

PUBLIC LOTTERIES ACT 1996

LOTTO RULES

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the conduct of the Game of Lotto and Promotional Lotto. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 5 December 2008. 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 Game of Lotto) and Subscriptions for Games of Lotto;
- (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Lotto and Games of Promotional Lotto 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 games of Lotto;
- (v) "Ancillary Fee" means a fee which the Chief Executive Officer of the Licensee may from time to time authorise a Direct Mail Agent to charge a Player or Syndicate Player from whom a Direct Mail Agent accepts a subscription;
- (vi) "Approved" means approved in writing by the Minister;
- (vii) "Automatic Entry" means an Entry or Syndicate Entry in respect of a Game of Lotto made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) wherein:
 - (1) The selection of Numbers is made by way of a Computer Linked Terminal; or
 - (2) The Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee
- (viii) "Bounded Area" means the area indicated as such by the symbols "◇" or "◇" "on the relevant Entry Form containing Numbers;
- (ix) "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);
- (x) "Commission" means the amounts 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 or Syndicate Entry but which does not include a charge determined in accordance with Condition 17 (c) of the Licence;

- (xi) "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 Games of Lotto or Games of Promotional Lotto;
- (xii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player or Syndicate Player and in respect of details of:
 - (1) a Player's Entry in a Game of Lotto;
 - (2) a Syndicate Entry and a Syndicate Player's Syndicate Entry Share in a Game of Lotto: and
 - (3) where appropriate a Player's entry in a Game of Promotional Lotto

and which is retained or recorded on magnetic tape or otherwise stored;

- (xiii) "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 Game of Lotto and instructions with respect to a Game of Promotional Lotto from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xiv) "Director" means a Director of the Board of Directors of the Licensee;
- (xv) "Drawing" means:
 - (1) in relation to a Game of Lotto (but not including a Second Drawing) the selection of the Winning Numbers and the two Supplementary 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 Game of Lotto means the date on which the Winning Numbers and the two Supplementary Numbers are drawn in respect of that Game of Lotto 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 Game of Lotto;
- (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 Game of Lotto which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(g)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription or correct Syndicate Share Fee, as the case may be, has been paid;
- (xx) "Entry Form" means the Approved form to be completed by a Player or a Syndicate Player wishing to use this form of entry to enter a Game of Lotto and/or a Game of Promotional Lotto;
- (xxi) "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 Drawings.
- (xxii) "Fee" means the sum of the Commission and Subscription;
- (xxiii) "Game of Lotto" means a competition styled as "Lotto" under the Act, but does not include Games of Promotional Lotto;
- (xxiv) "Game of Promotional Lotto" means a public lottery conducted for the purpose of promoting a Game of Lotto, and in respect of which:
- (1) eligibility to enter is confined to Players and Syndicate Players in a Game of Lotto; and
 - (2) no further Subscription or Commission or a Syndicate Share Fee is charged;
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) "Jackpot Competition" means the next drawing of a Game of Lotto (other than a Second Drawing), as approved by the Licensee, following the drawing of a Game of Lotto (other than a Second Drawing), where there is no winner in accordance with Rule 12(e) Division 1(i) or Rule 12(f) Division 1(i);
- (xxvii) "Licence" means the Licence granted to New South Wales Lotteries

Corporation pursuant to section 12 of the Act;

(xxviii) "Licensee" means New South Wales Lotteries Corporation, a corporation constituted pursuant to section 5 of the New South Wales Lotteries Corporatisation Act 1996;

(xxix) "Malfunction" means a failure of any of the following:

- (1) the Drawing Device;
- (2) the Computer Linked Terminal;
- (3) the central processing computer equipment;

to operate in the manner in which it is designed to operate;

(xxx) "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;

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

(xxxii) "Monday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Monday of each week;

(xxxiii) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;

(xxxiv) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;

(xxxv) "Multi-Week Entry" means the Entry referred to in Rule 10;

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

(xxxvii) "Panel" means a separate matrix on an Entry Form containing the Numbers from 1 to 45 in arithmetical sequence in the Monday Competition, Wednesday Competition and Saturday Competition;

(xxxviii) "Participating Area" means a State, Territory or Country in which a person is authorised to conduct games of Lotto under a corresponding law;

(xxxix) "Player" means a person who:

- (1) has paid the correct Subscription for a valid Entry; and
- (2) holds, bears and submits a valid 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 Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;

- (xl) "Prize" means any Prize determined in accordance with Rule 12;
- (xli) "Prize Fund" means an account established under section 27 of the Act and known as the Lotto Prize Fund Account;
- (xlii) "Prize Pool" means the amount allocated for the payment of Prizes being not less than fifty five percent (55%) of Subscriptions received for a particular Game of Lotto;
- (xliii) "Prize Reserve Fund" means the fund located in the Prize Fund under section 27 of the Act and known as the Prize Reserve Fund;
- (xliv) "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;
- (xlv) "Provisional Prize" is a Prize in Division 1 and/or a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlvi) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (xlvii) "Registered Player" means a Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Player;
- (xlviii) "Registered Syndicate Player" means a Syndicate Player whose personal details have been provided to the Licensee and have been recorded for the purpose of providing a player registration service (which may be approved from time to time by the Chief Executive Officer) to that Syndicate Player;
- (xlix) "Rules" means these Rules made under the Public Lotteries Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (l) "Saturday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Saturday of each week;
- (li) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto in accordance with the Rules;
- (lii) "Standard Entry" means the Entry referred to in Rule 8;
- (liii) "Subscription" means the amounts Approved, excluding Commission and any amount determined in accordance with the Licence, which a Player shall be charged for an Entry;
- (liv) "Supplementary Numbers" in relation to a Game of Lotto means the seventh and eighth Numbers drawn for each Game of Lotto;
- (lv) "Syndicate Entry" means an Entry which is prescribed in:

- (1) column 3 of Schedule 3; or
- (2) column 3 of Schedule 4;
- (lvi) "Syndicate Entry Share" means a share of a Syndicate Entry which is prescribed in:
 - (1) column 4 of Schedule 3; or
 - (2) column 4 of Schedule 4;
- (lvii) "Syndicate Player" means a person who:
 - (1) has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize; and

includes a person who has validly entered a Game of Promotional Lotto and who holds, bears and submits a ticket in the Game of Promotional Lotto to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (lviii) "Syndicate Share Fee" means the amount specified in:
 - (1) Column 5 of Schedule 3; or
 - (2) Column 5 of Schedule 4;
- (lix) "Systems Entry" means the Entry referred to in Rule 9;
- (lx) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Subscription for a valid Entry in a Game of Lotto or that a Syndicate Player has paid the correct Syndicate Share Fee for a valid Syndicate Entry Share in a Game of Lotto, and which:
 - (1) contains Entry or Syndicate Entry Share 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 as determined by the Licensee;
- (lxi) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket;
- (lxii) "Wednesday Competition" means the Game of Lotto drawn, unless the Licensee determines otherwise, on the Wednesday of each week;
- (lxiii) "Winning Numbers" in relation to a Game of Lotto (including a Second

Drawing) means the first six numbers drawn for each Game of Lotto.

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

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

- (a) These Rules are to be read subject to the Act and shall apply, where the context permits, to every Game of Lotto and Game of Promotional Lotto.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players and Syndicate Players.
- (c) Games of Lotto will be drawn on Monday, Wednesday and Saturday of each week unless the Licensee determines otherwise.
- (d) Drawings undertaken in the State of New South Wales shall be conducted by the Licensee and supervised by a person or persons nominated by the Minister in accordance with drawing procedures agreed between the Licensee and the Minister's nominee(s);

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

Where a Malfunction in a Drawing Device occurs:

- (i) only the Number/s drawn before a Malfunction has commenced shall be Winning Numbers and/or Supplementary Number/s;
- (ii) in the event that any Winning Number/s and/or Supplementary Number/s are still to be selected after the Malfunction:
 - (1) the Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall commence or re-commence as the case may be, using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (e) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body for the State or Territory in which the Drawings are conducted.
- (f) The Licensee may conduct a Game of Promotional Lotto in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer,

the conduct of a Game of Promotional Lotto in conjunction with another Game of Lotto or separately from a Game of Lotto or otherwise in conjunction with another lottery conducted by the Licensee.

