical or other means as is approved.

14 Inspection of equipment

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

15 Publication of results

As soon as practicable after the drawing of a Game of Lotto or Promotional Lotto, the Product Licensee must make available to the media the results of the drawing.

16 Approved Games of Lotto equipment

A Product Licensee, Agent or Direct Mail Agent must not use, in relation to the conduct of any Game of Lotto or Promotional Lotto, any electrical or mechanical device or equipment:

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

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

17 Agent's commission

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

Schedule 1 — Dictionary

PART 1

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

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

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

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

- (i) Games of Lotto; or
- (ii) Games of Lotto and Games of Promotional Lotto;

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

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

Approved means approved in writing by the Minister;

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

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

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

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

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

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

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

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

Conduct in relation to Games of Lotto and Games of Promotional Lotto has the meaning in section 4(1) of the Act;

Corresponding Law means a law of another State, Territory or Country pursuant to which a person is authorised to conduct

- (i) Games of Lotto; or
- (ii) Games of Lotto and Games of Promotional Lotto;

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

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

Drawing means:

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

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

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

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

Game of Lotto means a public lottery conducted pursuant to the Regulatory Requirements the object of which is to select the Winning Numbers from balls numbered 1 to 45 (inclusive);

Game of Promotional Lotto means a public lottery which is not a Game of Lotto but conducted for the purpose of promoting a Game of Lotto, and in respect of which:

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

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

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

Interstate Authority means a person who is authorised to conduct;

- (i) Games of Lotto; or
- (ii) Games of Lotto and Games of Promotional Lotto

in a participating area within Australia;

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

Monday and Wednesday Lotto means the Game of Lotto conducted in accordance with Condition 7(a)(i);

Monday and Wednesday Lotto Prize Fund Account means the account referred to in Condition 9 of these Conditions and established for Monday and Wednesday Lotto up to and including 19 May 2024;

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

Number has the meaning in section 5 of the Act;

Operator Licence means the operator licence granted to New South Wales Lotteries Corporation Pty Limited, a company incorporated under the Corporations Act 2001 (Cth) and wholly owned by The Lottery Corporation Limited ABN 21 081 925 706, 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;

Overseas Authority means a person who is authorised to conduct:

- (i) Games of Lotto; or
- (ii) Games of Lotto and Games of Promotional Lotto

in a participating area overseas;

Participating Area means a State, Territory or Country in which a person is authorised to conduct;

- (i) Games of Lotto; or
- (ii) Games of Lotto and Games of Promotional Lotto

under a corresponding law;

Player means a person who:

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

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

Player Loss has the meaning in section 4(1) of the Act;

Prize means any sum computed and payable to a Player or Syndicate Player in accordance with the provisions of the Rules;

Prize Fund Account means the account established pursuant to section 27 of the Act for each Game of Lotto and known as:

- (i) the “Monday and Wednesday Lotto Prize Fund Account”;
- (ii) the “Saturday Lotto Prize Fund Account”; and
- (iii) the “Weekday Windfall Prize Fund Account”;

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

Prize Pool means the amount in a Prize Fund Account allocated for the payment of prizes being;

- (i) not less than thirty three percent (33%) of all subscriptions received for Monday Lotto and Wednesday Lotto; and
- (ii) not less than thirty three percent (33%) of all subscriptions received for Weekday Windfall; and
- (iii) not less than fifty five percent (55%) of all subscriptions received for Saturday Lotto;

unless otherwise approved;

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

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

Product Licensee means the holder of the Product Licence;

Proposed Amendment has the meaning in Condition 3.2;

Public Sector Agency means:

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

Regulation means a regulation made under the Act;

Regulatory Requirement means:

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

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

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

Rules means the rules in force under the Act in relation to Games of Lotto and Games of Promotional Lotto;

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

Saturday Lotto means a Game of Lotto conducted in accordance with Condition 7(a)(iii);

Saturday Lotto Prize Fund Account means the account referred to in Condition 9 of these Conditions and established for Saturday Lotto;

Second Drawing means an additional drawing conducted as part of a Game of Lotto in accordance with the Rules;

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

Supplementary Numbers has the meaning in the Rules;

Syndicate Entry has the meaning specified in the Rules;

Syndicate Entry Share means a share of a Syndicate Entry as specified in the Rules;

Syndicate Player means a person who:

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

Syndicate Share Fee has the meaning specified in the Rules;

Ticket means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player or Syndicate Player has paid the correct subscription for a valid Entry or Syndicate Entry Share in a Game of Lotto, and which:

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

may include other particulars as determined by the Product Licensee;

Ticket Serial Number means the verification code in the form of numbers and/or letters and/or bar codes which may be printed on tickets and which constitute the means by which

the Product Licensee can determine after the issue of the ticket whether it is a valid ticket and also whether it has won a prize;

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

Weekday Windfall means a Game of Lotto conducted in accordance with Condition 7(a)(ii);

Weekday Windfall Prize Fund Account means the account referred to in Condition 9 of these Conditions and established for Weekday Windfall on and from 20 May 2024;

Winning Numbers has the meaning in the Rules.

PART 2

1.1 Interpretation

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

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

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

1.2 Order of precedence

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

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

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

1.3 No Liability

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

1.4 Costs of performance

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

1.5 Waivers

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

1.6 Exercise of rights

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

1.7 Directions, approvals and consents

Any direction, consent, approval, agreement, determination, nomination or notification under these Conditions must be in writing. The Minister or Treasurer, as the case requires, may give conditionally or unconditionally or withhold such approval or consent in the Minister's or Treasurer's absolute discretion unless these Conditions expressly provide otherwise. By giving an approval or consent the Minister or the Treasurer, as the

case requires, does not, and may not be taken to, make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval. Neither the Minister nor the Treasurer need give reason for any decision or the exercise of any discretion under these Conditions unless these Conditions expressly provide otherwise.

1.8 Severability

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

1.9 Notices

(a) Form

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

Product Licensee

Address
Fax number
Email
Attention

Minister

Address
Fax number
Email
Attention

(b) Delivery

A notice must be:

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

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

(c) When effective

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

(d) Receipt – post

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

(e) Receipt – fax

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

(f) Receipt – email

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

(g) Receipt – general

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

1.10 No circumvention

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

1.11 Survival

The provisions of these Conditions survive:

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

PUBLIC LOTTERIES ACT 1996

LOTTO STRIKE

APPROVAL OF AMENDMENT TO THE CONDITIONS OF PRODUCT LICENCE

I, Tarek Barakat, A/Chief Executive Officer, Hospitality & Racing Group, Department of Enterprise, Investment & Trade, pursuant to section 14 of the Public Lotteries Act 1996 (hereinafter referred to as "the Act") and clause 3(1)(f) of the Games of Lotto Strike Product Licence Conditions, **DO HEREBY APPROVE**, under delegation of the Minister for Gaming and Racing pursuant to section 81 of the Act, the Conditions of the Product Licence to conduct Games of Lotto Strike and Games of Promotional Lotto Strike held by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 6 May 2024.

Dated this 2nd day of February 2024.



Tarek Barakat
A/Chief Executive Officer
Hospitality and Racing
Department of Enterprise, Investment and Trade
Delegate of the Minister for Gaming & Racing

Conditions of Lotto Strike Product Licence

Contents

	Page	
1	Definitions and interpretation	3
2	Effects of conditions	3
2.1	Status	3
2.2	Incorporation	3
2.3	No amendment	3
3	Mandatory conditions	3
3.1	Process for amendment – Product Licensee’s request	3
3.2	Process for amendment – Minister	4
3.3	Product Licensee to comply with the Rules	5
4	Procedure – application for amendment to Rules	5
5	Minor procedural variations	6
6	Responsibilities of Product Licensee	7
7	Frequency	8
8	Subscriptions received	8
9	Lotto Strike Prize Fund Account	8
10	Duty payable to the Treasurer	9
10.1	Payment of general duty	9
10.2	Payment of licence duty	9
11	Prize Reserve Fund and Prize Pool	9
12	Prize payments	10
13	Minister's nominee at drawing	10
14	Publication of results	10
15	Inspection of equipment	10
16	Approved Lotto Strike equipment	11
17	Agent's commission	11
18	Schedule 1 — Dictionary	12

1 Definitions and interpretation

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

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

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

2 Effects of conditions

2.1 Status

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

2.2 Incorporation

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

2.3 No amendment

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

3 Mandatory conditions

3.1 Process for amendment – Product Licensee’s request

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

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

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

3.2 Process for amendment – Minister

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

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

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

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

3.3 Product Licensee to comply with the Rules

The Product Licensee must comply with the Rules.

4 Procedure – application for amendment to Rules

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

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

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

5 Minor procedural variations

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

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

6 Responsibilities of Product Licensee

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

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

7 Frequency

- (a) The Product Licensee must conduct:
 - (i) three Games of Lotto Strike in each and every week during the term of the Product Licence unless otherwise approved up to and including 19 May 2024; and
 - (ii) four Games of Lotto Strike in each and every week during the term of the Product Licence on and from 20 May 2024 unless otherwise approved.
 - (b) Games of Promotional Lotto Strike must be drawn at such times as the Chief Executive Officer determines.
-

8 Subscriptions received

- (a) All subscriptions received by the Product Licensee in respect of any Game of Lotto Strike conducted by the Product Licensee pursuant to the Product Licence must, in the first instance, be forthwith paid into the General Fund.
 - (b) The subscriptions referred to in paragraph (a) must, in accordance with Conditions 9 and 10, be appropriated in the following manner:
 - (i) to the payment of not less than sixty-two percent (62%) of the subscriptions into the Lotto Strike Prize Fund Account in accordance with Condition 9 or as otherwise approved;
 - (ii) to the payment of seventy-six point nine one eight percent (76.918%) of the player loss reduced by the global GST amount to the Treasurer as general duty in accordance with section 28(1) of the Act;
 - (iii) the balance remaining to the Product Licensee.
 - (c) The Minister may make a direction specifying the maximum percentage of subscriptions that may be appropriated into the Lotto Strike Prize Fund Account in accordance with Condition 8(b)(i)
-

9 Lotto Strike Prize Fund Account

- (a) The Product Licensee must, for the purposes of section 27 of the Act, maintain an account to be named "Lotto Strike Prize Fund Account", and to be operated by the Chief Executive Officer, and the Chief Executive Officer must, out of the General Fund, pay into the Lotto Strike Prize Fund Account that part of the subscriptions referred to in Condition 8(b)(i).

- (b) The Product Licensee must subsidise the Lotto Strike Prize Fund Account in the event, and to the extent, of any shortfall of funds in that account required for payment of prizes.

10 Duty payable to the Treasurer

10.1 Payment of general duty

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

10.2 Payment of licence duty

- (a) On the date of grant of the Product Licence and within one month after each Anniversary, the Product Licensee must pay to the Treasurer as licence duty under section 29 of the Act the amount determined in accordance with paragraph (b)
- (b) The amount to be paid in accordance with paragraph (a) is:
 - (i) on the date of the grant of the Product Licence, \$5,000; and
 - (ii) on each Anniversary of the grant of the Product Licence, the amount determined by the following formula:

The greater of:

$A \times (1+B)$

and

$A \times 1.025$

where

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

and

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

11 Prize Reserve Fund and Prize Pool

- (a) There must be retained in the Prize Reserve Fund located within the Lotto Strike Prize Fund Account an amount equal to two percent (2%) or such other percentage as may be approved of all subscriptions received in respect of each Game of Lotto Strike together with an amount representing unclaimed prizes.
- (b) Excluding amounts retained in accordance with paragraph (a) of this Condition, the subscriptions in the Lotto Strike Prize Fund Account received for a particular Game of Lotto Strike must be reallocated as the Prize Pool for that Game of Lotto Strike in accordance with the Rules.
- (c) The amount in the Lotto Strike Prize Fund Account, including for the time being amounts retained in accordance with paragraph (a) of this Condition and the

proceeds of any investment in accordance with section 27 of the Act of any money kept in the Lotto Strike Prize Fund Account, must be applied to the purposes referred to in this paragraph and in the order set out hereunder:

- (i) firstly, in payment of a prize in respect of any Entry which, consistent with the Rules, may be accepted by the Product Licensee as eligible for that prize after the declaration of the results of a Game of Lotto Strike;
- (ii) secondly, in payment, consistent with the Rules, of any additional prize or prizes in any Game of Lotto Strike which may include prizes paid on special occasions (as approved from time to time) and which include special prizes paid when there is no first division winner. Any additional prize or prizes paid on special occasions may be paid in monetary terms or in kind and may include a prize or prizes paid pursuant to a Second Drawing of a Game of Lotto Strike;
- (iii) thirdly, in reimbursement to the Product Licensee for any amount by which it has subsidised the Lotto Strike Prize Fund Account;
- (iv) fourthly, to meet any shortfall attributable to adjustments made after the declaration of the results of a Game of Lotto Strike;
- (v) fifthly, in payment, consistent with the Rules, of any prize or prizes in any Game of Promotional Lotto Strike. Any prize paid in relation to a Game of Promotional Lotto Strike may be paid in monetary terms or in kind; and
- (vi) sixthly, in payment of the cost of operating the Lotto Strike Prize Fund Account.

