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PUBLIC LOTTERIES ACT 1996

KENO – APPROVAL OF AMENDMENT TO THE RULES

I, Jane Lin, A/Deputy Secretary - Hospitality & Racing Group, 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 Game of Keno and Promotional Keno by Keno (NSW) Pty Ltd and ClubKeno Holdings Pty Ltd as annexed to this instrument, effective from 18 July 2024. These Rules supersede the Rules notified previously in the Government Gazette.

Dated this 5th day of July 2024.



Jane Lin)
A/Deputy Secretary)
Hospitality & Racing)
Department of Creative Industries, Tourism, Hospitality and Sport)

KENO RULES

1. General

These Rules govern the playing of Keno and are effective on and from 18 July 2024.

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

2. Definitions

- (a) In these Rules unless inconsistent with the context:
- (i) **“Act”** means the *Public Lotteries Act 1996* (NSW) and any regulations made thereunder, as may be amended from time to time;
 - (ii) **“Approved”** means approved in writing by the Minister and “Approval” has a corresponding meaning;
 - (iii) **“Australian Consumer Law”** means schedule 2 of the *Competition and Consumer Act 2010* (Cth);
 - (iv) **“Backup Site”** means the site at which the computer system which acts as a backup to the Central Site Computer is located;
 - (v) **“Bonus Prize”** means an Approved prize offered to Subscribers to a Game of Keno over and above those prizes indicated on any Schedule of Prizes, but excludes Jackpot Guarantees;
 - (vi) **“Casino Licensee”** means a holder of a licence granted under Section 18 of the *Casino Control Act 1992* (NSW);
 - (vii) **“Cash Game”** means a game in which an approved Bonus Prize is offered;
 - (viii) **“Cash Voucher”** means a ticket issued by a Terminal and exchanged for cash or received in lieu of cash that a Subscriber may use to make an Entry to a Game of Keno, receive as all or part of the Total Prize Money, receive as change from an Entry to a Game of Keno and which may be redeemed in accordance with these Rules for the face value of the ticket in cash;
 - (ix) **“Category”** means a Category listed in a table in the licence held by the Licensees, which governs the apportionment of each Subscription for each game and the Keno Prize Fund Contribution. Each type of game is allocated a Category under these Rules;
 - (x) **“Central Site”** means the site at which the Central Site Computer is operative and in direct control of the computing of the Game of Keno;
 - (xi) **“Central Site Computer”** means the computer system that is used to process, store and display the Game of Keno;
 - (xii) **“Club”** means a club holding a certificate of registration under the *Registered Clubs Act 1976* (NSW);
 - (xiii) **“Column” or “Columns”** means the 12 numbers in 1 column of the Keno Roulette Grid whereby:
 - (A) Column 1 means the numbers: 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31 and 34;
 - (B) Column 2 means the numbers: 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32 and 35; and
 - (C) Column 3 means the numbers: 3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33 and 36;
 - (xiv) **“Combination”** means a combination of 1 to 10, 15, 20 and 40 Spots selected by the Subscriber from the 80 available numbers, where each Combination is taken to be a separate Game played by the Subscriber;
 - (xv) **“Combination Bet”** means an advanced form of Entry whereby a Subscriber may play 2 or more different Combinations in the same game on the same Entry as follows:

The Subscriber (or in the case of a Superplay, the Central Site Computer) selects the Spots and creates non-intersecting groups of those Spots (**“Groups”**) on the one Entry. A Group may comprise of a minimum one Spot only. A Spot may not form (and will not be counted

as forming) part of more than one Group. All Spots forming part of a particular Group will be identified on the Receipt Ticket by the same alpha or alpha numeric character, which character will be different from the characters allocated to the Spots comprising other Groups.

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

- (xvi) **“Commission”** means an amount paid to a Venue by Subscribers, in the Venue’s own right (and not as agent of the Licensees), and which the Venue is entitled to deduct and retain from the Gross Subscription which the Venue receives from the Subscriber and deals with as agent of the Subscriber, pursuant to Rule 7(f);
- (xvii) **“Corner” or “Corners”** means a square of 4 adjacent numbers in the Keno Roulette Grid;
- (xviii) **“Crossed Cheque”** means a cheque crossed as referred to in section 53 of the *Cheques Act 1986* (Cth);
- (xix) **“Customer Session”** means the period of time when a Subscriber either:
 - (A) makes an Entry in a Game of Keno; or
 - (B) checks a Receipt Ticket; or
 - (C) cancels an Entry in a Game of Keno,to that time in the case of an Entry made through a Venue, when the End Customer Terminal key is activated or in the case of an Entry made through the Internet Platform, when the Subscriber confirms the details of their Entry on the Internet Confirmation Screen or the Subscriber cancels that Entry via the Internet Platform in accordance with Rule 11(b);
- (xx) **“Drawing”, “Draw” or “Drawn”** means the random selection by a Draw Device of 20 winning numbers;
- (xxi) **“Draw Device”** means a device Approved for conducting a Draw being an electronically operated device which selects at random and one at a time from a set of one to eighty numbers, the 20 winning numbers in each Game of Keno;
- (xxii) **“Entry”** means an entry referred to in Rules 7 and 7A;
- (xxiii) **“Entry Form”** means an Approved form that may be completed by a person wishing to enter a Game of Keno;
- (xxiv) **“Game of Keno”** means the competition styled “Club Keno” or “Star Keno” conducted under the Act and “Keno”, “Keno game” and “game” shall have the same meaning;
- (xxv) **“Game Results Inquiry”** means a request from a Subscriber to:
 - (A) display on a Terminal;
 - (B) display on and print from a Terminal; or
 - (C) display on a device connected to the Internet Platform,the results of a game or games;
- (xxvi) **“Group”** has the meaning given in Rule 2(a)(xv);
- (xxvii) **“Gross Subscription”** means (subject to Rule 11 regarding cancellation of Entries) the amount prescribed by the Minister to be paid by a Subscriber for an Entry to a Game of Keno, and includes the amount of Commission received and retained by a Venue pursuant to Rule 7(f), and also includes the face value of Subscription Chips which have been used as Subscriptions for Games of Keno, and the applicable amount of the face value of SST Receipts and Cash Vouchers that is used as Subscriptions for Games of Keno;

- (xxviii) **“Heads or Tails?”** means the form of the Game of Keno, being a Category Q game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the distribution of the Drawn numbers. In this form of game, a Subscriber attempts to forecast the result of a single Game of Keno as being one of “Heads”, “Tails” or “Evens” determined as follows:
- (A) the result of a game is “Heads” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive;
 - (B) the result of a game is “Tails” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 41 to 80 inclusive;
 - (C) the result of a game is “Evens” when ten (10) of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive and ten (10) of the 20 numbers Drawn in the same Game of Keno are numbers in the range 41 to 80 inclusive;
- If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize will be payable calculated in accordance with Rule 18(d);
- (xxix) **“Hotel”** means the holder of a Hotel Licence under the *Liquor Act 2007* (NSW) but not being a general bar licence;
- (xxx) **“Inspector”** means a person appointed by the Minister as an inspector under Section 69 of the Act to undertake functions associated with the conduct of the Game of Keno;
- (xxxi) **“Internet Acknowledgement”** means the screen appearing after a Subscriber completes the purchase of an Entry into a Game of Keno through the Internet Platform which sets out the details of the Entry made by the Subscriber;
- (xxxii) **“Internet Confirmation Screen”** means the screen that displays the details of the Entry for a relevant Game of Keno that the Subscriber proposes to make through the Internet Platform and requires a Subscriber to confirm that such details are correct to complete the purchase of the Entry;
- (xxxiii) **“Internet Platform”** includes any website of the Licensee and any other Internet enabled device (as applicable) published from time to time through which a Subscriber can make an Entry;
- (xxxiv) **“Jackpot”** means the Regular Keno Jackpot and the Keno \$2 Game Jackpot;
- (xxxv) **“Jackpot Fill”** means the sum described as the Jackpot Fill (if any) in Rule 18;
- (xxxvi) **“Jackpot Growth”** means (as the case may be):
- (A) for the Regular Keno Jackpot, a percentage of Gross Subscriptions in a Regular Keno Jackpot, as determined by the Licensees from time to time in accordance with these Rules, allocated from Net Subscriptions on that Regular Keno Jackpot to the Regular Keno Jackpot Prize available for that Regular Keno Jackpot and, in the event a Pooled Jackpot is in existence, contributed to the Pooled Jackpot; and
 - (B) for the Keno \$2 Game Jackpot, a percentage of Gross Subscriptions in a Keno \$2 Game, as determined by the Licensees from time to time in accordance with these Rules, allocated from Net Subscriptions on that Keno \$2 Game Jackpot to the Keno \$2 Game Jackpot Prize available for that Keno \$2 Game Jackpot and in the event a Keno \$2 Game Pooled Jackpot is in existence, contributed to the Keno \$2 Game Pooled Jackpot;
- (xxxvii) **“Jackpot Guarantee”** means a Jackpot prize amount guaranteed by the Licensees, over and above those prizes indicated on the Schedule of Prizes and in addition to Jackpot Growth;
- (xxxviii) **“Keno \$2 Game”** means the form of Game of Keno, being a Category L game, in which a person selects 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80, the object being to match (or in some cases not to match) those numbers against the 20 winning numbers Drawn in each game. The Keno \$2 Game is available in addition to Regular Keno in respect of the Draw and offers an alternative Approved Schedule of Prizes to Regular Keno. The Keno \$2 Game will be known as “Keno Mega Millions”;
- (xxxix) **“Keno \$2 Game Keno Jackpot”** means the form of the Keno \$2 Game the object of which

is to match all seven (7), eight (8), nine (9) or ten (10) spots selected, as the case may be, against the winning numbers Drawn in that game;

- (xl) **“Keno \$2 Game Keno Jackpot Prize”** means the prize offered in respect of a Keno \$2 Game Jackpot game played by a Subscriber which matches all Spots selected against the 20 winning numbers Drawn in that game;
- (xli) **“Keno \$2 Game Pooled Jackpot”** means the combining, by all participating jurisdictions, of Jackpot Growth for Keno \$2 Game Jackpot into a pool;
- (xlii) **“Keno \$2 Game Pooled Jackpot Amount”** means the total amount of Jackpot Growth contributed by all participating jurisdictions at any given time for Keno \$2 Game Jackpots, as displayed in Venues;
- (xliii) **“Keno Bonus”** means the form of the Game of Keno, being a Category I game, which may only be played in conjunction with Regular Keno and communicated in Venue and on the Internet Platform, by which:
 - (A) the Subscription for the Game of Keno it is played in conjunction with is multiplied by the Multiplier for the sole purpose of determining the prize payable on that Game of Keno in accordance with the Schedule of Prizes; and
 - (B) where Keno Bonus is played in conjunction with a Regular Keno Jackpot, the Keno Bonus Jackpot Prize is payable on winning a Regular Keno Jackpot game;
- (xliv) **“Keno Bonus Jackpot Prize”** means the prize offered in respect of a Keno Bonus game played by a Subscriber in conjunction with Regular Keno Jackpot where a Regular Keno Jackpot Prize is payable and the Multiplier is either 2, 3, 4, 5 or 10;
- (xlv) **“Keno Day”** means the period between the start of Keno trading and the close of Keno trading, identified by the calendar day on which that period commenced;
- (xlvi) **“Keno Prize Fund”** means the account established for payment of prizes that receives from Net Subscriptions an amount equal to the Keno Prize Fund Contributions;
- (xlvii) **“Keno Prize Fund Contribution”** means:
 - (A) for Heads or Tails? and Keno Roulette, being Category Q games - an amount equal to 80% of Subscriptions;
 - (B) for Regular Keno and Keno Bonus, all being Category I games - an amount equal to 75% of Subscriptions; and
 - (C) for the Keno \$2 Game, being a Category L game – an amount equal to 76.5% of Subscriptions;
- (xlviii) **“Keno Roulette”** means the form of the Game of Keno, being a Category Q game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the Keno Roulette Number. In this form of the game, a Subscriber may select one or more bet types in attempting to forecast the result of a single game. These bet types are described as follows:
 - (A) **“Straight Up”** means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be a single selected number in the range 1 to 36, 0 or 00 in the Keno Roulette Grid;
 - (B) **“Splits”** means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of two selected bordering numbers in the Keno Roulette Grid;
 - (C) **“Rows”** means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a single selected Row of numbers in the Keno Roulette Grid;
 - (D) **“Corners”** means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected Corner of numbers in the Keno Roulette Grid;
 - (E) **“Columns”** means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected single Column of numbers in the

Keno Roulette Grid;

- (F) “Six-Line” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of any six numerically consecutive numbers (the first of which must commence in the 1st Column) in the Keno Roulette Grid;
- (G) “Dozens” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected dozen of numbers, being between either 1 – 12 inclusive, 13 – 24 inclusive or 25 – 36 inclusive;
- (H) “Low or High” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a “low” number (being any of numbers 1 – 18 inclusive) or a “high” number (being any of numbers 19 – 36 inclusive);
- (I) “Red or Black” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be either “red” (being any numbers of 1, 3, 5, 7, 9, 12, 14, 16, 18, 19, 21, 23, 25, 27, 30, 32, 34 or 36) or “black” (being any numbers of 2, 4, 6, 8, 10, 11, 13, 15, 17, 20, 22, 24, 26, 28, 29, 31, 33 or 35);
- (J) “Odd or Even” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be either an “odd” number (being any of numbers 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, or 35) or an “even” number (being any of numbers 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34 or 36);

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

- (xlix) **“Keno Roulette Grid”** means the standard layout of the range of numbers 0, 00 and 1 to 36 on a Roulette Game Entry Form;
- (l) **“Keno Roulette Number”** means the winning number (first “number” Drawn) in a Game of Keno Roulette. The Keno Roulette Number is one of 1 to 36, “0” or “00”. For the purposes of clarification, “0” and “00” are different Keno Roulette Numbers. The Keno roulette Number will be derived from the first number Drawn in each game. Should the first number Drawn not represent a Keno Roulette Number, the second number Drawn is used and so on until a Keno Roulette Number has been derived. The Keno Roulette Number is determined as follows:
 - (A) Drawn numbers 1 to 36 represent Keno Roulette Numbers 1 to 36 respectively;
 - (B) Drawn numbers 41 to 76 represent Keno Roulette Numbers 1 to 36 respectively;
 - (C) Drawn numbers 37 and 77 represent keno Roulette Number “0”;
 - (D) Drawn numbers 38 and 78 represent Keno Roulette Number “00”;
 - (E) Drawn numbers 39, 40, 79 and 80 do not represent a Keno Roulette Number and the next number Drawn will be used;
- (li) **“Keno Runner”** means a person authorised by a Venue to collect Subscriptions directly from the Subscriber;
- (lii) **“Key Employee”** has the meaning assigned to “key employee” by Section 4 of the Act;
- (liii) **“Kwikipik”** means the form of Entry whereby:
 - (A) a Subscriber nominates the Subscription for each game, the number of Spots and the number of games and the Terminal selects the Spots; or
 - (B) in Keno Roulette, a Subscriber nominates the bet type, the number of selections to be made, the Subscription and the Terminal selects the Straight Ups, Splits, Rows, Corners, Columns, Six Line, Dozens, Low or High, Red or Black and Odds or Evens as applicable; or
 - (C) in Heads or Tails? Prepick and Let it Run, a Subscriber nominates the bet type, the number of games, the Subscription and the Terminal selects the Heads, Tails or Evens selection for each game;
- (liv) **“Let it Run”** means the form of Prepick in which, subject to Rule 9(g), if the Subscriber

correctly forecasts the result of the first game in a chosen series, the amount of the prize as specified in Rule 18(d) on that game is carried over as the Subscription for the next game in the series and in which this procedure continues until such time as the series of games is complete or the Subscriber incorrectly forecasts one of the game results in the series or the Subscriber cancels the ticket;