- (g) A Game of Promotional Lotto shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) The Prize structure for a Game of Promotional Lotto shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players and Syndicate Players during the period of each Game of Promotional Lotto.
- (i) During the period in which the Licensee accepts entries in a Game of Promotional Lotto some of the Prizes in the approved Prize structure may already have been won when a Player or Syndicate Player enters the Game of Promotional Lotto leaving the balance of Prizes still available to be won by Players and Syndicate Players at the time of their respective entries.
- (j) There shall be no obligation or liability imposed upon the Licensee whatsoever to advise or otherwise inform prospective Players and Syndicate Players in a Game of Promotional Lotto of the number, nature or value of Prizes still available to be won by them at the time of their proposed entry into a Game of Promotional Lotto.
- (k) A ticket in a Game of Promotional Lotto may include one or more Prizes to be won on the same ticket.
- (l) A Game of Promotional Lotto may require the Player or Syndicate Player to have a winning Number on more than one ticket in order to win a Prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Game of Lotto and shall be binding on all Players and Syndicate Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Form and Ticket these Rules shall prevail.
- (c) Where the context permits, these Rules shall apply to each Game of Promotional Lotto and shall be binding on all Players and Syndicate Players.
- (d) By entering a Game of Lotto or a Game of Promotional Lotto Players and Syndicate Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) 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 a delegate to perform a function under these Rules which function would otherwise be required to be performed by the Chief Executive Officer. Such appointment shall be on such terms and conditions as the Chief Executive Officer may determine.
- (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 Game of Lotto is to select six (6) Numbers in a Panel, which Numbers are the same as the Winning Numbers.

RULE 5 ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO

- (a) In order for an Entry or Syndicate Entry Share to be eligible for inclusion in a Game of Lotto, before the Drawing of that Game of Lotto;
 - (i) the Entry or Syndicate Entry Share must have been recorded by the central processing computer equipment;
 - (ii) a valid Ticket must have issued by the Computer Linked Terminal;
 - (iii) the Entry or Syndicate Entry Share details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
 - (iv) the Player or Syndicate Player must have paid the Subscription or Syndicate Share Fee as the case may be in relation to such Entry or Syndicate Entry Share.
- (b) Any Ticket issued shall be subject to Rule 6(f) hereof.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Form shall consist of Panels that must be completed by the Player in the numerical order shown on the said form commencing with the top left hand Panel. A Player or Syndicate 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 or Syndicate Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) Where an Entry Form is used to effect an Entry or a Syndicate Entry Share, each Number selected must be Marked.
- (c) Each Entry Form for the Monday Competition, Wednesday Competition and Saturday Competition will contain Bounded Areas "Mon", "Wed" and "Sat". An Entry or Syndicate Entry Share in the Monday Competition and/or Wednesday Competition and/or Saturday Competition must be effected by Marking "Mon" and/or "Wed" and/or "Sat" on the Entry Form. An Entry or Syndicate Entry Share in the Monday Competition only must be effected by Marking "Mon" on the Entry Form. An Entry or Syndicate Entry Share in the Wednesday Competition only must be effected by Marking "Wed" on the Entry Form. An Entry or Syndicate Entry Share in the Saturday Competition only must be made by Marking "Sat" on the Entry Form. In the case of an Entry submitted by post, if none of "Mon", "Wed" or "Sat" is Marked on the Entry Form the

Chief Executive Officer shall determine the Competition(s) in which entry shall be effected.

- (d) A completed Entry Form or any other approved 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 or Syndicate Player. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Entry Form or other approved Entry at the time of presentation to the Agent for processing.
- (e) Subject to paragraph (g) below acceptance of a Ticket by a Player or Syndicate Player shall constitute the Player's or Syndicate Player's acknowledgment of the correctness of the details (including Entry or Syndicate Entry Share details) thereon. The Ticket issued to a Player or Syndicate Player shall be the only form issued by the Licensee or its Agent or Direct Mail Agent to the Player or Syndicate Player evidencing the Player's or Syndicate Player's Entry or Syndicate Player's Syndicate Entry Share, as the case may be. It is the responsibility of the Player or Syndicate Player to check the accuracy of all details on the Ticket at the time it is received by a Player or Syndicate Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been taken by the Player or Syndicate Player from the Agent.
- (f) In the event that the details recorded on the Player's or Syndicate Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player or Syndicate Player shall be entitled to and the Player or Syndicate Player shall be bound by any such determination.
- (g) Subject to Rule 19(m), 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 Drawing of the Game of Lotto entered.
- (h) An Agent who has sold a Ticket may cancel a Ticket, with the approval of the Licensee, on the day of purchase of the Ticket, prior to the Drawing of the Game of Lotto entered. When a Ticket has been cancelled by an Agent, the Player or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, 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.
- (i) The Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the Drawing of the Game of Lotto 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 or Syndicate Player shall be refunded the Subscription or Syndicate Share Fee, as the case may be, 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.
- (j) 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

(k) Where Numbers in a Game of Lotto have been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the Computer Records but:

- (i) no Subscription or Syndicate Entry Fee has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of selling for the Drawing in respect of that Game of Lotto; and
- (ii) such Agent has failed to cancel the Numbers before the Drawing; then

such Agent shall be liable for and shall meet the cost of the Subscription or Syndicate Share Fee, as the case may be, in respect of the Numbers and in such case, for the purposes of these Rules, such Agent shall be considered:

- (iii) to have paid the Subscription or Syndicate Share Fee, as the case may be; and
- (iv) shall be considered a Player or Syndicate Player as the case may be; and
- (v) shall be the holder of the Entry or Syndicate Entry Share, as the case may be.

(l) 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.

(m) 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 Game of Lotto 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.

(n) 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.

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

(p) Where an Automatic Entry is made the Subscription and Commission shall be calculated in the manner envisaged by Rules 8, 9 and 10.

RULE 7 COMMISSION

The Licensee is Approved to charge a Player Commission in the amounts specified in these Rules in Schedule 1 in respect of the Monday Competition and Wednesday Competition and in Schedule 2 in respect of the Saturday Competition. By entering a Game of Lotto the Player accepts liability to pay the Commission to the Licensee. By entering a Game of Lotto a Syndicate Player accepts liability to pay to the Licensee that part of the Commission payable in respect of a Syndicate Share Fee. The Subscriptions quoted in Rules 8, 9 and 10 exclude Commission.