12 Prize payments

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

13 Minister's nominee at drawing

The drawing of Games of Lotto Strike and Promotional Lotto Strike must take place in the presence of a person or persons nominated by the Minister and at a place where the public is admitted, and must be effected by such mechanical or other means as is approved.

14 Publication of results

As soon as practicable after the drawing of a Game of Lotto Strike or Promotional Lotto Strike, the Product Licensee must make available to the media the results of the drawing.

15 Inspection of equipment

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

16 Approved Lotto Strike equipment

A Product Licensee, Agent or Direct Mail Agent must not use, in relation to the conduct of any Game of Lotto Strike or Promotional Lotto Strike, any electrical or mechanical device or equipment:

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

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

17 Agent's commission

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

18 Schedule 1 — Dictionary

PART 1

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

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

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

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

- (i) Games of Lotto Strike; or
- (ii) Games of Lotto Strike and Games of Promotional Lotto Strike;

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

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

Approved means approved in writing by the Minister;

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

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

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

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

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

Computer Linked Terminal means computer equipment located in branches of the Product Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Product Licensee for purposes associated with Games of Lotto Strike and Games of Promotional Lotto Strike;

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

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

Conduct in relation to Games of Lotto Strike or Games of Promotional Lotto Strike has the meaning in section 4(1) of the Act;

Corresponding Law means a law of another State, Territory or Country pursuant to which a person is authorised to conduct

- (i) Games of Lotto Strike; or
- (ii) Games of Lotto Strike and Games of Promotional Lotto Strike;

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

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

Drawing means:

- (i) in relation to a Game of Lotto Strike the selection of the Winning Numbers by lot using a Drawing Device;
- (ii) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device; and
- (iii) in relation to a Game of Promotional Lotto Strike the selection by such method approved by the Chief Executive Officer of the prize numbers;

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

Entry means the numbers in a Game of Lotto Strike which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry and which are on the same numbered line on a ticket and in respect of which the correct subscription has been paid;

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

Game of Lotto Strike means a public lottery conducted pursuant to the Regulatory Requirements, but does not include a Game of Promotional Lotto Strike;

Game of Promotional Lotto Strike means a public lottery conducted for the purpose of promoting a Game of Lotto Strike, and in respect of which:

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

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

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

Interstate Authority means a person who is authorised to conduct;

- (i) Games of Lotto Strike; or
- (ii) Games of Lotto and Games of Promotional Lotto Strike

in a participating area within Australia;

Lotto Strike means a game known as "Lotto Strike", the design and Rules of which have been approved;

Lotto Strike Prize Fund Account means the account referred to in Condition 9 of these Conditions;

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

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

Number has the meaning in section 5 of the Act;

Operator Licence means the operator licence granted to New South Wales Lotteries Corporation Pty Limited, a company incorporated under the Corporations Act 2001 (Cth) and wholly owned by The Lottery Corporation Limited ABN 21 081 925 706 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;

Overseas Authority means a person who is authorised to conduct:

- (i) Games of Lotto Strike; or
- (ii) Games of Lotto Strike and Games of Promotional Lotto Strike

in a participating area overseas;

Participating Area means a State, Territory or Country in which a person is authorised to conduct;

- (i) Games of Lotto Strike; or
- (ii) Games of Lotto and Games of Promotional Lotto Strike

under a corresponding law;

Player means a person who:

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

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

Player Loss has the meaning in section 4(1) of the Act;

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

Prize Fund means an account established pursuant to section 27 of the Act and known as the Lotto Strike Prize Fund Account;

Prize Numbers in relation to a Game of Promotional Lotto Strike means the numbers required by the Rules to win a Game of Promotional Lotto Strike, drawn or selected in such other manner as directed by the Chief Executive Officer for that game or such other numbers as may be specified by the Chief Executive Officer;

Prize Pool means the amount in the Prize Fund allocated for the payment of prizes being not less than sixty percent (60%) of all subscriptions received for a particular Game of Lotto Strike unless otherwise approved;

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

Product Licence means the product licence to conduct Games of Lotto Strike and Games of Promotional Lotto Strike, granted pursuant to the Act and contained in the instrument dated [] to which these Conditions are annexed;

Product Licensee means the holder of the Product Licence;

Proposed Amendment has the meaning in Condition 3.2;

Public Sector Agency means:

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

Regulation means a regulation made under the Act;

Regulatory Requirement means:

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

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

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

Rules means the rules in force under the Act in relation to Games of Lotto Strike and Games of Promotional Lotto Strike;

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

Second Drawing means an additional drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;

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

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

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

may include other particulars as determined by the Product Licensee;

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

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

Winning Numbers has the meaning in the Rules.

PART 2

1.1 Interpretation

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

- (a) headings are for convenience only and do not affect the interpretation of these Conditions;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as nor are intended to be interpreted as words of limitation;
- (f) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including but not limited to a chose in action or other right) includes a part of that thing;
 - (iii) a person includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a schedule or attachment is a reference to a schedule or attachment to these Conditions;
 - (vi) a law includes:
 - (A) any constitutional provision, treaty, decree, statute, regulation, by – law, ordinance or instrument;
 - (B) any order, direction, determination, approval, requirement, licence or licence condition made, granted or imposed under any of them;
 - (C) any judgment; and
 - (D) any rule or principle of common law or equity,and is a reference to that law as amended, consolidated, replaced, overruled or applied to new or different facts;
 - (vii) where an act may be done with the approval, agreement or consent of another it may not be done until that approval, agreement or consent is received;
 - (viii) an agreement includes an undertaking, or legally enforceable arrangement or understanding whether or not in writing; and
 - (ix) a monetary amount is in Australian dollars;

- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) in determining the time of day where relevant to these Conditions, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose, the time of day in the place where the party required to perform an obligation is located;
- (i) if there is any inconsistency between these Conditions and the schedules or attachments to these Conditions, the terms of these Conditions prevail;
- (j) any statement qualified by the expression the knowledge or awareness of the Product Licensee is deemed to include (and be limited to) an additional statement that it has been made after due and careful enquiry;
- (k) the giving of any approval or consent by the Minister does not constitute any representation or acknowledgement that the subject matter of the approval or consent complies with law.

1.2 Order of precedence

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

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

1.3 No Liability

- (a) To the extent permitted by law, neither the State of New South Wales nor any Public Sector Agency is liable to the Product Licensee nor any Related Body Corporate of the Product Licensee and no Product Licensee nor Related Body Corporate may pursue any remedy for or in connection with any act by the Minister under any Regulatory Requirement or the imposition by the Minister of any Regulatory Requirement. It is a Condition that the Product Licensee and each Related Body Corporate of the Product Licensee irrevocably and unconditionally releases the State of New South Wales and each Public Sector Agency (each a Releasee) from all suits, actions, causes of action, claims and demands whatsoever which any of them or any person claiming under or through them has

or may have or might but for this release have against any Releasee and from all liability arising from or in connection with any act or omission by the Minister under any Regulatory Requirement or the imposition by the Minister of any Regulatory Requirement.

- (b) For the avoidance of doubt, clause 1.3(a) does not limit or restrict the rights of the Product Licensee nor any Related Body Corporate of the Product Licensee under clause 16 of the Framework and Covenant Deed which was entered into by, amongst others, the State and the Product Licensee on [insert date] 2010.

1.4 Costs of performance

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

1.5 Waivers

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

1.6 Exercise of rights

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

1.7 Directions, approvals and consents

Any direction, consent, approval, agreement, determination, nomination or notification under these Conditions must be in writing. The Minister or Treasurer, as the case requires, may give conditionally or unconditionally or withhold such approval or consent in the Minister's or Treasurer's absolute discretion unless these Conditions expressly provide otherwise. By giving an approval or consent the Minister or the Treasurer, as the case requires, does not, and may not be taken to, make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval. Neither the Minister nor the Treasurer need give reason for any decision or the exercise of any discretion under these Conditions unless these Conditions expressly provide otherwise.

1.8 Severability

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

1.9 Notices

(a) Form

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

Product Licensee

Address
Fax number
Email
Attention

Minister

Address
Fax number
Email
Attention

(b) Delivery

A notice must be:

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

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

(c) When effective

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

(d) Receipt – post

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

(e) Receipt – fax

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

(f) Receipt – email

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

(g) Receipt – general

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

1.10 No circumvention

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

1.11 Survival

The provisions of these Conditions survive:

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

PUBLIC LOTTERIES ACT 1996

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

I, Tarek Barakat, A/Chief Executive Officer – Hospitality & Racing Group, Department of Enterprise, Investment & Trade, 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 6 May 2024. On 20 May 2024, these Rules will supersede the Rules notified previously in the Government Gazette, subject to the Explanatory Note in this Instrument.

Dated this 2nd day of February 2024.



Tarek Barakat)
A/Chief Executive Officer)
Hospitality & Racing Group)
Department of Enterprise, Investment & Trade)
Delegate of the Minister for Gaming & Racing)

PUBLIC LOTTERIES ACT 1996

WEEKDAY WINDFALL & SATURDAY LOTTO RULES

EXPLANATORY NOTE

It is hereby notified that the A/Chief Executive Officer, Hospitality & Racing Group, Department of Enterprise, Investment & Trade, 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 6 May 2024 but apply only to Drawings (including Entries into Drawings) conducted on and from 20 May 2024. On 20 May 2024, these Rules will supersede the Lotto Rules effective 12 January 2024 notified previously in the Government Gazette but will otherwise operate in conjunction with the Lotto Rules until such time. The Lotto Rules (applicable to Monday and Wednesday Lotto and Saturday Lotto) will continue to apply to draws (including entries into draws) up to draw no. 4391 for Monday and Wednesday Lotto and draw No. 4469 for Saturday Lotto.

