



GAME RULES

IMPORTANT

These rules must be displayed for public scrutiny



NSW Lotteries



Version 3.0
1 April 2010

PUBLIC LOTTERIES ACT 1996

DRAW LOTTERY RULES

It is hereby notified that the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of Draw Lottery and Promotional Draw Lottery Games. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 1 April 2010. These Rules supersede the Rules notified previously in the Government Gazette.



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RULE 1 DEFINITIONS

- (a) In these Rules unless inconsistent with the context:
- (i) "Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;
 - (ii) "Agency" means a place at which an Agent is permitted to accept completed Entries into Draw Lottery Games and entries into Promotional Draw Lottery Games;
 - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games Conducted by the Licensee and includes a Direct Mail Agent;
 - (iv) "Agreement" means any agreement for the time being made between the Licensee and interstate and/or Overseas Authorities in Participating Areas for the Conduct by them of Draw Lottery Games;
 - (v) "Ancillary Fee" means a fee which the Chief Executive Officer may from time to time authorise a Direct Mail Agent to charge a 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 in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction (not requiring completion of an Entry Form) and includes an Entry previously made by a Player and stored on the central processing computer equipment of the Licensee;
 - (viii) "Bounded Area" means the area indicated as such by the symbols 
or
 on the relevant Entry Form containing numbers or questions;
 - (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 an amount:
 - (1) paid to, deducted by or retained by an Agent in connection with a Subscription (whether or not in the person's capacity as an Agent); and
 - (2) determined by or in accordance with, and identified as Commission in, the conditions of the Product Licence or these Rules;
 - (xi) "Computer Linked Terminal" means computer equipment located in branches of the Licensee or places of business of Agents or otherwise which is linked to the central processing computer equipment of the

Licensee for purposes associated with Draw Lottery Games or Promotional Draw Lottery Games;

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

(1) a Player's Entry in a Draw Lottery Game; and

(2) where appropriate a Player's entry in a Promotional Draw Lottery Game

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

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

(xiv) "Consolation Prize" has the meaning contained in Rule 9;

(xv) "Direct Mail Agent" means an Agent, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Draw Lottery Game and instructions with respect to a Promotional Draw Lottery Game from a Player. 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;

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

(xvii) "Draw Lottery Game" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations and includes a public lottery named "\$2 Jackpot Lottery" and a public lottery named "\$5 Jackpot Lottery" but does not include Promotional Draw Lotteries;



(xviii) "Drawing" means:

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

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

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

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

- (xxi) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxii) "Entry" means the Numbers in a Ticket Pool which have been selected on behalf of a Player by the central processing computer equipment by way of an Entry Form or Automatic Entry, which have been recorded in the central processing computer equipment, which (subject to Rule 6(d)) have been Imprinted on a Ticket and in respect of which the correct Subscription has been paid;
- (xxiii) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of entry to enter a Draw Lottery Game and/or a Promotional Draw Lottery Game;
- (xxiv) "Fee" means the sum of the Commission and Subscription;
- (xxv) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxvi) "Jackpot Prize" means the Prize won in accordance with Rule 9(g);
- (xxvii) "Jackpot Number" means the Number selected in a Drawing after the selection of the Winning Numbers in that Drawing;
- (xxviii) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (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) "Numbers" has the same meaning as Section 5 of the Act;
- (xxxiii) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xxxiv) "Overseas Authority" means a person who is authorised to Conduct Draw Lottery Games and Promotional Draw Lottery Games in Participating Areas overseas;

- (xxxv) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Draw Lottery Games under a corresponding law;
- (xxxvi) "Player" means a person who:
- (1) has paid the correct Subscription and Commission for a valid Entry; and
 - (2) holds, bears and submits a valid Ticket to the Licensee, an Agent for the purposes of receiving a Prize; and
- includes where relevant a person who has validly entered a Promotional Draw Lottery Game and who holds, bears and submits a ticket in the Promotional Draw Lottery Game to the Licensee or an Agent for the purposes of receiving a Prize;
- (xxxvii) "Prize" means any Prize determined in accordance with Rule 9;
- (xxxviii) "Prize Fund" means an account established under Section 27 of the Act and known as the Draw Lottery Prize Fund Account;
- (xxxix) "Prize Pool" means that proportion of Subscriptions paid into the Prize Fund for a particular Draw Lottery Game and has the meaning specified in Rule 9(a);
- (xl) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 9(c);
 - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (xli) "Product Licence" means the product licence granted to the Licensee to Conduct Draw Lottery Games and Promotional Draw Lottery Games pursuant to Section 12 of the Act;
- (xlii) "Prize Structure" means the number, nature and value of Prizes available in relation to a Draw Lottery Game as specified in Rule 9;
- (xliii) "Promotional Draw Lottery Game" means a public lottery Conducted for the purpose of promoting a Draw Lottery Game, and in respect of which:
- (1) eligibility to enter is confined to Players in a Draw Lottery Game; and
 - (2) no further Subscription or Commission is charged;
- (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;