RULE 8 STANDARD ENTRY

- (a) A Standard Entry is the selection of six (6) Numbers which may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Standard Entry, six (6) Numbers shall have been Marked in each Panel completed on that form.
- (c) No fewer than four (4) Panels must be completed on an Entry Form in respect of each Standard Entry. Additional Panels may be completed up to the total number of Panels shown on the Entry Form. Any additional Panels Marked on an Entry Form must be completed in multiples of two (2) in numerical order.
- (d) The Subscription for each Standard Entry shall be:
 - (i) In respect of both the Monday Competition and Wednesday Competition, \$3.20 where four (4) Panels have been Marked on an Entry Form and \$1.60 for each set of two (2) additional Panels selected on that form.
 - (ii) In respect of both the Monday Competition and Saturday Competition, \$3.80 where four (4) Panels have been Marked on an Entry Form and \$1.90 for each set of two (2) additional Panels selected on that form.
 - (iii) In respect of both the Wednesday Competition and Saturday Competition, \$3.80 where four (4) Panels have been Marked on an Entry Form and \$1.90 for each set of two (2) additional Panels selected on that form.
 - (iv) In respect of the Monday Competition, Wednesday Competition and Saturday Competition, \$5.40 where four (4) Panels have been Marked on an Entry Form and \$2.70 for each set of two (2) additional Panels selected on that form.
 - (v) In respect of either the Monday Competition or Wednesday Competition, \$1.60 where four (4) Panels have been Marked on an Entry Form and \$0.80c for each set of two (2) additional Panels selected on that form.
 - (vi) In respect of the Saturday Competition, \$2.20 where four (4) Panels have been Marked on an Entry Form and \$1.10 for each set of two (2) additional Panels selected on that form.
- (e) If more than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by

post, the Licensee shall disregard the highest Numbers in descending arithmetical sequence until six (6) Marked Numbers remain.

- (f) If less than six (6) Numbers in a Panel are Marked on an Entry Form in respect of a Standard Entry which has been forwarded to the Licensee by post entry into a Game of Lotto shall not take effect and the Licensee shall return the Entry Form together with any Fees therewith to the Player.

RULE 9 SYSTEMS ENTRY

- (a) A Systems Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) Where an Entry Form is used in respect of a Systems Entry, more than six (6) Numbers shall be Marked in a Panel; so that seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers may be Marked in a Panel on that form.
- (c) Only one (1) system may be selected in respect of a Systems Entry, and where effected on an Entry Form shall be made by Marking the appropriate Bounded Area on the Entry Form. That system shall apply to all Panels completed on that Entry Form.
- (d) Where a Systems Entry is effected by an Entry Form, the Numbers shall be Marked on that Entry Form in accordance with the system selected. In each Panel completed the following shall be Marked:

System 7 - seven (7) Numbers

System 8 - eight (8) Numbers

System 9 - nine (9) Numbers

System 10 - ten (10) Numbers

System 11 - eleven (11) Numbers

System 12 - twelve (12) Numbers

System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers

System 15 - fifteen (15) Numbers

System 16 - sixteen (16) Numbers

System 17 - seventeen (17) Numbers

System 18 - eighteen (18) Numbers.

- (e) In respect of a Syndicate Entry where an Entry Form is used:
- (i) For the Monday Competition or the Wednesday Competition Numbers shall be Marked in a Panel in respect of a Systems Entry; so that eight (8), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on an Entry Form; and

- (ii) For the Saturday Competition Numbers shall be Marked in a Panel in respect of a Systems Entry; so that nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17) or eighteen (18) Numbers shall be Marked in a Panel on an Entry Form; and
- (iii) the appropriate Bounded Area shall be Marked on the Entry Form to select the particular system; and
- (iv) only one (1) system may be selected on an Entry Form in respect of a Systems Entry. That system shall apply to all Panels completed on that Entry Form; and
- (v) the Numbers on an Entry Form in respect of a Systems Entry shall be Marked in accordance with the system selected. In each Panel completed, the following shall be Marked:

In respect of the Monday competition or the Wednesday competition:

System 8 - eight (8) Numbers

System 10 - ten (10) Numbers

System 11 - eleven (11) Numbers

System 12 - twelve (12) Numbers

System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers

System 15 - fifteen (15) Numbers

System 16 - sixteen (16) Numbers

System 17 - seventeen (17) Numbers

System 18 - eighteen (18) Numbers.

In respect of the Saturday competition:

System 9 – nine (9) Numbers

System 10 - ten (10) Numbers

System 11 - eleven (11) Numbers

System 12 - twelve (12) Numbers

System 13 - thirteen (13) Numbers

System 14 - fourteen (14) Numbers

System 15 - fifteen (15) Numbers

System 16 - sixteen (16) Numbers

System 17 - seventeen (17) Numbers

System 18 - eighteen (18) Numbers.

- (f) Notwithstanding any other provision in these Rules, where a Mark on an Entry Form in respect of a Systems Entry which has been forwarded to the Licensee by post has not been made in accordance with Rule 9(c), or where the Numbers Marked in any Panel are inconsistent with the system selected under Rules 9(d) and 9(e), the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Systems Entry and interpret any selections on the Entry Form in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Systems Entry shall be included in that Game of Lotto and any subsequent evaluation thereof for the purpose of determining the Player's entitlement to a Prize shall be made in accordance with the Chief Executive Officer's interpretation.
- (g) Any number of Panels up to the total number of Panels on the Entry Form may be completed on that Entry Form in respect of a Systems Entry in numerical order.
- (h) The Subscriptions for a Systems Entry are:
 - (i) in respect of an Entry into both the Monday Competition and Wednesday Competition:

System Number	Equivalent Number of Standard Panels entered in both the Monday and Wednesday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	5.60	7
8	28	22.40	8
9	84	67.20	9
10	210	168.00	10
11	462	369.60	11
12	924	739.20	12
13	1716	1,372.80	13
14	3003	2,402.40	14
15	5005	4,004.00	15
16	8008	6,406.40	16
17	12376	9,900.80	17
18	18564	14,851.20	18

- (ii) in respect of an Entry into either the Monday Competition or Wednesday Competition:

System Number	Equivalent Number of Standard Panels entered in the Monday or Wednesday Competition	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	2.80	7
8	28	11.20	8
9	84	33.60	9

10	210	84.00	10
11	462	184.80	11
12	924	369.60	12
13	1716	686.40	13
14	3003	1,201.20	14
15	5005	2,002.00	15
16	8008	3,203.20	16
17	12376	4,950.40	17
18	18564	7,425.60	18

(iii) in respect of an Entry into the Monday Competition and Wednesday Competition and Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in the Monday, Wednesday and Saturday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	9.45	7
8	28	37.80	8
9	84	113.40	9
10	210	283.50	10
11	462	623.70	11
12	924	1,247.40	12
13	1716	2,316.60	13
14	3003	4,054.05	14
15	5005	6,756.75	15
16	8008	10,810.80	16
17	12376	16,707.60	17
18	18564	25,061.40	18

(iv) in respect of an Entry into the Monday Competition and Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in the Monday and Saturday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	6.65	7
8	28	26.60	8
9	84	79.80	9
10	210	199.50	10
11	462	438.90	11
12	924	877.80	12
13	1716	1,630.20	13
14	3003	2,852.85	14
15	5005	4,754.75	15

16	8008	7,607.60	16
17	12376	11,757.20	17
18	18564	17,635.80	18

- (v) in respect of an Entry into the Wednesday Competition and Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in the Wednesday and Saturday Competitions	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	6.65	7
8	28	26.60	8
9	84	79.80	9
10	210	199.50	10
11	462	438.90	11
12	924	877.80	12
13	1716	1,630.20	13
14	3003	2,852.85	14
15	5005	4,754.75	15
16	8008	7,607.60	16
17	12376	11,757.20	17
18	18564	17,635.80	18

(vi) in respect of an Entry into the Saturday Competition:

System Number	Equivalent Number of Standard Panels entered in the Saturday Competition	Subscription per Panel \$	Number of Bounded Areas to be Marked in each Panel
7	7	3.85	7
8	28	15.40	8
9	84	46.20	9
10	210	115.50	10
11	462	254.10	11
12	924	508.20	12
13	1716	943.80	13
14	3003	1,651.65	14
15	5005	2,752.75	15
16	8008	4,404.40	16
17	12376	6,806.80	17
18	18564	10,210.20	18

RULE 10 MULTI-WEEK ENTRY

- (a) A Multi-Week Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Multi-Week Entry may be made in respect of any of the consecutive Games of Lotto prescribed in Rule 10 (d).
- (c) Either a Standard Entry or System Entry shall be selected by Marking the appropriate Bounded Area on the Entry Form.