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;

- (l) "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;
- (li) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lii) "Saturday Lotto" means the Game drawn, subject to Rule 2(c), on the Saturday of each week;
- (liii) "Second Drawing" means an additional Drawing conducted as part of a Game in accordance with the Rules;
- (liv) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);
- (lv) "Standard Entry" means the Entry referred to in Rule 8;
- (lvi) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lvii) "Supplementary Numbers" in relation to a Game means the seventh and eighth Numbers drawn for each Game;
- (lviii) "Syndicate Entry" is an arrangement under which a type of Entry or combination of types of Entries, in the Game or other products, is divided into a number of equal shares;
- (lix) "Syndicate Organiser" is a person referred to in Rule 10;
- (lx) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a Syndicate Share; and
 - (2) holds, bears and submits a Valid Ticket to the Licensee or a Retailer for the purposes of receiving a Prize; andincludes a person who has Validly entered a 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;
- (lxi) "Syndicate Share" means a share of a Syndicate Entry;
- (lxii) "Syndicate Share Fee" means the amount payable by a Syndicate Player to participate in a Syndicate comprising the relevant apportionment of both the Subscription and Commission rounded as necessary to the nearest whole cent in accordance with these Rules;
- (lxiii) "System Entry" means the Entry referred to in Rule 9 (System 4 and 5 Entries are also known as 'Pick' 4 and 5 Entries);
- (lxiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a valid Entry in a Game 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
 - (ii) The date of lodgement of a Prize claim in accordance with Rule 14(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Division 1 Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Division 1 Prize) will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the 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	\$3.40	\$3.00	\$0.40
5 Games	5	\$4.20	\$3.75	\$0.45
6 Games	6	\$5.05	\$4.50	\$0.55
7 Games	7	\$5.90	\$5.25	\$0.65
8 Games	8	\$6.75	\$6.00	\$0.75
9 Games	9	\$7.60	\$6.75	\$0.85
10 Games	10	\$8.45	\$7.50	\$0.95
11 Games	11	\$9.25	\$8.25	\$1.00
12 Games	12	\$10.10	\$9.00	\$1.10
13 Games	13	\$10.95	\$9.75	\$1.20
14 Games	14	\$11.80	\$10.50	\$1.30
15 Games	15	\$12.65	\$11.25	\$1.40
16 Games	16	\$13.50	\$12.00	\$1.50
17 Games	17	\$14.30	\$12.75	\$1.55
18 Games	18	\$15.15	\$13.50	\$1.65
19 Games	19	\$16.00	\$14.25	\$1.75
20 Games	20	\$16.85	\$15.00	\$1.85
21 Games	21	\$17.70	\$15.75	\$1.95
22 Games	22	\$18.55	\$16.50	\$2.05
23 Games	23	\$19.35	\$17.25	\$2.10
24 Games	24	\$20.20	\$18.00	\$2.20
25 Games	25	\$21.05	\$18.75	\$2.30
26 Games	26	\$21.90	\$19.50	\$2.40
27 Games	27	\$22.75	\$20.25	\$2.50
28 Games	28	\$23.60	\$21.00	\$2.60
29 Games	29	\$24.45	\$21.75	\$2.70
30 Games	30	\$25.25	\$22.50	\$2.75
31 Games	31	\$26.10	\$23.25	\$2.85
32 Games	32	\$26.95	\$24.00	\$2.95
33 Games	33	\$27.80	\$24.75	\$3.05
34 Games	34	\$28.65	\$25.50	\$3.15
35 Games	35	\$29.50	\$26.25	\$3.25
36 Games	36	\$30.30	\$27.00	\$3.30
37 Games	37	\$31.15	\$27.75	\$3.40
38 Games	38	\$32.00	\$28.50	\$3.50

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
39 Games	39	\$32.85	\$29.25	\$3.60
40 Games	40	\$33.70	\$30.00	\$3.70
41 Games	41	\$34.55	\$30.75	\$3.80
42 Games	42	\$35.35	\$31.50	\$3.85
43 Games	43	\$36.20	\$32.25	\$3.95
44 Games	44	\$37.05	\$33.00	\$4.05
45 Games	45	\$37.90	\$33.75	\$4.15
46 Games	46	\$38.75	\$34.50	\$4.25
47 Games	47	\$39.60	\$35.25	\$4.35
48 Games	48	\$40.45	\$36.00	\$4.45
49 Games	49	\$41.25	\$36.75	\$4.50
50 Games	50	\$42.10	\$37.50	\$4.60
System 4	820	\$690.65	\$615.00	\$75.65
System 5	40	\$33.70	\$30.00	\$3.70
System 7	7	\$5.90	\$5.25	\$0.65
System 8	28	\$23.60	\$21.00	\$2.60
System 9	84	\$70.75	\$63.00	\$7.75
System 10	210	\$176.85	\$157.50	\$19.35
System 11	462	\$389.10	\$346.50	\$42.60
System 12	924	\$778.25	\$693.00	\$85.25
System 13	1,716	\$1,445.30	\$1,287.00	\$158.30
System 14	3,003	\$2,529.30	\$2,252.25	\$277.05
System 15	5,005	\$4,215.45	\$3,753.75	\$461.70
System 16	8,008	\$6,744.75	\$6,006.00	\$738.75
System 17	12,376	\$10,423.70	\$9,282.00	\$1,141.70
System 18	18,564	\$15,635.55	\$13,923.00	\$1,712.55
System 19	27,132	\$22,851.95	\$20,349.00	\$2,502.95
System 20	38,760	\$32,645.60	\$29,070.00	\$3,575.60

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	\$3.30	\$3.00	\$0.30
5 Games	5	\$4.10	\$3.75	\$0.35
6 Games	6	\$4.90	\$4.50	\$0.40
7 Games	7	\$5.75	\$5.25	\$0.50
8 Games	8	\$6.55	\$6.00	\$0.55
9 Games	9	\$7.40	\$6.75	\$0.65
10 Games	10	\$8.20	\$7.50	\$0.70
11 Games	11	\$9.00	\$8.25	\$0.75
12 Games	12	\$9.85	\$9.00	\$0.85
13 Games	13	\$10.65	\$9.75	\$0.90
14 Games	14	\$11.50	\$10.50	\$1.00
15 Games	15	\$12.30	\$11.25	\$1.05
16 Games	16	\$13.10	\$12.00	\$1.10
17 Games	17	\$13.95	\$12.75	\$1.20
18 Games	18	\$14.75	\$13.50	\$1.25
19 Games	19	\$15.60	\$14.25	\$1.35
20 Games	20	\$16.40	\$15.00	\$1.40
21 Games	21	\$17.20	\$15.75	\$1.45
22 Games	22	\$18.05	\$16.50	\$1.55
23 Games	23	\$18.85	\$17.25	\$1.60
24 Games	24	\$19.65	\$18.00	\$1.65
25 Games	25	\$20.50	\$18.75	\$1.75
26 Games	26	\$21.30	\$19.50	\$1.80
27 Games	27	\$22.15	\$20.25	\$1.90
28 Games	28	\$22.95	\$21.00	\$1.95
29 Games	29	\$23.75	\$21.75	\$2.00
30 Games	30	\$24.60	\$22.50	\$2.10
31 Games	31	\$25.40	\$23.25	\$2.15
32 Games	32	\$26.25	\$24.00	\$2.25
33 Games	33	\$27.05	\$24.75	\$2.30
34 Games	34	\$27.85	\$25.50	\$2.35
35 Games	35	\$28.70	\$26.25	\$2.45
36 Games	36	\$29.50	\$27.00	\$2.50
37 Games	37	\$30.35	\$27.75	\$2.60
38 Games	38	\$31.15	\$28.50	\$2.65
39 Games	39	\$31.95	\$29.25	\$2.70

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
40 Games	40	\$32.80	\$30.00	\$2.80
41 Games	41	\$33.60	\$30.75	\$2.85
42 Games	42	\$34.45	\$31.50	\$2.95
43 Games	43	\$35.25	\$32.25	\$3.00
44 Games	44	\$36.05	\$33.00	\$3.05
45 Games	45	\$36.90	\$33.75	\$3.15
46 Games	46	\$37.70	\$34.50	\$3.20
47 Games	47	\$38.55	\$35.25	\$3.30
48 Games	48	\$39.35	\$36.00	\$3.35
49 Games	49	\$40.15	\$36.75	\$3.40
50 Games	50	\$41.00	\$37.50	\$3.50
System 4	820	\$672.20	\$615.00	\$57.20
System 5	40	\$32.80	\$30.00	\$2.80
System 7	7	\$5.75	\$5.25	\$0.50
System 8	28	\$22.95	\$21.00	\$1.95
System 9	84	\$68.85	\$63.00	\$5.85
System 10	210	\$172.15	\$157.50	\$14.65
System 11	462	\$378.70	\$346.50	\$32.20
System 12	924	\$757.45	\$693.00	\$64.45
System 13	1,716	\$1,406.70	\$1,287.00	\$119.70
System 14	3,003	\$2,461.70	\$2,252.25	\$209.45
System 15	5,005	\$4,102.85	\$3,753.75	\$349.10
System 16	8,008	\$6,564.55	\$6,006.00	\$558.55
System 17	12,376	\$10,145.25	\$9,282.00	\$863.25
System 18	18,564	\$15,217.85	\$13,923.00	\$1,294.85
System 19	27,132	\$22,241.45	\$20,349.00	\$1,892.45
System 20	38,760	\$31,773.50	\$29,070.00	\$2,703.50

* 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.

PUBLIC LOTTERIES ACT 1996

LOTTO STRIKE – APPROVAL OF AMENDMENT TO THE RULES

I, Tarek Barakat, A/Chief Executive Officer, Hospitality & Racing Group, Department of Enterprise, Investment & Trade, 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 Lotto Strike and Games of Promotional Lotto Strike by the New South Wales Lotteries Corporation Pty Ltd, as annexed to this instrument, effective from 6 May 2024. On 20 May 2024, these Rules will supersede the Rules notified previously in the Government Gazette, subject to the Explanatory Note in this Instrument.

Dated this 2nd day of February 2024.



Tarek Barakat)
A/Chief Executive Officer)
Hospitality & Racing Group)
Department of Enterprise, Investment & Trade)
Delegate of the Minister for Gaming & Racing)

PUBLIC LOTTERIES ACT 1996

LOTTO STRIKE RULES

EXPLANATORY NOTE

It is hereby notified that the A/Chief Executive Officer, Hospitality & Racing Group, Department of Enterprise, Investment & Trade, under delegation of the Minister administering the Public Lotteries Act 1996, has approved of the following Rules for the Conduct of the Game of Lotto Strike and Promotional Lotto Strike. In accordance with section 23(3)(b) of the Act, these Rules take effect on and from 6 May 2024 but apply only to Drawings (including Entries into Drawings) conducted on and from 20 May 2024. On 20 May 2024, these Rules will supersede the Lotto Strike Rules effective 12 January 2024 notified previously in the Government Gazette but will otherwise operate in conjunction with the Lotto Strike Rules effective 12 January 2024 until such time. The Lotto Strike Rules will continue to apply to draws (including entries into draws) up to draw no. 5439.

TABLE OF CONTENTS

RULE 1	DEFINITIONS.....	3
RULE 2	CONDUCT AND DRAWINGS OF GAMES OF LOTTO STRIKE AND CONDUCT OF GAMES OF PROMOTIONAL LOTTO STRIKE	9
RULE 3	APPLICATION OF RULES.....	11
RULE 4	OBJECT.....	12
RULE 5	ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO STRIKE	13
RULE 6	RULES APPLYING TO ENTRIES AND TICKETS	14
RULE 7	COMMISSION AND ANCILLARY FEE.....	16
RULE 8	STANDARD ENTRY	16
RULE 9	BOXED ENTRY	18
RULE 10	SUBMISSION OF AN ENTRY.....	19
RULE 11	PRIZES.....	21
RULE 12	ANNOUNCEMENT OF PRIZES.....	25
RULE 13	PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES.....	26
RULE 14	DISQUALIFICATIONS.....	32
RULE 15	LIMITATION OF LIABILITY	33
RULE 16	EFFECTIVE DATE	35
RULE 17	AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO STRIKE.....	36
SCHEDULE 1	.....	37
SCHEDULE 2	.....	39

RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation or abrogation thereof for the time being in force;
 - (ii) "Advance Entry" means an Entry for a nominated Draw 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 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 in respect of a Game of Lotto Strike 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) "Boxed Entry" means an Entry referred to in Rule 9;
 - (viii) "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);
 - (ix) "Close of Acceptance" means the day and time of day determined by the Licensee and published on the Website after which Entries will not be accepted;
 - (x) "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;
 - (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or its related bodies corporate, or places of business of its Retailers or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Games of Lotto Strike or Games of Promotional Lotto Strike;
 - (xii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:
 - (1) a Player's Entry in a Game of Lotto Strike; and
 - (2) where appropriate a Player's entry in a Game of Promotional Lotto Strike;
 - (xiii) "Conduct" in relation to a Game of Lotto Strike, a Game of Promotional Lotto Strike and a Lottery Game has the same meaning as assigned to it by Section 4(1) of the Act;

(xiv) "Corresponding Lottery Draw" means the Lottery Draw which is used to select the four (4) Winning Numbers for Lotto Strike;

(xv) "Director" means a Director of the Board of Directors of the Licensee;

(xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for the Monday, Wednesday, Friday and Saturday Lotto Strike games determined by the Licensee from time to time;

(xvii) "Drawing" means:

(1) in relation to a Game of Lotto Strike (but not including a Second Drawing) the selection of the Winning Numbers by lot using a Drawing Device;

(2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;

(xviii) "Drawing Date" in relation to a Game of Lotto Strike means the date on which the Winning Numbers are selected in respect of that Game of Lotto Strike and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto Strike;

(xix) "Drawing Device" means equipment as Approved by the Minister from time to time used to Conduct a Drawing;

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

(xxi) "Entry" means the Numbers in a Game of Lotto Strike which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Coupon or Automatic Entry, which (subject to Rule 6(g)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;

(xxii) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Lotto Strike and/or a Game of Promotional Lotto Strike via a Computer Linked Terminal;

(xxiii) "Friday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Friday of each week;

(xxiv) "Game of Lotto Strike" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include a Game of Promotional Lotto Strike;

(xxv) "Game of Promotional Lotto Strike" means a public lottery Conducted for the purpose of promoting a Game of Lotto Strike, and in respect of which:

(1) eligibility to enter is confined to Players in a Game of Lotto Strike; and

(2) no further Subscription or Commission is charged;

(xxvi) "Game Panel" means:

(1) a separate matrix in relation to a Lotto Strike Entry Coupon consisting of four (4) lines, each line consisting of the Numbers 1 to 10 (inclusive) and 20, 30 and 40 in arithmetical sequence; or

(2) a single game on a Ticket and the Entry to which it relates.