- (xiv) "Provisional Prize" is a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;
- (xlv) "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) "Regulation" means a regulation made under the Act;
- (xlix) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (l) "Second Drawing" means an additional Drawing conducted as part of a Draw Lottery Game in accordance with these Rules;
- (li) "Subscription" means the amounts paid for Entries but does not include the following:
 - (1) Ancillary Fees; or
 - (2) Commission, unless the Act expressly provides otherwise;
- (lii) "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 Draw Lottery Game, and which:
 - (1) contains Entry details; and
 - (2) may include a Ticket Serial Number and other such tests to determine the identity, validity and status of the Ticket; and whether it has won a Prize; and
 - (3) may include other particulars as determined by the Licensee;
- (liii) "Ticket Pool" means the pre-determined field of Numbers in a Draw Lottery Game;
- (liv) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket which constitute an official identification of the valid issue of a Ticket;
- (lv) "Winning Numbers" in relation to a Draw Lottery Game means:
 - (1) the Numbers that are selected in a Drawing in respect of each Prize excepting the Jackpot Prize and Consolation Prizes in a Prize Structure;

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

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

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence, the Product Licence and shall apply to every Drawing in relation to Draw Lottery Games and Promotional Draw Lottery Games.
- (b) All decisions made by the Chief Executive Officer concerning the Prize Fund and the declaration and payment of Prizes shall be final and binding on all Players.
- (c) Drawings will be conducted in relation to a Draw Lottery Game once all Numbers in a Ticket Pool have been sold and included on Entries in relation to that Draw Lottery Game.
- (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.

- (e) Where a Malfunction in a Drawing Device occurs:
 - (i) any Numbers drawn in respect of that Drawing prior to the Malfunction will not be Winning Numbers;
 - (ii) the Drawing shall be declared null and void; and
 - (1) the Drawing shall be conducted as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall be conducted using a substitute Drawing Device as soon as practicable after the Malfunction.
- (f) The Licensee may Conduct a Promotional Draw Lottery Game in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Promotional Draw Lottery Game in conjunction with another Draw Lottery Game or separately from a Draw Lottery Game or otherwise in conjunction with another lottery Conducted by the Licensee.
- (g) A Promotional Draw Lottery Game shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) The Prize structure for a Promotional Draw Lottery Game shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Promotional Draw Lottery Game.

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

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Draw Lottery Game and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Promotional Draw Lottery Game and shall be binding on all Players.
- (d) By entering a Draw Lottery Game or a Promotional Draw Lottery Game, Players agree to be bound by these Rules and to accept as final and binding on them all decisions made by the Chief Executive Officer.
- (e) An 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 Draw Lottery Game is to purchase an Entry containing Numbers that are the same as the Winning Numbers or the Jackpot Number.

RULE 5 ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME

- (a) In order for an Entry to be eligible for inclusion in a Drawing, before the close of acceptance of Entries in such Drawing;
 - (i) the Entry must have been recorded in the central processing computer equipment of the Licensee;
 - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
 - (iv) the Player must have paid the correct Subscription in relation to such Entry.