- (d) A Multi-Week Entry may be made in:
- (i) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions;
 - (ii) Two (2), five (5), ten (10) or twenty five (25) consecutive Wednesday Competitions;
 - (iii) Two (2), five (5), ten (10) or twenty five (25) consecutive Saturday Competitions;
 - (iv) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions and Wednesday Competitions or Wednesday Competitions and Monday Competitions;
 - (v) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions, Wednesday Competitions and Saturday Competitions or Wednesday Competitions, Saturday Competitions and Monday Competitions or Saturday Competitions, Monday Competitions and Wednesday Competitions; and
 - (vi) Two (2), five (5), ten (10) or twenty five (25) consecutive Monday Competitions and Saturday Competitions or Saturday Competitions and Monday Competitions or Saturday Competitions and Wednesday Competitions or Wednesday Competitions and Saturday Competitions.
- (e) Where an Entry Form is used in respect of a Multi-Week Entry, the number of consecutive Games of Lotto to be entered shall be selected by Marking the appropriate Bounded Area on that Entry Form.
- (f) If a Multi-Week Entry Form is forwarded to the Licensee by post with no Bounded Area Marked in accordance with Rule 10(e), the Multi-Week Entry Form shall be taken to be an Entry:
- (i) in respect of the Monday Competition and Wednesday Competition where "Mon" and "Wed" have been Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions and Wednesday Competitions or Wednesday Competitions and Monday Competitions; or
 - (ii) in respect of the Monday Competition and Saturday Competition where "Mon" and "Sat" have been Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions and Saturday Competitions or Saturday Competitions and Monday Competitions; or
 - (iii) in respect of the Wednesday Competition and Saturday Competition where "Wed" and "Sat" have been Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Wednesday Competitions and Saturday Competitions or Saturday Competitions and Wednesday Competitions; or
 - (iv) in respect of the Monday Competition, Wednesday Competition and Saturday Competition where "Mon", "Wed" and "Sat" have been

Marked or are taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions, Wednesday Competitions and Saturday Competitions or two (2) consecutive Wednesday Competitions, Saturday Competitions and Monday Competitions or two (2) consecutive Saturday Competitions, Monday Competitions and Wednesday Competitions; or

- (v) in respect of the Monday Competition, Wednesday Competition and Saturday Competition where “Mon” or “Wed” or “Sat” has been Marked or is taken to have been Marked on an Entry Form - for a minimum of two (2) consecutive Monday Competitions or Wednesday Competitions or Saturday Competitions.
- (g) Subscriptions for a Multi-Week Entry are the total of Subscriptions that would have been payable for an Entry in the Monday Competitions, Wednesday Competitions and Saturday Competitions, or the Monday Competitions and/or Wednesday Competitions and/or Saturday Competitions multiplied by the number of consecutive Games of Lotto in which the Entry is made under this Rule 10 (d) or (f).

RULE 11 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player or a Syndicate Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Game of Lotto or a Game of Promotional Lotto.
- (c) An Entry or Automatic Entry may only be made through:
 - (i) an Agent; or

- (ii) a Direct Mail Agent; or
 - (iii) except as provided in Rule 19(n), by post in accordance with paragraphs (i), (l) and (m) of this Rule 11 provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) The correct Fee or Syndicate Share Fee and player registration fee (if applicable) must be paid by a Player or Syndicate Player to an Agent or to a Direct Mail Agent or to the Licensee in respect of an Entry or Syndicate Entry Share;
- (e) The form of payment of the Fee or Syndicate Share Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
 - (i) If anonymity is desired the Player or Syndicate Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player or Registered Syndicate Player. Players or Syndicate Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's or Syndicate Player's name and address pursuant to the provisions of Rule 13(b)(i) 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 this Rule 11(f) (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.
- (g) All Marks appearing on an Entry Form are taken to be made or given exclusively by the Player in respect of an Entry, or the Syndicate Player in respect of a Syndicate Entry.
- (h) Where a Player submits an Entry Form or other form of Entry, or in the case of a Syndicate Entry, where a Syndicate Player purchases a Syndicate Entry Share, as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player or Syndicate Player.
- (i) An Entry Form or Automatic Entry instructions must be received by the Licensee or an Agent in sufficient time to be processed before the Drawing of the first Monday Competition or Wednesday Competition or Saturday Competition relating to that Entry or Syndicate Entry. For the purposes of this paragraph an Entry or Syndicate Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer

Linked Terminal.

- (j) Other than as provided for in Rules 6(g) and 19(m) no Ticket may be withdrawn or altered after issue to a Player or Syndicate Player without the consent of the Licensee.
- (k) 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.

- (l) 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 processed before the Drawing of the first Monday Competition and/or Wednesday Competition and/or Saturday Competition for which it has been received. The Licensee will post the said form 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.

- (m) 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.
- (n) Form of entry in a Game of Promotional Lotto
 - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto;
 - (ii) Without limiting Rule 11 (n)(i), the form of entry in a Game of Promotional Lotto 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 Game of Promotional Lotto is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Game of Promotional Lotto:
 - (1) constitutes the Player's or Syndicate Player's official receipt;

- (2) is, following its acceptance, to constitute the Player's or Syndicate Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
- (3) is to be the only document issued by the Licensee, its Agents or Direct Mail Agents to the entrant evidencing the processing of an entry in the Game of Promotional Lotto.

RULE 12 DETERMINATION OF PRIZES

- (a) Prizes for each Game of Lotto shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund in accordance with the provisions and classifications of Rule 12 (e), Division 1, Division 2, Division 3, Division 4 and Division 5, and Rule 12 (f), Division 1, Division 2, Division 3, Division 4 and Division 5.
- (b) Any such Prize shall, where only one (1) Entry or Syndicate Entry is eligible for that Prize, be payable in respect of that Entry or Syndicate Entry, or shall, where two (2) or more Entries and/or Syndicate Entries are eligible for that Prize, be shared equally between those Entries and/or Syndicate Entries.
- (c) Where a Syndicate Entry is eligible for a Prize, such Prize shall be divided by the number of Syndicate Entry Shares in the Syndicate Entry to determine the amount payable in respect of each Syndicate Entry Share.
- (d) Subject to Rule 12(c), the amount payable in respect of a Syndicate Entry Share shall be rounded up to the nearest five (5) cents. Monies required for rounding up shall be drawn from the Prize Reserve Fund.
- (e) Monday and Wednesday Competitions

In respect of the Monday Competition and Wednesday Competition, unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Division 1 (ii) of this paragraph (e) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

Division 1 -

- (i) A Prize of an amount equal to 54.4% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) of the Winning Numbers.
- (ii) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 54.4% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) of the Winning Numbers in the Jackpot Competition.

Division 2 -

A Prize of an amount equal to 3.0% shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 -

A Prize of an amount equal to 5.5% of the Prize Pool, or where there is no Prizewinner in Division 2, 8.5% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 -

An amount equal to 15.6% of the Prize Pool shall be allocated to this Division, or

- (i) where there is no Prizewinner in Division 3, 21.1% of the Prize Pool; or
- (ii) where there are no Prizewinners in Divisions 2 and 3, 24.1% of the Prize Pool

shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Numbers;

Division 5 -

A Prize of an amount equal to 21.5% of the Prize Pool, or

- (i) where there is no Prizewinner in Division 4, 37.1% of the Prize Pool; or
- (ii) where there are no Prizewinners in Divisions 3 and 4, 42.6% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 2, 3 and 4, 45.6% of the Prize Pool

shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

(f) Saturday Competition

In respect of the Saturday Competition, unless otherwise Approved, the Prize Pool will be distributed in the following indicative percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than the Division 1 Prize Pool shall be subject to a rounding off process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Division 1 Prize Pool. Where a rounding down process has occurred, the excess monies shall be paid into the Division 1 Prize Pool. Where there is no winner in any one division, subject to the provisions of Division 1 (ii) of this paragraph (f) the percentage of the Prize Pool specified in that division shall be added to the percentage of the Prize Pool specified in the next lower division that contains a winning Entry or Entries or Syndicate Entry or Syndicate Entries in the order as shown below.