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

(xxviii) "Jackpot Drawing" means the next Drawing of a Game of Lotto Strike (other than a Second Drawing) as approved by the Licensee following the Drawing of a Game of Lotto Strike (other than a Second Drawing), where there is no winner in accordance with Rule 11(f) Division 1 (Strike 4)(i);

(xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;

(xxx) "Lottery Draw" means the drawing of the Lottery Games in accordance with the Product Licence granted to the Licensee;

(xxxi) "Lottery Game" means the public lotteries known as "Weekday Windfall" and "Saturday Lotto" Conducted pursuant to the Act, the Operator Licence, the Product Licence, the Weekday Windfall and Saturday Lotto Rules and Regulations but does not include a Promotional Event;

(xxxii) "Lotto Strike Rules" means the Lotto Strike Rules in force and effective from 12 January 2024;

(xxxiii) "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.

(xxxiv) "Maximum Jackpot Drawing Prize" means the maximum amount payable as a Prize in a Jackpot Drawing as approved by the Licensee from time to time;

(xxxv) "Minister" means the Minister for the time being administering the Act;

(xxxvi) "Monday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Monday of each week;

(xxxvii) "Multiple Draws Entry" means an Entry where the same Numbers are Valid for more than one Drawing;

(xxxviii) "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) 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;
- (3) where the Exchange Multiple Draws Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered; and
- (4) where the Exchange Multiple Draws Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.

(xxxix) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;

(xl) "Numbers" has the same meaning as section 5 of the Act;

(xli) "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;

(xlii) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Lotto Strike and entries into Games of Promotional Lotto Strike;

(xliii) "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 Game of Promotional Lotto Strike and who holds, bears and submits a ticket in the Game of Promotional Lotto Strike to the Licensee, or a Retailer for the purposes of receiving a Prize;

(xliv) "Prize" means any Prize determined in accordance with Rule 11;

(xlv) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto Strike as specified in Rule 11(a);

(xlvi) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Strike Prize Fund Account;

(xlvii) "Prize Pool" has the meaning in Rule 11(b);

(xlviii) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:

- (1) the amounts specified in Rule 11(c); and
- (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;

(xlix) "Promotional Event" means a public lottery, which is not a Lottery Game, that is conducted for the purpose of promoting a Lottery Game in accordance with the Weekday Windfall and Saturday Lotto Rules;

(l) "Product Licence" means the product licences granted to the Licensee to Conduct Games of Lotto Strike, Games of Promotional Lotto Strike and Lottery Games pursuant to Section 12 of the Act;

(li) "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;

(lii) "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;

(liii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;

(liv) "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;

(lv) "Regulation" means a regulation made under the Act;

(lvi) "Reseller" means a Retailer, approved by the Minister, who is authorised by the Licensee to receive

Subscriptions, Commissions and instructions in respect of a Game of Lotto Strike and instructions with respect to a Game of Promotional Lotto Strike 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;

(lvii) "Retailer" means a person or agent appointed or approved by the Licensee for purposes associated with Games of Lotto Strike and Games of Promotional Lotto Strike Conducted by the Licensee and includes a Reseller;

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

(lix) "Saturday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Saturday of each week;

(lx) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;

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

(lxii) "Standard Entry" means an Entry referred to in Rule 8;

(lxiii) "Subscription" means the amounts paid for Entries but does not include the following:

- (1) Ancillary Fee; or
- (2) Commission, unless the Act expressly provides otherwise;

(lxiv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Selling Fee for a Valid Entry in a Game of Lotto Strike, 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;

(lxv) "Ticket Number" means the numbers and/or letters Imprinted on a Ticket and which constitute an official identification of the issue of a Ticket in a particular Game of Lotto Strike;

(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 or an Entry, that nothing in these Rules would prevent the 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 advised from time to time);

(lxviii) "Wednesday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Wednesday of each week;

(lxix) "Weekday Windfall and Saturday Lotto Rules" means the rules which:

(1) govern the Conduct of the Lottery Games made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force; and

(2) are available on the Website and/or in each Outlet.

(lxx) "Winning Number" in relation to a Game of Lotto Strike (including a Second Drawing) means a number corresponding with, and selected in the exact same order as, one of the first four (4) numbers drawn in the Corresponding Lottery Draw.

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

(i) a reference to the singular shall include the plural, and vice versa;

(ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

RULE 2 CONDUCT AND DRAWINGS OF GAMES OF LOTTO STRIKE AND CONDUCT OF GAMES OF PROMOTIONAL LOTTO STRIKE

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Lotto Strike and Game of Promotional Lotto Strike.
- (b) A Drawing in relation to a Game of Lotto Strike shall take place after the Close of Acceptance of Entries has closed for that Game of Lotto Strike.
- (c) Games of Lotto Strike will be drawn on Monday, Wednesday, Friday and Saturday of each week unless the Chief Executive Officer determines otherwise as necessary (acting reasonably) to overcome an operational issue.
- (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);
- (e) Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players.
- (f) Where a Malfunction in a Drawing Device occurs:
 - (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Number/s;
 - (ii) in the event that any Winning Number/s are still to be selected after the Malfunction:
 - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall commence or 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 are drawn.
- (g) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (h) The Licensee may Conduct a Game of Promotional Lotto Strike in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Game of Promotional Lotto Strike in conjunction with another Game of Lotto Strike or separately from a Game of Lotto Strike or otherwise in conjunction with another lottery Conducted by the Licensee.
- (i) A Game of Promotional Lotto Strike shall, at commencement, have a Prize structure as determined by the Chief Executive Officer and set out in the relevant promotional terms and conditions.
- (j) The Prize structure for a Game of Promotional Lotto Strike shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Game of Promotional Lotto Strike.
- (k) During the period in which the Licensee accepts entries in a Game of Promotional Lotto Strike some of the Prizes in the approved Prize structure may already have been won when a Player

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

- (l) A ticket in a Game of Promotional Lotto Strike may include one or more Prizes to be won on the same ticket.
- (m) A Game of Promotional Lotto Strike may require the Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

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

RULE 4 OBJECT

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

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO STRIKE

- (a) In order for an Entry to be eligible for inclusion in a Game of Lotto Strike, before the Close of Acceptance of Entries into that Game of Lotto Strike;
 - (i) the Entry must have been recorded by the central processing computer equipment of the Licensee;
 - (ii) a Valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
 - (iv) the Player must have paid the correct Selling Fee in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.
- (c) Entry into a Game of Lotto Strike is contingent on an Entry into a Game of Lotto being taken within the same transaction of a Lotto Strike Entry being purchased except where the Entry is a free Standard Automatic Entry.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) A Lotto Strike Entry Coupon may be used by a Player to enter a Game of Lotto Strike within the same transaction as a Game of Lotto Entry, or by marking the Lotto Strike area on the Lotto Entry Coupon in accordance with the instructions appearing on the Entry Coupon. In order to ensure a fair game experience for all Players, a Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where a Lotto Strike Entry Coupon is used to effect an Entry, a Number greater than 10, which is not 20, 30 or 40, must be selected by marking, in accordance with this provision, the two Numbers of which the sum totals the Number to be selected. For example, to select the number 25, a Player would select the Number 5 and the Number 20 in a single row of an Entry Coupon, which together total 25.
- (c) Where a Lotto Strike Entry is effected by marking the Lotto Strike area on a Lotto Entry Coupon, the Drawing Date for such Entry will be the same as the Drawing Date in respect of the Lottery Draw for which the Lottery Draw Entry Coupon has been submitted.
- (d) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (e) Subject to Rule 6 (h) below acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form issued by the Licensee or its Retailer to the Player evidencing the Player's Entry. 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. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (f) 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 way of Computer Records shall be considered final and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (g) Without limiting the provisions of Rule 14 the following apply –
- (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
- (ii) A Retailer who has sold an Entry into a Game of Lotto Strike may cancel the Entry and the Ticket to which it relates.
- (iii) 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.
- (h) 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(h) is not applicable

to a Division 4 (Strike 1) free Standard Entry Prize as described in Rule 11(f).

- (i) 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 the 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 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 of the Licensee.
- (j) Where an Entry in a Game of Lotto Strike has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded in the Computer Records but:
 - (i) no Selling Fee has been paid to the Retailer in whose place of business the Computer Linked Terminal is located prior to the Close of Acceptance of Entries in respect of that Game of Lotto Strike; and
 - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Game of Lotto Strike; then

the Retailer shall meet the cost of the Selling Fee in respect of that 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.
- (k) It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (l) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon or any other approved Entry whether received by post, telephone, facsimile or modem (internet) or otherwise. Entry into a Game of Lotto Strike by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player using a Reseller to submit an Entry Coupon or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Coupon or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (m) It shall be the responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (n) 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 as specified in these Rules in Schedules 1 and 2. By entering a Game of Lotto Strike 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 STANDARD ENTRY

- (a) A Standard Entry is the selection of four (4) Numbers 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 or Advance Entry.
- (c) Where a Lotto Strike Entry Coupon is used in respect of a Standard Entry, four (4) Numbers shall have been marked in each selected Game Panel, comprising one (1) Number in each line in each Game Panel.
- (d) 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.
- (e) The Selling Fee payable for each Standard Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (f) The minimum number of Standard Entries that can be played is:
 - (i) one (1) Game Panel where entry is made via an Entry Coupon; or
 - (ii) one (1) Game Panel where entry is made via an Automatic Entry.

RULE 9 BOXED ENTRY

- (a) A Boxed Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Boxed Entry may be played as a Multiple Draws Entry or Advance Entry.
- (c) A Boxed Entry is the equivalent of twenty four (24) Standard Games, and represents the entire twenty four (24) possible combinations of any four (4) selected Numbers.
- (d) Where a Boxed Entry is effected using an Entry Coupon, four (4) Numbers, and the Boxed Entry area are marked on that Entry Coupon for each relevant Game Panel.
- (e) Each Game Panel on the Entry Coupon may be marked in respect of each relevant Boxed Entry. An Automatic Entry may include one (1) or more Boxed Entries.
- (f) Where an Entry Coupon is used in respect of a Boxed 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.
- (g) The Selling Fee for a Boxed Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (h) Numbers selected in a Boxed Entry are Winning Numbers if they match any of the first four (4) numbers drawn, in any order, in the Corresponding Lottery Draw.

RULE 10 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 Game of Lotto Strike or Game of Promotional Lotto Strike.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee (as specified in Schedules 1 and 2) 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) notifying the Licensee's representative upon being contacted by such person with notice of having won a Prize; or
 - (iii) completing the relevant section of the membership application form (for Players who become a Registered Player).
- (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 as trustee, representative or nominee for another person or persons. Each transaction effected by the Player will be conducted solely with the Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer in sufficient time to be processed before the close of acceptance of Entries relating to that Entry. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(g) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee (acting reasonably).
- (k) Form of entry in a Game of Promotional Lotto Strike:
 - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto Strike prior to commencement of the Game of Promotional Lotto Strike;
 - (ii) Without limiting Rule 10(k)(i), the form of entry in a Game of Promotional Lotto Strike may be any of the following (or combination of the following):
 - (1) part of a Ticket;
 - (2) any other ticket or document; and
 - (3) entries made by means of an electronic or mechanical device or by

telecommunications system.

