



# GAME RULES

## ***IMPORTANT***

These rules must be displayed for public scrutiny



NSW Lotteries



Version 2.0  
28 September 2007

## PUBLIC LOTTERIES ACT 1996



### DRAW LOTTERY RULES

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of Draw Lottery and Promotional Draw Lottery Games. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 28 September 2007. These Rules supersede the Rules notified previously in the Government Gazette.

#### **RULE 1      DEFINITIONS**

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996;
  - (ii) "Agency" means a place at which an Agent or Direct Mail Agent is permitted to accept completed Entry Forms (and other approved means of entry to a Draw Lottery Game) and Subscriptions for Draw Lottery Games;
  - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games conducted by the Licensee and includes any branch or section of New South Wales Lotteries nominated by the Licensee;
  - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate or overseas authorities in Participating Areas for the conduct by them of Draw Lottery Games;
  - (v) "Approved" means approved in writing by the Minister;
  - (vi) "Automatic Entry" means an Entry in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) and includes an Entry previously made by a Player and stored on the central processing computer equipment of the Licensee;
  - (vii) "Bounded Area" means the area indicated as such by the symbols "◇" or "□" on the relevant Entry Form containing numbers or questions;
  - (viii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(f);
  - (ix) "Commission" means the amount which the Licensee is Approved to charge the Player for an Agent or Direct Mail Agent accepting and doing all things required to effect an Entry but which does not include a charge determined in accordance with (Condition 17 (c)) of the License;

- (x) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents, Direct Mail Agents or otherwise which is linked to the central processing computer equipment of the Licensee for purposes associated with Draw Lottery Games or Promotional Draw Lottery Games;
- (xi) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of a Player's Entry in a Draw Lottery Game and where appropriate a Player's entry in a Promotional Draw Lottery Game and which is retained or recorded on magnetic tape or otherwise stored;
- (xii) "Direct Mail Agent" means an Agent, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Draw Lottery Game and instructions with respect to a Promotional Draw Lottery Game from a Player outside the State of New South Wales. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiii) "Director" means a Director of the Board of Directors of the Licensee;
- (xiv) "Draw Lottery Game" means a competition styled as "Draw Lotteries" conducted under the Act but does not include Promotional Draw Lotteries;
- (xv) "Drawing" means:
  - (1) in relation to a Draw Lottery Game (but not including a Second Drawing) the selection of the Winning Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device.
- (xvi) "Drawing Date" in relation to a Draw Lottery Game means the date on which the Winning Numbers are drawn in respect of that Draw Lottery Game and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are drawn in respect of a Second Drawing of a Draw Lottery Game;
- (xvii) "Drawing Device" means equipment as Approved by the Minister from time to time used to conduct a Drawing;
- (xviii) "Employee" means where the context refers to an employee or employees of the Licensee, such persons who are employed by the Licensee pursuant to the provisions of the New South Wales Lotteries Corporatisation Act 1996. In other contexts where appropriate "Employee" includes an employee of an Agent;

- (xix) "Entry" means the Numbers in a Draw Lottery Game which have been selected by the central processing computer equipment by way of an Entry Form or Automatic Entry, which have been recorded in the central processing computer equipment, which (subject to Rule 6(d)) have been Imprinted on the same numbered line on a Ticket and in respect of which a Fee has been paid;
- (xx) "Entry Form" means the Approved form to be completed by a Player wishing to enter a Draw Lottery Game;
- (xxi) "Fee" means the sum of the Commission and Subscription;
- (xxii) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
  - (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
  - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
  - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawing/s.
- (xxiii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxiv) "Licence" means the Licence granted to New South Wales Lotteries Corporation pursuant to section 12 of the Act;
- (xxv) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;
- (xxvi) "Mark" means the drawing of a vertical line "I" within a Bounded Area  or a cross "X" within a Bounded Area  in blue or black ink on an Entry Form. "Marked" or "Marking" shall have corresponding meanings;
- (xxvii) "Minister" means the Minister for the time being administering the Act;
- (xxviii) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one drawing;
- (xxix) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xxx) "Numbers" has the same meaning as section 5 of the Act;
- (xxxi) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct Draw Lottery Games under a corresponding law;

