



# GAME RULES

## ***IMPORTANT***

**These rules must be displayed for public scrutiny**



**NSW Lotteries**



Version 2.0  
1 April 2010

## **PUBLIC LOTTERIES ACT 1996**

### **LOTTO STRIKE 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 Strike and Promotional Lotto Strike. 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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## SCHEDULES



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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 or Direct Mail Agent is permitted to accept completed Entries into Games of Lotto and entries into Games of Promotional Lotto;
  - (iii) "Agent" means a person appointed by the Licensee for purposes associated with Games of Lotto Strike and Games of Promotional Lotto Strike 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 Games of Lotto Strike;
  - (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 Game of Lotto Strike 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 the central processing computer equipment of the Licensee; 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) "Boxed Entry" means an Entry referred to in Rule 9;
  - (x) "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);
  - (xi) "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;
- (xii) "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 Strike or Games of Promotional Lotto Strike;
- (xiii) "Computer Records" means the sum of information which is provided to the Licensee by way of the Licensee's central processing computer equipment in respect of a Player and in respect of details of:
- (1) a Player's Entry in a Game of Lotto Strike; and
  - (2) where appropriate a Player's entry in a Game of Promotional Lotto Strike
- and which is retained or recorded on magnetic tape or otherwise stored;
- (xiv) "Conduct" in relation to a Game of Lotto Strike and a Game of Promotional Lotto Strike has the same meaning as assigned to it by Section 4(1) of the Act;
- (xv) "Corresponding Lotto Draw" means the Lotto Draw which is used to select the four (4) Winning Numbers for Lotto Strike;
- (xvi) "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 Strike and instructions with respect to a Game of Promotional Lotto Strike from a Player. Such Direct Mail Agent may receive instructions by post, telephone, facsimile or modem (internet) and such Direct Mail Agent may receive Prizes for and on behalf of a Player;
- (xvii) "Director" means a Director of the Board of Directors of the Licensee;
- (xviii) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for the Monday, Wednesday and Saturday competitions determined by the Licensee from time to time;
- (xix) "Drawing" means:
- (1) in relation to a Game of Lotto Strike (but not including a Second Drawing) the selection of the Winning Numbers by lot using a Drawing Device;
  - (2) in relation to a Second Drawing the selection of the Winning Numbers by lot using a Drawing Device;

- (xx) "Drawing Date" in relation to a Game of Lotto Strike means the date on which the Winning Numbers are selected in respect of that Game of Lotto Strike and, provided there is no inconsistency and where the context admits, includes the date on which the Winning Numbers are selected in respect of a Second Drawing of a Game of Lotto Strike;
- (xxi) "Drawing Device" means equipment as Approved by the Minister from time to time used to Conduct a Drawing;
- (xxii) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of an Agent;
- (xxiii) "Entry" means the Numbers in a Game of Lotto Strike which have been recorded in the central processing computer equipment, which have been selected by way of an Entry Form or Automatic Entry, which (subject to Rule 6(h)) have been Imprinted on the same numbered line on a Ticket and in respect of which the correct Subscription has been paid;
- (xxiv) "Entry Form" means the Approved form to be completed by a Player wishing to use this form of Entry to enter a Game of Lotto Strike and/or a Game of Promotional Lotto Strike;
- (xxv) "Exchange Multi-Draw Ticket" means a Ticket issued to a Player:
- (1) who surrenders a Multi-Draw Ticket to collect or to claim a Prize won in respect of that Multi-Draw Ticket;
  - (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multi-Draw Ticket;
  - (3) where the Exchange Multi-Draw Ticket shall be Imprinted with the same Numbers as the Multi-Draw Ticket surrendered; and
  - (4) where the Exchange Multi-Draw Ticket shall be considered the Multi-Draw Ticket in respect of the remaining Drawing/s.
- (xxvi) "Fee" means the sum of the Commission and Subscription;
- (xxvii) "Game of Lotto" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Promotional Lotto;
- (xxviii) "Game of Lotto Strike" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include a Game of Promotional Lotto Strike;
- (xxix) "Game of Promotional Lotto Strike" means a public lottery Conducted for the purpose of promoting a Game of Lotto Strike, and in respect of which:
- (1) eligibility to enter is confined to Players in a Game of Lotto Strike; and

- (2) no further Subscription or Commission is charged;
- (xxx) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;
- (xxxi) "Jackpot Drawing" means the next Drawing of a Game of Lotto Strike (other than a Second Drawing) as approved by the Licensee following the Drawing of a Game of Lotto Strike (other than a Second Drawing), where there is no winner in accordance with Rule 11(f) Division 1 (Strike 4)(i);
- (xxxii) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;
- (xxxiii) "Lotto Draw" means the Drawing of the Game of Lotto in accordance with the Licence granted to the Licensee;
- (xxxiv) "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.
- (xxxv) "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;
- (xxxvi) "Maximum Jackpot Drawing Prize" means the maximum amount payable as a Prize in a Jackpot Drawing as approved by the Licensee from time to time;
- (xxxvii) "Minister" means the Minister for the time being administering the Act;
- (xxxviii) "Monday Competition" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Monday of each week;
- (xxxix) "Multi-Draw Entry" means an Entry where the same Numbers are valid for more than one Drawing;
- (xl) "Multi-Draw Ticket" means a Ticket issued in respect of more than one Drawing;
- (xli) "Operator Licence" means the operator licence granted to the Licensee, pursuant to the Act, to conduct any public lottery for which it, from time to time, holds a Product Licence granted pursuant to the Act;
- (xlii) "Numbers" has the same meaning as section 5 of the Act;