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

- (1) constitutes the Player's official receipt;
- (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
- (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Lotto Strike.

RULE 11 PRIZES

- (a) The Prize Allocation in the Game of Lotto Strike shall be not less than sixty two percent (62%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto Strike shall be funded from the Prize Allocation and shall be not less than sixty percent (60%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Lotto Strike shall be funded from the Prize Allocation and shall retain an amount equal to two percent (2%) of Subscriptions and shall be used to:
 - (i) fund the rounding required pursuant to Rule 11(f);
 - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 11(f) Division 1;
 - (iii) fund any prize payable pursuant to Rule 11(h), Rule 11(i) and Rule 11(j).
- (d) Prizes for each Game of Lotto Strike shall be paid by the Licensee from the Prize Pool in accordance with the provisions and classifications of Rule 11(f) Division 1 (Strike 4), Division 2 (Strike 3), Division 3 (Strike 2) and Division 4 (Strike 1) Prizes.
- (e) Any such Prize shall, where only one (1) Entry is eligible for that Prize, be payable in respect of that Entry, or shall where two (2) or more Entries are eligible for that Prize, be shared equally between those Entries.
- (f) Subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple) the Prize Pool shall be distributed as nearly as possible in the percentages shown below. Monies required for rounding shall be drawn from the Prize Reserve Fund. Where there is no winner in any one division, subject to the provisions of Division 1 (Strike 4) (ii) of this paragraph (c) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next lower division in the order as shown below. Where there is no winner in Division 3 (Strike 2) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next higher division. Where there is no winner in Division 2 (Strike 3) and Division 3 (Strike 2) the Prize money payable in respect of those divisions shall be added to the Prize money allocated to Division 1 (Strike 4) and jackpotted to the Jackpot Drawing if not won in the current Draw.

Division 1 (Strike 4):

- (i) A Prize of an amount equal to 45% of the Prize Pool, less that proportion of the Prize Pool required to fund the Division 4 (Strike 1) Prize, shall be payable in respect of any Entry which contains all four (4) of the Winning Numbers.

The Division 1 Prize Guarantee is \$100,000.00.
- (ii) If no Prize in this division is payable in respect of any Entry in accordance with (i) above, the Prize which would otherwise have been payable shall be retained in the Prize Fund so as to form part of the monies which are payable in respect of any Entry which contains all the Winning Numbers in the Jackpot Drawing, provided that at no time shall a Prize in a Jackpot Drawing exceed the Maximum Jackpot Drawing Prize.
- (iii) Where the Jackpot Drawing Prize has reached the approved maximum level as provided in (ii) above, those monies in excess of the approved maximum

level that would otherwise have been payable shall be retained in the Prize Fund so as to form part of any Prize payable in accordance with (i) above.

Division 2 (Strike 3):

A Prize of an amount equal to 10% of the Prize Pool shall be payable in respect of any Entry which contains three (3) but not more than three (3) Winning Numbers.

Division 3 (Strike 2):

A Prize of an amount equal to 45% of the Prize Pool shall be payable in respect of any Entry which contains two (2) but not more than two (2) Winning Numbers.

Division 4 (Strike 1):

A Prize of one (1) free Standard Automatic Entry shall be payable in respect of any Entry which contains one (1) but not more than one (1) Winning Number.

- (g) Notwithstanding any provision of these Rules as to the payment of Prizes, where the total amount payable (whether to one (1) Entry alone or two (2) or more Entries in equal shares) in respect of the Prize described in Rule 11(f) Division 1 (Strike 4) (i) and (ii) in a Game of Lotto Strike would, but for this condition, be less than \$100,000.00 the Prize so payable shall be in the amount of \$100,000.00.

(h) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Lotto Strike and/or Wednesday Lotto Strike and/or Friday Lotto Strike and/or Saturday Lotto Strike or any combination thereof;
- (ii) an Entry made in respect of the Monday Lotto Strike or Wednesday Lotto Strike or Friday Lotto Strike or Saturday Lotto Strike shall be automatically entered into the Second Drawing in respect of that Monday Lotto Strike or Wednesday Lotto Strike or Friday Lotto Strike or Saturday Lotto Strike and such Entry shall not require the payment of any further Subscription;
- (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries each of which, contains all the Winning Numbers;
- (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer.
- (v) the Second Drawing shall not constitute a separate Game of Lotto Strike but shall be part of either a Monday Lotto Strike and/or Wednesday Lotto Strike and/or Friday Lotto Strike and/or Saturday Lotto Strike.
- (i) A Game of Lotto Strike may include:
- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or

(iii) Prizes paid pursuant to Rule 11(h).

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

(j) Prizes in a Game of Promotional Lotto Strike:

(i) The Prizes payable in a Game of Promotional Lotto Strike may consist of one or more of the following:

- (1) money;
- (2) holidays;
- (3) travel;
- (4) accommodation;
- (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
- (6) Entries in a Game of Lotto Strike or another lottery conducted by the Licensee; and
- (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.

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

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

(k) Determination of Prizes in a Game of Promotional Lotto Strike:

(i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto Strike.

(ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto Strike Conducted by it.

(iii) The Chief Executive Officer may (acting reasonably) change or alter the nature of any Prize offered in a Game of Promotional Lotto Strike, including (but not limited to) the following:

- (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
- (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
- (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
- (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
- (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.

- (iv) The Prizes in a Game of Promotional Lotto Strike are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Lotto Strike.

RULE 12 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Game of Lotto Strike 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;
 - (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 division.

- (b) Following each Drawing of a Game of Lotto Strike 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 10(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 13(a), 13(i), 13(j) and 13(l) must be made.

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

- (d) The Licensee shall make available to the media the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 13 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Game of Lotto Strike:
- (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 13(m) 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 13(a)(i) is the day of receipt by the Licensee;
- (b) A Registered Player winning 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, 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 13(m) hereof.
- (c) For Registered Players, where a:
- (i) Prize must be claimed in accordance with Rule 13(b) hereof, the Prize may be paid in accordance with the procedure and conditions set out in Rule 13(d) hereof; and
 - (ii) Prize of one (1) free Standard Automatic Entry is to be paid in accordance with Rule 11(f) for a Division 4 Prize, and such Prize will be paid by a Retailer with a Computer Linked Terminal upon surrender of a winning Ticket, 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. Such Prizes not so claimed will be paid by the Licensee after a period of time determined by the Chief Executive Officer.
- (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 (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize in which case it will be paid in accordance with Rules 13(b)-(d);
 - (ii) a Prize not claimed in accordance with Rule 13(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 13(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 in which case the prizes 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 following the Drawing Date (acting reasonably).

- (g) Where a winning Entry is entitled to multiple Division 4 (Strike 1) Prizes which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash.
- (h) Subject to Rules 13(a), 13(b), 13(c), 13(d), 13(e) and 13(f) above, a Player being eligible for a Prize which is not a Provisional Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Exchange Multiple Draws Ticket for any subsequent Drawings. For Registered Players, any unclaimed Multiple Draws Ticket Prizes may not be paid until after the expiry of a period of time determined by the Chief Executive Officer after the last Drawing on that Ticket.
- (i) A Prize not paid by a Retailer in accordance with Rule 13(f) will be paid by the 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).
- (j) A:
 - (i) Registered Player who claims to be entitled to a Division 1 Prize pursuant to Rule 13(b) and who has not been notified within five (5) days in accordance with Rule 13(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 13(n) 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 13(j) 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.

- (k) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 13(j) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.
- (l) A nominal and reasonable postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.
- (m) 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 13(e);must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 13(m).

- (n) The particulars required in accordance with Rules 13(a), 13(b), 13(j) and 13(l) are:
- (i) the name and address of the Player;
 - (ii) the Ticket Number;
 - (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's registration number if a Registered Player;
 - (v) the 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.
- (o) A Division 4 (Strike 1) Prize not claimed through a Computer Linked Terminal within a period of time determined by the Chief Executive Officer will be processed in accordance with the following:
- (i) A Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
 - (1) where the cash Prize is a Provisional Prize, it will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
 - (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
 - (3) where a winning Entry pursuant to Rule 13(o)(i) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, a Registered Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid together with the cash Prize;
 - (ii) A Registered Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry. The free Standard Entry will be sent by mail or through electronic form;
 - (iii) A Registered Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account;
 - (iv) A Player who is not a Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
 - (1) where the cash Prize is a Provisional Prize, it will be paid by the Licensee by cheque or, if requested by the Prize winner, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii), and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;

- (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii) and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
- (3) where a winning Entry pursuant to Rule 13(o)(iv) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee either by cheque or by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
- (v) A Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry following receipt of a Prize claim form containing or accompanied by the like particulars set out in Rule 13(n) and any other evidence that the Chief Executive Officer may from time to time require;
- (vi) A Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due to be paid by cash and will be paid by the Licensee either by cheque or by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated bank account following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
- (p) Notwithstanding the provisions of this Rule 13 if an Entry which would otherwise have been entitled to 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 the same Prize as is being paid to winning Players .
- (q) 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 of the provisions contained in these Rules governing Prize entitlement.
- (r) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (s) Subject to Rule 13(j), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.
- (t) 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.
- (u) 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.
- (v) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (w) 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;
- (x) 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.

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.

- (y) Any Prize sent by the Licensee to a Player and any refund of Selling Fee 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.
- (z) The payment of all Prizes pursuant to this Rule 13 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 13 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 fraud, wilful misconduct or a negligent act or omission by the Licensee.

- (aa) 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.
- (bb) Any Prize to be paid in accordance with Rule 11(h) or Rule 11(j) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may direct (acting reasonably).
- (cc) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (dd) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (ee) The Licensee accepts no responsibility or liability for lost or stolen Tickets.
- (ff) Payment of Prizes in a Game of Promotional Lotto Strike
- (i) A Prize is not payable in a Game of Promotional Lotto Strike unless:
 - (1) The entry submitted in a Game of Promotional Lotto Strike is in the form determined by the Chief Executive Officer under Rule 10(k)(i); and
 - (2) If the form of entry requires the Player to have purchased a Ticket in a Game of

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

- (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto Strike advertised under Rule11(k)(ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Lotto Strike a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto Strike is Valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto Strike, on which such a test is recorded, if the entry does not satisfy the test.

RULE 14 DISQUALIFICATIONS

(a) Notwithstanding that:

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

an Entry in a Game of Lotto Strike or entry in a Game of Promotional Lotto Strike 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 14(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 in a Game of Lotto Strike which is disqualified shall automatically be void and cancelled.

(b) The reasons for disqualification include:

- (i) tender of insufficient Selling 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, whose name and address is known to the Licensee, that an entry has been disqualified and the reason thereof and the Licensee shall in respect thereof refund to the Player any Selling Fee paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a reasonable manner, the disqualification of such entry.

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

(e) Where there is no Provisional Prize winner as a result of a disqualification in accordance with Rule 14(d) then:

- (i) in the case of a Division 1 (Strike 4) Prize, the provisions of Rule 11(f)(ii) will apply;
- (ii) otherwise the value and number of winners will be varied in accordance with Rule 11(f) Division 2 (Strike 3), Division 3 (Strike 2), and Division 4 (Strike 1) as the case may be.

RULE 15 LIMITATION OF LIABILITY

- (a) Nothing in these Rules (including in the following provisions of this Rule 15, which must be read subject to this Rule 15(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 circumstances giving rise to the liability, the amount of such Prize; and
 - (ii) in all other cases, \$10,000.
- (c) 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.
- (d) By purchasing an Entry, 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 are for the benefit of the Licensee, Directors, the Chief Executive Officer and each and every Retailer.
- (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 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 of Lotto Strike or Game of Promotional Lotto Strike due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (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 Game of Promotional Lotto Strike, 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 15(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.

- (j) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 15(a) to 15(i) inclusive as those protected by said Rules.