- (lv) **“Licensees”** means Clubkeno Holdings Pty Limited ABN 51 002 821 570 and Keno (NSW) Pty Ltd ABN 16 003 992 327;
- (lvi) **“Major Prize”** means a prize of more than \$1,000 won in a Game of Keno but does not include that part of the prize comprising the Jackpot Fill, Jackpot Growth or Keno Bonus Jackpot Prize (if any);
- (lvii) **“Minister”** means the Minister for the time being administering the Act or the Minister’s duly appointed representative, delegate or replacement;
- (lviii) **“Multi - Game”** means the form of Entry whereby a Subscriber enters a number of games;
- (lix) **“Multipik”** means when more than one Kwikipik is played on a single ticket;
- (lx) **“Multiplier”** means the multiplier that applies to the cumulative total of the twenty numbers Drawn from numbers between 1 and 80 where:
 - (A) the multiplier of 1x is assigned to the cumulative totals set out in Part A of the schedule;
 - (B) the multiplier of 2x is assigned to the cumulative totals set out in Part B of the schedule;
 - (C) the multiplier of 3x is assigned to the cumulative totals set out in Part C of the schedule;
 - (D) the multiplier of 4x is assigned to the cumulative totals set out in Part D of the schedule;
 - (E) the multiplier of 5x is assigned to the cumulative totals set out in Part E of the schedule; and
 - (F) the multiplier of 10x is assigned to the cumulative totals set out in Part F of the schedule;
- (lxi) **“Net Subscription”** means the amount which the Venues hold and deal with as agent of the Licensees in accordance with Rule 7(h), being the Gross Subscription less the Commission including that part of the face value of a Subscription Chip or an SST Receipt or Cash Voucher which has been used as a Subscription, remaining after payment of the Venue’s Commission;
- (lxii) **“Operating Company”** means Keno (NSW) Pty Ltd ABN 16 003 992 327;
- (lxiii) **“Parlay”** means the form of Entry whereby a Subscriber, subject to Rule 15(d), chooses to subscribe all or part of the Total Prize Money instead of collecting the Total Prize Money;
- (lxiv) **“Permitted Area”** means the Venue’s licensed area, including the portions of land and buildings which are owned or occupied by a club, Hotel or casino (the Venue or agent) or by any wholly owned subsidiary of the Venue or a nominee of the Venue and which are subject of a licence held by the Venue, and any other form of licence under the *Liquor Act 2007* (NSW) in respect of which the Venue or a wholly owned subsidiary or nominee is the business owner;
- (lxv) **“Pooled Jackpot”** means the combining, by all participating jurisdictions, of Jackpot Growth for each Regular Keno Jackpot into a pool;
- (lxvi) **“Pooled Jackpot Amount”** means the total amount of Jackpot Growth contributed by all participating jurisdictions at any given time for Regular Keno Jackpots, as displayed in Venues;
- (lxvii) **“Premises”** means the premises owned or occupied by a Venue, at which a Venue is permitted to accept Entries and Subscriptions for Games of Keno pursuant to these Rules, and in respect of a Casino Licensee means the area or areas defined or redefined as the boundaries of the casino pursuant to section 19 of the *Casino Control Act 1992* (NSW), and

includes the Permitted Area;

- (lxviii) **“Prepick”** means the form of Heads or Tails? in which a Subscriber can vary a selection of Heads, Tails or Evens over a series of up to five (5) consecutive games of Heads or Tails? in a single Entry;
- (lxix) **“Print Pay Ticket”** means a ticket issued by a Terminal detailing all games entered and all prizes won by an Entry;
- (lxx) **“Pro-rating”** means the proportional reduction in value of all Major Prizes, Bonus Prizes and additional Approved prizes, in a Game of Keno so that the aggregate value of those prizes equals \$3,000,000;
- (lxxi) **“Promotional Activity”** means any activity, offer or prize promoting or relating to a Category of the Game of Keno including, but not limited to, a prize (in any form), Jackpot Guarantee or additional prize money;
- (lxxii) **“Promotional Sub-Account”** means a sub-account within the Keno Prize Fund comprising the portion of Keno Prize Fund Contributions allocated by the Operating Company pursuant to Rule 10B;
- (lxxiii) **“Receipt Ticket”** means the serial numbered ticket issued by a Terminal on which is recorded the particulars of an Entry;
- (lxxiv) **“Regular Keno”** means the form of Game of Keno, being a Category I game, in which a person selects 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80, the object being to match (or in some cases not to match) those numbers against the 20 winning numbers Drawn in each game. Regular Keno will be known as “Keno Classic”;
- (lxxv) **“Regular Keno Jackpot”** means the form of Regular Keno the object of which is to match all seven (7), eight (8), nine (9) or ten (10) spots selected, as the case may be, against the winning numbers Drawn in that game;
- (lxxvi) **“Regular Keno Jackpot Prize”** means the prize offered in respect of a Regular Keno Jackpot game played by a Subscriber which matches all Spots selected against the 20 winning numbers Drawn in that game;
- (lxxvii) **“Replay”** means the form of Entry whereby a Subscriber submits a Receipt Ticket and issues verbal instructions for any particular of the Entry which varies from the particulars recorded on the Receipt Ticket or in the case of an Entry via the Internet Platform, the Subscriber submits a previous Entry which may vary from the particulars recorded on the Internet Acknowledgement;
- (lxxviii) **“Roulette Game Entry Form”** means a form that may be completed by a person wishing to play Keno Roulette;
- (lxxix) **“Row” or “Rows”** means a range of 3 numbers in one row of the Keno Roulette Grid whereby:
 - (A) Row 1 means the range 1 to 3 inclusive;
 - (B) Row 2 means the range 4 to 6 inclusive;
 - (C) Row 3 means the range 7 to 9 inclusive;
 - (D) Row 4 means the range 10 to 12 inclusive;
 - (E) Row 5 means the range 13 to 15 inclusive;
 - (F) Row 6 means the range 16 to 18 inclusive;
 - (G) Row 7 means the range 19 to 21 inclusive;
 - (H) Row 8 means the range 22 to 24 inclusive;
 - (I) Row 9 means the range 25 to 27 inclusive;
 - (J) Row 10 means the range 28 to 30 inclusive;
 - (K) Row 11 means the range 31 to 33 inclusive;
 - (L) Row 12 means the range 34 to 36 inclusive;

- (lxxx) **“Rules”** means the rules contained in this document, and any instructions referred to in Rule 7(l) and Rule 7A(j);
- (lxxxii) **“Self Service Terminal” or “SST”** means a Subscriber operated Terminal that provides Subscribers with the option of purchasing Entries, checking and redeeming Receipt Tickets and issuing and using SST Receipts;
- (lxxxiii) **“Schedule of Prizes”** means the lists of prizes specified in Rule 18;
- (lxxxiiii) **“Senior Writer”** means the person authorised by a Venue to be in control of the operation of Keno at the Premises of that Venue;
- (lxxxv) **“Split” or “Splits”** means a range of 2 vertically or horizontally adjacent numbers in the Keno Roulette Grid;
- (lxxxvi) **“Spot”** means an integer selected from the range of 1 to 80;
- (lxxxvii) **“SST Receipt”** means a ticket issued by a Terminal which is an acknowledgement in place of cash to make an Entry, give change from an Entry or pay out winnings that a Subscriber may redeem up to the face value of cash and/or tender for payment of a Subscription for a Game of Keno;
- (lxxxviii) **“Subscriber”** means:
 - (A) a person who subscribes to the Game of Keno by way of Entry; and
 - (B) where the context permits in, and for the purposes of Rule 9B, a person who receives a SST Receipt or Cash Voucher; and
 - (C) where, in its absolute discretion, the Operating Company thinks it appropriate, includes a person who bears or submits a Receipt Ticket; and
 - (D) where any person defined in sub paragraph (A), (B) or (C) of this definition is under a legal incapacity or has died, includes the legal personal representative of such person;
- (lxxxix) **“Subscriber Account”** means an account opened by the Subscriber through the Internet Platform in accordance with the Subscriber Account Terms and Conditions for the purposes of depositing funds to purchase Entries into Games of Keno for which Entry is permitted to be made via the Internet and to receive and withdraw prizes in accordance with these Rules and the Subscriber Account Terms and Conditions;
- (lxxxix) **“Subscriber Account Terms and Conditions”** means the terms and conditions available at keno.com.au as amended from time to time that apply to Subscriber Accounts and the Internet Platform and which a Subscriber must accept prior to their Subscriber Account being available for use;
- (xc) **“Subscription”** means a Gross Subscription unless otherwise stated in these Rules;
- (xci) **“Subscription Chip”** means a casino chip issued by a Casino Licensee under the *Casino Control Act 1992* (NSW) and used by a Subscriber to purchase an Entry into a Game of Keno;
- (xcii) **“Superplay”** means a form of Combination Bet where the number of Groups, the size of each Group and the types of Combinations applicable to that Combination Bet have been pre-programmed into the Central Site Computer by the Operating Company and made available to Subscribers generally from time to time, the details for which are set out in the officially sanctioned brochures displayed or available for inspection at any Venue. The Central Site Computer selects the Spots forming part of each Combination;
- (xciii) **“Supervisor”** means a person appointed by the Operating Company to supervise the operation of Keno games;
- (xciv) **“Terminal”** means an Approved device used for either:
 - (A) the processing of Entries;
 - (B) the issuing of Receipt Tickets, Cash Vouchers and SST Receipts; or
 - (C) the processing of claims;

- (xcv) **“Total Prize Money”** means the total amount of money payable to a person, as a result of the person winning money in respect of a Customer Session in a Game of Keno (whether or not that Customer Session relates to one, or more than one, game or Entry in the Game of Keno);
 - (xcvi) **“Unclaimed Prize”** means a prize for an Entry made through a Venue that remains unclaimed for a period of 12 months after the date on which the Game of Keno to which the prize relates was conducted, or an SST Receipt or Cash Voucher that has not been redeemed in full for cash or tendered by way of Subscription in a Game of Keno within 12 months of its date of issue or a prize for an entry made through a Venue that remains unclaimed for the alternative period prescribed in the Act;
 - (xcvii) **“Unclaimed Prize Claim Form”** means the document to be completed by a Subscriber in the event that:
 - (A) a Receipt Ticket, SST Receipt or Cash Voucher is lost or mutilated; or
 - (B) a record of a Receipt Ticket, SST Receipt or Cash Voucher is no longer resident on storage media on the Central Site Computer;
 - (xcviii) **“Venue”** means a Club, a Casino Licensee or a Hotel, appointed by the Licensees with Approval to accept Subscriptions for Games of Keno, and refers to the Venue acting in its own right, or as agent of the Licensees or of the Subscriber, as the context requires;
 - (xcix) **“Venue Threshold”** means the monetary limit displayed in a Venue up to which it will pay prizes or part prizes won in cash;
 - (c) **“Verbal Entry”** means the form of Entry which may be effected by the issue of verbal instructions by a person wishing to enter a Game of Keno and the issue of a Receipt Ticket;
 - (ci) **“Writer”** means a person authorised by a Venue to operate a Terminal at the Premises of that Venue.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) a reference to a person shall include an organisation of persons whether incorporated or unincorporated;
 - (iii) a reference to a number of games shall be taken to mean a number of consecutive games commencing with the game which is open at the time the Receipt Ticket for that Entry is issued;
 - (iv) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (v) all references to sums of money are references to Australian dollars.

3. Application of these Rules

- (a) These Rules are to be read subject to the Act, and in conjunction with the Subscriber Account Terms and Conditions, and shall apply to every Game of Keno. If there is any inconsistency between these Rules and the Act, the Act will prevail to the extent of any inconsistency. If there is any inconsistency between the Subscriber Account Terms and Conditions and the Act or these Rules, the Act and these Rules will prevail to the extent of any inconsistency.
- (b) These Rules shall be binding on all Subscribers and by making an Entry in a Game of Keno or generating a Cash Voucher or SST Receipt, Subscribers agree to be bound by these Rules.

4. Object

The object of the Game of Keno, known as Regular Keno, is to select from 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80 and to match (or in some games not to match) those numbers against the 20 winning numbers Drawn in each game. A number of other forms of the Game of Keno also exist and these are defined in Rule 2 together with the object of each other Game of Keno. These may be varied or discontinued and other forms of the Game of Keno may be introduced by the Operating Company from time to time with Approval.

5. Eligibility for Inclusion in a Game of Keno

In order to be eligible for inclusion in a Game of Keno:

- (a) for an Entry made through a Venue, a Receipt Ticket the details of which must be recorded and be resident on storage media at the Central Site, must be issued to the Subscriber.
- (b) for an Entry made through the Internet Platform, the details for the Entry must be recorded and be resident on storage media at the Central Site, and the Entry recorded in the Subscriber Account.

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

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

6. Key Staff

(a) Operating Company

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

(b) Venue

Under the agency agreement between a Venue and the Operating Company, the Venue is required to ensure that a Senior Writer is present at the Premises at all times while the game is in progress at those Premises and the Senior Writer is responsible for ensuring that the game is conducted by the Venue in accordance with these Rules (and the agency agreement the Venue has with the Operating Company).

6A. Responsibility of Venue

- (a) Under the agency agreement between the Venue and the Operating Company:
 - (i) A Venue that is a Club must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the *Registered Clubs Act 1976* (NSW) and regulations made under that act, the Act and these Rules.
 - (ii) A Venue that is a Casino Licensee must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the *Casino Control Act 1992* (NSW) and regulations made under that act, the Act and these Rules.
 - (iii) A Venue that is a Hotel must at all times ensure that Games of Keno conducted on its Premises are conducted in a manner that does not contravene the *Liquor Act 2007* (NSW) and regulations made under that act, the Act and these Rules.