- (xlili) "Overseas Authority" means a person who is authorised to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike in Participating Areas overseas;
- (xliv) "Panel" means a separate matrix in relation to an Entry consisting of four (4) lines, each line consisting of the Numbers 1 to 10 (inclusive) and 20, 30 and 40 in arithmetical sequence in the Monday Competition, Wednesday Competition and Saturday Competition;
- (xlv) "Participating Area" means a State, Territory or Country in which a person is authorised to Conduct Games of Lotto Strike under a corresponding law;
- (xlvi) "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 Game of Promotional Lotto Strike and who holds, bears and submits a ticket in the Game of Promotional Lotto Strike to the Licensee, an Agent or a Direct Mail Agent for the purposes of receiving a Prize;
- (xlvii) "Prize" means any Prize determined in accordance with Rule 11;
- (xlviii) "Prize Allocation" means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Lotto Strike as specified in Rule 11(a);
- (xlix) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Strike Prize Fund Account;
- (l) "Prize Pool" has the meaning in Rule 11(b);
- (li) "Prize Reserve Fund" means the fund located in the Prize Fund under Section 27 of the Act containing:
- (1) the amounts specified in Rule 11(c); and
  - (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;
- (lii) "Product Licence" means the product licence granted to the Licensee to Conduct Games of Lotto Strike and Games of Promotional Lotto Strike pursuant to Section 12 of the Act;
- (liii) "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;

- (liv) "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;
- (lv) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;
- (lvi) "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;
- (lvii) "Regulation" means a regulation made under the Act;
- (lviii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;
- (lix) "Saturday Competition" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Saturday of each week;
- (lx) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;
- (lxi) "Standard Entry" means an Entry referred to in Rule 8;
- (lxii) "Subscription" means the amounts paid for Entries but does not include the following:
  - (1) Ancillary Fee; or
  - (2) Commission, unless the Act expressly provides otherwise;
- (lxiii) "Ticket" means the receipt, whether it be in documentary, electronic or other form, which is the official confirmation that a Player has paid the correct Subscription for a valid Entry in a Game of Lotto Strike, and which:
  - (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;
- (lxiv) "Ticket Serial Number" means the numbers and/or letters Imprinted on a Ticket and which constitute an official identification of the issue of a Ticket;
- (lxv) "Wednesday Competition" means the Game of Lotto Strike drawn, unless the Licensee determines otherwise, on the Wednesday of each week;

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

(1) Example:

Numbers selected, in order of selection, are:

5, 15, 10, 20

The numbers drawn in the Corresponding Lotto Draw, in order of drawing, are:

10, 15, 20, 5

The Winning Number is:

15

(2) Example:

Numbers selected, in order of selection, are:

5, 15, 10, 20

The numbers drawn in the Corresponding Lotto Draw, in order of drawing, are:

5, 30, 10, 20

The Winning Numbers are:

5, 10, 20

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

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

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

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence and the Product Licence, and shall apply to every Game of Lotto Strike and Game of Promotional Lotto Strike.
- (b) 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) A Drawing in relation to a Game of Lotto Strike shall take place after the acceptance of Entries has closed for that Game of Lotto Strike.
- (d) Games of Lotto Strike will be drawn on Monday, Wednesday and Saturday of each week unless the Chief Executive Officer determines otherwise.
- (e) 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.

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

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

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

- (a) All instructions and conditions printed on the Entry Form and Ticket and these Rules shall apply to each Game of Lotto Strike and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on the Entry Form and Ticket these Rules shall prevail.
- (c) These Rules shall apply to each Game of Promotional Lotto Strike and shall be binding on all Players.
- (d) By entering a Game of Lotto Strike or Game of Promotional Lotto Strike, Players agree to be bound by these Rules 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 Strike is to select four (4) Numbers in a Panel, which Numbers are in the exact same order as the first four (4) Winning Numbers drawn in the Corresponding Lotto Draw.

**RULE 5      ELIGIBILITY FOR INCLUSION IN A GAME OF LOTTO STRIKE**

- (a) In order for an Entry to be eligible for inclusion in a Game of Lotto Strike, before the close of acceptance of Entries into that Game of Lotto Strike;
  - (i) the Entry must have been recorded by the central processing computer equipment of the Licensee;
  - (ii) a valid Ticket must have been issued by the Computer Linked Terminal;
  - (iii) the Entry details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
  - (iv) the Player must have paid the correct Subscription in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.
- (c) Entry into a Game of Lotto Strike is contingent on an Entry into a Game of Lotto being taken immediately prior to the Lotto Strike Entry being purchased ie: in the same transaction.