RULE 16 EFFECTIVE DATE

- (a) The Lotto Strike Rules effective 12 January 2024 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 Strike Rules effective 12 January 2024 will continue to apply to draws (including entries into draws) up to draw no. 5439 for Games of Lotto Strike and Promotional Lotto Strike (as applicable).

- (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 17 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO STRIKE

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

SCHEDULE 1

SELLING FEES PAYABLE FOR THE MONDAY OR WEDNESDAY OR FRIDAY OR SATURDAY LOTTO STRIKE THAT APPLY TO RETAILERS (OTHER THAN RESELLERS)

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
1 Game	1	\$1.15	\$1.00	\$0.15
2 Game	2	\$2.25	\$2.00	\$0.25
3 Game	3	\$3.35	\$3.00	\$0.35
4 Game	4	\$4.50	\$4.00	\$0.50
5 Game	5	\$5.60	\$5.00	\$0.60
6 Game	6	\$6.70	\$6.00	\$0.70
7 Game	7	\$7.85	\$7.00	\$0.85
8 Game	8	\$9.00	\$8.00	\$1.00
9 Game	9	\$10.10	\$9.00	\$1.10
10 Game	10	\$11.30	\$10.00	\$1.30
11 Game	11	\$12.35	\$11.00	\$1.35
12 Game	12	\$13.40	\$12.00	\$1.40
13 Game	13	\$14.60	\$13.00	\$1.60
14 Game	14	\$15.70	\$14.00	\$1.70
15 Game	15	\$16.85	\$15.00	\$1.85
16 Game	16	\$17.95	\$16.00	\$1.95
17 Game	17	\$19.10	\$17.00	\$2.10
18 Game	18	\$20.20	\$18.00	\$2.20
19 Game	19	\$21.35	\$19.00	\$2.35
20 Game	20	\$22.45	\$20.00	\$2.45
21 Game	21	\$23.60	\$21.00	\$2.60
22 Game	22	\$24.70	\$22.00	\$2.70
23 Game	23	\$25.85	\$23.00	\$2.85
24 Game	24	\$26.95	\$24.00	\$2.95
25 Game	25	\$28.10	\$25.00	\$3.10
26 Game	26	\$29.20	\$26.00	\$3.20
27 Game	27	\$30.30	\$27.00	\$3.30
28 Game	28	\$31.45	\$28.00	\$3.45
29 Game	29	\$32.55	\$29.00	\$3.55
30 Game	30	\$33.70	\$30.00	\$3.70
31 Game	31	\$34.80	\$31.00	\$3.80
32 Game	32	\$35.95	\$32.00	\$3.95
33 Game	33	\$37.05	\$33.00	\$4.05
34 Game	34	\$38.20	\$34.00	\$4.20
35 Game	35	\$39.30	\$35.00	\$4.30

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
36 Game	36	\$40.45	\$36.00	\$4.45
37 Game	37	\$41.55	\$37.00	\$4.55
38 Game	38	\$42.65	\$38.00	\$4.65
39 Game	39	\$43.80	\$39.00	\$4.80
40 Game	40	\$44.90	\$40.00	\$4.90
41 Game	41	\$46.05	\$41.00	\$5.05
42 Game	42	\$47.15	\$42.00	\$5.15
43 Game	43	\$48.30	\$43.00	\$5.30
44 Game	44	\$49.40	\$44.00	\$5.40
45 Game	45	\$50.55	\$45.00	\$5.55
46 Game	46	\$51.65	\$46.00	\$5.65
47 Game	47	\$52.80	\$47.00	\$5.80
48 Game	48	\$53.90	\$48.00	\$5.90
49 Game	49	\$55.05	\$49.00	\$6.05
50 Game	50	\$56.15	\$50.00	\$6.15
Boxed 1 Game	24	\$26.95	\$24.00	\$2.95

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

SCHEDULE 2

SELLING FEES PAYABLE FOR THE MONDAY OR WEDNESDAY OR FRIDAY OR SATURDAY LOTTO STRIKE THAT APPLY TO RESELLERS

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
1 Game	1	\$1.10	\$1.00	\$0.10
2 Game	2	\$2.20	\$2.00	\$0.20
3 Game	3	\$3.30	\$3.00	\$0.30
4 Game	4	\$4.35	\$4.00	\$0.35
5 Game	5	\$5.45	\$5.00	\$0.45
6 Game	6	\$6.55	\$6.00	\$0.55
7 Game	7	\$7.65	\$7.00	\$0.65
8 Game	8	\$8.75	\$8.00	\$0.75
9 Game	9	\$9.85	\$9.00	\$0.85
10 Game	10	\$10.95	\$10.00	\$0.95
11 Game	11	\$12.00	\$11.00	\$1.00
12 Game	12	\$13.10	\$12.00	\$1.10
13 Game	13	\$14.20	\$13.00	\$1.20
14 Game	14	\$15.30	\$14.00	\$1.30
15 Game	15	\$16.40	\$15.00	\$1.40
16 Game	16	\$17.50	\$16.00	\$1.50
17 Game	17	\$18.60	\$17.00	\$1.60
18 Game	18	\$19.65	\$18.00	\$1.65
19 Game	19	\$20.75	\$19.00	\$1.75
20 Game	20	\$21.85	\$20.00	\$1.85
21 Game	21	\$22.95	\$21.00	\$1.95
22 Game	22	\$24.05	\$22.00	\$2.05
23 Game	23	\$25.15	\$23.00	\$2.15
24 Game	24	\$26.25	\$24.00	\$2.25
25 Game	25	\$27.35	\$25.00	\$2.35
26 Game	26	\$28.40	\$26.00	\$2.40
27 Game	27	\$29.50	\$27.00	\$2.50
28 Game	28	\$30.60	\$28.00	\$2.60
29 Game	29	\$31.70	\$29.00	\$2.70
30 Game	30	\$32.80	\$30.00	\$2.80
31 Game	31	\$33.90	\$31.00	\$2.90
32 Game	32	\$35.00	\$32.00	\$3.00
33 Game	33	\$36.05	\$33.00	\$3.05
34 Game	34	\$37.15	\$34.00	\$3.15
35 Game	35	\$38.25	\$35.00	\$3.25

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
36 Game	36	\$39.35	\$36.00	\$3.35
37 Game	37	\$40.45	\$37.00	\$3.45
38 Game	38	\$41.55	\$38.00	\$3.55
39 Game	39	\$42.65	\$39.00	\$3.65
40 Game	40	\$43.70	\$40.00	\$3.70
41 Game	41	\$44.80	\$41.00	\$3.80
42 Game	42	\$45.90	\$42.00	\$3.90
43 Game	43	\$47.00	\$43.00	\$4.00
44 Game	44	\$48.10	\$44.00	\$4.10
45 Game	45	\$49.20	\$45.00	\$4.20
46 Game	46	\$50.30	\$46.00	\$4.30
47 Game	47	\$51.35	\$47.00	\$4.35
48 Game	48	\$52.45	\$48.00	\$4.45
49 Game	49	\$53.55	\$49.00	\$4.55
50 Game	50	\$54.65	\$50.00	\$4.65
Boxed 1 Game	24	\$26.25	\$24.00	\$2.25

* 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.

PUBLIC NOTARIES ACT 1997
By authority of Section 12
Scale of Fees Recommended by the Society of Notaries of New South Wales Inc
Effective 1 January 2024

1.	Affidavits, Affirmations and Declarations	Fee	Fee + GST
1(a)	Identifying deponent, administering oath, affirmation or taking declaration and completing and executing document without preparation of a Notarial Certificate	\$200.00	\$220.00
1(b)	Each additional deponent signing the same document at the same time	\$90.00	\$99.00
1(c)	All additional matters and time (e.g. investigating jurisdictional issues), charged per hour or pro rata for part of an hour	\$650.00	\$715.00
2.	Notarial Certificate Verifying Copy Documents		
2(a)	Reviewing and comparing copy documents with original, preparing and completing Notarial Certificate verifying copy of one document (up to 5 pages) and binding Notarial Certificate to copy document	\$250.00	\$275.00
2(b)	For each additional page of the same document (per page beyond 5 pages)	\$15.00	\$16.50
2(c)	Preparing and completing Notarial Certificate verifying copy of official Australian Government document (e.g. Vaccination Certificate, Citizenship Certificate, Passport) and binding Notarial Certificate to copy document	\$250.00	\$275.00
2(d)	If more than one document notarised or verified, charged per hour or pro rata part of an hour	\$650.00	\$715.00
2(e)	For certifications which do not require a Notarial Certificate	\$100.00	\$110.00
3.	Deeds and Other Unsworn Documents – for Individuals		
3(a)	Identifying signatory and witnessing and certifying execution or signing of a deed or other document with embedded Notary certification and where no notary certificate is needed (e.g. US land transaction documents), per document	\$160.00	\$176.00
3(b)	Each additional person signing the same document at the same time	\$90.00	\$99.00
3(c)	All additional matters and time involved (e.g. communication with registry in foreign jurisdiction), charged per hour or pro rata for part of an hour	\$650.00	\$715.00
4.	Notarial Certificates – for Individuals		
4(a)	Preparing and completing Notarial Certificate verifying execution of document by one person including identifying person, preparing and completing Notarial Certificate and binding Notarial Certificate to relevant document	\$275.00	\$302.50
4(b)	Verifying execution of Power of Attorney including identifying donor, preparing and completing Notarial Certificate as to execution of Power of Attorney and binding Notarial Certificate to Power of Attorney	\$275.00	\$302.50
4(c)	Each additional person signing the same document at the same time	\$90.00	\$99.00
5.	Deeds and Other Unsworn Documents – for Corporations		
5(a)	Identifying signatory, establishing authority of signatory to sign on behalf of corporation, and witnessing and certifying execution or signing of a deed or other document by authorised company representative	\$200.00	\$220.00

5(b)	Each additional person signing the same document at the same time including identifying signatory and establishing authority of signatory to sign on behalf of corporation	\$120.00	\$132.00
5(c)	All additional matters and time involved (e.g. communication with registry in foreign jurisdiction) charged per hour or pro rata for part of an hour	\$650.00	\$715.00
6.	Notarial Certificates – for Corporations		
6(a)	Verifying identity and establishing authority of person to execute Power of Attorney on behalf of the corporation, preparing and completing Notarial Certificate as to execution of Power of Attorney, completing Notarial Certificate and binding Notarial Certificate to Power of Attorney	\$320.00	\$352.00
6(b)	Verifying identity and establishing authority of person to execute other document on behalf of corporation, preparing and completing Notarial Certificate, verifying execution of document by one person, completing Notarial Certificate and binding Notarial Certificate to relevant document	\$300.00	\$330.00
6(c)	Each additional person signing the same document on behalf of a corporation at the same time	\$100.00	\$110.00
6(d)	Preparing and completing Notarial Certificate verifying copy of Corporation's registration certificate or other ASIC record including downloading requisite ASIC documents (e.g. Change of Name) and binding Notarial Certificate to relevant documents	\$400.00	\$440.00
6(e)	Preparing and completing Notarial Certificate of Company's Good Standing with attachments including downloading requisite ASIC documents and conducting requisite searches, and binding Notarial Certificate to relevant documents	\$500.00	\$550.00
6(f)	Preparing and completing Notarial Certificate verifying identity of up to two (2) company officer(s) and execution of document (e.g. minutes of directors' or shareholders' meeting) by company officer(s) with declaration and exhibit, completing Notarial Certificate and binding Notarial Certificate to the relevant document(s)	\$400.00	\$440.00
6(g)	Verifying identity of each additional company officer at the same time and including details in Notarial Certificate	\$100.00	\$110.00
6(h)	Verification and attachment of Resolution by board or members of Corporation to Notarial Certificate including establishing identity of corporation's officer(s) or representative(s) providing same	\$300.00	\$330.00
7.	Authentic or Public Form Documents		
7(a)	Completing Notarial Certificate in Authentic or Public Form prepared by Third Party including verifying identity of appearer and all incidental matters	\$400.00	\$440.00
7(b)	Preparing and completing Notarial Certificate in Authentic or Public Form prepared by Notary including verifying identity of appearer and all incidental matters, charged per hour or pro rata for part of an hour	\$650.00	\$715.00
8.	Other Documents		
8(a)	Preparing and completing exhibit note or annexure certificate	\$90.00	\$99.00
8(b)	Completing exhibit note or annexure certificate prepared by another person	\$60.00	\$66.00
8(c)	Other Documents (e.g. Trust Deeds, Intellectual Property Certificates) Preparing and completing bound Notarial Certificate not otherwise provided for, charged per hour or pro rata for part of an hour	\$650.00	\$715.00