Division 1 -

- (i) A Prize of an amount equal to 28% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all six (6) of the Winning Numbers.
- (ii)
 - (A) If no Prize in this Division is payable in respect of any Entry or Syndicate Entry, an amount equal to 28% of the Prize Pool shall be retained in the Prize Fund so as to form part of the monies payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains all the Winning Numbers in the Jackpot Competition;
 - (B) Subject to Rule 12 (f) (ii) (C), in the event that there are

no winners of the Jackpot Competition referred to in 12 (f) (ii) (A), the amount held in the Prize Fund applicable to that Jackpot Competition shall form part of the Division 1 Prize Pool for the next consecutive Game of Lotto;

- (C) In the event that there are no winners of the Division 1 Prize in the fourth (4th) consecutive Jackpot Competition, (being the fifth (5th) consecutive Game of Lotto), then the amount held in the Prize Fund as the total prizemoney payable in respect of the fourth (4th) Jackpot Competition shall be added to the prizemoney allocated to the next lower division in which a prize is payable in respect of an Entry or Syndicate Entry or Entries or Syndicate Entries in the fifth (5th) consecutive Game of Lotto.

Division 2 -

Subject to Rule 12 (f) (ii) (C), a Prize of an amount equal to 6.3% of the Prize Pool shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but not more than five (5) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

Division 3 -

Subject to Rule 12 (f) (ii) (C), a Prize of an amount equal to 11.9% of the Prize Pool or, where there is no Prizewinner in Division 2, 18.2% of the Prize Pool, shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains five (5) but no more than five (5) of the six (6) Winning Numbers.

Division 4 -

Subject to Rule 12 (f) (ii) (C), a Prize of an amount equal to 20.6% of the Prize Pool; or

- (i) where there is no Prizewinner in Division 3, 32.5% of the Prize Pool; or
- (ii) where there are no Prizewinners in Divisions 2 and 3, 38.8% of the Prize Pool

shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains four (4) but not more than four (4) of the six (6) Winning Numbers.

Division 5 -

Subject to Rule 12 (f) (ii) (C), a Prize of an amount equal to 33.2% of the Prize Pool; or

- (i) where there is no Prizewinner in Division 4, 53.8% of the Prize Pool; or

- (ii) where there are no Prizewinners in Divisions 3 and 4, 65.7% of the Prize Pool; or
- (iii) where there are no Prizewinners in Divisions 2, 3 and 4, 72.0% of the Prize Pool

shall be payable in respect of any Entry or Syndicate Entry which, or shall be shared equally between any two (2) or more Entries and/or Syndicate Entries each of which, contains three (3) but not more than three (3) of the six (6) Winning Numbers together with one (1) or both of the Supplementary Numbers.

(g) 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 Game of Lotto whether following a Monday Competition, and/or Wednesday Competition and/or Saturday Competition, provided that:

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

(h) A Game of Lotto may include:

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

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

(i) Prizes in a Game of Promotional Lotto

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

(j) Determination of Prizes in a Game of Promotional Lotto

- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Lotto.
- (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Game of Promotional Lotto conducted by it.
- (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Game of Promotional Lotto, including (but not limited to) the following:
 - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
 - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
 - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
 - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
 - (5) the conversion of any Prize (or part of a Prize) provided by the

Licensee or by another person or body into a monetary equivalent.

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

RULE 13 ANNOUNCEMENT OF PROVISIONAL PRIZE WINNERS AND PRIZE-WINNERS

- (a) Following each Drawing of a Game of Lotto the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the Winning Numbers and the Supplementary Numbers;
 - (ii) the amount of the Prize Pool allocated to each Division;
 - (iii) the value of the Provisional Prizes and the number of Provisional Prize Winners; and
 - (iv) the value of Prizes and the number of Prize-winners in respect of Division 2, Division 3, Division 4 and Division 5.
- (b) Following each Drawing of a Game of Lotto the Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) the names and addresses of Provisional Prize Winners except where either anonymity applies in accordance with Rule 11(f)(i) or where Provisional Prize Winners are not Registered Players or Registered Syndicate Players;
 - (ii) information on the manner of payment of Prizes; and
 - (iii) the manner in which claims under Rules 14(a), 14 (b), 14(i) and 14(k) must be made.
- (c) Where appropriate the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Game of Promotional Lotto as soon as possible after the completion of such Game of Promotional Lotto.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 14 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES AND PROVISIONAL PRIZES

In relation to a Game of Lotto:

- (a)
 - (i) Other than as provided for Registered Players and Registered Syndicate Players, any Provisional Prize (or in the case of a

Syndicate Entry, a share of 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 14(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 14(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Provisional Prize (or in the case of a Syndicate Entry, a Registered Syndicate Player winning a share of a Provisional Prize) exceeding \$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 (or in the case of a Syndicate Entry, any share of a Provisional Prize won by a Registered Syndicate Player) the Chief Executive Officer may require that Registered Player or Registered Syndicate Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l) hereof;
- (c) Where a Registered Player or Registered Syndicate Player has been requested to claim the Provisional Prize in accordance with Rule 14(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 14(d) hereof;
- (d) A Provisional Prize or Share of a Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period 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 (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by 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 therefrom;
- (f) For a Player or Syndicate Player who is not a Registered Player or Registered Syndicate Player, any Prize (or in the case of a Syndicate Entry, any share of a Prize) not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player or Syndicate Player, upon surrender of a winning Ticket, by 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 14(a), 14(b), 14(c), 14(d) and 14(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) A Prize or, in the case of a Syndicate Entry, a share of a Prize, not paid by an Agent in accordance with Rule 14(f) will be paid by the Licensee by cheque, or at the discretion of the Licensee by electronic funds transfer, 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. A sum representing the cost of processing as approved by the Chief Executive Officer will be deducted from the Prize or share of a Prize so paid;

- (i) A:
- (i) Registered Player or Registered Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) pursuant to Rule 14(b) and who has not been notified within five (5) days in accordance with Rule 14(b) and/or whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
 - (ii) Player or Syndicate Player who claims to be entitled to a Provisional Prize (or in the case of a Syndicate Entry a share of a Provisional Prize) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim immediately by written application to the Licensee at the address printed on the Prize claim form and such Prize claim form must contain or be accompanied by the like particulars set out in Rule 14(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 14(i) will be rejected and the Licensee shall have no liability in relation thereto;

- (j) The Entry or Syndicate Entry subject of a claim for a Provisional Prize made in accordance with Rule 14(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry or winning Syndicate Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner;

- (k) A:
- (i) Player or Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
 - (ii) Registered Player or Registered Syndicate Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 14(e);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 14(l);