- (b) Any Ticket issued shall be subject to Rule 6 hereof.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An Entry Form shall consist of a series of numbers and questions which must be completed by the Player. A Player shall not Mark an Entry Form other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Form will not be considered to be properly completed and a Player claiming a resultant Prize may not be entitled to payment of the Prize.
- (b) A completed Entry Form or any other approved form of entry (including Automatic Entry) completed or made in accordance with these Rules shall be accepted by an Agent and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Subscription and the Commission.
- (c) Subject to Rule 6(e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its Agent to the Player evidencing the Player's Entry. It is the responsibility of the Player to check the accuracy of all details on the Ticket at the time it is received by a Player from the Agent. No Entry Form shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (d) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize or Jackpot Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (e) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by an Agent. The Agent shall cancel the Ticket and the Entry to which it relates on that day provided it is returned on the day of purchase, to the place of purchase and prior to the close of acceptance of Entries in respect of that Drawing, as determined by the Licensee.
- (f) A Ticket which is recorded as void or cancelled in the Licensee's Computer Records shall be void regardless of whether such Ticket was cancelled in error by an Agent or the Licensee or otherwise, and no Prize shall be payable in respect of such Ticket. It is the responsibility of the Player to check the cancellation receipt provided by the Agent or the Licensee to the Player to ensure that the correct Ticket has been cancelled. It is the responsibility of the Player to inform the Agent or the Licensee if there has been an error in relation to cancellation of the Ticket. Neither the Agent nor the Licensee shall be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Agent or the Licensee, at the time of receiving the cancellation receipt, of the error in the cancellation of a Ticket.
- (g) Where an Entry in a Draw Lottery Game has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the computer records but:

- (i) no Subscription has been paid to the Agent in whose place of business the Computer Linked Terminal is located prior to the close of acceptance of Entries in respect of that Drawing; and
- (ii) the Agent has failed to cancel the Entry before the close of acceptance of Entries in respect of that Drawing; then

the Agent shall be liable for and shall meet the cost of the Subscription in respect of the Entry and in such case, for the purposes of these Rules, such Agent shall:

- (iii) be considered a Player; and
 - (iv) be the holder of the Entry; and
 - (v) owe the Licensee the amount of the unpaid Subscription as a debt due and owing to the Licensee.
- (h) The Licensee shall not be liable for any errors or omissions in respect of a Player's selections as recorded on the Computer Records. It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (i) A Direct Mail Agent has no authority to verify the accuracy or completion by a Player of any part of an Entry Form or any other approved Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Draw Lottery Game by a Player with a Direct Mail Agent does not exempt the Player from being bound by these Rules and a Player utilising a Direct Mail Agent to submit an Entry Form or any other approved Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such Entry Form or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (j) Neither the Licensee nor an Agent shall be liable to a Player in the event of the destruction, loss, theft or mutilation of a Ticket issued to a Player. It shall be the sole responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (k) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 COMMISSION AND ANCILLARY FEE

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

- (b) A Direct Mail Agent may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time.

RULE 8 SUBMISSION OF AN ENTRY

- (a) The Licensee may impose a registration fee payable by a Player for the provision by the Licensee of the player registration service. Application will be by way of an application form as approved by the Chief Executive Officer.
- (b) A person under the age of eighteen (18) years shall not enter a Draw Lottery Game or a Promotional Draw Lottery Game.
- (c) An Entry or Automatic Entry may only be made through:
 - (i) an Agent; or
 - (ii) by post in accordance with paragraphs (i), (l) and (m) of this Rule 8 provided that the Player is a Registered Player or becomes a Registered Player as a result of that Entry.
- (d) The correct Subscription and player registration fee (if applicable) must be paid by a Player to an Agent or to the Licensee in respect of an Entry).
- (e) The form of payment of the Subscription or player registration fee (if applicable) must be acceptable to the Chief Executive Officer.
- (f)
 - (i) If anonymity is desired the Player should clearly so indicate on the appropriate Prize claim form or indicate same when completing application to become a Registered Player. Players who subsequently desire anonymity should apply in writing to the Chief Executive Officer prior to the publication of the Player's name and address pursuant to the provisions of Rule 10(b)(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 Rule 8(f)(i) should be addressed:-

*The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
SYDNEY OLYMPIC PARK 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.

- (h) Where a Player submits an Entry Form or other form of entry as trustee, representative or nominee for another person or persons, the Licensee will be taken to have no knowledge, nor to be on notice whether actual or constructive, of any such arrangement and the transaction will be conducted solely with the Player.
- (i) An Entry Form or Automatic Entry instructions received by post will be processed into the current Draw unless otherwise indicated by the Player. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(e) no Ticket may be withdrawn or altered after issue to a 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
SYDNEY OLYMPIC PARK 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 Entry will be entered by the Licensee in a Drawing that would reasonably be judged to allow the Ticket to be posted and received by the Player before that Drawing takes place, or in a later forward draw if so Marked on the Entry Form or any other approved Entry. The Licensee will post the Entry Form and Ticket(s) to the address shown on the stamped self-addressed envelope;

Neither the Licensee nor the Chief Executive Officer shall be liable or responsible for the delivery of Tickets so posted;

The Chief Executive Officer may sign a certificate determining the date of posting and such certificate shall be conclusive evidence of that matter.