9.	Australian Academic Documents **		
9	Authenticating Australian testamur, academic document or record, including preparing and completing Notarial Certificate as to verification of academic record with relevant educational institution and certifying a copy of document and binding Notarial Certificate to relevant document	\$275.00	\$302.50
10.	Apostilles and Authentications***		
10	Preparing and submitting application to DFAT for Apostille or Authentication, obtaining Apostille or Authentication and providing same to client or as directed (*DFAT fees in addition)	\$190.00	\$209.00
11.	Consular / Embassy Legalisation		
11	Submitting notarised and authenticated document to Consulate or Embassy, obtaining legalisation, providing same to client or as directed, charged per hour or pro rata for part of an hour	\$650.00	\$715.00
12.	Miscellaneous		
12(a)	Initial consultation fee (for consult requiring preparation)	\$75.00	\$82.50
12(b)	Arranging express post of documents (e.g. to DFAT), tracking post and reporting to client (*express post charges in addition)	\$35.00	\$38.00
12(c)	Arranging courier of documents overseas (e.g. to notary or lawyer in foreign jurisdiction), tracking delivery, reporting to client and advising of delivery (*courier fees are additional)	\$75.00	\$82.50
12(d)	Arranging for NAATI translation of document into English from a foreign language or vice versa (up to 20 minutes)	\$190.00	\$209.00
12(e)	for Notary, as agreed or per hour or pro rata for part of an hour, for such matters as:	\$650.00	\$715.00
	- attendance away from office		
	- drawing, engrossing and executing documents; and		
	- other matters not otherwise provided for		
12(f)	for Clerk, as agreed per hour or pro rata for part of an hour	\$250.00	\$275.00
12(g)	Photocopies and Facsimiles: - up to 15 pages, included in above fees - exceeding 15 pages, per page	\$4.00	\$4.40

* All out of pocket expenses (e.g. ASIC searches, postage and courier fees) are payable in addition.

** *Verifying an Educational Document may involve additional work (e.g. contacting the educational institution to independently verify the document, or verifying using the My eQuals platform), for which an additional charge may be made*

*** Special postages (e.g. Registered or Express Post) are also payable in addition.

Note: All other outlays and out-of-pocket expenses should be added to the above scales.

THE NOTARY SHOULD TAKE THE INDIVIDUAL CIRCUMSTANCES OF EACH ATTENDANCE INTO ACCOUNT (SUCH AS THE TIME INVOLVED AND THE WORK PERFORMED) WHEN APPLYING THE ABOVE RECOMMENDED FEE.

WHERE MULTIPLE OR COMPLEX DOCUMENTS ARE INVOLVED, IT MAY BE APPROPRIATE TO APPLY THE NOTARY'S HOURLY RATE.

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.

ASSOCIATION-GENERAL OF SHANGHAINESE IN AUSTRALIA INCORPORATED	INC1501689
AUS-SINO CITIES FRIENDSHIP ASSOCIATION INCORPORATED	INC1401754
AUSTRALIA CHINA ASSOCIATION FOR PROMOTION OF FREE TRADE AND FINANCE INCORPORATED	INC1500847
AUSTRALIA-CHINA CROSS-BORDER ECOMMERCE ASSOCIATION INCORPORATED	INC1501383
AUSTRALIAN BYZANTINE CHOIR INCORPORATED	INC1500806
AUSTRALIAN DOCKDOGS ASSOCIATION INCORPORATED	INC1501112
AUSTRALIAN QUANZHOU ENTREPRENEURS ASSOCIATION INCORPORATED	INC1500993
AUSTRALIAN RANCH ROPING AND WORKING HORSE VERSATILITY ASSOCIATION INCORPORATED	INC1400815
AUSTRALIAN SHUTTER ASSOCIATION INCORPORATED	INC1600165
BEST PRACTICE LAWYERS INCORPORATED	INC1300002
BHARATIYA JANATA PARTY (AUSTRALIA) INC	INC1400747
BYRON BIKE COLLECTIVE INCORPORATED	INC1600108
CLUB CHINA INCORPORATED	INC1500289
CREATE OR DIE COLLECTIVE INCORPORATED	INC1500030
DYF AUSTRALIA INCORPORATED	INC1400035
EAT CARE CONNECT INCORPORATED	INC1600562
ERITREAN COFFS HARBOUR COMMUNITY ASSOCIATION INCORPORATED	INC1400682
FAIRFIELD CITY BASKETBALL ASSOCIATION INCORPORATED	INC1500707
FIT AND FANTASTIC INC	INC1501746
FRENCH CLUB INCORPORATED	INC1501241
GOLDEN KEY INITIATIVE INCORPORATED	INC1400072
HANDS OF HOPE AUSTRALIA INCORPORATED	INC1501421
HASTINGS SUP CLUB INCORPORATED	INC1501032
HELP (HUNTER ENVIRONMENT & LOCAL PROTECTION) GROUP INCORPORATED	INC1500889
HUNTER CYCLESAFE NETWORK INCORPORATED	INC1600167
IGREJA PENTECOSTAL DEUS E AMOR PENTECOSTAL CHURCH GOD IS LOVE AUSTRALIA INCORPORATED	INC1400674
KAFE NEON K300 INC	INC1401024
KOORI KULCHA ASSOCIATION INCORPORATED	INC1300027
LAKE MACQUARIE DRAGON BOAT CLUB INCORPORATED	INC1500210
MOUNTAIN2SEA INCORPORATED	INC1600220
N.A.L. HARLEY CHARITY RIDERS INCORPORATED	INC1401194
NABOULSI CLUBHOUSE INCORPORATED	INC1501092
NAM HO TABLE TENNIS UNITY INCORPORATED	INC1600351

NARWAN EELS OLD BOYS CLUB INC	INC1400626
RISE TO SOUND INCORPORATED	INC1500132
SAFE HAVEN OF LOVE INCORPORATED	INC1501161
SINGLETON BMX INCORPORATED	INC1600291
SOUTH EAST NSW HORSE RESCUE AND WELFARE CLUB INCORPORATED	INC1400828
SPIRIT JOURNEY OF THE FIRST PEOPLE INCORPORATED	INC1300111
SYDNEY INDIAN CULTURAL COMMUNITY INCORPORATED	INC1600565
SYDNEY KOREAN PHOTOGRAPHIC SOCIETY INCORPORATED	INC1500435
SYDNEY PRESS AND MEDIA COUNCIL INCORPORATED	INC1700422
TEAM TEGAN INCORPORATED	INC1500116
THE ANTIQUE CATERPILLAR MACHINERY OWNERS CLUB IN AUSTRALIA CHAPTER NUMBER 28 INC	INC1900473
THE BROLGA PROJECT (NSW) INCORPORATED	INC1300949
THE GRAND TOURER CLUB INCORPORATED	INC1501330
THE HAPPY FAMILY ASSOCIATION INCORPORATED	INC1501487
THE INSTITUTE OF FINANCIAL LITERACY INCORPORATED	INC1500911
THE MESSAGE INCORPORATED	INC1500355
THE REMOTE ABORIGINAL CHILD'S DOORWAY INCORPORATED	INC1300047
THE SOCIAL ENTERPRISE PROJECT INCORPORATED	INC1501273
TWIC MAYARDIT ORPHANS APPEAL & EDUCATION CAMPAIGN INCORPORATED	INC1300001
UNITED SYDNEY MALAYALEE ASSOCIATION INCORPORATED	INC1401079
WE STAND WITH JONATHAN MOYLAN INCORPORATED	INC1400338
WHITE SLINGSHOT INCORPORATED	INC1400058
WORLD HEALTH INDUSTRY ASSOCIATION INCORPORATED	INC1500960
YOUNG AFRICAN KIDS NSW INCORPORATED	INC1300045

Cancellation is effective as at the date of gazettal.

Dated this 21st day of February 2024.

Diane Duggan
 Delegate of the Commissioner
 NSW Fair Trading

SIRA

Workers Compensation
Guidelines for the Approval of
Treating Allied Health
Practitioners

Contents

1. About these guidelines	3
1.1. Purpose.....	3
1.2. Guideline-making powers.....	3
1.3. Interpretation.....	3
1.4. Commencement	3
1.5. Practitioners with current SIRA approval.....	3
1.6. Practitioners requiring SIRA approval.....	4
2. Approval requirements for treating allied health practitioners	4
2.1. Appropriate qualifications for practitioners required to be approved.....	4
2.2. Conditions of approval for treating allied health practitioners.....	4
2.3. Grounds for declination of approval of a treating allied health practitioner.....	6
2.4. Grounds for suspension or revocation of approval of a treating allied health practitioner	6
2.5. Cases where a treating allied health practitioner does not require SIRA approval.....	6
2.6. Period of approval.....	6
Appendix 1 – Approval process	7
1. Application for approval.....	7
2. Timing and notification of a SIRA decision to decline approval.....	7
3. Timing and notification of a SIRA decision to suspend or revoke approval.....	7
4. Review of a SIRA approval decision.....	7
5. SIRA will maintain a register of approved practitioners.....	8

1. About these guidelines

The State Insurance Regulatory Authority (SIRA) is the government organisation responsible for regulating and administering workers compensation (WC), motor accidents compulsory third party (CTP) insurance and home building compensation insurance in New South Wales (NSW).

1.1. Purpose

The *Workers Compensation Guidelines for the Approval of Treating Allied Health Practitioners* (the Guidelines) apply to treating allied health practitioners working within the NSW workers compensation system who require approval by SIRA and outline the requirements to be ***appropriately qualified*** for the purpose of providing allied health treatment or services.

1.2. Guideline-making powers

Under workers compensation legislation, employers are liable for the cost of any reasonably necessary medical or related treatment received by a worker as a result of an injury. Section 60(2A) of the *Workers Compensation Act 1987* (1987 Act) outlines circumstances where the worker's employer is not liable for the costs of any treatment or service, including where the treatment or service is given or provided by a person who is not ***appropriately qualified*** to give or provide the treatment service.

Section 60(2C)(e) of the 1987 Act provides that workers compensation guidelines may make provision for specifying the qualifications or experience that a person requires to be ***appropriately qualified*** to provide a treatment or service to an injured worker, including by providing that a person is not appropriately qualified unless approved or accredited by the Authority.

1.3. Interpretation

These Guidelines are to be read in conjunction with relevant provisions of the *Workers Compensation Act 1987* (1987 Act) and the *Workplace Injury Management and Workers Compensation Act 1998* (1998 Act), together with the regulations and workers compensation guidelines made under those Acts.

These Guidelines support the system objectives as described in section 3 of the 1998 Act. Specifically, to provide prompt treatment of injuries, effective and proactive management of injuries, and necessary medical and vocational rehabilitation following injuries, in order to assist injured workers and to promote their return to work as soon as possible.

The information in these Guidelines is within the legislated guideline-making powers and therefore requires mandatory compliance by treatment practitioners seeking to obtain and maintain SIRA approval, except for ***Appendix 1 - Administration of approval processes***, which is included to provide information on how the guidelines will be administered.

1.4. Commencement

These Guidelines commence on 22 February 2024 and will apply until SIRA amends, revokes, or replaces them in whole or in part.

These guidelines replace the *Workers Compensation Guidelines for the Approval of Treating Allied Health Practitioners* published in May 2021.

1.5. Practitioners with current SIRA approval

All approved practitioners with an active approval number listed on the SIRA website at the date of commencement of these Guidelines continue to be approved practitioners under these Guidelines. There is no change to the end date of the approval period for these practitioners.

1.6. Practitioners requiring SIRA approval

The following treating allied health practitioner disciplines require approval by SIRA in order to be deemed *appropriately qualified* to provide specified treatment or services in the workers compensation system:

- a) accredited exercise physiologists
- b) chiropractors
- c) counsellors
- d) osteopaths
- e) physiotherapists
- f) psychologists

Treating allied health practitioners not included in the list above do not require SIRA approval to provide services in the workers compensation system.