7. Entry and Entry Forms

- (a) Entry in a Game of Keno may only be made through a Venue or through the Internet Platform in accordance with these Rules.
- (b) Entry in a Game of Keno may only be made:
 - (i) either:
 - (a) by way of an Entry Form;
 - (b) by way of Self Service Terminal;

- (c) by Replay; or
 - (d) by way of Verbal Entry in relation to:
 - (i) Regular Keno;
 - (ii) Keno \$2 Game;
 - (iii) Heads or Tails?;
 - (iv) Keno Roulette;
 - (v) Parlay;
 - (vi) Kwikipik;
 - (vii) Superplay; or
 - (viii) Keno Bonus; or
 - (e) through the Internet Platform in accordance with Rule 7A of these Rules; and
- (ii) by payment of the appropriate Subscription as determined by these Rules.
- (c) A Subscriber to a game of Heads or Tails? may only make one selection (ie. “Heads” or “Tails” or “Evens”) per Game per Entry.
 - (d) A Subscriber to a game of Keno Roulette may make more than 1 selection per Entry.
 - (e) Subject to Rule 9A relating to Subscription Chips and Rule 9B relating to SST Receipts and Cash Vouchers, each Gross Subscription must be paid by a Subscriber to a Venue (or to a Keno Runner on behalf of a Venue) and the Venue will hold the Gross Subscription as agent of the Subscriber until the Entry is completed.
 - (f) Subject to Rule 9B relating to SST Receipts and Cash Vouchers, a Subscriber must pay a Commission to the Venue in consideration for the Venue acting as agent of the Subscriber, and for that purpose authorises the Venue to retain from the Gross Subscription received from the Subscriber for a Game of Keno a Commission calculated:
 - (i) as agreed by the Venue and the Operating Company in accordance with the agency agreement between the Venue and the Operating Company; or
 - (ii) if there is no express written agreement between the Venue and the Operating Company regarding the calculation of the Commission, calculated as follows:

[Gross Subscription - Keno Prize Fund Contribution] x 44%,

after the Entry is completed.
 - (g) After a Subscriber has completed an Entry Form, an Entry by way of Self Service Terminal, a Replay or a Verbal Entry and the Gross Subscription has been received by the Venue, the Venue, on behalf of the Licensees, will deliver a Receipt Ticket to the Subscriber. The Entry is completed by the delivery of the Receipt Ticket and the Venue is taken to have discharged its duty as agent to the Subscriber by the delivery of the Receipt Ticket in accordance with this Rule.
 - (h) Subject to Rule 9A relating to Subscription Chips and Rule 9B relating to SST Receipts and Cash Vouchers, once the Entry is completed the Venue will be entitled to apply the Commission to its own account and will hold the Net Subscription as agent for and on behalf of the Licensees.
 - (i) All marks appearing on an Entry Form shall be taken to have been made exclusively by the Subscriber and it is the responsibility of the Subscriber to ensure that the particulars recorded on a Receipt Ticket are identical to those submitted by the Subscriber either by way of an Entry Form, Verbal Entry or Entry by way of Self Service Terminal.
 - (j) In order to ensure a fair game experience for everyone, if the particulars recorded on a Receipt Ticket are inconsistent with the particulars resident on storage media at the Central Site, the particulars resident on storage media at the Central Site shall prevail to the exclusion of the former and shall determine what prize, if any, a Subscriber is entitled to claim.
 - (k) An Entry will be for the game which is open at the time the Receipt Ticket for that Entry is issued.
 - (l) Instructions to a Subscriber that are printed on an Entry Form or otherwise issued by the Licensees

and available on the Self Service Terminal are to be read and construed as part of these Rules as they apply to the purchase of any Entry using that Entry Form or via that Self Service Terminal. The Licensees will use best endeavours to ensure that those instructions do not conflict with any part of these Rules. In the event of any inconsistency between such instructions and the rest of these Rules however, the rest of these Rules shall prevail.

- (m) An Entry Form shall be returned to the Subscriber on request.
- (n) No Subscriber may enter a Game of Keno as the trustee, representative or nominee of another person. Each transaction effected by a Subscriber will be taken to have been conducted solely with the Subscriber.
- (o) Upon presentation of a Receipt Ticket a Subscriber may on the Keno Day on which that Receipt Ticket was issued but after the payment of any prize won by the Entry of which that Receipt Ticket is evidence request a Print Pay Ticket. A Subscriber shall be taken to have requested, in accordance with this Rule, a Print Pay Ticket in respect of each Entry affected by a Keno Runner on that Subscriber's behalf.
- (p) No person may promote or take part in the formation of a syndicate for fee or reward for the purpose of making an Entry in a Game of Keno, except a Venue as authorised by the Operating Company.
- (q) No person may advertise by any means that they or some other person will accept money for a share in an Entry in a Game of Keno, except as provided by Rule 7(p).

7A Internet Transactions

- (a) While the Licensees will use reasonable care to provide the Internet Platform, due to technological limitations, the Licensee does not promise that the system will be fault-free.
- (b) The Internet Platform will display information about how to make an Entry via the Internet Platform and details about Draws, past results and the odds of winning a Game of Keno. The Licensees may not make all Keno Products or all Entry methods available via the Internet Platform.
- (c) To be eligible to make an Entry through the Internet Platform, a Subscriber must:
 - (i) have a Subscriber Account;
 - (ii) log into their Subscriber Account via the Internet Platform using their account number and password;
 - (iii) have a credit balance in their Subscriber Account; and
 - (iv) comply with these Rules and the Subscriber Account Terms and Conditions.
- (d) A Subscriber must satisfy themselves that all details on the Internet Confirmation Screen for each Entry made via the Internet Platform are correct prior to completing the Entry.
- (e) An Entry made through the Internet Platform is completed and accepted by the Licensees when a Subscriber confirms the details of their Entry on the Internet Confirmation Screen and it is recorded and resident on storage media at the Central Site.
- (f) In the event that:
 - (i) an Internet Acknowledgement does not appear after the Subscriber confirms the details of their Entry on the Internet Confirmation Screen;
 - (ii) the details of an Entry made through the Internet Platform does not appear in the account history section of the Subscriber's Account; or
 - (iii) there is any loss of connection between the Subscriber and the Internet Platform during the making of an Entry,

an Entry may not have been recorded on the Central Site Computer and it is the Subscriber's responsibility to contact the Operating Company's call centre to confirm that the relevant Entry has been processed or re-submit the Entry if necessary. The Subscriber acknowledges that in order to ensure a fair game experience for all Subscribers, records on the Central Site Computer are regarded as final. As such, the Licensees accept no responsibility for any Entry where an Internet Acknowledgement has not been issued or the details of an Entry does not appear in the account history section of the Subscriber's Account.

- (g) A Subscriber can review the history of each Entry they have made through the Internet Platform by accessing the account history section of their Subscriber Account.
- (h) In order to ensure a fair game experience for all Subscribers, if the particulars recorded on an Internet Acknowledgment or the account history section of the Subscriber Account are inconsistent with the particulars resident on storage media at the Central Site, the particulars resident on storage media at the Central Site are considered final and shall determine what prize, if any, a Subscriber is entitled to claim.
- (i) By opening a Subscriber Account, the Subscriber agrees to take all reasonable steps to keep their log-in and password details confidential, and not share them with any third party.
- (j) Instructions to a Subscriber that are printed on the Internet Platform or otherwise issued by the Licensees and available on the Internet Platform are to be read and construed as part of these Rules as they apply to the purchase of any Entry. The Licensees will use best endeavours to ensure that those instructions do not conflict with any part of these Rules. In the event of any inconsistency between such instructions and the rest of these Rules however, the rest of these Rules shall prevail.

8. Keno Runners

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

9. Subscriptions

- (a) Acceptable forms of payment of a Subscription include:
 - (i) the tender of cash;
 - (ii) the tender of a Subscription Chip, but only to a Casino Licensee;
 - (iii) the tender of a SST Receipt or Cash Voucher;
 - (iv) Parlay;
 - (v) the tender of funds held in a Subscriber Account; or
 - (vi) any combination of the above (if available).
- (b) No form of credit betting will be allowed.
- (c) Except as provided in Rule 9(d) - (l) inclusive, the minimum Subscription for a game of:
 - (i) Regular Keno is \$1 per game (including the relevant Jackpot); and
 - (ii) Keno \$2 Game is \$2 per game (including the relevant Jackpot),
 and Subscriptions may increment in multiples of:
 - (iii) \$1.00 for Regular Keno; and
 - (iv) \$2.00 for Keno \$2 Game,
 up to a maximum of \$1,000 per Entry.
- (d) The minimum Subscription payable in respect of a Combination Bet Entry (excluding a Jackpot Entry) shall be:
 - (i) where not less than 4 and not more than 19 Combinations are played:
 - (a) \$0.50 per Combination for Regular Keno; and

- (b) \$1.00 per Combination for the Keno \$2 Game;
- (ii) where not less than 20 and not more than 49 Combinations are played:
 - (a) \$0.20 per Combination for Regular Keno; and
 - (b) \$0.40 per Combination for the Keno \$2 Game; and
- (iii) where not less than 50 Combinations are played:
 - (a) \$0.10 per Combination for Regular Keno; and
 - (b) \$0.20 per Combination for the Keno \$2 Game,
 up to a maximum of \$1,000 per Entry.
- (e) Subscriptions in respect of Combination Bet Entries where not less than 4 Combinations are played may increment in multiples of:
 - (i) \$0.10 per Combination for Regular Keno; and
 - (ii) \$0.20 per Combination for the Keno \$2 Game,
 up to a maximum of \$1,000 per Entry.
- (f) The minimum Subscription for a game of Heads or Tails? Played by a Subscriber shall be \$1.00. Subscriptions may increment in multiples of \$1.00 per game played by a Subscriber (provided that all games played by a Subscriber on an Entry must increment by the same amount) up to a maximum of \$500 per Entry played by a Subscriber.
- (g) For a Prepick and Let it Run Entry the minimum Subscription for a game shall be \$1.00. The Subscription cost may increment in multiples of \$1.00 up to a maximum of \$500 per Entry. In relation to the second and subsequent Games which are the subject of a Let it Run, the maximum allowable Subscription specified in this rule shall not apply but eligibility for entry in the next Game of Keno shall be subject to the aggregate Subscription limits set out in Rule 9(h).
- (h) Notwithstanding any Rule to the contrary, the aggregate of the Subscriptions that may be bet on one of the results of a game of Heads or Tails? in any one Game of Keno between the opening and closure of that game shall not exceed:
 - (i) for all Subscriptions placed on the result of Heads, \$500,000;
 - (ii) for all Subscriptions placed on the result of Tails, \$500,000;
 - (iii) for all Subscriptions placed on the result of Evens, \$170,000.

In the event that the prize in respect of any Let it Run game played by a Subscriber would, but for this Rule, result in the total Subscriptions for the next game exceeding the above limits, the Entry on the next game played by that Subscriber will not be accepted and the prize in respect of the previous game will be paid to that Subscriber.
- (i) The minimum Subscription in respect of a selection of Keno Roulette will be as per the following table. Increments must be in multiples of \$1.00 up to a maximum of \$1,000 per Entry.

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

- (j) The Subscription paid for Keno Bonus must be equivalent to the Subscription paid for the game it is played in conjunction with.
- (k) If the number of games of Keno Bonus being played on an Entry is less than the number of other Games of Keno being played on the Entry, Keno Bonus will be played in conjunction with the first and following games of Keno.
- (l) Subject to Rule 9A relating to Subscription Chips and Rule 9B relating to SST Receipts and Cash Vouchers, Subscriptions will be received by a Venue as follows:
 - (i) until the Entry is completed the Venue will hold the Gross Subscription as agent of the Subscriber pursuant to Rule 7(e);
 - (ii) once the Entry is completed, the Venue will:
 - (A) retain and hold that part of the Gross Subscription which constitutes the Commission in its own right (and not as agent of the Licensees); and
 - (B) hold the Net Subscriptions, being the balance of the Gross Subscription on behalf of and as agent of the Licensees in accordance with Rule 7(h).
- (m) Notwithstanding paragraphs (a) to (l) of this Rule 9, the maximum cost of an Entry purchased from an SST must not exceed \$250.

9A. Subscription Chips

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

- (a) A Subscriber must pay to a Casino Licensee, for the issue of a Subscription Chip, an amount equal to the face value of the Subscription Chip.
- (b) Where payment of a Subscription for a Game of Keno is made by the tender of a Subscription Chip in accordance with Rule 9(a)(ii), a Casino Licensee will hold the Subscription Chip as agent of the Subscriber until the Entry is completed.

- (c) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, a Casino Licensee will have discharged its duty as agent of the Subscriber and will be entitled to retain from the face value of the Subscription Chip an amount equal to the Commission which a Casino Licensee is entitled to charge under Rule 7(f), and will hold the amount representing the balance of the face value of the Subscription Chip as a Net Subscription on behalf and as agent of the Licensees.

9B. SST Receipts and Cash Vouchers

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

10. Jackpot

- (a) No Regular Keno Jackpot Prize, Keno \$2 Game Jackpot Prize or Keno Bonus Jackpot Prize greater than or equal to \$10,000 will be paid until verified by the Operating Company as being a valid prize claim pursuant to these Rules.
- (b) The Jackpot Fill and Jackpot Growth component of the:
 - (i) Regular Keno Jackpot Prize and Keno Bonus Jackpot Prize is fixed and payable in respect of the first \$1.00 of the Subscription paid for a game played by a Subscriber to which that prize relates; and
 - (ii) Keno \$2 Game Jackpot Prize is fixed and payable in respect of the first \$2.00 of the Subscription paid for a game played by a Subscriber to which that prize relates, irrespective of the amount actually subscribed and does not increase proportionately to the amount of the Subscription.
- (c) The amount of the Regular Keno Jackpot Prize will be the sum of:
 - (i) the Subscription paid in respect of the game multiplied by the prize or Major Prize (as the case may be);
 - (ii) the Jackpot Fill (if any); and
 - (iii) the Jackpot Growth for the relevant game.
- (d) The amount of the Keno \$2 Game Jackpot Prize will be the sum of:
 - (i) the Subscription paid in respect of the game multiplied by the prize or Major Prize (as the case may be);
 - (ii) the Jackpot Fill (if any); and
 - (iii) the Jackpot Growth for the relevant game.

10A. Bonus Prizes

- (a) The Operating Company may allocate Approved sums from the Keno Prize Fund to be used for Bonus Prizes at Approved times of the day and Approved days of the week. Games in which Bonus Prizes are available are or may be referred to as 'Cash Games'.

- (b) Subject to Rule 10A(c), a Bonus Prize shall be won by the game played by a Subscriber or Entry (as the case may be) which first meets Approved requirements for that Bonus Prize.
- (c) Where in the Game of Keno in which the Approved requirements for a Bonus Prize are first met, and more than one game played by a Subscriber or Entry (as the case may be) meets those requirements the Bonus Prize shall be shared among those games or Entries (as the case may be) in accordance with Rule 19(f).
- (d) The word “Bonus” may be printed on Receipt Tickets. The presence of the word “Bonus” on a Receipt Ticket does not necessarily indicate that an Entry is eligible to win a Bonus Prize. The absence of the word “Bonus” from a Receipt Ticket does not necessarily indicate that the Entry is ineligible to win a Bonus Prize.
- (e) Combination Bet Entries, Superplay Entries, Heads or Tails? (including Prepick and Let it Run) Entries and Keno Roulette Entries are ineligible to win a Bonus Prize.

10B. Flexible Keno Prize Fund Contribution and Promotional Sub-Account

- (a) To ensure that prizes can be managed in line with expectations, the Operating Company may, at any time at its discretion and without Approval:
 - (i) increase a Keno Prize Fund Contribution for any Category of the Game of Keno by up to 5% (**Increased Amount**); and
 - (ii) decrease a Keno Prize Fund Contribution for any Category of the Game of Keno by up to 5% (**Decreased Amount**),
 for a Draw, Keno Day, period of time or otherwise, subject to Rule 10B.
- (b) The Operating Company will allocate the sums representing the Increased Amount and Decreased Amount to the Promotional Sub-Account.
- (c) The sums held in the Promotional Sub-Account will be paid to Subscribers in accordance with Rule 10B, within 12 months of the relevant sums being allocated to the Promotional Sub-Account.
- (d) The Operating Company may, at any time and without Approval, use the sums held in the Promotional Sub-Account for each Category of the Game of Keno for a Promotional Activity relating to that Category.