- (m) Fees and player registration fees payable in respect of Entry Forms sent by post to the Licensee may be paid by postal note, or bank, building society or personal cheque. Payment by cheque is taken to be effected when payment of the amount of the cheque has been made to the Licensee by the bank, building society or credit union on which the cheque is drawn.
- (n) Form of entry in a Promotional Draw Lottery Game
 - (i) The Chief Executive Officer is to approve the form of entry for a Promotional Draw Lottery Game;
 - (ii) Without limiting Rule 8(n)(i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):

- (1) part of a Ticket;
 - (2) any other ticket or document;
 - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:
- (1) constitutes the Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee, its Agents to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.

RULE 9 PRIZES

- (a) The Prize Pool in a Draw Lottery Game shall be not less than fifty five percent (55%) and not greater than sixty four point six percent (64.6%) of Subscriptions.
- (b) The Prize Structure and Jackpot Prize in a particular Draw Lottery Game shall be funded in whole or in part from the Prize Pool and shall be determined by the Licensee.
- (c) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game is less than sixty four point six percent (64.6%) of Subscriptions, that amount representing the difference between that cost and sixty four point six percent (64.6%) of Subscriptions shall be retained in the Prize Reserve Fund.
- (d) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game would otherwise exceed sixty four point six percent (64.6%) of Subscriptions, the amount representing the difference between that cost and sixty four point six percent (64.6%) shall be drawn from the Prize Reserve Fund.
- (e) A Prize is won by an Entry that contains a Winning Number;
- (f) A Consolation Prize is won by an Entry that contains:
 - (i) A Number in a Ticket Pool that occurs in sequence immediately before, or a Number in a Ticket Pool that occurs in sequence immediately after, a Winning Number, as the case may be, except that:
 - (1) In relation to a \$2 Jackpot Lottery, Number “2” will win two Consolation Prizes if Number “1” is a Winning Number and Number “224,999” will win two Consolation Prizes if Number “225,000” is a Winning Number; and
 - (2) In relation to a \$5 Jackpot Lottery, Number “2” will win two Consolation Prizes if Number “1” is a Winning Number and Number “179,999” will win two Consolation Prizes if Number “180,000” is a Winning Number;
 - (ii) The Jackpot Number where the Jackpot Number does not win the Jackpot Prize.
- (g) The Jackpot Prize is won if the Jackpot Number in a Drawing is the same as a Winning Number in that Drawing;
- (h) In relation to the \$2 Jackpot Lottery:
 - (i) The Ticket Pool shall comprise two hundred and twenty five thousand (225,000) sequential Numbers starting at Number one (1) and running to Number two hundred and twenty five thousand (225,000).
 - (ii) The Prize Structure shall consist of the following:

- (1) one (1) Prize of \$100,000 with two (2) Consolation Prizes of \$1,000;
- (2) one (1) Prize of \$10,000 with two (2) Consolation Prizes of twenty five (25) Numbers in a future \$2 Jackpot Lottery;
- (3) one (1) Prize of \$5,000 with two (2) Consolation Prizes of ten (10) Numbers in a future \$2 Jackpot Lottery;
- (4) two (2) Prizes of \$500 each with two (2) Consolation Prizes of five (5) Numbers in a future \$2 Jackpot Lottery – a total of four (4) Consolation Prizes;
- (5) ten (10) Prizes of \$200 each with two (2) Consolation Prizes of five (5) Numbers in a future \$2 Jackpot Lottery – a total of twenty (20) Consolation Prizes;
- (6) twenty (20) Prizes of \$100 each with two (2) Consolation Prizes of two (2) Numbers in a future \$2 Jackpot Lottery – a total of forty (40) Consolation Prizes;
- (7) one hundred (100) Prizes of \$50 each with two (2) Consolation Prizes of one (1) Number in a future \$2 Jackpot Lottery – a total of two hundred (200) Consolation Prizes;
- (8) six hundred (600) Prizes of \$20 each with two (2) Consolation Prizes of one (1) Number in a future \$2 Jackpot Lottery – a total of one thousand two hundred (1,200) Consolation Prizes;
- (9) two thousand four hundred and eighty (2,480) Prizes of \$10 each with two (2) Consolation Prizes of one (1) Number in a future \$2 Jackpot Lottery – a total of four thousand nine hundred and sixty (4,960) Consolation Prizes.