2. Approval requirements for treating allied health practitioners

To obtain and maintain SIRA approval to provide treatment or services in the NSW workers compensation system, a treating allied health practitioner is to comply with the following requirements:

- be appropriately qualified
- satisfactorily complete the SIRA allied health practitioner online training program before applying for approval
- apply in writing for approval using the application form available on the SIRA website, and
- comply with the conditions of approval once approved by SIRA.

2.1. Appropriate qualifications for practitioners required to be approved

For the purposes of section 60(2C)(e) of the 1987 Act to be appropriately qualified to give or provide a treatment or service to a worker in NSW, the allied health practitioner must:

- obtain, and maintain, SIRA approval in accordance with these Guidelines, and
- have an appropriate qualification as follows:

Practitioner	Appropriate qualifications
Accredited exercise physiologist	An exercise physiologist who is accredited with Exercise & Sports Science Australia
Chiropractor, Osteopath, Physiotherapist, Psychologist	General registration with the Australian Health Practitioner Regulation Agency
Counsellor	Either of the following: <ol style="list-style-type: none">i) A full clinical member of the Counsellors and Psychotherapists Association of NSW; orii) A mental health social worker accredited with the Australian Association of Social Workers; oriii) A level 3 or 4 member of the Australian Counsellors Association

2.2. Conditions of approval for treating allied health practitioners

To be appropriately qualified for the purposes of section 60(2C)(e) of the 1987 Act, approved practitioners must meet, and continue to meet, the following conditions:

- 2.2.1. Have the appropriate qualifications for allied health practitioners as outlined in clause 2.1 of these Guidelines
- 2.2.2. Deliver services in accordance with:
- NSW workers compensation legislation and guidelines
 - SIRA procedures as described in the *NSW Workers Compensation Guide for Allied Health Practitioners*, including but not limited to submission of Allied Health Recovery Requests and requirements relating to approval for services
 - the nationally endorsed *Clinical Framework for the Delivery of Health Services*¹
 - the principles of the health benefits of good work²
 - the relevant SIRA workers compensation treating allied health practitioner maximum fees order/s effective on the date the service is delivered.
- 2.2.3. Maintain a current professional indemnity insurance policy and public liability insurance policy throughout the period of approval and provide evidence on SIRA's request (the amount of cover is to be appropriate to the scope of practice and level of risk and is inclusive of run-off cover).
- 2.2.4. Participate in independent reviews arranged by insurers, in the form, timeframes and manner required by SIRA.
- 2.2.5. Respond to or participate in SIRA communication and reviews in the form, timeframes and manner required and requested by SIRA.
- 2.2.6. Not ask for or accept any inducement, gift, or hospitality from individuals or companies, or enter into arrangements that could be perceived to provide inducements, that may influence, or be seen to influence, their ability to provide treatment to the worker that will best meet their needs (for example, offering or accepting financial incentives for referral of workers).
- 2.2.7. Declare any real, perceived or potential conflict of interest to the referrer and worker at time of referral or, if a conflict or potential conflict of interest arises after referral, as soon as it arises.
- 2.2.8. Complete any additional training at the request of SIRA, to the standard required by SIRA, within the prescribed timeframe and at the practitioner's own expense.
- 2.2.9. Not have been convicted of any criminal offence within the last 10 years, or have any pending criminal charges, any civil proceedings lodged against them or their practice, or any pending or upheld complaint made about them to insurance, compensation or health authorities, government agencies or statutory bodies regarding their conduct:
- in any role in any insurance compensation system in any Australian jurisdiction and
 - in the provision of health services.
- 2.2.10. Notify SIRA (in writing within seven calendar days) if they become aware that:
- information provided to SIRA in their application, including the conflict of interest declaration was incorrect or incomplete
 - there are changes to their registration, accreditation or membership status relevant to the required appropriate qualifications
 - a complaint has been made about them to insurance, compensation or health authorities, government agencies or statutory bodies regarding their conduct:

¹ <https://www.sira.nsw.gov.au/for-service-providers/treatment-advice-centre/clinical-framework>

² Australian and New Zealand Consensus Statement on the Health Benefits of Work: Position Statement: Realising the Health Benefits of Work

- in any role in any insurance compensation system in any Australian jurisdiction, and
- in the provision of health services.

2.3. Grounds for declinature of approval of a treating allied health practitioner

Failure to comply with the conditions outlined in clause 2.2. may result in SIRA declining the application for approval/reapproval

Note: SIRA will decline to approve if the treating allied health practitioner's registration accreditation or membership as a health practitioner under any relevant law is limited or subject to any condition imposed as a result of a disciplinary process, or the practitioner is suspended or disqualified from practice.

2.4. Grounds for suspension or revocation of approval of a treating allied health practitioner

SIRA may suspend or revoke a treating allied health practitioner's approval during their period of approval for any non-compliance with the legislation and/or conditions of approval in clause 2.2

SIRA will suspend or revoke its approval from the date of limitation, condition, suspension, revocation, or disqualification if the treating allied health practitioner's registration, accreditation or membership as a health practitioner does not meet the requirements outlined in the legislation on these guidelines.

2.5. Cases where a treating allied health practitioner does not require SIRA approval

2.5.1. Practitioners delivering services exclusively in the NSW public health system

A treating allied health practitioner exclusively delivering services in the NSW public health system does not require approval by SIRA to deliver treatment services to a worker receiving treatment in the NSW public health system.

2.5.2. Practitioners delivering services exclusively to specific classes of workers

A treating allied health practitioner exclusively delivering services to the following classes of workers in the NSW workers compensation system do not require approval by SIRA in accordance with these Guidelines:

- police officers
- paramedics
- firefighters
- coal miners
- rescue workers, and
- bushfire, emergency and rescue service volunteers.

2.5.3. Interstate practitioners delivering services exclusively outside NSW

A treating allied health practitioner practicing exclusively outside of NSW does not require approval under these Guidelines if the worker/s being treated are also living outside of NSW.

2.6. Period of approval

Practitioners will be approved by SIRA for a fixed period of time up to three years (with an option for SIRA to extend, at SIRA's discretion), which will commence on a date specified by SIRA.

In determining the period of approval, SIRA will consider any relevant information, including the history of a practitioner's compliance with the workers compensation legislation, SIRA fees orders and guidelines, for a reasonable period of time preceding the lodgement of a request for approval.

Appendix 1 – Approval process

1. Application for approval

To apply for SIRA approval, a practitioner should apply in writing for approval using the relevant form on the SIRA website.

The application will be processed by a SIRA officer. A decision to decline, suspend or revoke approval will be assessed by a manager-level SIRA officer.

2. Timing and notification of a SIRA decision to decline approval

SIRA will process applications for approval and provide notification of its decision within 21 days of receipt.

Where SIRA declines to approve a practitioner, SIRA will advise the practitioner in writing of the decision, including the reasons for that decision, and the period of time, if any, before the practitioner may re-apply for approval and the reasons for that nominated period.

The practitioner may re-apply after the nominated period by completing a new application form.

3. Timing and notification of a SIRA decision to suspend or revoke approval

Where SIRA suspends or revokes approval, SIRA will advise the practitioner in writing of the decision, including the reasons for that decision and period of time, if any, before the practitioner may re-apply for approval and the reasons for that nominated period.

The practitioner may re-apply after the nominated period by completing a new application form.

If an approved practitioner's SIRA approval is suspended or revoked for reasons other than those set out in clause 2.4, the suspension or revocation will take effect 28 calendar days from when the practitioner is advised of SIRA's decision by email.

SIRA will provide written notice electronically to the practitioner of the intention to suspend or revoke their approval, with an explanation as to the reasons for the suspension or revocation, through the contact details supplied to SIRA by the practitioner.

A suspension remains in effect until the date nominated that the suspension is to end, or the date SIRA approval is revoked, whichever is the earlier.

4. Review of a SIRA approval decision

A practitioner who:

- seeks approval as a treating allied health practitioner and is not approved by SIRA, or
- has been given notice of SIRA's intention to suspend or revoke their approval

can seek a review of the decision by submitting a written request to SIRA at the email address provided by SIRA in the letter notifying the practitioner of the approval/suspension/revocation decision.

Applications for review should be lodged within 28 calendar days of receipt of the decision/reasons for the decision. The request for review should outline the basis for the request to review and may include additional information, such as

- Review of non-approval – information in support of the application, with specific reference to the criteria for approval that had not been met
- Review of decision to suspend/revoke - the basis for the request to review and may include additional information to address SIRA's reason(s) for suspension or revocation and include information on whether the reason(s) for suspension or revocation no longer exist.

The review will be conducted by an independent officer who was not substantially involved in the original decision. SIRA will notify the practitioner of the outcome within 21 calendar days after receiving the request for review or after receiving the last document or information SIRA may request from the health practitioner. The final decision and reasons for that decision will be issued to the practitioner to the email address supplied by the practitioner.

A request for review does not stay SIRA's decision to decline to approve or suspend or revoke the approval.

5. SIRA will maintain a register of approved practitioners.

If SIRA approves a practitioner, SIRA will provide an approval number. The practitioner's name, contact details and approval number will be included in the SIRA register of approved practitioners. The SIRA register of approved practitioners is publicly available on the SIRA website. It is a public register as defined in section 3 of the Privacy and Personal Information Protection Act 1998.

An approved practitioner may request SIRA by email that their contact details be removed from the register as publicly available, and not disclosed to the public.

Disclaimer

This publication may contain information that relates to the regulation of workers compensation insurance, motor accident compulsory third party (CTP) insurance and home building compensation in NSW. This publication does not represent a comprehensive statement of the law as it applies to particular problems or to individuals, or as a substitute for legal advice.

SIRA, Level 14-15, 231 Elizabeth Street, Sydney NSW 2000

Website www.sira.nsw.gov.au

Catalogue no. SIRA09183 | ISBN 978-0-7347-4776-1

© State of New South Wales through the State Insurance Regulatory Authority NSW. This copyright work is licensed under a Creative Commons Australia Attribution 4.0 license, <http://creativecommons.org/licenses/bynd/4.0/legalcode>

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.

AUSTRALIAN DIGITAL ASSET INVESTMENT ASSOCIATION INCORPORATED	INC2101379
BUNDEENA BEFORE AND AFTER SCHOOL CARE INCORPORATED	INC9883081
CLUB OF MUTUAL INTERESTS INCORPORATED	INC1700221
FILOZ ART INCORPORATED	INC1500821
GRAFTON DISTRICT SERVICES CLUB NIGHT TIME SQUASH CLUB INCORPORATED	INC9875750
KURRI KURRI DISTRICT BUSINESS CHAMBER INCORPORATED	Y1715330
MALTESE PAST PUPILS & FRIENDS OF DON BOSCO (NSW) INCORPORATED	Y1316445
NEW ENGLAND NORTHWEST BIODIVERSITY ALLIANCE INCORPORATED	INC1700698
PEOPLE OF AUSTRALASIA FOR INNOVATION AND GROWTH ABROAD INCORPORATED	INC9889320
SOUTH WEST REGIONAL COMMUNITY TRANSPORT FORUM INCORPORATED	INC9875555
ST MARYS AREA COMMUNITY DEVELOPMENT PROJECT INCORPORATED	Y2479009
TEMORA SPECIAL PERSONS AND CARERS INC	INC1701498

Cancellation is effective as at the date of gazettal.

Dated this 21st day of February 2024.

Diane Duggan
Delegate of the Commissioner

NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that **COOMA UC INCORPORATED - INC1401009** became registered under the Corporations Act 2001 as **CUC SNOWY MONARO LTD - ACN 674 067 782** a company limited by guarantee, on 9 January 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
20 February 2024

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that **SERBIAN CULTURAL CLUB ST.SAVA INCORPORATED - Y1880410** became registered under the Corporations Act 2001 as **SERBIAN CULTURAL CLUB ST. SAVA LTD - ACN 674 791 907** a company limited by guarantee, on 16 February 2024, and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Dianne Duggan
Delegate of the Commissioner,
NSW Fair Trading
21 February 2024