- (xxxii) "Player" means a person who:
- (1) has submitted an Entry; and
  - (2) holds, bears and submits a Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Promotional Draw Lottery Game and who holds, bears and submits a ticket in the Promotional Draw Lottery Game to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xxxiii) "Prize" means any Prize determined in accordance with Rule 9;
- (xxxiv) "Prize Fund" means an account established under section 27 of the Act and known as the Draw Lottery Prize Fund Account;
- (xxxv) "Prize Pool" means the amount allocated for the payment of Prizes being not less than fifty five percent (55%) of all Subscriptions received for a particular Draw Lottery Game;
- (xxxvi) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xxxvii) "Promotional Draw Lottery Game" means a public lottery conducted for the purpose of promoting a Draw Lottery Game, and in respect of which:
- (1) eligibility to enter is confined to Players in a Draw Lottery Game; and
  - (2) no further Subscription or Commission is charged;
- (xxxviii) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Licensee which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;
- (xxxix) "Provisional Prize" is a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xl) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xli) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;

- (xliii) "Second Drawing" means an additional Drawing conducted as part of a Draw Lottery Game in accordance with the Rules;
  - (xliv) "Subscription" means the amount Approved, excluding Commission, and any additional amount determined in accordance with the Licence which a Player shall be charged to enter a Draw Lottery Game;
  - (xlv) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has submitted an Entry in a Draw Lottery Game, and which:
    - (1) contains Entry details; and
    - (2) may include a Ticket Serial Number and other such security tests to determine the identity, validity and status (including Prize entitlement) of the Ticket; and
    - (3) may include other particulars such as, where appropriate, an Automatic Entry indicator.
  - (xlvi) "Ticket Serial Number" means the numbers and/or letters Imprinted on Tickets and which constitute an official identification of the issue of a Ticket;
  - (xlvii) "Winning Numbers" in relation to a Draw Lottery Game (including a Second Drawing) means the Numbers that are drawn at random from a pre-determined field of Numbers and that relate to the Prizes in the Prize structure for each Draw Lottery Game.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
  - (ii) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**RULE 2 CONDUCT OF DRAW LOTTERY AND PROMOTIONAL DRAW LOTTERY GAMES**

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, to every Draw Lottery and Promotional Draw Lottery Game.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players.
- (c) Draw Lottery Games will be drawn as determined by the Chief Executive Officer unless the Minister directs otherwise.

- (d) The Licensee may conduct a Promotional Draw Lottery Game in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the conduct of a Promotional Draw Lottery Game in conjunction with another Promotional Draw Lottery Game or separately from a Promotional Draw Lottery Game or otherwise in conjunction with another lottery conducted by the Licensee.
- (e) A Promotional Draw Lottery Game shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (f) The Prize structure for a Promotional Draw Lottery Game shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Promotional Draw Lottery Game.
- (g) During the period in which the Licensee accepts entries in a Promotional Draw Lottery Game, some of the Prizes in the approved Prize structure may already have been won when a Player enters the Promotional Draw Lottery Game, leaving the balance of Prizes still available to be won by Players at the time of their respective entries.
- (h) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players in a Promotional Draw Lottery Game of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Promotional Draw Lottery Game.
- (i) A ticket in a Promotional Draw Lottery Game may include one or more Prizes to be won on the same ticket.
- (j) A Promotional Draw Lottery Game may require the Player to have a winning Number on more than one ticket in order to win a Prize.

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

- (a) All instructions and conditions printed on Entry Forms and Tickets and these Rules shall apply to each Draw Lottery Game and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on Entry Forms and Tickets these Rules shall prevail.
- (c) Where the context permits, these Rules shall apply to each Promotional Draw Lottery Game and shall be binding on all Players.
- (d) By entering a Draw Lottery or Promotional Draw Lottery Game, Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An agent, including a Direct Mail Agent, has no authority to bind the Licensee in contract or otherwise.
- (f) The Chief Executive Officer may appoint or delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.

- (g) Any reference to the Chief Executive Officer in these Rules shall include a reference to a duly authorised delegate of the Chief Executive Officer under Rule 3(f).
- (h) These Rules will be displayed and made available for inspection at each Agency.