(iii) The Jackpot Prize:

- (1) The guaranteed minimum value of the Jackpot Prize is \$500,000;
- (2) If the Jackpot Prize is not won in a Drawing it will increase in value by \$110,000 in each subsequent Drawing until won, after which it will revert to the guaranteed minimum value specified in Rule 9(h)(iii)(1);
- (3) An amount of \$7,144 from each Prize Pool shall be retained in the Prize Fund to fund the guaranteed minimum value specified in Rule 9(h)(iii)(1);
- (4) A Consolation Prize of ten (10) Numbers in a future \$2 Jackpot Lottery is won by the Jackpot Number if such Number fails to win the Jackpot Prize.

(i) In relation to the \$5 Jackpot Lottery:

- (i) The ticket pool shall comprise one hundred and eighty thousand (180,000) sequential Numbers, starting at number one (1) and running to Number one hundred and eighty thousand (180,000);
- (ii) The Prize Structure shall consist of the following:
 - (1) one (1) Prize of \$200,000 with two (2) Consolation Prizes of \$1,000;
 - (2) one (1) Prize of \$20,000 with two (2) Consolation Prizes of twenty five (25) Numbers in a future \$5 Jackpot Lottery;
 - (3) one (1) Prize of \$5,000 with two (2) Consolation Prizes of fifteen (15) Numbers in a future \$5 Jackpot Lottery;
 - (4) five (5) Prizes of \$1,000 each with two (2) Consolation Prizes of ten (10) Numbers in a future \$5 Jackpot Lottery – a total of ten (10) Consolation Prizes;
 - (5) ten (10) Prizes of \$500 each with two (2) Consolation Prizes of five (5) Numbers in a future \$5 Jackpot Lottery – a total of twenty (20) Consolation Prizes;
 - (6) twenty five (25) Prizes of \$100 each with two (2) Consolation Prizes of two (2) Numbers in a future \$5 Jackpot Lottery – a total of fifty (50) Consolation Prizes;
 - (7) seventy five (75) Prizes of \$50 each with two (2) Consolation Prizes of one (1) Number in a future \$5 Jackpot Lottery – a total of one hundred and fifty (150) Consolation Prizes;
 - (8) six hundred (600) Prizes of \$20 each with two (2) Consolation Prizes of one (1) Number in a future \$5 Jackpot Lottery – a total of one thousand two hundred (1,200) Consolation Prizes;
 - (9) three thousand and ninety (3,090) Prizes of \$10 each with two (2) Consolation Prizes of one (1) Number in a future \$5 Jackpot Lottery – a total of six thousand one hundred and eighty (6,180) Consolation Prizes.
- (iii) The Jackpot Prize:
 - (1) The guaranteed minimum value of the Jackpot Prize is \$1,000,000;
 - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by \$250,000 in each subsequent Drawing until won, after which it will revert to the guaranteed minimum value specified in Rule 9(i)(iii)(1);
 - (3) An amount of \$21,156 from each Prize Pool shall be retained in the Prize Fund to fund the guaranteed minimum value specified in Rule 9(i)(iii)(1);

- (4) A Consolation Prize of ten (10) Numbers in a future \$5 Jackpot Lottery is won by the Jackpot Number if such Number fails to win the Jackpot Prize.

(j) Second Drawing

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

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

(k) A Draw Lottery Game may include:

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

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

(l) Prizes in a Promotional Draw Lottery Game

- (i) The Prizes payable in a Promotional Draw Lottery Game may consist of one or more of the following:
 - (1) money;
 - (2) holidays;
 - (3) travel;
 - (4) accommodation;
 - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;

- (6) Entries in a Draw Lottery Game or another lottery Conducted by the Licensee; and
- (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer;
- (ii) A Prize in a Promotional Draw Lottery Game must not consist of or include tobacco;
- (iii) A Prize in a Promotional Draw Lottery Game must not consist of or include liquor within the meaning of the Liquor Act 1982;
- (m) Determination of Prizes in a Promotional Draw Lottery Game
 - (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Promotional Draw Lottery Game;
 - (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Promotional Draw Lottery Game Conducted by it;
 - (iii) The Chief Executive Officer may change or alter the nature of any Prize offered in a Promotional Draw Lottery Game, including (but not limited to) the following:
 - (1) the replacement of any holiday destination offered as a Prize or part of a Prize with another holiday destination;
 - (2) the replacement of any mode of travel offered as a Prize or part of a Prize with another mode of travel;
 - (3) the replacement of any form of accommodation offered as a Prize or part of a Prize with another form of accommodation;
 - (4) the resupply of services or the replacement of goods provided by the Licensee or by persons or bodies other than the Licensee; and
 - (5) the conversion of any Prize (or part of a Prize) provided by the Licensee or by another person or body into a monetary equivalent.
 - (iv) The Prizes in a Promotional Draw Lottery Game are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Promotional Draw Lottery Game.