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

- (iii) the Numbers included on the relevant numbered line on the Ticket;
 - (iv) the Player's or Syndicate Player's registration number if a Registered Player or Registered Syndicate Player;
 - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
 - (vi) such further evidence or information as the Licensee requires;
- (m) Notwithstanding the provisions of this Rule 14, if an Entry or Syndicate Entry which would otherwise have been entitled to a Prize or share of a Prize not exceeding \$1000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player or Syndicate Player the same Prize or share of a Prize as is being paid to winning Players or winning Syndicate Players or such other Prize amount or Share of a Prize amount as determined by the Chief Executive Officer;
- (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 (or in the case of a Syndicate Entry a share of a Prize or a Provisional Prize) to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize (or, in the case of a Syndicate Entry, is the Syndicate Player entitled to a share of that Prize or Provisional Prize). Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the Player or Syndicate Player may fail to meet one or more of the elements (1) or (2) contained in Rules 1(a)(xxxix) or 1(a)(lvii) or may fail to meet some or all of 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 or Syndicate Player in accordance with these Rules;
- (p) Subject to Rule 14(i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries or Syndicate Entries entitled thereto or the amount thereof;
- (q) The payment of a Prize or share of a Prize to any Player or Syndicate Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales;
- (r) Subject to section 27 of the Act, all unclaimed or uncollected Prizes or shares of Prizes shall be retained in the Prize Fund for payment to the Players or Syndicate Players entitled thereto;
- (s) Remittances for payments of Prizes or shares of Prizes may include all Prizes or shares of Prizes won on the same Ticket;
- (t) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct:

- (i) by hand upon any conditions that the Chief Executive Officer may determine;
 - (ii) by post whether certified, registered, or ordinary post; or
 - (iii) as otherwise directed in writing by the Player or Syndicate Player;
- (u) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player or Registered Syndicate Player, to the name and address appearing on the Licensee's records relating to that Player or Syndicate Player.

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

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

- (y) Any Prize or share of a Prize to be paid in accordance with Rule 12(g) or Rule 12(i) 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;
- (z) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (aa) The Licensee shall be entitled, in its absolute discretion, to recognise the

person who holds, bears and submits a Ticket as the Prize winner.

- (ab) 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.
- (ac) Payment of Prizes in a Game of Promotional Lotto
 - (i) A Prize is not payable in a Game of Promotional Lotto unless:
 - (1) the entry submitted in a Game of Promotional Lotto is in the form determined by the Chief Executive Officer under Rule 11(n)(i); and
 - (2) if the form of entry requires the Player or Syndicate Player to have purchased a Ticket in a Game of Lotto, the Ticket in the Game of Lotto must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game of Lotto is valid,

and the claimant has complied with all conditions relating to the Game of Promotional Lotto advertised under Rule 12(j)(ii).
 - (ii) The Licensee may record on an entry in a Game of Promotional Lotto a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto, on which such a test is recorded, if the entry does not satisfy the test.

RULE 15 DISQUALIFICATIONS

- (a) Notwithstanding that:
 - (i) a Ticket may have issued; or
 - (ii) a Drawing has occurred in respect of a Ticket;

an Entry or a Syndicate Entry Share in a Game of Lotto or entry in a Game of Promotional Lotto may be disqualified and no Prize claim shall be made in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry or a Syndicate Entry Share in a Game of Lotto which is disqualified shall automatically be void and cancelled.
- (b) The reasons for disqualification may include but are not limited to:
 - (i) tender of insufficient Fee or, in the case of a Syndicate Entry Share, insufficient Syndicate Share Fee, a dishonoured cheque or if the form of remittance is not acceptable;
 - (ii) the Player or Syndicate Player has defaulted in payment of any previous Fee or Syndicate Share Fee;
 - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);

- (iv) Ticket fails any security tests of the Licensee;
 - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
 - (vi) a Malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
 - (vii) any other breach of these Rules which justifies disqualification.
- (c) The Licensee shall use its best endeavours to notify a Player or Syndicate Player, whose name and address is known to the Licensee, that an Entry or Syndicate Entry Share has been disqualified and the reason therefore and the Licensee shall in respect thereof refund to the Player any Subscription paid or to the Syndicate Player any Syndicate Share Fee paid less that part of the Syndicate Share Fee that represents the relevant proportion of Commission. Where the Licensee does not know of the name and address of a Player or Syndicate Player the Licensee shall publicise, in a manner determined by the Chief Executive Officer, the disqualification of such Entry or Syndicate Entry Share.

RULE 16 LIMITATION OF LIABILITY

- (a) By entering a Game of Lotto or Game of Promotional Lotto a Player or Syndicate 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.
- (b) The Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof shall have no responsibility or liability to a Player or Syndicate Player or any other person by reason of the loss or destruction of a Ticket or a ticket in a Game of Promotional Lotto for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription (or in the case of a Syndicate Entry that part of the Syndicate Share Fee that represents the relevant proportion of Subscription) paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize or a Syndicate Player who claims a share in a Prize and is unable to submit a Ticket or a ticket in a Game of Promotional Lotto. The Licensee shall have discharged all liability in relation to payment of a Prize or share of a Prize by making payment to a person in accordance with Rule 14.
- (d) The Licensee, Directors, the Chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto or Game of Promotional Lotto; and
 - (ii) without prejudice to the generality of Rule 16(d)(i) hereof, any negligence, omission, delay or failure in relation to:

- (1) the payment of a Prize or share of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize or share of a Prize;
 - (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in a Game of Promotional Lotto received by way of Entry Form or Automatic Entry;
 - (5) the receipt and processing of a Prize claim form; or
 - (6) the cancellation of a Ticket; and
- (iii) without prejudice to the generality of Rule 16(d)(i) and Rule 16(d)(ii), any fraudulent or unlawful act or omission on the part of the 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 Syndicate Player or any other person for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Lotto or Game of Promotional Lotto; and
 - (ii) without prejudice to the generality of Rule 16(e)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of a Prize or share of a Prize;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize or share of a

Prize; or

- (4) the inclusion of an Entry or Syndicate Entry in any particular Game of Lotto or entry in any particular Game of Promotional Lotto received by way of Entry Form or Automatic Entry.
- (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 Syndicate Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.
- (g) The Licensee, Directors, the Chief Executive Officer, each and every 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 Game of Lotto or Game of Promotional Lotto due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto, an Agent shall for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Agent shall at all times and for all purposes be the agent of a Player or Syndicate Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 16 (h), in the acceptance of Commission in respect of an Entry by 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 and in the acceptance by an Agent of that part of the Syndicate Share Fee that represents the relevant proportion of Commission in respect of a Syndicate Entry the agent shall for this purpose be the agent of the Licensee and not the agent of the Syndicate Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 16(a) to 16(j) inclusive as those protected by said Rules.

RULE 17

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

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

RULE 18 AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO

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

RULE 19 A SYNDICATE ENTRY

- (a) An Entry as specified in column 1 of Schedule 3 and Schedule 4 shall be a Syndicate Entry if specified in, respectively:
- (i) column 3 of Schedule 3; or
 - (ii) column 3 of Schedule 4.
- (b) A Syndicate Entry may be divided into separate Syndicate Entry Shares as shown in:
- (i) column 4 of Schedule 3; or
 - (ii) column 4 of Schedule 4.
- (c) The Syndicate Share Fee for each Syndicate Entry Share shall be the amount specified in, respectively:
- (i) column 5 of Schedule 3; or
 - (ii) column 5 of Schedule 4.
- (d) The Syndicate Player must pay the Syndicate Share Fee in respect of each Syndicate Entry Share purchased by the Syndicate Player.
- (e) Before the Agent sells a Syndicate Entry Share in a Syndicate Entry the Agent must by means of the Computer Linked Terminal direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the Syndicate Entry nominated by the Agent.
- (f) An Agent who has directed the Licensee's central processing computer equipment pursuant to rule 19(e) may also direct the Licensee's central processing computer equipment to accept the sale of Syndicate Entry Shares in the nominated Syndicate Entry which sale may be effected by the Agent and also by other Agents nominated by the Agent.
- (g) Where no Syndicate Entry Share has been sold in a Syndicate Entry in respect of which the Agent has made a direction in accordance with Rule 19(e) that Syndicate Entry:
- (i) is not eligible to be entered into a Game of Lotto;