#### **RULE 4 OBJECT**

The object of the Draw Lottery Game is to purchase a Ticket which has Numbers the same as the Winning Numbers.

#### **RULE 5 ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME**

In order to be eligible for inclusion in a particular Draw Lottery Game, a Ticket must issue to the Player following acceptance of an Entry by a Computer Linked Terminal before the Drawing of that game. Any such Ticket shall be subject to Rule 6(d) hereof.

#### **RULE 6 RULES APPLYING TO ENTRY FORMS AND TICKETS**

- (a) An Entry Form shall consist of a series of numbers and questions which must be completed by the Player. A Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Form or any other approved form of entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player. It is the responsibility of the Player to check the accuracy of all details on the Entry Form or other approved form of Entry at the time of presentation to the Agent for processing.
- (c) Subject to paragraph (e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its Agent or Direct Mail Agent to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been taken by the Player from the Agent.
- (d) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.

- (e) A Player may return a Ticket and request that it be cancelled by an Agent. The Agent shall cancel the Ticket on that day provided it is returned on the day of purchase, to the place of purchase and prior to the closure of the Draw Lottery Game entered. At the request of a Player, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the closure of the Draw Lottery Game entered effect a cancellation of a Ticket at the Licensee's central processing computer equipment host site. When a Ticket has been cancelled the Player shall be refunded the Fee paid in respect of such Ticket. A cancelled Ticket shall be void and no Prize shall be payable by the Licensee in respect of such Ticket.
- (f) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.
- (g) Where Numbers in a Draw Lottery Game have been produced via a Computer Linked Terminal and recorded in the central processing computer equipment but:
  - (i) no Commission or Subscription has been received prior to the close of selling for the Drawing in respect of that Draw Lottery Game by the Agent in whose place of business the Computer Linked Terminal is located; and
  - (ii) the Agent has failed to cancel the Numbers before the Drawing; thenthe Agent shall be liable for and shall meet the cost of the Commission and Subscription in respect of the Numbers and in such case, for the purposes of these Rules, such Agent shall be considered to have paid the Fee and shall be considered a Player, and shall be the holder of the Entry.
- (h) The Licensee shall not be liable for any errors or omissions in respect of a Registered Player's selections as recorded on the Computer Records. It is the responsibility of the Registered Player to check that the Numbers and other details shown on a Ticket are correct.
- (i) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or a Ticket. Entry into a Draw Lottery Game by a Player with a Direct Mail Agent does not exempt the Player from being bound by these Rules and a Player utilising a Direct Mail Agent to submit an Entry Form shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form, the issue of any Ticket and the payment of any Prize.

- (j) Neither the Licensee nor an Agent shall be liable to a Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player. It shall be the sole responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (k) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

#### **RULE 7 COMMISSION**

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

#### **RULE 8 SUBMISSION OF ENTRY FORMS**

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Draw Lottery Game or a Promotional Draw Lottery Game.
- (c) An Entry Form may only be submitted through:
  - (i) an Agent; or
  - (ii) a Direct Mail Agent; or
  - (iii) by post in accordance with paragraphs (l), (m) and (n) of this Rule provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) An Entry Form or any other form of entry in respect of a Draw Lottery Game submitted to an Agent or to a Direct Mail Agent or the Licensee must be accompanied by the correct Fee and player registration fee (if applicable).
- (e) The Licensee may authorise its Agents, for fee or reward, to promote or take part in the formation of a syndicate for the purpose of purchasing an entry in, or subscribing to, a Draw Lottery Game.
- (f) The form of payment of the Fee and player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (g)
  - (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 10(b) (iii) and if in the opinion of the Chief Executive Officer sufficient time is available to prevent publication then the Chief Executive Officer may grant such application and withhold publication.

- (ii) All correspondence to the Chief Executive Officer in accordance with Rule 8(g)(i) should be addressed:-

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (h) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player.
- (i) Where a Player submits an Entry Form or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (j) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the closure of the next Draw Lottery Game to be drawn. For the purposes of this paragraph an entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (k) Other than as provided for in Rule 6(e) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee.
- (l) A Player may post an Entry Form to the Licensee at the following address:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

or such other address as may be publicly notified from time to time by the Chief Executive Officer.