11. Cancellations

- (a) An Entry purchased through a Venue may be cancelled only:
 - (i) at the Premises of the Venue at which the Entry was accepted;
 - (ii) on the Keno Day on which the Entry was accepted;
 - (iii) during the displayed trading hours of those Premises;
 - (iv) in accordance with these Rules; and
 - (v) at any time prior to the closure of the game to which that Entry relates or prior to the Drawing of the first number in the game to which that Entry relates, whichever occurs first;
- (b) An Entry purchased through the Internet Platform may be cancelled only:
 - (i) via the Internet Platform;
 - (ii) when a Subscriber is located in the Permitted Area of the Venue at which the Entry was accepted via the Internet Platform;
 - (iii) on the Keno Day on which the Entry was accepted via the Internet Platform;
 - (iv) during the displayed trading hours of the Venue at which the Entry was accepted via the Internet Platform;
 - (v) in accordance with these Rules; and
 - (vi) prior to the closure of the game to which that Entry relates or prior to the Drawing of

the first number in the game to which that Entry relates, whichever occurs first.

- (c) A Multi-Game Entry may not be cancelled in respect of those games in which a number has been Drawn.
- (d) If an Entry made through a Venue is cancelled in accordance with these Rules, the Venue will refund to the Subscriber the Commission which relates to that Entry and, on behalf of the Licensees, the Net Subscription in relation to that Entry, and the Gross Subscription in respect of the cancelled Entry will be reduced by the refunded amount for the purposes of these Rules.

12. The Draw

- (a) The drawing of the winning numbers must:
 - (i) take place:
 - (a) by means of a Draw Device;
 - (b) at the Central Site, the Premises of a Venue, the Backup Site or other Approved site;
 - (c) if the Draw takes place at the Premises of a Venue - in an area open at that time to those persons who would normally have access to those Premises;
 - (d) if the Draw takes place at any other Approved site - in an area open to the public during Approved hours; and
 - (e) in a manner which enables it to be witnessed by an Inspector; and
 - (ii) be captured on an Approved medium.
- (b) The Operating Company will determine when a game opens and closes and make this information available in Venue and on the Internet Platform.
- (c) The Draw will be carried out as soon as practicable after the close of the game. Each Game of Keno will be identified during the Keno Day on which it is played by a number from 0 to 999 and thereafter by the relevant Keno Day and that number. If an incorrect number is displayed as having been Drawn the final number will flash until the incorrect number has been removed and the correct number displayed.
- (d) If a Draw Device malfunctions, the Draw will continue in accordance with Approved procedures.

13. Display of Winning Numbers

Subject to these Rules, the winning numbers of the most recently completed Game of Keno and the Multiplier (as applicable) will be displayed at the Premises of a Venue during the Venue's displayed trading hours. The winning numbers and the Multiplier (as applicable) will also be available by a Game Results Inquiry. In addition to display at the Venue, the winning numbers and the Multiplier (as applicable) may also be displayed in any other manner and on other media channels at the discretion of the Licensees.

14. Winning Entries

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

- (e) A Game of Keno may include an additional Approved prize or prizes.
- (f) A prize for an Entry made through the Internet Platform will only be payable to the Subscriber's Account where the game played by a Subscriber is a winning game and the particulars of that entry correspond with the particulars resident on storage media at the Central Site.

15. Payouts

Payment of Prizes

- (a) Regardless of the amount of a Subscription, the maximum liability in respect of:
 - (i) a Regular Keno Jackpot Prize; and
 - (ii) Keno \$2 Game Keno Jackpot Prize,
 will be the amount showing as the Regular Keno Jackpot Prize and Keno \$2 Game Keno Jackpot Prize at that time resident on storage media at the Central Site, reduced (if required) in accordance with Rule 19 and increased (if required) in relation to the prize or Major Prize (as the case may be) having regard to the amount of the Subscription and the Multiplier (if relevant).
- (b) Where a win requires the issue of a cheque drawn on the Keno Prize Fund, the details of the payee must be provided by the Subscriber.
- (c) Public personal anonymity will be at Subscriber's request, made to an employee or representative of the Operating Company or Venue at the time the win is confirmed. Despite any request for anonymity, the Licensees may publish, or cause to be published the name of the Venue, and/or geographic location at which the Subscription was accepted, the channel from which the Subscription was accepted and the amount of the prize. A Subscriber may at any time revoke a request for anonymity.
- (d) Subject to Rules 16, 17 and 20, a claim for the payment of a prize won from an Entry made through a Venue may be made at the Premises of any Venue up to twelve months after the Keno Day on which the game in respect of which the prize is claimed was Drawn.
- (e) Subject to Rule 10, the Act, and any applicable Venue Threshold, payment of a prize or prizes won on a winning Entry purchased in Venue will be made as follows:
 - (i) the first \$5,000 of a prize or prizes payable to a Subscriber may be paid by the Venue:
 - (A) in cash; or
 - (B) by way of Change Receipt; or
 - (C) in the case of a Casino Licensee, cash and/or Subscription Chips;
 - (ii) amounts exceeding \$5,000 or any other amount not paid by a Venue under Rule 15(e)(i), will be drawn from the Keno Prize Fund and paid by the Licensee by means of:
 - (A) Crossed Cheque payable to the claimant (if those means are available); or
 - (B) electronic funds transfer to an account nominated by the claimant.
- (f) Where a winning Entry was made via the Internet Platform:
 - (i) prizes up to \$2,000 will be drawn on the Keno Prize Fund and paid directly into the Subscriber's Account as soon as reasonably practicable after the relevant game; and
 - (ii) prizes over 2,000 will be drawn from the Keno Prize Fund and paid directly into the Subscriber's Account:
 - (A) following a period of at least 24 hours after determination of the relevant game; and
 - (B) notwithstanding (A), following a sufficient period of time after the relevant game to allow the Licensees to internally verify the win.
- (g) Prizes arising from a winning Entry/s made via the Internet Platform will not be available for withdrawal from the Subscriber's Account until the Subscriber has satisfied all identification verification requirements as described on the Internet Platform and other relevant requirements outlined in the Subscriber Account Terms and Conditions.

- (h) Payouts resulting from an Unclaimed Prize Claim Form will be drawn from the Prize Fund and paid by:
 - (i) Crossed Cheque payable to the claimant (if those means are available); or
 - (ii) electronic funds transfer to an account nominated by the claimant.
- (i) Any cheques issued in payment or part payment of a payout will be crossed and marked “Not Negotiable” and payable to “Account Payee Only” and will be drawn in favour of the Subscriber.
- (j) Payouts to Subscribers known to be under legal incapacity or disability or to those Subscribers who are known to have died before receiving any or all of a particular payout shall be made in accordance with the laws of New South Wales.
- (k) Where a payout is calculated to be an amount which is an exact multiple of \$0.10 that prize will be payable. Where a prize is calculated to be an amount which is not an exact multiple of \$0.10 the prize payable will be the nearest amount below the calculated prize which is an exact multiple of \$0.10.
- (l) A Subscriber accepts and acknowledges that a Regular Keno Jackpot Prize in a Pooled Jackpot, or a Keno \$2 Game Jackpot Prize in a Keno \$2 Game Pooled Jackpot, may be won in another participating jurisdiction/s, including but not limited to where Rule 12(d) applies.

16. Unclaimed SST Receipts, Cash Vouchers or Prizes

- (a) Details of prizes, including SST Receipts and Cash Vouchers, will remain accessible from storage media on the Central Site Computer for up to 12 calendar months after the Keno Day to which they relate. After this period payouts may be made only after submission of an Unclaimed Prize Claim Form forwarded by the Subscriber to the Operating Company.
- (b) All correspondence to a Subscriber relevant to an Unclaimed Prize or unclaimed SST Receipt or Cash Voucher shall bear the signature of a representative of the Operating Company.

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

- (a) If a Receipt Ticket or SST Receipt or Cash Voucher, submitted by a Subscriber for processing, is unable to be read by a Terminal or the Writer, or the Receipt Ticket has been lost, a claim for payment may be made by the submission of an Unclaimed Prize Claim Form.
- (b) If the details given by the Subscriber satisfy the Operating Company that a win has occurred (acting reasonably), the prize will be paid in accordance with Rule 15.

18. Schedules of Prizes

- (a) Rule 18 contains the Approved Schedules of Prizes. The Approved Schedules of Prizes for a Game of Keno may also be available in Keno player guides, on Self Service Terminals and via the Internet Platform.
- (b) The following Approved Schedule of Prizes applies to Regular Keno and is used to determine Keno Bonus where it is played in conjunction with Regular Keno. Prizes are based on a Subscription of \$1.00 and are expressed in multiples of \$1.00:

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

Number of Spots Matched	Number of Spots Selected				
	6	7	8	9	10
0					
3	1	1			
4	5	3	2	1	1
5	80	12	7	5	2
6	1,800	125	60	20	6
7		\$5,000 plus Keno Bonus Jackpot Prize of \$7,000 (if payable) plus Jackpot Growth	675	210	50
8			\$25,000 plus Keno Bonus Jackpot Prize of \$38,000 (if payable) plus Jackpot Growth	2,500	580
9				\$100,000 plus Keno Bonus Jackpot Prize of \$180,000 (if payable) plus Jackpot Growth	10,000
10					\$250,000 plus Jackpot Fill of \$750,000 plus Keno Bonus Jackpot Prize of \$2,900,000 (if payable) plus Jackpot Growth

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

- (c) The following Approved Schedule of Prizes applicable to the Keno \$2 Game. Prizes are based on a Subscription of \$2.00 and are expressed in multiples of \$1.00:

Number of Spots Matched	Number of Spots selected				
	1	2	3	4	5
0					
1	6				
2		25	2	2	1
3			90	7	3
4				260	14
5					1,300

Number of Spots Matched	Number of Spots selected				
	6	7	8	9	10
0					
1					
2					
3	2	2	1	1	
4	10	6	2	2	2
5	160	20	10	6	4
6	3,800	280	100	20	7
7		12,000 plus Jackpot Growth	1,280	300	50
8			75,000 plus Jackpot Growth	5,200	600
9				300,000 plus Jackpot Growth	11,000
10					\$500,000 plus Jackpot Fill of \$4,500,000 plus Jackpot Growth

Number of Spots Matched	Number of Spots selected		
	15	20	40
0		150	500,000
1		12	50,000
2		5	3,700
3		1	250
4			50
5	2		10
6	4		6
7	6	1	2
8	45	5	1
9	120	12	
10	500	25	
11	5,000	150	
12	15,000	650	1
13	75,000	1,500	2
14	200,000	7,500	6
15	500,000	20,000	10
16		50,000	50
17		75,000	250
18		100,000	3,700
19		200,000	50,000
20		500,000	500,000

- (d) The following Approved Schedule of Prizes applies only to games of Heads or Tails?. Prizes are based on a Subscription of \$1.00 and are expressed in multiples of \$1.00:

Selections	Result	Heads or Tails? Prize
Heads	Heads	2
Tails	Tails	2
Evens	Evens	4

- (e) The following Approved Schedule of Prizes applies only to games of Keno Roulette. Prizes are based on the minimum Subscription stated:

Bet Type	Minimum Subscription	Keno Roulette Prize
Straight Up	\$1.00	\$30.50
Split	\$1.00	\$15.30
Row	\$1.00	\$10.20
Corner	\$1.00	\$7.60
Six Line	\$1.00	\$5.10
Column	\$2.00	\$5.00

Dozens	\$2.00	\$5.00
Low or High	\$5.00	\$8.50
Red or Black	\$5.00	\$8.50
Odd or Even	\$5.00	\$8.50

19. Pro-rating and Sharing of Prizes

- (a) The maximum aggregate liability for all Major Prizes in any one Game of Keno, excluding Bonus Prizes and additional Approved prizes, shall be \$3,000,000. Where except for this Rule 19(a) the total amount of such Major Prizes would exceed \$3,000,000 Pro-rating shall apply.
- (b) Subject to Rule 19(c), where Pro-rating applies the amount payable in respect of each Major Prize affected shall be as follows:

$$\text{Amount payable} = X \div Y \times \$3,000,000$$

where

X = the amount which except for this Rule would have been payable in respect of the game played by a Subscriber.

Y = the total prize amount which, except for this Rule, would have been payable in respect of all Major Prizes for a Game of Keno.

- (c) Notwithstanding the application of Pro-rating, no Major Prize will be reduced to a value less than \$1,000.
- (d) Where there is more than one Keno Bonus Jackpot Prize winner, the Keno Bonus Jackpot Prize will be shared amongst those Keno Bonus Jackpot Prize winners in the same proportion that the amount of the Subscriptions (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscription (disregarding Keno Bonus) paid by all winner on the winning combination of Spots.
- (e) Where there is more than one Keno \$2 Game Keno Jackpot Prize winner, the Jackpot Growth and Jackpot Fill will be shared among those Keno \$2 Game Keno Jackpot Prize winners in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners on the winning combination of Spots.
- (f) Where there is more than one Bonus Prize winner, the Bonus Prize will be shared among those Bonus Prize winners in proportion to the amount of the Subscription paid by each winner on the winning combination of Spots.
- (g) In a Pooled Jackpot game, where there is more than one Regular Keno Jackpot winner:
- (i) in this jurisdiction, the Pooled Jackpot Amount and Jackpot Fill will be shared among those Regular Keno Jackpot winners in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscription (disregarding Keno Bonus) paid by all winners on the winning combination of Spots.
- (ii) across two or more Pooled Jackpot participating jurisdictions, the Jackpot Fill will be paid to the winner in this jurisdiction. The Pooled Jackpot Amount will be shared among all Regular Keno Jackpot winners, in all jurisdictions, in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners, in all jurisdictions, on the winning combination of Spots.
- (h) Where a situation described in Rule 19(g)(ii) occurs, and two or more winners are located in this jurisdiction, the Regular Keno Jackpot winners in this jurisdiction will share the Jackpot Fill in

the same proportion that the amount of the Subscription paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners, in this jurisdiction, on the winning combination of Spots. The Pooled Jackpot Amount will be shared as described in Rule 19(g)(ii).

- (i) In a Keno \$2 Game Pooled Jackpot game, where there is more than one Keno \$2 Game Jackpot winner:
 - (i) in this jurisdiction, the Keno \$2 Game Pooled Jackpot Amount and Jackpot Fill will be shared among those Keno \$2 Game Jackpot winners in the same proportion that the amount of the Subscription paid by each winner on the winning combination of Spots bears to the total amount of the Subscription paid by all winners on the winning combination of Spots.
 - (ii) across two or more Keno \$2 Game Pooled Jackpot participating jurisdictions, the Jackpot Fill will be paid to the winner in this jurisdiction. The Keno \$2 Game Pooled Jackpot Amount will be shared among all Keno \$2 Game Jackpot winners, in all jurisdictions, in the same proportion that the amount of the Subscription paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions paid by all winners, in all jurisdictions, on the winning combination of Spots.
- (j) Where the situation described in Rule 19(i)(ii) occurs, and two or more winners are located in this jurisdiction, the Keno \$2 Game Jackpot winners in this jurisdiction will share the Jackpot Fill in the same proportion that the amount of the Subscription paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions paid by all winners, in this jurisdiction, on the winning combination of Spots. The Keno \$2 Game Pooled Jackpot Amount will be shared as described in Rule 19(i)(ii).