- (ii) shall not be included in a Drawing; and
 - (iii) is not entitled to receive any Prize.
- (h) For the sake of clarity, no person or other legal entity is entitled to receive a Prize in the event of the occurrence of the circumstances specified in Rule 19(g).
- (i) Where at least one (1) but not all Syndicate Entry Shares have been sold in respect of a Syndicate Entry before the Drawing of the Game of Lotto into which the Syndicate Entry is entered the Agent responsible for directing the central processing computer equipment pursuant to Rule 19(e) in respect of that Syndicate Entry shall be solely liable for and shall pay to the Licensee all Syndicate Entry Share Fees which have not been paid in respect of the unsold Syndicate Entry Shares in the Syndicate Entry and in such case, for the purposes of these Rules, and in relation to such unsold Syndicate Entry Share or Shares, the Agent shall be considered to be the Syndicate Player. In these circumstances the Syndicate Entry shall be:
 - (i) eligible to be entered into the Game of Lotto;
 - (ii) be included in the Drawing; and
 - (iii) be entitled to receive any Prize.
- (j) The Licensee may pay a fee or reward to its Agents for the promotion of any Syndicate Entry or sale of any Syndicate Entry Shares other than the Syndicate Share Fee.
- (k) Upon payment of the Syndicate Share Fee in respect of a Syndicate Entry Share a Syndicate Player shall be entitled to receive a Ticket.
- (l) Each Syndicate Entry Share shall have the same Numbers as the Syndicate Entry nominated by the Agent pursuant to Rule 19(e).
- (m) An Agent may cancel a Ticket in respect of a Syndicate Entry Share sold by the Agent provided such cancellation takes place on the day the Syndicate Entry Share was purchased and prior to the Drawing, and provided at least one (1) Syndicate Entry Share remains unsold in respect of the relevant Syndicate Entry.
- (n) A Syndicate Entry Share may not be purchased by post from the Licensee.

SCHEDULE 1

Lotto Commission - Monday and/or Wednesday Competitions

	Entry Type	Monday or Wednesday entry	Monday and Wednesday entry
Standard			
	(4 games)	\$0.25	\$0.40
	(6 games)	\$0.30	\$0.50
	(8 games)	\$0.40	\$0.60
	(10 games)	\$0.45	\$0.65
	(12 games)	\$0.50	\$0.70
	(14 games)	\$0.60	\$0.80
	(16 games)	\$0.70	\$0.85
	(18 games)	\$0.80	\$1.00
	(24 games)	\$0.90	\$1.20
	(30 games)	\$1.00	\$1.40
	(36 games)	\$1.50	\$1.70
System			
	7	\$0.30	\$0.40
	8	\$0.80	\$1.10
	9	\$2.00	\$3.40
	10	\$4.00	\$7.90
	11	\$9.20	\$18.00
	12	\$18.40	\$35.00
	13	\$33.60	\$65.00
	14	\$61.80	\$120.00
	15	\$100.00	\$195.00
	16	\$160.80	\$310.00
	17	\$245.60	\$480.00
	18	\$370.40	\$735.00
Multiweek Standard (No. of Weeks)			
(4 games)	2	\$0.35	\$0.50
	5	\$0.60	\$0.70
	10	\$1.20	\$1.30
	25	\$1.80	\$2.00
(6 games)	2	\$0.40	\$0.60
	5	\$0.65	\$0.80
	10	\$1.20	\$1.30
	25	\$1.80	\$2.00
(8 games)	2	\$0.45	\$0.70
	5	\$0.70	\$0.90
	10	\$1.40	\$1.50
	25	\$2.00	\$2.20

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(10 games)	2	\$0.55	\$0.80	
	5	\$0.80	\$1.00	
	10	\$1.50	\$1.60	
	25	\$2.20	\$2.30	
(12 games)	2	\$0.60	\$0.90	
	5	\$0.90	\$1.10	
	10	\$1.50	\$1.70	
	25	\$2.40	\$2.60	
(14 games)	2	\$0.80	\$1.00	
	5	\$1.10	\$1.20	
	10	\$1.70	\$1.90	
	25	\$2.50	\$2.70	
(16 games)	2	\$0.90	\$1.10	
	5	\$1.20	\$1.30	
	10	\$1.80	\$2.00	
	25	\$2.60	\$2.80	
(18 games)	2	\$1.00	\$1.20	
	5	\$1.30	\$1.60	
	10	\$2.00	\$2.20	
	25	\$2.70	\$3.20	
(24 games)	2	\$1.10	\$1.40	
	5	\$1.40	\$1.80	
	10	\$2.20	\$2.70	
	25	\$2.90	\$4.00	
(30 games)	2	\$1.40	\$1.60	
	5	\$1.90	\$2.20	
	10	\$2.80	\$3.00	
	25	\$4.50	\$4.80	
(36 games)	2	\$1.70	\$2.00	
	5	\$2.20	\$2.60	
	10	\$3.20	\$3.80	
	25	\$5.00	\$6.00	
Multiweek Systems (No. of Weeks)				
	Systems 7	2	\$0.40	\$0.60
		5	\$0.60	\$0.90
		10	\$1.20	\$1.50
25		\$2.70	\$2.80	
Systems 8	2	\$1.00	\$1.40	
	5	\$1.40	\$2.00	

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	10	\$3.00	\$4.00
	25	\$6.00	\$7.00
Systems 9	2	\$2.20	\$3.70
	5	\$2.40	\$4.00
	10	\$5.00	\$6.00
	25	\$8.00	\$9.00
Systems 10	2	\$4.40	\$9.00
	5	\$5.00	\$11.00
	10	\$6.00	\$13.00
	25	\$9.00	\$15.00
Systems 11	2	\$9.80	\$20.00
	5	\$11.00	\$23.00
	10	\$13.00	\$25.00
	25	\$20.00	\$30.00
Systems 12	2	\$20.00	\$38.00
	5	\$22.00	\$42.00
	10	\$25.00	\$46.00
	25	\$30.00	\$50.00
Systems 13	2	\$35.00	\$70.00
	5	\$40.00	\$75.00
	10	\$45.00	\$85.00
	25	\$50.00	\$100.00
Systems 14	2	\$64.00	\$125.00
	5	\$75.00	\$130.00
	10	\$85.00	\$140.00
	25	\$100.00	\$160.00
Systems 15	2	\$110.00	\$210.00
	5	\$120.00	\$230.00
	10	\$140.00	\$260.00
	25	\$160.00	\$300.00

Systems 16	2	\$165.00	\$320.00
	5	\$175.00	\$340.00
	10	\$185.00	\$365.00
	25	\$200.00	\$380.00
Systems 17	2	\$250.00	\$495.00
	5	\$260.00	\$510.00
	10	\$270.00	\$540.00
	25	\$300.00	\$600.00
Systems 18	2	\$375.00	\$745.00
	5	\$390.00	\$775.00
	10	\$400.00	\$790.00
	25	\$420.00	\$830.00

SCHEDULE 2
Lotto Commission - Saturday Competition

	Entry Type	Saturday Entry
Standard		
	(4 games)	\$0.25
	(6 games)	\$0.40
	(8 games)	\$0.50
	(10 games)	\$0.65
	(12 games)	\$0.80
	(14 games)	\$0.90
	(16 games)	\$1.00
	(18 games)	\$1.10
	(24 games)	\$1.50
	(30 games)	\$1.90
	(36 games)	\$2.10
System		
	7	\$0.55
	8	\$1.20
	9	\$2.40
	10	\$6.00
	11	\$12.90
	12	\$25.80
	13	\$46.20
	14	\$80.85
	15	\$134.75
	16	\$219.60
	17	\$339.20
	18	\$499.80
Multiweek Standard		
(4 games)	<i>(No. of Weeks)</i>	
	2	\$0.50
	5	\$1.20
	10	\$2.30
	25	\$5.60
(6 games)	2	\$0.80
	5	\$1.80
	10	\$3.60
	25	\$7.20
(8 games)	2	\$1.00
	5	\$2.30
	10	\$4.60
	25	\$9.40