- (m) An Entry Form sent by post must be accompanied by the correct Fee and player registration fee (if applicable) and a stamped self-addressed envelope. The said form will be entered by the Licensee in the current Draw Lottery Game for which it has been received in time to be processed. The Licensee will process the form and post it and the Ticket to the address shown on the stamped self-addressed envelope.

A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of the same and neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted.

- (n) Fees and player registration fees payable in respect of Entry Forms sent by post may be paid by postal note, or bank, building society or personal cheque. Fees and player registration fees exceeding \$400.00 payable in respect of Entry Forms sent by post may only be paid by personal cheque with the prior written agreement of the Chief Executive Officer.
- (o) Form of entry in a Promotional Draw Lottery Game
  - (i) The Chief Executive Officer is to approve the form of entry for a Promotional Draw Lottery Game;
  - (ii) Without limiting Rule 8(o)(i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document;
    - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
  - (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:
    - (1) constitutes the Player's official receipt;
    - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
    - (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.

**RULE 9 DETERMINATION OF PRIZES**

- (a) Prizes for each Draw Lottery Game shall be paid by the Licensee from the Prize Pool in accordance with the Prize structure for each particular Draw Lottery Game.
- (b) Any such Prize shall be payable in respect of the Entry which is eligible for the Prize.
- (c) Second Drawing

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

- (i) the Second Drawing shall be conducted following the Drawing of a Draw Lottery Game;

- (ii) an Entry made in respect of the Draw Lottery Game shall be entered automatically into the Second Drawing and shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes to be paid in relation to the Second Drawing shall be payable in respect of each Entry containing a Winning Number;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer and shall be paid from the Prize Reserve Fund;
  - (v) the Second Drawing shall not constitute a separate Draw Lottery Game.
- (d) A Draw Lottery Game may include an additional Prize or Prizes, Prizes paid on special occasions or pursuant to Rule 9 (c) (as approved by the Minister from time to time). Any such Prize or Prizes may be paid in monetary terms or in kind and shall be paid from the Prize Reserve Fund.
- (e) Prizes in a Promotional Draw Lottery Game
- (i) The Prizes payable in a Promotional Draw Lottery Game may consist of one or more of the following:
    - (1) money;
    - (2) holidays;
    - (3) travel;
    - (4) accommodation;
    - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration; and
    - (6) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
  - (ii) A Prize in a Promotional Draw Lottery Game must not consist of or include tobacco.
  - (iii) A Prize in a Promotional Draw Lottery Game must not consist of or include liquor within the meaning of the Liquor Act 1982.
- (f) Determination of Prizes in a Promotional Draw Lottery Game
- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Promotional Draw Lottery Game.
  - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Promotional Draw Lottery Game conducted by it.

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

**RULE 10 ANNOUNCEMENT OF PROVISIONAL PRIZE WINNERS AND PRIZE WINNERS**

- (a) Following each Drawing of a Draw Lottery Game the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the amount of the Prize Pool allocated to each Prize Division;
  - (ii) the Winning Numbers of Prizes payable in each Prize Division; and
  - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners.
- (b) Following each Drawing of a Draw Lottery Game the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 8 (g)(i) or where Provisional Prize Winners are not Registered Players;
  - (ii) information on the manner of payment of Prizes; and
  - (iii) the manner in which claims under Rules 11(a), 11(b), 11(i) and 11(k) must be made.

- (c) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each:
  - (i) Second Drawing as soon as possible after that Second Drawing; and where appropriate
  - (ii) Promotional Draw Lottery Game as soon as possible after the completion of such Promotional Draw Lottery Game.