20. Limitation of Liability

- (a) Nothing in these Rules (including in the following provisions of this Rule 20 which must each be read subject to this Rule 20(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 Venue for fraud or wilful misconduct.
- (b) Without limitation to anything else in this Rule 20, the Licensees shall have no liability to a Subscriber in respect of an Entry until the Entry is validly made and a Receipt Ticket is delivered to that Subscriber, or in the case of an Entry made through the Internet Platform, until an Internet Acknowledgement is displayed and the details of the Entry appears in the account history section of the Subscriber's Account.
- (c) The Licensee is only obliged to pay a Subscriber any prize if the Subscriber has a valid claim according to these Rules. Subject to Rule 20(d), the Licensees shall have no liability to pay a Subscriber who claims a prize from an Entry completed at a Venue and is unable to submit a Receipt Ticket (including due to loss or destruction of the Receipt Ticket) except as otherwise provided in Rule 17. The Licensees shall have discharged all liability in relation to payment of a prize by making payment of the prize to a person who has submitted a prize winning Receipt Ticket or who is entitled to the prize where Entry was made through the Internet Platform, each as set out in Rule 14. The official record of payment shall be the image resident on storage media at the Central Site.
- (d) The total amount recoverable by a Subscriber in respect of any liability owed to the Subscriber under these Rules or in connection with the keno products or conduct of Games, is limited:
 - (i) if the liability relates to an Entry, to the greater of:
 - (A) the Entry Fee paid by the Subscriber in respect of that Entry; and
 - (B) if the Subscriber would have won a prize in respect of that Entry in accordance with these Rules but for the events giving rise to the liability, the amount of such prize; and

- (ii) in all other cases, to \$10,000.
- (e) Neither the Licensees nor any Venue shall have any liability or responsibility to a Subscriber:
 - (i) for or in respect of any failure, disruption or malfunction of equipment used in the conduct of Games of Keno whether at the Central Site or at the Premises of a Venue or any other location, electrical power, telecommunications links or computer media at the Central Site; or
 - (ii) a Regular Keno Jackpot Prize which is for a Pooled Jackpot, or a Keno \$2 Game Jackpot Prize which is for a Keno \$2 Game Pooled Jackpot, being won in another participating jurisdiction during a period where there is any failure, disruption or malfunction of equipment used in the conduct of Games of Keno whether at the Central Site or at the Premises of a Venue or any other location, electrical power, telecommunications links or computer media at the Central Site in this jurisdiction, unless such failure, disruption or malfunction was caused by the fraud, wilful misconduct or negligent act or omission of a Licensee or a Venue.
- (f) Neither the Licensees nor any Venue will be liable for any loss suffered by a Subscriber in respect of an Entry to the extent such loss is caused by the acts or omissions of the Subscriber (including the Subscriber's breach of these Rules).
- (g) To the maximum extent permitted by law, neither the Licensees nor any Venue, shall have any liability or responsibility for any consequence of interference with or interruption to any Game of Keno due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, an Inspector, their successors and the employees and agents and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to, by negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 20(a) to 20(g) inclusive as those protected by the said Rules.

21. Disqualifications

- (a) Notwithstanding that a Receipt Ticket, SST Receipt, Cash Voucher or Internet Acknowledgement may have been issued or is displayed, Entry in the Game of Keno may be disqualified and no claim shall be entered in respect of it if the Licensees are of the opinion that it should be disqualified by the Licensee in any of the circumstances described in Rule 21(b), or in other circumstances which the Licensee reasonably considers are of a similar nature or similarly justify the disqualification of the Entry.
- (b) The reasons for disqualification by the Licensees referred to in Rule 21(a) may include but are not limited to:
 - (i) tender of an insufficient Subscription or tender of the Subscription in a form not acceptable under these Rules;
 - (ii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - (iii) a Receipt Ticket, SST Receipt, Cash Voucher or Internet Acknowledgement failing any security tests run at the Central Site;
 - (iv) reasonable suspicion of unauthorised use of a Terminal or reasonable suspicion of unauthorised use or manipulation of the Internet Platform; or
 - (v) reasonable suspicion that the Subscriber is ineligible to enter a game under Rule 5A or Rule 7A(c).
- (c) An Entry which has been disqualified in accordance with this Rule 21 may, with Approval, be reinstated.
- (d) Without limiting the operation of Rule 20, the liability of the Licensees to a Subscriber in respect of an Entry that has been disqualified and reinstated under this Rule 21 will be limited to the amount of any prize that would have been payable on the associated Entry.

22. Amendment

- (a) These Rules may only be amended, added to or repealed, in whole or in part, at any time by the Licensees with Approval.
- (b) Any amendment, addition or repeal will be effective on the date on which it is published in the New South Wales Government Gazette, or such later date as is specified in the New South Wales Government Gazette.

SCHEDULE

Part A – 1 x Multiplier

211	212	213	214	216	219	222	223	225	226	228	229	231	233	235	237	239	241	242	244
245	247	249	251	252	254	255	258	260	261	263	264	266	269	271	273	276	278	280	281
283	285	287	288	290	291	293	295	296	298	300	301	303	304	307	308	311	313	315	316
318	321	322	324	326	328	330	332	334	335	337	338	342	344	345	348	350	352	353	355
356	358	359	367	370	373	375	378	380	382	385	389	390	393	395	397	407	411	412	416
422	424	426	428	430	433	434	437	440	442	444	445	447	450	452	454	456	458	462	464
467	469	471	472	474	477	479	481	482	483	484	486	488	489	490	491	494	496	498	499
501	503	505	507	511	516	519	521	523	525	528	530	532	534	536	537	538	540	541	543
545	546	547	549	552	554	555	556	557	559	561	562	564	566	568	570	573	575	577	579
581	583	584	587	589	591	593	595	598	600	607	609	611	613	615	616	618	620	623	626
628	630	632	633	635	640	642	643	645	647	649	651	653	655	656	657	658	664	666	669
671	673	674	676	677	678	681	682	686	691	692	693	694	695	697	698	706	708	709	710
711	712	713	715	717	718	719	721	722	723	725	727	728	730	732	733	736	737	741	743
746	747	751	759	762	765	767	768	773	778	783	785	786	788	789	792	793	797	800	802
805	807	808	812	813	815	818	820	823	827	828	831	832	834	835	837	842	847	852	853
855	858	861	869	873	874	877	879	883	884	887	888	890	892	893	895	897	898	899	901
902	903	905	907	908	909	910	911	912	914	922	923	925	926	927	928	929	934	938	939
942	943	944	946	947	949	951	954	956	962	963	964	965	967	969	971	973	975	977	978
980	985	987	988	990	992	994	997	1000	1002	1004	1005	1007	1009	1011	1013	1020	1022	1025	1027
1029	1031	1033	1036	1037	1039	1041	1043	1045	1047	1050	1052	1054	1056	1058	1059	1061	1063	1064	1065
1066	1068	1071	1073	1074	1075	1077	1079	1080	1082	1083	1084	1086	1088	1090	1092	1095	1097	1099	1101
1104	1109	1113	1115	1117	1119	1121	1122	1124	1126	1129	1130	1131	1132	1134	1136	1137	1138	1139	1141
1143	1146	1148	1149	1151	1153	1156	1158	1162	1164	1166	1168	1170	1173	1175	1176	1178	1180	1183	1186
1187	1190	1192	1194	1196	1198	1204	1208	1209	1213	1223	1225	1227	1230	1231	1235	1238	1240	1242	1245
1247	1250	1253	1261	1262	1264	1265	1267	1268	1270	1272	1275	1276	1278	1282	1283	1285	1286	1288	1290
1292	1294	1296	1298	1299	1302	1304	1305	1307	1309	1312	1313	1316	1317	1319	1320	1322	1324	1325	1327
1329	1330	1332	1333	1335	1337	1339	1340	1342	1344	1347	1349	1351	1354	1356	1357	1359	1360	1362	1365
1366	1368	1369	1371	1373	1375	1376	1378	1379	1381	1383	1385	1387	1389	1391	1392	1394	1395	1397	1398
1401	1404	1406	1407	1408	1409														

Part B – 2 x Multiplier

215	218	221	230	234	248	270	277	317	320	327	333	360	362	365	372	374	377	379	381
383	386	388	392	398	404	406	414	420	425	427	429	436	443	449	453	461	466	473	487
492	508	510	513	527	531	542	558	567	571	580	585	588	596	601	604	610	634	641	644
659	660	661	663	668	672	680	683	685	687	690	696	701	703	714	724	731	735	738	742
749	752	755	756	760	764	766	771	775	776	777	780	781	784	795	798	801	803	806	810
814	817	819	822	825	836	839	840	843	844	845	849	854	856	860	864	865	868	871	878
882	885	889	896	906	917	919	924	930	933	935	937	940	948	952	957	959	960	961	976
979	986	1010	1016	1019	1024	1032	1035	1040	1049	1053	1062	1078	1089	1093	1107	1110	1112	1128	1133
1147	1154	1159	1167	1171	1177	1184	1191	1193	1195	1200	1206	1214	1216	1222	1228	1232	1234	1237	1239
1241	1243	1246	1248	1255	1258	1260	1287	1293	1300	1303	1343	1350	1372	1386	1390	1399	1402	1405	

Part C – 3 x Multiplier

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

Part D – 4 x Multiplier

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

Part E – 5 x Multiplier

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

Part F – 10 x Multiplier

224	246	268	331	415	603	684	936	1017	1205	1289	1352	1374	1396						
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The Royal Society of New South Wales
(constituted under the Royal Society of New South Wales Incorporation Act 1881)

Her Excellency the Honourable Margaret Beazley AC KC, Governor of New South Wales, as Patron of The Royal Society of New South Wales and in furtherance of the aims of the Society in encouraging and rewarding the study and practice of Science, Art, Literature and Philosophy, is pleased to advise and acknowledge the election of the following as Fellows of the Society in 2023.

Michael Miller LVO RFD
Official Secretary to the Governor of New South Wales

FELLOWS, Proven leaders and experts in their field, entitled to use the post nominal FRSN. Please note Professorial titles – including adjuncts, conjoint, and professors of practice – have been used where applicable. Details as to their field of expertise, their resident university (or universities) or institution may be ascertained from the Royal Society of New South Wales.

AMMIT, Professor Alaina Jean FRSN
ASHBURN, Professor Elizabeth Anne OAM FRSN
BERAN, Professor Roy Gary AM FRSN
BITSIKA, Professor Vicki F AM FRSN
BROPHY, Dr Joseph John FRSN
CAIN, Associate Professor Amy Katherine FRSN
COLAGIURI, Professor Ben FRSN
CONDON, Mr Andrew Thomas CSC FRSN
CONDREN, Professor Conal Stratford FRSN
COPELAND, Professor Les Les AM FRSN
CRIPPS, Professor Sally Ann FRSN
CROUCHER, Professor Rosalind Frances AM FRSN
DINGER, Professor Marcel Eduard FRSN
ETHERIDGE, Mr Lionel FRSN
GREENHILL, Professor Catherine FRSN
GRIFFITHS, Associate Professor Kalinda FRSN
GUO, Professor Yingjie Jay FRSN
HOLDEN, Professor Richard FRSN
KARTON, Professor Amir FRSN
LANGFORD, Professor Steven James FRSN
LI, Dr Jiao Jiao FRSN
LOVEGROVE, Professor Kim RML MSE (Ethiopia) FRSN

MALAU-ADULI, Professor Aduli Enoch Othniel FRSN
MAN, Professor Si Ming FRSN
MILLER, Mr Steven James FRSN
MILLER, Professor David Philip FRSN
MILLS, Professor Anthony John FRSN
NEWSON, Professor Ainsley FRSN
NI, Professor Bing-Jie FRSN
PAILTHORPE, Professor Bernard Alexander FRSN
PRASAD, Professor Deo Karan AO FRSN
RAMBURUTH, Professor Prem FRSN
REDDEL, Professor Roger Robert AO FRSN
REID, Professor Nicholas Charles H FRSN
RYAN, Professor Renae AM FRSN
SADLER, Professor Elaine Margaret AO FRSN
SCHULTZ, Professor Julianne AM FRSN
SHARPLEY, Professor Christopher F FRSN
SIMMONS, Professor Craig Trevor FRSN
TALLEY, Professor Nicholas Joseph AC FRSN
TEESSON, Professor Maree Rose AC FRSN
UPTON, The Hon Gabrielle Cecelia FRSN
UY, Professor Brian FRSN
WARD, Professor Christopher Morice FRSN
WATSON, Professor Stephanie Louise OAM FRSN
WILLIAMS, Dr Alan Nicholas FRSN
WILLIAMS, Dr Robyn AO FRSN
WOOD, Professor Robert Eric FRSN

DISTINGUISHED FELLOWS

Those Fellows of exceptional distinction, elected in 2023 by their peers, entitled to use the post nominal DistFRSN.

SLOAN, Professor Ian Hugh AO DistFRSN

FORESTRY ACT 1916

Notice - Revocation of part of Timber Reserve No. 1

I, the Honourable Margaret Beazley AC KC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 22 of the *Forestry Act 1916*, as continued under clause 8(1) of Schedule 3 of the *Forestry Act 2012*, do, on the recommendation of the Minister for Agriculture, revoke in part the reservation of Crown land in place as specified in Column 1 of the Schedule below, as notified in the Government Gazette on 18 November 1885, to the extent specified in Column 2:

SCHEDULE

Column 1	Column 2
Parish: Nettlegoe, Paringi County: Menindee Land District: Willyama Local Government Area: Unincorporated Locality: Menindee Reserve No: 1 Public Purpose: Preservation of Timber Notified: 18 November 1885 File Reference: WLL207-2#01	The part of reserve 1 being the whole of Lot 6194 DP 765499 with an area of approximately 524.5 ha This part co-exists with Western Lands Lease 16178

SIGNED at Sydney this 1st day of May 2024
The Hon. Margaret Beazley, AC KC
Governor

The Hon. Tara Moriarty, MLC
Minister for Agriculture

FORESTRY ACT 1916

Notice - Revocation of part of Timber Reserve No. 744

I, the Honourable Margaret Beazley AC KC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 22 of the *Forestry Act 1916*, as continued under clause 8(1) of Schedule 3 of the *Forestry Act 2012*, do, on the recommendation of the Minister for Agriculture, revoke in part the reservation of Crown land in place as specified in Column 1 of the Schedule below, as notified in the Government Gazette on 6 November 1882, to the extent specified in Column 2:

SCHEDULE

Column 1	Column 2
Parish: Barrangeel County: Finch Land District: Walgett North Local Government Area: Walgett Locality: Lightning Ridge Reserve No: 744 Public Purpose: Preservation and Growth of Timber Notified: 6 November 1882 File Reference: WLL3939-1#01	The part of reserve 744 in the eastern part of Lot 1796 DP 763670 with an area of approximately 245 ha This part co-exists with Western Lands Lease 3939

SIGNED at Sydney this 1st day of May 2024
The Hon. Margaret Beazley, AC KC
Governor

The Hon. Tara Moriarty, MLC
Minister for Agriculture

FORESTRY ACT 1916

Notice - Revocation of part of Timber Reserve No. 51585

I, the Honourable Margaret Beazley AC KC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 22 of the *Forestry Act 1916*, as continued under clause 8(1) of Schedule 3 of the *Forestry Act 2012*, do, on the recommendation of the Minister for Agriculture, revoke in whole the reservation of Crown land in place as specified in Column 1 of the Schedule below, as notified in the Government Gazette on 18 August 1916, to the extent specified in Column 2:

SCHEDULE

Column 1	Column 2
Parish: Lerida County: Robinson Land District: Cobar Local Government Area: Cobar Locality: Sandy Creek Reserve No: 51585 Public Purpose: Timber Notified: 18 August 1916 File Reference: 08/4745#02	The whole of reserve 51585 being part Lot 3032 DP 765230 with an area of approximately 2469 ha This co-exists with Western Lands Lease 332

SIGNED at Sydney this 1st day of May 2024
The Hon. Margaret Beazley, AC KC
Governor

The Hon. Tara Moriarty, MLC
Minister for Agriculture

FORESTRY ACT 1916

Notice - Revocation of part of Timber Reserve No. 52540

I, the Honourable Margaret Beazley AC KC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 22 of the *Forestry Act 1916*, as continued under clause 8(1) of Schedule 3 of the *Forestry Act 2012*, do, on the recommendation of the Minister for Agriculture, revoke in part the reservation of Crown land in place as specified in Column 1 of the Schedule below, as notified in the Government Gazette on 21 December 1917, to the extent specified in Column 2:

SCHEDULE

Column 1	Column 2
Parish: Turner County: Booroondarra Land District: Cobar Local Government Area: Cobar Locality: Sandy Creek Reserve No: 52540 Public Purpose: Timber Notified: 21 December 1917 File Reference: 19/10556#01	The part of reserve 52540 in the south eastern corner of Lot 4202 DP 766769 with an area of approximately 16.2 ha This part co-exists with Western Lands Lease 2796

SIGNED at Sydney this 1st day of May 2024
The Hon. Margaret Beazley, AC KC
Governor

The Hon. Tara Moriarty, MLC
Minister for Agriculture

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.