Lotto Game Rules

(10 games)	2	\$1.30
	5	\$3.00
	10	\$6.00
	25	\$12.20
(12 games)	2	\$1.50
	5	\$3.60
	10	\$7.20
	25	\$14.50
(14 games)	2	\$1.70
	5	\$4.00
	10	\$7.80
	25	\$16.70
(16 games)	2	\$1.90
	5	\$4.50
	10	\$9.00
	25	\$18.90
(18 games)	2	\$2.00
	5	\$4.80
	10	\$9.60
	25	\$21.00
(24 games)	2	\$3.00
	5	\$7.00
	10	\$14.20
	25	\$28.40
(30 games)	2	\$3.80
	5	\$8.90
	10	\$17.80
	25	\$35.60
(36 games)	2	\$4.00
	5	\$10.20
	10	\$19.00
	25	\$38.00

Multiweek Systems	(No. of Weeks)	
Systems 7	2	\$0.70
	5	\$1.10
	10	\$2.20
	25	\$4.40
Systems 8	2	\$1.65
	5	\$2.40
	10	\$4.70
	25	\$9.30
Systems 9	2	\$3.00
	5	\$3.60
	10	\$6.30
	25	\$12.80
Systems 10	2	\$4.80
	5	\$6.40
	10	\$10.50
	25	\$21.00
Systems 11	2	\$10.10
	5	\$12.50
	10	\$22.70
	25	\$44.00
Systems 12	2	\$19.10
	5	\$23.50
	10	\$45.70
	25	\$89.00
Systems 13	2	\$31.20
	5	\$41.00
	10	\$66.00
	25	\$132.00
Systems 14	2	\$51.00
	5	\$66.00
	10	\$124.00
	25	\$145.00

Systems 15	2	\$85.00
	5	\$107.00
	10	\$203.00
	25	\$234.00
Systems 16	2	\$144.00
	5	\$179.00
	10	\$245.00
	25	\$286.00
Systems 17	2	\$205.00
	5	\$258.00
	10	\$360.00
	25	\$395.00
Systems 18	2	\$343.00
	5	\$423.00
	10	\$675.00
	25	\$715.00

SCHEDULE 3
LOTTO - Monday Competition or Wednesday Competition

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Shares	Syndicate Share Fee per panel (cost per Share)
System 8	\$12.00	System 8	8	\$1.50
System 8	\$12.00	System 8	10	\$1.20
System 10	\$88.00	System 10	5	\$17.60
System 10	\$88.00	System 10	10	\$8.80
System 10	\$88.00	System 10	16	\$5.50
System 10	\$88.00	System 10	20	\$4.40
System 11	\$194.00	System 11	5	\$38.80
System 11	\$194.00	System 11	8	\$24.25
System 11	\$194.00	System 11	10	\$19.40
System 11	\$194.00	System 11	20	\$9.70
System 12	\$388.00	System 12	5	\$77.60
System 12	\$388.00	System 12	10	\$38.80
System 12	\$388.00	System 12	20	\$19.40
System 12	\$388.00	System 12	40	\$9.70
System 13	\$720.00	System 13	5	\$144.00
System 13	\$720.00	System 13	10	\$72.00
System 13	\$720.00	System 13	20	\$36.00
System 13	\$720.00	System 13	30	\$24.00
System 13	\$720.00	System 13	60	\$12.00
System 14	\$1,263.00	System 14	5	\$252.60
System 14	\$1,263.00	System 14	10	\$126.30
System 14	\$1,263.00	System 14	20	\$63.15
System 14	\$1,263.00	System 14	30	\$42.10
System 14	\$1,263.00	System 14	60	\$21.05
System 15	\$2,102.00	System 15	5	\$420.40
System 15	\$2,102.00	System 15	10	\$210.20
System 15	\$2,102.00	System 15	20	\$105.10
System 15	\$2,102.00	System 15	40	\$52.55
System 16	\$3,364.00	System 16	5	\$672.80
System 16	\$3,364.00	System 16	10	\$336.40
System 16	\$3,364.00	System 16	20	\$168.20
System 16	\$3,364.00	System 16	40	\$84.10
System 16	\$3,364.00	System 16	80	\$42.05
System 17	\$5,196.00	System 17	5	\$1,039.20
System 17	\$5,196.00	System 17	10	\$519.60
System 17	\$5,196.00	System 17	20	\$259.80
System 17	\$5,196.00	System 17	40	\$129.90
System 17	\$5,196.00	System 17	80	\$64.95
System 18	\$7,796.00	System 18	5	\$1,559.20
System 18	\$7,796.00	System 18	10	\$779.60
System 18	\$7,796.00	System 18	20	\$389.80
System 18	\$7,796.00	System 18	40	\$194.90
System 18	\$7,796.00	System 18	80	\$97.45

SCHEDULE 4
LOTTO - Saturday Competition

Column 1	Column 2	Column 3	Column 4	Column 5
Entry	Entry Fee	Syndicate Entry	Syndicate Entry Shares	Syndicate Share Fee per panel (cost per Share)
System 9	\$48.60	System 9	6	\$8.10
System 9	\$48.60	System 9	12	\$4.05
System 10	\$121.50	System 10	5	\$24.30
System 10	\$121.50	System 10	10	\$12.15
System 10	\$121.50	System 10	15	\$8.10
System 11	\$267.00	System 11	5	\$53.40
System 11	\$267.00	System 11	10	\$26.70
System 11	\$267.00	System 11	15	\$17.80
System 11	\$267.00	System 11	30	\$8.90
System 12	\$534.00	System 12	5	\$106.80
System 12	\$534.00	System 12	10	\$53.40
System 12	\$534.00	System 12	15	\$35.60
System 12	\$534.00	System 12	20	\$26.70
System 12	\$534.00	System 12	30	\$17.80
System 13	\$990.00	System 13	5	\$198.00
System 13	\$990.00	System 13	10	\$99.00
System 13	\$990.00	System 13	22	\$45.00
System 13	\$990.00	System 13	30	\$33.00
System 13	\$990.00	System 13	55	\$18.00
System 13	\$990.00	System 13	60	\$16.50
System 14	\$1,732.50	System 14	5	\$346.50
System 14	\$1,732.50	System 14	11	\$157.50
System 14	\$1,732.50	System 14	21	\$82.50
System 14	\$1,732.50	System 14	33	\$52.50
System 14	\$1,732.50	System 14	55	\$31.50
System 15	\$2,887.50	System 15	5	\$577.50
System 15	\$2,887.50	System 15	11	\$262.50
System 15	\$2,887.50	System 15	25	\$115.50
System 15	\$2,887.50	System 15	35	\$82.50
System 15	\$2,887.50	System 15	55	\$52.50
System 16	\$4,624.00	System 16	5	\$924.80
System 16	\$4,624.00	System 16	10	\$462.40
System 16	\$4,624.00	System 16	20	\$231.20
System 16	\$4,624.00	System 16	40	\$115.60
System 17	\$7,146.00	System 17	5	\$1,429.20
System 17	\$7,146.00	System 17	10	\$714.60
System 17	\$7,146.00	System 17	20	\$357.30
System 17	\$7,146.00	System 17	40	\$178.65
System 18	\$10,710.00	System 18	5	\$2,142.00
System 18	\$10,710.00	System 18	12	\$892.50
System 18	\$10,710.00	System 18	20	\$535.50
System 18	\$10,710.00	System 18	30	\$357.00
System 18	\$10,710.00	System 18	60	\$178.50
System 18	\$10,710.00	System 18	70	\$153.00
System 18	\$10,710.00	System 18	105	\$102.00