**RULE 11 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES AND PROVISIONAL PRIZES**

In relation to a Draw Lottery Game:

- (a)
  - (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 11(l) and any other evidence that the Chief Executive Officer may from time to time require;
  - (ii) The date of lodgement of a Prize claim in accordance with Rule 11(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Provisional Prize which exceeds \$10,000 will be notified personally or by mail within five (5) calendar days after the Drawing Date. In respect of any Provisional Prize won by a Registered Player the Chief Executive Officer may require the Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 11(l) hereof;
- (c) Where a Registered Player has been requested to claim the Provisional Prize in accordance with Rule 11(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 11(d) hereof;
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, and shall be payable by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (e) For Registered Players, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date; a sum representing the cost of processing as approved by the Chief Executive Officer will be deducted there from.
- (f) For Players who are not Registered Players, all Prizes not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer, this being a period of not less than eight (8) weeks.

(g) Subject to Rules 11(a), 11(b), 11(c), 11(d) and 11(e) above, a Player being eligible for a Prize on a Multi-Draw Ticket may claim or collect that Prize and be issued with an Exchange Multi-Draw Ticket for any subsequent valid Drawings;

(h) Prizes not paid by an Agent in accordance with Rule 11(f) will be paid by the Licensee upon the submission to the Licensee of a Prize claim form, the Prize winning Ticket and such other evidence as the Chief Executive Officer may from time to time require.

(i) A:

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

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

must claim by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 11(l) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date;

A claim not received in accordance with this Rule 11(i) will be rejected and the Licensee shall have no liability in relation thereto;

(j) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 11(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner;

(k) A:

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

(ii) Registered Player who claims to be entitled to a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal;

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

(l) The particulars required in accordance with the provisions of Rules 11(a), 11(b), 11(i) and 11(k) are:

(i) the name and address of the Player;

- (ii) the Ticket Serial Number;
  - (iii) the Winning Numbers shown on the Ticket;
  - (iv) the Player's registration number if a Registered Player;
  - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires;
- (m) Notwithstanding the provisions of this Rule 11, if an Entry which would otherwise have been entitled to a Prize not exceeding \$1,000.00 is discovered after payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize as is being paid to winning Players or such other Prize amount as determined by the Chief Executive Officer;
- (n) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player may fail to meet one or more of the elements (1) or (2) contained in Rule 1(xxxii) or may fail to meet some or all the provisions contained in these Rules governing Prize entitlement.
- (o) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules;
- (p) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales;
- (q) Subject to section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto;
- (r) Where payment of a Prize by the Licensee is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:
- (i) by hand upon any conditions that the Chief Executive Officer may determine;
  - (ii) by post whether certified, registered, or ordinary post; or
  - (iii) as otherwise directed in writing by the Player;
- (s) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.

Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same;

- (t) Any Prize sent by the Licensee to a Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability;
- (u) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied, or syndicate (formed pursuant to Rule 8(e) or otherwise). Where the Licensee has paid a Player pursuant to this Rule 11 and the Chief Executive Officer is, after such payment has been made, of the view that the Player was not the Player to whom such payment should have been made, the Player shall upon being requested to do so by the Licensee in writing, refund to the Licensee the monies forwarded to him or her;
- (v) Prizes may be claimed through an Agent or by mail direct to:

The Chief Executive Officer  
New South Wales Lotteries  
2 Figtree Drive  
HOMEBUSH BAY NSW 2127

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

- (w) Any Prize to be paid in accordance with Rule 9 (c) or Rule 9 (e) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.
- (x) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (y) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (z) The Licensee accepts no responsibility or liability for lost or stolen Tickets. Registration as a Registered Player shall not entitle a person to whom a winning Ticket is registered to be paid a Prize which has been previously paid by the Licensee to the address of the Registered Player.
- (aa) Payment of Prizes in a Promotional Draw Lottery Game
  - (i) A Prize is not payable in a Promotional Draw Lottery Game unless:
    - (1) the entry submitted in a Promotional Draw Lottery Game is in the form determined by the Chief Executive Officer under Rule 8(o)(i); and

- (2) if the form of entry requires the Player to have purchased a Ticket in a Promotional Draw Lottery Game, the Ticket in the Promotional Draw Lottery Game must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Promotional Draw Lottery Game is valid,

and the claimant has complied with all conditions relating to the Promotional Draw Lottery Game advertised under Rule 9(f)(ii).