AFL NORTH WEST NSW INCORPORATED	Y2616326
ASIA IMPACT MISSIONS INCORPORATED	INC9891556
AUBURN ARABIC SCHOOL INC	Y1252642
AUSTRALIAN CHINESE STUDENT FEDERATION INCORPORATED	INC1800686
BROOKONG NOOK CRAFTS INCORPORATED	INC9881881
COLLECTIVE HEART INCORPORATED	INC1500582
DESERT CREEK HOUSE INCORPORATED	INC1300068
EAGLE TEMPLE ARCHIVE INC	INC2301319
FRIENDS OF RATHMINES INCORPORATED	INC9891461
GOULBURN PRE-SCHOOL ASSOCIATION INC	Y0037112
GRAFTON FIBRE CRAFTS GROUP INC	Y1035945
HO LAW I CHING ORGANIZATION INCORPORATED	INC1500294
HONG KONG AUSTRALIAN COMMUNITY INCORPORATED	INC2200990
KINGDOM WORX INCORPORATED	INC1500379
NARRANDERA TOURISM INCORPORATED	INC9895157
NORTHERN ILLAWARRA RESIDENTS ACTION GROUP NIRAG INC.	Y1992101
NSW UTILITY GUNDOG FIELD TRIAL ASSOCIATION INC	INC2100899
POWER OF CHOICE INCORPORATED	INC9892366
PROBUS CLUB OF URUNGA INC	Y0231120
PROTECT OUR WALKA INCORPORATED	INC2300710
RANDOM ACTS OF YOGA INCORPORATED	INC1500484
RHYTHM REVUE INC	Y2800534
RICHMOND VALLEY VOLUNTEER HEALTH TRANSPORT INCORPORATED	INC1800798
RINSE OUT INCORPORATED	INC9887286
RIVERSIDE HUNTERS HILL EDUCATION MINISTRY ASSOCIATION INCORPORATED	INC9896168
SALAMANDER BAY COMMUNITY GROUP INCORPORATED	INC1801508
SOS WYONG INCORPORATED	INC9894003
SURF BEACH BOWLING AND SOCIAL CLUB INCORPORATED	INC9881938
TOMAREE YOUTH COMMUNITY ACTION INCORPORATED	INC9893468
TRANSWORLD BUSINESS ADVISORS ADVERTISING FUND OF AUSTRALIA INC	INC1600817
TWEED VALLEY 3D FIELD ARCHERS INCORPORATED	INC9891736
WESTON PUBLIC SCHOOL P&C ASSOCIATION INCORPORATED	INC1401718
WONDERS OF THE PAST/ADVENTIST INTERNATIONAL MINISTRIES INCORPORATED	INC9889093

Cancellation is effective as at the date of gazettal.

Dated this 9th day of July 2024.

Lynette Viner
Delegate of the Commissioner

LIQUOR ACT 2007

Declaration of special event extended trading for events of regional, State, or national significance.

I David Harris MP, Minister for Gaming and Racing, pursuant to section 13 of the *Liquor Act 2007* **DO HEREBY DECLARE** an extended trading period for special events of regional, State or National significance, as set out in Schedule 1 below.

This declaration takes effect on the date this notice is published in the NSW Government Gazette.

Dated 10 July 2024.

The Hon. David Harris, MP
Minister for Gaming and Racing

Schedule 1

2024 Special events and specified conditions

Guidance notes

- Eligible licence types include Hotels, General Bars, Clubs, Small Bars and Dedicated Live Music & Performance Venues.
- **‘Special event’** means an event the Minister considers to be of regional, State or national significance.

Special event	Extended trading period		Class of premises to which extended trading period applies	Specified conditions
	Start	Finish		
Paris Olympics 2024 <ul style="list-style-type: none"> • Opening Ceremony • Women’s Football Australia vs Germany • Rugby Sevens finals 	2am Fri 26 July	7am Fri 26 July	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the event/match.
Paris Olympics 2024 <ul style="list-style-type: none"> • Rugby Sevens finals • Swimming finals 	12am Sun, 28 July	7am Sun, 28 July	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club • 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 <ul style="list-style-type: none"> • Swimming finals • Women’s Football Australia vs Zambia 	2am Mon, 29 July	7am Mon, 29 July	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 <ul style="list-style-type: none"> • Swimming finals • Rugby Sevens finals 	4am Tue, 30 July	7am Tue, 30 July	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 <ul style="list-style-type: none"> • Rugby Sevens finals • Swimming finals 	12am Wed, 31 July	7am Wed, 31 July	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 <ul style="list-style-type: none"> • Women’s Football Australia vs United States • Swimming finals 	2am Thu, 1 August	7am Thu, 1 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.

Special event	Extended trading period		Class of premises to which extended trading period applies	Specified conditions
	Start	Finish		
Paris Olympics 2024 • Swimming finals	4am Fri, 2 August	7am Fri, 2 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 • Swimming finals	4am Sat, 3 August	7am Sat, 3 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 • Swimming finals	4am Sun, 4 August	7am Sun, 4 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 • Women's Football Quarter Finals (if Aus qualify)	12am Sun, 4 August	7am Sun, 4 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 • Swimming finals	2am Mon, 5 August	5am Mon, 5 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 • Women's Football Semi-finals (if Aus qualify)	1am Wed, 7 August	7am Wed, 7 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 • Women's Football Bronze Medal Match (if Aus qualify)	12am Sat, 10 August	2am Sat, 10 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
Paris Olympics 2024 • Women's Football Gold Medal Match (if Aus qualify)	12am Sun, 11 August	4am Sun, 11 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.

Special event	Extended trading period		Class of premises to which extended trading period applies	Specified conditions
	Start	Finish		
Paris Paralympics 2024 • Opening Ceremony	3am Thu, 29 August	6am Thu, 29 August	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club 	Licensed premises must show a live broadcast of the match.
New Annual Festival Opening night (Newcastle)	12am Sat, 28 September	1am Sat 28 September	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club • Live music and performance venues 	Licensed premises must be in Newcastle (post code 2300) in the City of Newcastle local government area
Parramatta Lanes	12am Thu, 24 October	1am Thu, 24 October	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club • Live music and performance venues 	Licensed premises must be in Parramatta in the City of Parramatta local government area.
Parramatta Lanes	12am Fri, 25 October	1am Fri, 25 October	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club • Live music and performance venues 	Licensed premises must be in Parramatta in the City of Parramatta local government area.
Parramatta Lanes	12am Sat, 26 October	1am Sat, 26 October	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club • Live music and performance venues 	Licensed premises must be in Parramatta in the City of Parramatta local government area.
Parramatta Lanes	12am Sun, 27 October	1am Sun, 27 October	<ul style="list-style-type: none"> • Small bar • General bar • Hotel • Club • Live music and performance venues 	Licensed premises must be in Parramatta in the City of Parramatta local government area.

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that **AUSTRALIAN COUNSELLING ASSOCIATION INCORPORATED - INC9893625** became registered under the Corporations Act 2001 as **AUSTRALIAN COUNSELLING ASSOCIATION LIMITED - ACN 651 762 784** a company limited by guarantee, on 1 July 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
10 July 2024

Supervision Practice Standard for Apprentices in the Electrical Industry

December 2023 (republished with minor revisions July 2024)



Acknowledgement of Country

The NSW Department of Customer Service acknowledges the Traditional Custodians of the lands where we work and live. We celebrate the diversity of Aboriginal peoples and their ongoing cultures and connections to the lands and waters of NSW.

We pay our respects to Elders past and present and acknowledge the Aboriginal and Torres Strait Islander people that contributed to the development of this Policy.

Supervision Practice Standard for Apprentices in the Electrical Industry

Published by the NSW Department of Customer Service

nsw.gov.au/customer-service

First published: December 2023

Republished with minor revisions July 2024

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1 Introduction

This practice standard explains the roles and responsibilities of employers, supervisors and apprentices in the electrical industry. It has been developed by the NSW Government through consultation with industry stakeholders, members of the public and interested individuals. All licensed electricians conducting supervision must abide by these requirements and penalties can be imposed for breaches.

To obtain a licence to carry out electrical work in NSW a person will most commonly complete a Certificate III in Electrotechnology Electrician and have at least 12 months' experience. However, the *Home Building Act 1989 (HB Act)*, allows a person to carry out electrical work without a licence if they are supervised by a licensed person. The licensed person must be authorised to carry out electrical work, be present where the work is being done, be available to be consulted and to give directions relating to the work.

In addition to these requirements, the *Work Health and Safety Act 2011 (WHS Act)* prescribes a general duty of care on employers or a Person Conducting a Business or Undertaking (PCBU). A PCBU that employs, hosts, or directs the activities of electrical apprentices must ensure that apprentices are adequately supervised, and work to a safe system. A PCBU is also required to ensure that, so far as is reasonably practicable, workers are provided with:

- a safe system of work, and
- any information, training, instruction or supervision that is necessary to protect all persons from risks to their health and safety arising from work carried out.

Employees or workers (including licence holders or supervisors) have separate Work Health and Safety (WHS) duties to take reasonable care to ensure that their acts or omissions do not adversely affect the health and safety of other persons. All employees or workers also have the duty to comply or co-operate with any reasonable WHS related policies and instructions of the PCBU.

Apprenticeships and the supervision of apprentices and trainees in NSW are also governed by the *Apprenticeship and Traineeship Act 2001 (A&T Act)*. Apprenticeships combine technical education with work-based training in accordance with a training plan delivered by an approved Registered Training Organisation (RTO).

Group training organisations (GTOs) hire apprentices and place them with host employers. GTOs are responsible for ensuring the host employer has the capability to provide adequate supervision to the apprentice as required by these practice standards, and should remove apprentices from unsuitable hosts where the practice standards are not being adhered to.

Effective supervision is critical to ensure the safety and development of apprentices. It ensures that they are able to develop the knowledge and skills that they need to competently perform electrical work, and achieve this development in a safe working environment that manages their exposure to risks. Supervisors have a role to ensure that over the duration of an apprenticeship, an apprentice:

- is given sufficient experience to become competent at all the core and elective competencies of the trade,
- gains experience using a range of equipment (different types, brands, models), methods (different installation environments, structures, fixings, or techniques), and applications (different customer uses of the product or service), and
- starts by undertaking each task under direct supervision before safely progressing to general and eventually broad supervision as their demonstrated level of competency in each task develops.

Supervision requires more than just knowing how to do the work. Supervisors will often be doing work themselves, and therefore need to be able to manage this while providing adequate oversight and direction to other persons at the same time. It is an acquired skill and requires strong communication skills, patience, integrity and a detailed understanding of supervisory responsibilities. Supervisors also need to ensure that they support the PCBU in creating physically and mentally safe work environments and to know how to respond to things like complaints or reports of bullying. It is essential that the supervisor:

- helps the apprentice to minimise any negative outcomes, especially in the earlier stages of their apprenticeship or when they are unfamiliar with a task,
- helps the apprentice to interpret and respond to new information and work contexts,
- provides opportunities for the apprentice to demonstrate their capabilities in a safe and supportive manner, and
- helps the apprentice meet their requirements to record workplace experience by verifying their workplace records (e-profile or work log records).

Any supervisor must be appropriately qualified and competent in a task to provide effective supervision of an apprentice undertaking that task. They must:

- be the holder of a current licence to carry out electrical work,
- have appropriate technical knowledge, skills and experience in regard to the particular work to be performed,
- have strong communication skills that enable them to effectively explain, demonstrate and review an apprentice's work, and
- complete any supervision course required by the building regulator as a condition of holding an electrical licence.

Supervision levels have been detailed in this document to indicate the type of supervision required for a particular task. The knowledge, skill and experience level of the apprentice is an essential consideration in determining the level of supervision required for the task.

Compliance with this practice standard is a mandatory condition of all licensed electricians conducting supervision. Penalties can be imposed on a supervisor for failing to provide adequate supervision, or on an apprentice for failing to ensure they are being supervised by a person who holds a licence to carry out the work.

1.1 Objectives

This practice standard has been developed to clarify legislative requirements for the supervision of electrical apprentices. It details the mandatory requirements for the supervision of electrical apprentices under the HB Act to achieve compliant work in a safe manner. This practice standard does not replace the obligations imposed on a PCBU prescribed under the Work Health and Safety legislation or those provided for in the *Apprenticeship and Traineeship Act 2001* (the **A&T Act**).

1.2 Scope

This practice standard applies to a person, company or organisation in their role as an employer of electrical apprentices and licensed electricians in their role as a supervisor of apprentices when performing electrical work.

Until 1 September 2024, this practice standard may be read as best practice guidelines that licence holders should aim to integrate into their daily work practice. Licence holders and employers are recommended to adopt these practice standards as soon as practicable.

From 1 September 2024, this practice standard will be made mandatory and will be enforced as a condition of holding an electrical licence. This means that failure to comply with the

requirements under these practice standards may attract fines, penalties and/or disciplinary action such as suspension or cancelation of a licence.

2 Glossary of terms

The following is a list of terms and acronyms used in this document:

Term	Description
Apprentice	A person who is employed and is undertaking training under a <i>training contract</i> with a view to becoming eligible to hold a qualified supervisor certificate to carry out electrical wiring work.
A&T Act	<i>Apprenticeship and Traineeship Act 2001 (NSW)</i>
Electrical work	means the physical work of installing, repairing, altering, removing or adding to an <i>electrical installation</i> or the supervising of that work, and includes <i>electrical wiring work</i> as defined under the <i>Gas and Electricity (Consumer Safety) Act 2017</i> .
GTO	means a <i>Group Training Organisation</i> who hire apprentices and trainees and place them with host employers. Registered GTOs are listed on the national register .
HB Act	<i>Home Building Act 1989 (NSW)</i>
Licensed electrician	A person who is appropriately qualified and holds the requisite licence type to carry out electrical work and to supervise the completion of electrical work by unlicensed persons in NSW.
PCBU	means a <i>person conducting a business or undertaking</i> . A broad term used under the <i>Work Health and Safety Act 2011</i> to describe all forms of modern working arrangements, which we commonly refer to as businesses. PCBU includes a sole trader, i.e., a person who conducts the business or undertaking alone, or with others and whether or not it is conducted for profit or gain
RTO	means a <i>Registered Training Organisation</i> that delivers nationally recognised vocational education and training qualifications.
Skill	Refers to a level of capability of the person to perform a task. The capability of the person to perform a task should inform the level of supervision required at any given time.
Supervisor	A supervisor is a qualified and experienced person that holds a current licence to carry out electrical work under the <i>HB Act</i> and has the relevant technical competency to undertake the work and supervise others in the conduct of electrical work. The Supervisor is responsible for the development of technical competency of the apprentice and applying this Supervision Practice Standard.
Task assessment	The process of determining the appropriate level of supervision required for an apprentice undertaking a task. The assessment should consider the apprentices' relevant skills, knowledge and experience as well as the risk of harm relating to a particular task.