RULE 10 ANNOUNCEMENT OF PRIZES

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

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

- (c) The Licensee may make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Promotional Draw Lottery Game as soon as possible after the completion of such Promotional Draw Lottery Game.

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

RULE 11 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Draw Lottery Game:
 - (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) and any other evidence that the Chief Executive Officer may from time to time require;
 - (ii) The date of lodgement of a Prize claim in accordance with Rule 11(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a Provisional Prize 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 the Chief Executive Officer may require that Registered Player to lodge with the Licensee a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) hereof.
- (c) Where a Registered Player has been requested to claim the Provisional Prize in accordance with Rule 11(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 11(d) hereof.
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period or six (6) calendar days after lodgement of a Prize claim form, whichever is the later, and shall be payable by cheque or, if requested by the Prize Winner, by electronic funds transfer.
- (e) For Registered Players, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid, upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal on the day of the relevant Drawing Date provided the Drawing has taken place and the Winning Numbers have been successfully recorded in the central processing computer equipment, 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.
- (f) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, 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 following the drawing date.
- (g) A Prize not paid by an Agent in accordance with Rule 11(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.

(h) A:

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

must claim 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 11(j) and be received by the Licensee within a period approved from time to time by the Licensee, but not later than ten (10) consecutive calendar days after the Drawing Date, starting on the day immediately following the Drawing Date.

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

(i) A:

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

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

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

- (i) the name and address of the Player;
- (ii) the Ticket Serial Number;
- (iii) the Winning Number(s) shown on the Ticket;
- (iv) the Player's registration number if a Registered Player;
- (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
- (vi) such further evidence or information as the Licensee requires.

- (k) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize to furnish such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement may be proved to the satisfaction of the Chief Executive Officer, notwithstanding the fact that the person claiming to be entitled to a Prize or a Provisional Prize may fail to meet one or more of the elements (1) or (2) contained in Rule 1(xxxvi) or may fail to meet some or all the provisions contained in these Rules governing Prize entitlement.
- (l) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (m) The payment of a Prize to any Player who is known to have died before receiving any or all of a particular Prize shall be made in accordance with the laws of New South Wales.
- (n) Subject to Section 27 of the Act, all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (o) Where payment by the Licensee of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may, 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.
- (p) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, to the name and address appearing on the Licensee's records relating to that Player.
- Thereafter the Licensee shall not be held liable for any loss, delay in the delivery thereof or any negotiation of such cheque. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same.
- (q) Any Prize sent by the Licensee to a Player and any refund of fees sent by post will be sent to the name and address advised in writing by the Player. Where more than one name is advised, payment to any one person so named at any address so given shall discharge the Licensee from all liability.
- (r) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 11 and the Chief Executive Officer is, after such payment has been made, of the view that:

- (i) the Player was not the Player to whom such payment should have been made; or
- (ii) a Prize is not payable to the Player;

the Player shall upon being requested to do so by the Licensee in writing, refund to the Licensee the monies forwarded to him or her.

- (s) A Prize may be claimed through an Agent or by mail direct to:

*The Chief Executive Officer
New South Wales Lotteries
2 Figtree Drive
SYDNEY OLYMPIC PARK NSW 2127*

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

- (t) Any Prize to be paid in accordance with Rule 9(j) or Rule 9(l) 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.
- (u) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (v) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (w) The Licensee accepts no responsibility or liability for lost or stolen Tickets. 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.
- (x) Payment of Prizes in a Promotional Draw Lottery Game

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

has won a Prize. A Prize is not payable in respect of an entry in a Promotional Draw Lottery Game, on which such a test is recorded, if the entry does not satisfy the test.