- (ii) The Licensee may record on an entry in a Promotional Draw Lottery Game a verification code or other test and use it to determine whether the entry in a Promotional Draw Lottery Game is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Promotional Draw Lottery Game, on which such a test is recorded, if the entry does not satisfy the test.

## **RULE 12 DISQUALIFICATIONS**

- (a) Notwithstanding that a Ticket may have issued, Entry in a Draw Lottery or entry in a Promotional Draw Lottery Game may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified.
- (b) The reasons for disqualification may include but are not limited to:
  - (i) tender of insufficient Fee or a dishonoured cheque or if the form of remittance is not acceptable;
  - (ii) the Player has defaulted in payment of any previous Fee;
  - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
  - (iv) Ticket fails any security tests of the Licensee;
  - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
  - (vi) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player, whose name and address is known to the Licensee, that an entry has been disqualified and the reason therefor and the Licensee shall in respect thereof refund to the Player any Subscription paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such entry.

## **RULE 13 LIMITATION OF LIABILITY**

- (a) By entering a Draw Lottery or Promotional Draw Lottery Game a Player acknowledges that he or she has entered into an agreement with the Licensee and the Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof. Any Ticket having issued in respect of an Entry in a Draw Lottery Game which is disqualified shall automatically be void and cancelled.

- (b) The Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or ticket in a Promotional Draw Lottery Game for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or ticket in a Promotional Draw Lottery Game. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 11.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) without prejudice to the generality of Rule 13(d)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize;
    - (4) the inclusion of an Entry in any particular Draw Lottery Game or entry in a Promotional Draw Lottery Game received by way of Entry Form or Automatic Entry instructions.
    - (5) the receipt and processing of a Prize claim form; or
    - (6) the cancellation of a Ticket; and
  - (iii) without prejudice to the generality of Rule 13(d)(i) and Rule 13(d)(ii), any fraudulent or unlawful act or omission on the part of the Agent or an employee, servant or contractor of the Agent in respect of:
    - (1) the processing of an Entry Form;
    - (2) the issue of a Ticket;
    - (3) the completion of a Prize claim form;
    - (4) the receipt of a Prize claim form;
    - (5) the processing of a Prize claim;

- (6) the payment of a Prize;
    - (7) the cancellation of a Ticket; and
  - (iv) any statement made by an Agent or an employee, servant or contractor of an Agent or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Agent and every Employee of an Agent shall have no liability or responsibility to a Player or any other person for or in respect of:
  - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Draw Lottery or Promotional Draw Lottery Game; and
  - (ii) without prejudice to the generality of Rule 13(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment of Prizes;
    - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
    - (3) the processing of a Ticket that has won a Prize; or
    - (4) the inclusion of an Entry in any particular Draw Lottery Game, or entry in a Promotional Draw Lottery Game received by way of Entry Form or Automatic Entry instructions.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee of the Licensee or an Agent, shall have no liability or responsibility for any consequence of interference with or interruption to any Draw Lottery or Promotional Draw Lottery Game due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or ticket in a Promotional Draw Lottery Game, an Agent shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Agent shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.

- (j) Notwithstanding the provisions of Rule 13(h), in the acceptance of Commission by an Agent or a Direct Mail Agent, on behalf of the Licensee, the Agent or Direct Mail Agent shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 13(a) to 13(j) inclusive as those protected by said Rules.

#### **RULE 14**

- (a) The Draw Lottery Rules made pursuant to the Public Lotteries Act 1996 and in force immediately prior to the date upon which these Rules take effect are rescinded.
- (b) Unless otherwise determined by the Chief Executive Officer, entries made pursuant to Rules previously in force under any earlier Licence and which relate to a Drawing or Drawings to be conducted on or after the date these Rules take effect, shall be taken to be submitted as entries in such Drawing or Drawings pursuant to those previous Rules.

#### **RULE 15**

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

**SCHEDULE 1**

**COMMISSION AND SUBSCRIPTION PAYABLE FOR DRAW LOTTERY GAMES**

<b>Draw Lottery Game</b>	<b>Commission</b>	<b>Subscription</b>
\$2.00 Jackpot Lottery	\$0.15	\$2.00
\$5.00 Jackpot Lottery	\$0.30	\$5.00