Term	Description
The Regulator	Building Commission NSW SafeWork NSW
Training contract	<p>A Training Contract is a legally binding agreement entered into by an apprentice and an employer for an agreed period of time (typical nominal term is 48 months). It will be in a form recognised and registered by State, Territory and Commonwealth governments. The purpose of the contract is to set out the terms and obligations of the employer and for the apprentice to become a fully qualified and competent electrician.</p> <p>The Training Contract defines:</p> <ul style="list-style-type: none"> • each party's responsibilities in the apprenticeship • what qualification the apprentice will get • which registered training organisation (RTO) is delivering the training • employment arrangements and industrial award • the duration of the apprenticeship period • the identity and license number of the nominated supervisor • a training plan prepared by the RTO in consultation with the apprentice, detailing the qualification the apprentice will undertake, the competency standard units needed to complete the qualification, and other supporting information
WHS Act	<i>Work Health and Safety Act 2011</i>
WHS Regulation	<i>Work Health Safety Regulation 2017</i>

3 The Framework

The supervisor is responsible for determining the appropriate level of supervision for the apprentice when carrying out particular tasks as specified in this practice standard. Supervision requirements must be considered at the time that work is allocated.

The supervisor is also responsible for ensuring that work is carried out safely and in accordance with the safe systems and procedures provided by the employer or PCBU responsible for the worksite. This practice standard does not replace the requirements under the Work Health and Safety legislation, and therefore, the employer or PCBU must ensure that obligations under the Work Health and Safety legislation are also followed and explained to the apprentice.

There are three levels of supervision that may be applied for a particular task to be carried out:

- direct
- general
- broad.

These levels reflect the need for an apprentice being supervised to be closely monitored and provided high levels of support when undertaking new or high-risk work, compared to an experienced person being supervised who is carrying out familiar tasks or low-risk work.

When determining the level of supervision required for a person being supervised to complete a particular task, a supervisor must assess the task and work environment and the ability of the person to competently perform the task.

Key factors that must be considered include the type of work to be performed, any associated risks, and the knowledge, skills and experience of the apprentice.

The practice standard sets out the approved ratio of supervisor to apprentices that should be applied in an environment where electrical installation work is carried out, commensurate with the apprentice being supervised depending on the level of supervision required for the task being performed.

Regardless of the supervision level, any electrical work undertaken by an apprentice under the supervision of a licensed electrician must be checked, rectified if necessary, and signed off (verified) by a licensed electrician.

3.1 Levels of supervision

The amount and type of supervision that an apprentice needs will vary as they acquire technical knowledge, skills and gain confidence in the workplace. In the early years of their apprenticeship they will require a higher level of supervision. The level of supervision should diminish gradually over the course of the apprenticeship, as competence is increasingly attained and demonstrated. The process for evaluating competence is outlined in section 5.

In most cases a supervisor should be to progressively reduce the level of supervision from direct supervision in the first year of the apprenticeship to broad supervision in the fourth and final year of the apprenticeship. However, there are some high-risk tasks that will require a certain level of supervision at all times, regardless of the deemed competency level of the apprentice. For example, live work for testing to confirm isolation and fault finding must only ever be carried out by an apprentice under direct supervision and must only be carried out in the final year of their apprenticeship.

3.1.1 Direct supervision

Direct supervision is one-on-one constant supervision where the apprentice requires continual guidance and monitoring to ensure a task is carried out correctly and safely. Direct supervision is required where:

- the task is new or unfamiliar, or the task contains variations to basic work that are new to the apprentice,
- the apprentice's ability has not been assessed or they have not demonstrated a consistent ability to perform the task to a minimum standard,
- the formally assessed hazards and risks related to the task indicate direct supervision is appropriate,
- unplanned events are beyond the apprentice's current ability to manage.

The supervisor must be always physically present and with clear sight of the work being carried out by the person they are supervising. They must also be readily available to provide specific instructions and guidance, and ensure that they directly oversee and review the apprentice's work.

The supervisor must give directions that are adequate to enable the work to be undertaken correctly by the individual performing it and must personally ensure that the completed work is compliant and meets all regulatory requirements.

An apprentice may isolate, test or energise circuits and equipment only under direct supervision and in accordance with the restrictions outlined in Section 6 'Tasks' of this standard.

Direct supervision is essential for every task being carried out for the first time and must be maintained until the apprentice being supervised can demonstrate their competence in that skill. For example, a 4th year apprentice cannot be deemed sufficiently competent at completing a tag and lockout procedure on deenergised installations if they have never performed this task before and would require direct supervision until they have been assessed as being sufficiently competent at that task before they could do that work under general supervision.

3.1.2 General supervision

General supervision means that the apprentice is provided with intermittent oversight, including general instruction and progressive monitoring to ensure the task is carried out safely and correctly.

General supervision is normally appropriate where hazards and risks related to the task have been assessed and indicate general supervision is appropriate, and where the apprentice has:

- previously demonstrated their ability to perform the task to a required standard and in a safe manner without need for constant intervention,
- demonstrated an understanding of any hazards and risks associated with the task and an ability to independently manage those risks appropriately, if necessary,
- clearly understood when and how to seek assistance and support, and to wait for support if the task cannot be safely and effectively completed without it,
- an appropriate level of knowledge and practical skill from both on-the-job training and theory-based learning, and
- previously demonstrated an ability to manage (or seek assistance with) reasonably predictable unplanned events.

Under general supervision the supervisor is not required to directly oversee the person as they carry-out a task but must always remain on site and be readily available for assistance or instruction as required. The supervisor must undertake regular in-person checks and give ongoing feedback on the quality of work performed by the apprentice. The supervisor must also check work and test circuits, apparatus and/or equipment prior to energisation.

For an apprentice, general supervision is a stage in their professional development where they have the technical knowledge and skills that allow them to function more independently. The apprentice will move from direct supervision to general supervision only in the skills where they have demonstrated a minimum level of capability.

The requirement for a supervisor to remain on site during general supervision means they should be physically present at all times. It **does not** include being available via phone or video call.

3.1.3 Broad supervision

Broad supervision means that the apprentice can carry out work under instruction and direction from the supervisor but only needs occasional face-to-face contact with their supervisor to ensure the work complies with technical requirements. The supervisor nonetheless is required to be readily available to provide assistance or instruction as required.

Broad supervision may be appropriate where the formally assessed hazards and risks related to the task indicate broad supervision is appropriate and where the person:

- has demonstrated their ability to perform the task safely and to required standards without the need for any supervisor intervention,
- has demonstrated an understanding of any hazards and risks involved with the task and an ability to independently manage those risks appropriately,
- has demonstrated their ability to assess and monitor hazards and risks involved with the task,
- clearly understands when and how to seek assistance and support,
- has a significant level of knowledge and practical skill from both on-the-job and theory-based learning, and
- has demonstrated an ability to respond appropriately to (or seek appropriate assistance with) unplanned events that may occur.

The supervisor must do all the following:

- meet with the apprentice face-to-face at the start of each shift or before commencing a new work task to provide direction and instructions,
- isolate and prove de-energisation of any circuits or exposed equipment that the apprentice may work on or near,
- always be readily available either in person or by electronic communication to provide advice and guidance, and
- attend the site in person at the end of the shift or when the task is completed to test and verify the work completed, verify that the work is compliant, and to carry out any commissioning or livening (energisation) of the work.

4 Roles and responsibilities

4.1 The employer

The employer of an apprentice is the person, company or organisation that enters into a training contract with the apprentice.

Group Training Organisations (**GTOs**) hire apprentices and place them with host employers. It is the GTO's role to manage the quality and continuity of training for the apprentice both on and off the job. The GTO will have ongoing responsibility for ensuring that the host employer has the capability to provide the required level of supervision to the apprentice as required by these practice standards and WHS legislation.

The PCBU (the employer), either direct or hosting, has a duty in WHS legislation, to maintain a safe working environment for those they employ by providing information and training, safe work procedures, safety equipment, effective supervision, and appropriate risk and complaint management mechanisms.

Employers have an obligation to ensure that an apprentice has the necessary support and supervision by qualified, licensed and experienced electricians with relevant knowledge and skills who are committed to training them. Apprentices must not be supervised by other apprentices or persons on the job site, except as allowed under these practice standards.

An employer must take all reasonable steps to ensure an apprentice receives the work-based component of the required training, in particular by providing all necessary facilities and opportunities to acquire the skills and knowledge they need. As well, facilitating the apprentice's attendance at the RTO's facility for the theoretical component of technical knowledge and skills development.

An employer will be committing an offence if they instruct an apprentice to do a task without the appropriate level of supervision or where the supervisor has not assessed them as being competent to do the task.

4.2 The supervisor

A supervisor is a person that holds a current licence to carry out electrical work and provides oversight of electrical apprentices performing electrical work.

The key role of a supervisor is to ensure the work they do, or the work carried out by the apprentice they supervise, complies with relevant standards and laws, is done in a safe manner and complies with the rules and systems put in place by the employer.

It is the supervisor's responsibility to provide effective supervision to the apprentice. Effective supervision means being:

- present at the site of the electrical work to ensure that the work is carried out correctly and safely,
- aware of the details of the electrical work being performed and able to give instructions and direction to the apprentice,
- able to provide constructive feedback and instructions to the apprentice to correct any mistakes, and
- able to ensure the completed electrical work is compliant and free of defects.

The supervisor must be familiar with learning principles and have the capacity to guide and support an apprentice's learning and the development of their technical competency.

The supervisor is responsible for:

- instructing, training, mentoring and monitoring progress on a daily basis,

- isolating, testing and commissioning circuits and equipment,
- assessing the capability of the apprentice they are supervising to carry out varying tasks,
- deciding what level of supervision should apply to the task being undertaken (including assessing the risk or hazards where the decision varies from the level identified in these practice standards),
- providing the apprentice who they supervise with opportunities to learn and practice all on-the-job skills required to satisfy their competency development program as outlined in the training plan, especially where the supervisor is the nominated supervisor on the training contract.

The supervisor is responsible for ensuring that all electrical work is undertaken, checked and tested to confirm compliance with the appropriate Acts, Regulations and Australian Standards, including the AS/NZS 3000 Wiring Rules. Additionally, it is the responsibility of the licence holder to ensure that all electrical work is done using compliant products.

Breaching these standards may result in a supervisor being penalised, including possible licence suspension or cancellation.

Before commencing work

Before an apprentice commences any electrical work, the supervisor must:

- be confident that the apprentice is in a fit state for work and has been assessed by the PCBU as not under the influence of any drugs or alcohol,
- ensure that electrical equipment is de-energised, there are no exposed live parts and is safe to be worked on or near,
- clearly instruct the apprentice as to which task they are expected to do and which tasks they must not do before they are instructed on how to do the tasks. The supervisor must confirm the apprentice understands the instructions,
- discuss with the apprentice which level of supervision applies to the particular task and confirm the apprentice understands any limitations to the work they can undertake,
- ensure the apprentice is equipped with the necessary personal protective equipment and tools and understands how to correctly select and use them, and
- where the equipment has been de-energised to allow work to be carried out on or near it, ensure that the apprentice:
 - has witnessed verification of the electrical test being undertaken by the supervisor to confirm the circuit or equipment is de-energised.
 - confirms the isolation is locked and danger tag applied at the isolation point(s) with the supervisor and apprentice placing their own individual lock/tag

4.3 The apprentice

An apprentice is the person that enters into a training contract. They are not authorised to perform electrical work unsupervised or energise equipment independently. They have a duty under the WHS legislation to protect their own safety and to avoid any act or omission which might adversely impact the safety of others during the performance of their work. Apprentices must follow all lawful instructions of their employer/supervisor, safe work procedures and use protective equipment in the correct manner at all times.

An apprentice is required to be proactive with their own training. This includes:

- working safely and to the best of their ability,
- asking appropriate questions when unsure of facts or requirements,
- respecting the contributions being made by their employer and supervisors,

- diligently monitoring their own progress and documenting their work experience (e-profile or work log records in the form required by their RTO / the regulators), and
- not knowingly performing any work that is inconsistent with this standard.

At the completion of their apprenticeship, an apprentice must obtain the relevant trade licence prior to carrying out electrical work lawfully as a qualified electrician.

To account for any delays in obtaining a licence, an apprentice has a period of 12 months from completing their apprenticeship to obtain a licence. During this period, they may continue to carry out electrical work in accordance with these practice standards as if they were a fourth-year apprentice. A licensed electrician must continue to check and sign off work until the apprentice obtains their licence.

Apprentices must, after de-energisation of an installation, circuit or equipment by the supervisor and prior to commencing work, always:

- participate in the tag and lockout procedure by confirming that the isolation is locked and danger tag applied at the isolation point(s) with the supervisor and apprentice's names on the danger tag; and
- witness the verification of the electrical test being undertaken by the supervisor to confirm the circuit or equipment is de-energised.

5 Assessing capability

Apprentices should be provided a level of supervision that enables them to work safely and learn and achieve competency in varying tasks so that they are confident to work independently across a range of equipment and ensure the delivery of quality outcomes to the standards applicable in industry by the end of their apprenticeship. Their supervisor should regularly evaluate their ability by considering their progress in the apprenticeship and the experience and training they have received in a particular task.

Once an apprentice has demonstrated their competency, the minimum supervision level identified in the table in section 6 should apply.

5.1 Capability assessment

An apprentice should learn a new skill by first observing the task being completed and then being provided instructions and directly supervised while carrying out the task themselves.

Generally in the first year of their apprenticeship an apprentice should practice carrying out the task under direct supervision over the period of time indicated in the table at section 6. Once an apprentice can demonstrate they are capable of completing the task without error, they can be assessed by the supervisor. If the supervisor is confident the apprentice can competently carry out the task, they will be able to move to general supervision when undertaking that task (if permitted under the table at section 6). The decision to reduce the amount of supervision provided to an apprentice should be made in consultation with the apprentice. It is important they feel comfortable voicing their confidence, or any uncertainties, relating to their work. All apprentices must complete the minimum training stage indicated in the table in section 6 before progressing to assessment for different levels of supervision.

Prior to supervising a task, the supervisor must assess the technical knowledge and practical skills of the person to determine the level of supervision required. Personal knowledge and observation of a person's ability is one of the most important considerations when determining the appropriate level of supervision. This is particularly the case where a supervisor has worked with a person before and has a good understanding of the person's level of competence and their attitude or approach to work. This knowledge is valuable when determining the degree of supervision required.