RULE 12 DISQUALIFICATIONS

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

RULE 13 LIMITATION OF LIABILITY

- (a) By entering a Draw Lottery or Promotional Draw Lottery Game a Player acknowledges that he or she has entered into an agreement with the Licensee and the Agent and agrees to be bound by the provisions of these Rules which subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Agent and all Employees thereof. Any ticket having issued in respect of an Entry in a Draw Lottery Game which is disqualified shall automatically be void and cancelled.
- (b) The Licensee, Directors, the Chief Executive Officer, The Agent and all Employees thereof shall have no responsibility or liability to a Player or any other person by reason of the loss or destruction of a Ticket or ticket in a Promotional Draw Lottery Game for any reason or from any cause (whether arising from, or contributed to by, negligence or otherwise) beyond the amount of the Subscription paid in respect of that Ticket.
- (c) The Licensee, Directors and the Chief Executive Officer shall have no responsibility or liability to pay a Player who claims a Prize and is unable to submit a Ticket or ticket in a Promotional Draw Lottery Game. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 11.
- (d) The Licensee, directors, the chief Executive Officer and each and every Employee or contractor of the Licensee shall have no liability or responsibility to a Player or any other person for or in respect of:
 - (i) Any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Draw Lottery or Promotional Draw Lottery Game; and
 - (ii) Without prejudice to the generality of Rule 13(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of Prizes;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize;
 - (4) the inclusion of an Entry in any particular Draw Lottery Game or entry in a Promotional Draw Lottery Game received by way of Entry Form or Automatic Entry instructions;
 - (5) the receipt and processing of a Prize claim form; or
 - (6) the cancellation of a Ticket; and

- (iii) Without prejudice to the generality of Rule 13(d)(i) and Rule 13(d)(ii), any fraudulent or unlawful act or omission on the part of the Agent or an employee, servant or contractor of the Agent in respect of:
 - (1) the processing of an Entry Form;
 - (2) the issue of a Ticket;
 - (3) the completion of a Prize claim form;
 - (4) the receipt of a Prize claim form;
 - (5) the processing of a Prize claim;
 - (6) the payment of a Prize;
 - (7) the cancellation of a Ticket; and
- (iv) Any statement made by an Agent or an employee, servant or contractor of an Agent or by the Licensee, or any employee, servant or contractor of the Licensee to a Player.
- (e) Each and every Agent and each and every employee of an Agent shall have no liability or responsibility to a Player or any other person for or in respect of:
 - (i) Any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the Conduct of any Draw Lottery or Promotional Draw Lottery Game; and
 - (ii) Without prejudice to the generality of Rule 13(e)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (1) the payment of Prizes;
 - (2) the processing and issue of a Ticket following acceptance of an Entry Form or Automatic Entry instructions;
 - (3) the processing of a Ticket that has won a Prize; or
 - (4) the inclusion of an Entry in any particular Draw Lottery Game, or entry in a Promotional Draw Lottery Game received by way of Entry Form or Automatic Entry instructions.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee or agent of the Licensee or an Agent, shall have no liability or responsibility to a Player or any person for or in respect of any failure, disruption or malfunction of Computer Linked Terminals, electrical power, telecommunications links or computers (whether arising from, or contributed to by, negligence or otherwise) resulting in loss or corruption of information retained on any Computer Records held by the Licensee.

- (g) The Licensee, Directors, the Chief Executive Officer, each and every Agent, and each and every Employee of the Licensee or an Agent, shall have no liability or responsibility for any consequence of interference with or interruption to any Draw Lottery or Promotional Draw Lottery Game due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (h) In the acceptance and processing of any Entry Form or Automatic Entry culminating in the issue of a Ticket or ticket in a Promotional Draw Lottery Game, an Agent shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, and Agent shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 13(h), in the acceptance of Commission by an Agent on behalf of the Licensee, the Agent shall for this purpose be the agent of the Licensee and not the agent of the Player.
- (k) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, their successors and the employees and agents of each and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to by, negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 13(a) to 13(j) inclusive as those protected by said Rules.

RULE 14 EFFECTIVE DATE

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

**RULE 15 AGREEMENTS RELATING TO A PROMOTIONAL DRAW
LOTTERY GAME**

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

SCHEDULE 1

COMMISSION AND SUBSCRIPTION PAYABLE FOR DRAW LOTTERY GAMES

Draw Lottery Game	Commission	Subscription
\$2.00 Jackpot Lottery	\$0.15	\$2.00
\$5.00 Jackpot Lottery	\$0.30	\$5.00

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