The supervisor must make a conscious appraisal of the capability of the apprentice, giving consideration to:

- any prior assessments conducted by another supervisor of the apprentice relating to the particular task,
- the extent of the apprentice's experience doing the same and similar work,
- the quality of the apprentice's work and history of hazard and risk identification, and meeting safety and compliance standards on site,
- the level of support the apprentice has previously required while completing the task,
- progress in the apprentice's approved course of training or any previous training completed,
- the apprentice's ability to use any necessary tools, materials or equipment, and
- the supervisor's own observations and knowledge of the person performing the work.

When assessing the capability of an apprentice to complete a particular task, a supervisor must give consideration to the apprentice's:

- awareness of safety requirements to carry out the task in the context of their surroundings,

- ability to perform the job to an appropriate technical standard (including understanding the relevant laws and standards and how to achieve compliance),
- understanding of workplace policies and procedures,
- ability to deal with everyday problems and critical incidents that may occur,
- understanding as to why a task is performed in a certain way or sequence, and
- ability to apply skills consistently.

The assessment of an apprentice's capability to perform a task must be documented by the supervisor. Confirmation of competence as part of the formal training contract is considered sufficient. Access to these records must be made available to other supervisors to ensure they are informed of the apprentice's experience and competency relating to a particular task. Supervisors should use this information to make an informed decision when determining the relevant level of supervision required by the apprentice before allowing them to undertake that work.

The assessments will also assist the regulator when dealing with complaints, enquiries or workplace audits.

Employers of apprentices are responsible for taking all reasonable steps to ensure that the apprentice experiences a suitable range of work tasks to develop the competencies required by their training program.

5.2 Assessment of hazards and risk

Determining the appropriate level of supervision for an apprentice requires the supervisor to assess the hazards and risk related to a particular task and assess the apprentices' relevant skills, knowledge and experience to complete the task.

Variations in the work environment, whether related directly to electricity supply or not, present many different circumstances and potential risks. A supervisor must assess these risks when determining the appropriate level of supervision for an apprentice for a particular task. The risk assessment should consider both the technical and safety requirements of the task and the likelihood of any complications that could arise such as:

- work type (e.g., residential, commercial),
- work characteristics (e.g., working from heights, working in small spaces),
- new construction or alterations/additions to an existing installation,
- electrical or other work being carried out by other people on site, and
- proximity to energised electrical wiring, equipment or apparatus and the voltage and maximum fault current of that wiring, equipment or apparatus.

A supervisor must consider both the apprentice's experience and skills, and the relative risk associated with the work. The supervisor must engage the apprentice in the process for identifying any hazards or risks and collaboratively manage any risks they identify. Any hazards and risk that are identified and how they will be managed must be documented, discussed between the supervisor and apprentice and tracked against performance capabilities. Additionally, the supervisor must ensure that they work according to the safe system of work provided by their employer or PCBU, to abide with any requirements under the Work Health and Safety legislation and explain the same to the apprentice.

6 Tasks

The appropriate level of supervision should be considered in the context of the tasks to be performed, the environment in which the tasks are being performed and the capability of the apprentice performing the tasks.

The table below provides supervision levels that must be applied as a minimum level of supervision of an apprentice at different stages of competency development (training) and for different tasks. It is important for supervisors and apprentices to be aware that in regards to testing, fault finding, live work and electrical isolation, apprentices are not be permitted to perform (regardless of the degree of supervision) until they are in the later years of their apprenticeship.

Type of electrical work	Time served	Minimum level of supervision
Installation		
New electrical installation work including wiring of main and sub-main circuits and final sub-circuits, earthed cable tray installation, conduit installation, underground and overhead wiring installation - maximum cable size of 35mm ² <i>(not connected to electricity supply or isolated and proven de-energised by supervision electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	General
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Maintenance, alterations and additions to existing electrical installations including sub-mains and main installation - maximum cable size of 35mm ² <i>(isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	General
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Installation of main, sub-main and final sub-circuit cables of 35mm² and greater <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General
Tag and lockout procedure on de-energised installations <i>(isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General
Distribution and main switchboard installation with maximum switchboard capacity of 200 amps <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	General
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Distribution and main switchboard installation with maximum switchboard capacity above 200 amps <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General

Type of electrical work	Time served	Minimum level of supervision
Testing <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i> <i>Does not include safety and compliance test as required by the Gas and Electricity (Consumer Safety) Regulation</i>	Up to completion of 1 st year in apprenticeship	Not permitted
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	Direct
	More than 3 years to 4 years	General
Fault finding <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Not permitted
	More than 1 year to 2 years	Not permitted
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Live work when permitted by WHS Law (testing to confirm isolation and fault finding)	Up to completion of 1 st year in apprenticeship	Not permitted
	More than 1 year to 2 years	Not permitted
	More than 2 years to 3 years	Not permitted
	More than 3 years to 4 years	Direct
Installation of renewable energy systems <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General
High voltage installation <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	Direct
	More than 3 years to 4 years	General
Electrical Equipment		
Installation of electrical equipment and accessories <i>(not connected to electricity supply)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Installation of metering provider metering equipment as per requirements or authorisation of the metering provider¹ <i>(not connected to electricity supply)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General
Fault-finding, repairs and maintenance of electrical equipment <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Electrical isolation of installation and equipment	Up to completion of 1 st year in apprenticeship	Not permitted
	More than 1 year to 2 years	Not permitted
	More than 2 years to 3 years	Direct

¹ Any work on metering provider metering equipment must be done in accordance with the requirements or authorisation by the metering provider. This standard does not supplement the requirements or authorisations specified by a metering provider.

Type of electrical work	Time served	Minimum level of supervision
	More than 3 years to 4 years	Direct
Tag and lockout procedure on de-energised equipment <i>(isolated and proven de-energised by supervising electrician)</i>	Less than 1 year	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General
Terminations		
Termination of cables in electrical equipment and accessories (outlets, lights, switches, etc.) <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	General
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Termination of cables (35mm ² and greater) <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General
Termination of cables at a switchboard rated at 100 amps or less <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	General
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Termination of cables at a switchboard rated (more than 100 amps but less than 400 amps) <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	Broad
Termination of cables at a switchboard rated more than 400amps <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	General
	More than 3 years to 4 years	General
Special electrical installations		
Special electrical installations including: <ul style="list-style-type: none"> • Safety Services including emergency lifts • Emergency back-up generation • Hospital areas (Patient treatment areas) • Hazardous locations (explosive atmospheres) • Swimming pools • Fire Control Systems <i>(not connected to electricity supply or isolated and proven de-energised by supervising electrician)</i>	Up to completion of 1 st year in apprenticeship	Direct
	More than 1 year to 2 years	Direct
	More than 2 years to 3 years	Direct
	More than 3 years to 4 years	General

7 Supervision ratios

The number of persons that a supervisor should supervise at any one time is determined by the competency of the apprentice and the specific task being performed.

The employer and supervisor are both responsible for ensuring that the ratio of supervisors to apprentice being supervised is 1:1 where the task requires **direct** supervision, 1:3 for tasks that require **general** supervision and 1:5 for tasks that require **broad** supervision. This means that:

- one supervisor can only supervise one person at any one time when the task they are performing requires direct supervision,
- a supervisor must not supervise more than three persons at any one time when the tasks they are performing require general supervision, and
- a supervisor is to supervise no more than five persons at any one time when the tasks they are performing require broad supervision.

A supervisor must never supervise more than 5 persons at any given time. If a supervisor is responsible for providing direct supervision to a person for a particular task, the same supervisor may also provide broad supervision for up to another four persons during the shift.

For example, the supervisor may instruct 4 fourth year apprentices to carry out conduit installation (broad supervision) and then directly supervise a first year apprentice in carrying out other tasks during the day. The first year apprentice must stop working if the supervisor is required to check on the fourth year apprentices at any time. While the first year apprentice must stop working on the task requiring direct supervision, the first year apprentice may go with the supervisor to observe the conduit installation carried out by the fourth year apprentices as the supervisor checks on them. In this way, the first year apprentice is given a learning opportunity and the supervisor can ensure the first year apprentice is not carrying out any work outside of direct supervision.

Similarly, if a supervisor is responsible for providing direct supervision to a person for a particular task, the same supervisor may also provide general supervision for up to another three persons during the shift. However, when the supervisor goes to check on the apprentices under general supervision, the apprentice under direct supervision must stop work and may observe the workers under general supervision while the supervisor checks their work.

The following table provides examples of how the ratios would apply.

Level of supervision required	Possible ratios
Direct	<p>One supervisor with:</p> <ul style="list-style-type: none">• one person requiring direct supervision; or• a combination of one person requiring direct supervision and up to four persons requiring broad supervision where the supervisor has determined they can safely provide direct supervision under these conditions.• a combination of one person requiring direct supervision and up to three persons requiring general supervision where the supervisor has determined they can safely provide direct

Level of supervision required	Possible ratios
	<p>supervision to the apprentices working under general supervision under these conditions.</p> <p>an apprentice under direct supervision must stop working if the supervisor is required to check on any other apprentice under broad or general supervision.</p>
General	<p>One supervisor with:</p> <ul style="list-style-type: none"> • up to three persons all requiring general supervision or • a combination of up to two persons requiring general and two persons requiring broad supervision where the supervisor has determined that they can safely provide supervision under these conditions
Broad	<p>One supervisor with:</p> <ul style="list-style-type: none"> • up to five persons all requiring broad supervision

7.1 Developing supervision skills for apprentices

The apprenticeship competency development program is designed to provide both theory-based and on-the-job practical training to produce electrical tradespersons who possess the skills, knowledge and experience to work as competent electricians. It is expected that by the time a person holds the requisite licence to do electrical work, they should be competent to work autonomously, verify compliance of electrical installations, supervise electrical work and have a duty of care over others carrying out electrical work.

Before supervising others, apprentices must first be taught how to supervise effectively. Some of this education will develop in the way that they are supervised, and they will likely follow the style of their supervisor. Supervision will also be taught via formal education. However, until such time as an apprentice can develop the skills and be competent in supervision practices, they must continue to be supervised by a licenced electrician while they are developing this skill.

It is important that opportunities to learn about supervisory responsibilities are inbuilt to the practice standard so that new tradespersons are appropriately skilled in this area. Accordingly, this standard contemplates limited circumstances under which a fourth year apprentice may observe the supervisory process to learn how to supervise. However, under no circumstances shall an apprentice apply these practice standards as if they were the supervisor. The licensed supervising electrician remains ultimately accountable for all supervision responsibilities owed under the legislation and under these practice standards. This includes the ongoing obligation detailed in this standard for the supervisor to be on site and conducting the relevant level of supervision required for that task.

Fourth year apprentices may participate in the supervisory process on worksites in limited circumstances. A fourth year apprentice can, with oversight of a licensed supervising electrician, observe and learn to supervise the work of a third year apprentice who has been assessed as

competent to carry out a particular task under general or broad supervision. A fourth year must not participate in the supervisory process for a first year apprentice.

If the fourth year apprentice observes any issues with the work being carried out by the third year apprentice, they may raise their concerns with the supervising electrician. The fourth year apprentice can then, under supervision and guidance of the supervisor, correct the actions of the third year apprentice. This is intended to complement the supervision obligations of the supervising electrician and does not reduce or replace their obligation to supervise apprentices.

Where a fourth year apprentice is observing the supervisory process for a third year apprentice, the fourth year apprentice counts towards the ratio listed above.

For a fourth year apprentice to observe in the supervisory process, the following criteria must be met:

- the third year apprentice that will be supervised has been assessed by a licenced electrician and found to be sufficiently competent to carry out the particular task under general or broad supervision for tasks detailed in section 6 of this standard,
- the fourth year apprentice that will be observing the supervision has been assessed by a licenced electrician and found to be competent to carry out the particular task under broad supervision,
- the licensed electrician must meet their ongoing supervision obligations and sign off on all work completed by the third year apprentice; the fourth year apprentice must never be responsible for signing off on completed work.

The following conditions also apply:

- under no circumstances may any apprentice be supervised by another apprentice,
- under no circumstances may a fourth year apprentice provide supervisory guidance to another unlicensed person when carrying out electrical work.

It is essential that in circumstances where a fourth year apprentice participates in the supervisory process, a licensed electrician must simultaneously provide supervision. Under no circumstances may any apprentice be supervised by a fourth year apprentice. The licensed supervising electrician remains ultimately accountable for all supervision responsibilities owed under the legislation and under these practice standards.

CHARITABLE TRUSTS ACT 1993
ORDER UNDER SECTION 12
CY PRES SCHEME RELATING TO
THE JAN COPPLESON MEMORIAL PRIZE FOR CANCER MEDICINE

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

The Jan Coppleson Memorial Prize (**the Prize**) was established by an *inter vivos* gift to the University of Sydney (**the University**) by Mrs Ann Yard (**Mrs Yard**) on 26 January 1984 to establish a prize of a minimum of \$500 per annum to be paid to the University Faculty of Medicine as a capital sum each year during Mrs Yard's lifetime. The gift letter indicated that provision would be made to Mrs Yard's will for *inter alia* a bequest of the sum of \$25,000 to enable the income therefrom to be used towards the continuation of the Prize after her death. As at 25 September 2022, the Prize was valued at \$64,848.00.

Under the terms of the gift, the Prize was to be awarded annually to an undergraduate person who is the most proficient in final year in cancer medicine as judged by the results in the final exams for that year. The Sydney Medical School has existed since 1856 and forms part of the Faculty of Medicine and Health at the University. In 2014, the University replaced the undergraduate Bachelor of Medicine and Bachelor of Surgery (**MBBS**) with a postgraduate degree of Doctor of Medicine. The last cohort of MBBS was in 2013. As the undergraduate MBBS is no longer offered at the University, the original terms of the trust have become impossible to fulfil.

The University holds the gift from Mrs Yard on an express trust for the purpose of awarding a prize. Trusts for the establishment and award of prizes or scholarships for students at educational institutions or for study in a recognised field, such as medicine, are charitable as they fall within the charitable head of advancement of education.

As the University now offers medicine at a postgraduate level, a cy pres scheme is required to remove the requirement that the Prize recipient must be enrolled in an undergraduate degree, studying cancer medicine in their final year at the University. The proposed scheme would instead award the Prize to a student in medicine at the University who is most proficient in cancer medicine. While the proposed scheme removes the mechanism through which the Prize was to be awarded, by removing the requirement that the student's proficiency in cancer medicine be 'judged by the results of their final exams for that year', the University will determine the award of the Prize based on the University's scholarship and prizes policy current at the time the Prize is to be awarded. The Prize will continue to be styled or named the 'Jan Coppleson Memorial Prize for Cancer Medicine'.

As the Prize was intended to benefit medical students studying cancer medicine at the University, to commemorate Mrs Yard's late daughter, Jan Coppleson, the proposed new trust purpose is sufficiently close to the original purpose of the trust.

In these circumstances, I, as the Attorney General's delegate, have approved the establishment of a cy pres scheme to alter the original purposes of the charitable trust so as to enable the Prize to be awarded to a student of medicine at the University who is most proficient in cancer medicine.

Pursuant to section 12 of the *Charitable Trusts Act 1993*, I hereby order that a cy pres scheme be established whereby the original purposes of the charitable trust known as The Jan Coppleson Memorial Prize for Cancer Medicine be altered so as to enable the Prize to be awarded annually to a student of medicine at the University who is most proficient in cancer medicine.

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

Date of Order: 9 July 2024

SIGNED

A handwritten signature in blue ink, appearing to read 'M G Sexton SC', is written over the printed name.

M G SEXTON SC

Solicitor General (Under delegation from the Attorney General)