## **RULE 6      RULES APPLYING TO ENTRIES AND TICKETS**

- (a) A Lotto Strike Entry may be effected by using a Lotto Strike Entry Form or by Marking the Strike Bounded Area on a Lotto Entry Form. A Lotto Strike 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 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) Where a Lotto Strike Entry Form is used to effect an Entry, each Number selected must be Marked.
- (c) A Number greater than 10, which is not 20, 30 or 40, must be selected by Marking, in accordance with this provision, the two Numbers the sum of which total the Number to be selected.

*Example:*

*The Number 25 is to be selected by Marking the Numbers 5 and 20.*

- (d) Each Lotto Strike Entry Form will contain Bounded Areas “Mon”, “Wed” or “Sat”. An Entry 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 in the Monday Competition only must be effected by marking “Mon” on the Entry Form. An Entry in the Wednesday Competition only must be effected by Marking “Wed” on the Entry Form. An Entry in the Saturday Competition only must be effected 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. A Boxed Entry must be effected by Marking the Bounded Area “Boxed Selection” on the Entry Form.
- (e) Where a Lotto Strike Entry is effected by Marking the Strike Bounded Area on a Lotto Entry Form, the Drawing Date for such Entry will be the same as the Drawing Date in respect of the Lotto Draw for which the Lotto Entry Form has been submitted.
- (f) A completed Entry Form or any other approved Entry 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.
- (g) Subject to Rule 6(i) below acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form issued by the Licensee or its 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.

- (h) In the event that the details recorded on the Player's Ticket are not consistent with the details held by the Licensee by way of Computer Records then the latter shall apply to the exclusion of the former and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (i) 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 into the Game of Lotto Strike as determined by the Licensee
- (j) An Agent who has sold an Entry may cancel the Entry or the Ticket to which it relates, with the approval of the Licensee on the day of purchase of the Entry prior to the close of acceptance of Entries into a Game of Lotto Strike. As determined by the Licensee when an Entry and the Ticket to which it relates have been cancelled by an Agent, the Player shall be refunded the Subscription and any Commission paid in respect of such Entry. A cancelled Entry and a cancelled Ticket relating to the cancelled Entry shall be void and no Prize shall be payable by the Licensee in respect of the cancelled Entry or Ticket.
- (k) Without limiting the provisions of Rule 15, the Licensee may, in its absolute discretion and subject to the capability of its central processing computer equipment, at any time prior to the close of acceptance of Entries into a Game of Lotto Strike effect a cancellation of an Entry or the Ticket issued in respect of such Entry. When an Entry or the Ticket issued in respect of such Entry has been cancelled the Player shall be refunded the Subscription in respect of such Entry. A cancelled Entry or cancelled Ticket relating to the cancelled Entry shall be void and no Prize shall be payable by the Licensee in respect of such cancelled Entry or Ticket.
- (l) 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.
- (m) Where an Entry in a Game of Lotto Strike has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded in the Computer Records but:
  - (i) no 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 Game of Lotto Strike; and
  - (ii) the Agent has failed to cancel the Entry before the close of acceptance of Entries in respect of that Game of Lotto Strike; then

the Agent shall be liable for and shall meet the cost of the Subscription in respect of that 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.
- (n) 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.
- (o) 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 or modem (internet) or otherwise. Entry into a Game of Lotto Strike 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.
- (p) 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.
- (q) 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 these Rules in Schedule 1. By entering a Game of Lotto Strike the Player accepts liability to pay the Commission to the Licensee. The Subscriptions quoted in Rule 8 and Rule 9 exclude Commission.
  
- (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      STANDARD ENTRY**

- (a) A Standard Entry is the selection of four (4) 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, four (4) Numbers shall have been Marked in each Panel, comprising one (1) Number in each line in each Panel.
- (c) No fewer than one (1) Panel 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.
- (d) The Subscription for each Standard Entry shall be:
  - (i) In respect of both the Monday Competition and Wednesday Competition, \$2.00 for each Panel selected.
  - (ii) In respect of both the Monday Competition and Saturday Competition, \$2.00 for each Panel selected.
  - (iii) In respect of both the Wednesday Competition and Saturday Competition, \$2.00 for each Panel selected.
  - (iv) In respect of the Monday Competition, Wednesday Competition and Saturday Competition, \$3.00 for each Panel selected.
  - (v) In respect of either the Monday Competition or Wednesday Competition or Saturday Competition, \$1.00 for each Panel selected.
- (e) If more than four (4) 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 each line in that Panel in descending arithmetical sequence until four (4) Marked Numbers in the Panel, comprising one Number in each line in that Panel, remain.
- (f) If less than four (4) Numbers in a Panel, comprising one Number in each line 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 Strike shall not take effect and the Licensee shall return the Entry Form together with any Fees therewith to the Player.

## **RULE 9      BOXED ENTRY**

- (a) A Boxed Entry may be made by way of an Entry Form or via Automatic Entry.
- (b) A Boxed Entry is the equivalent of twenty four (24) Standard Games, and represents the entire twenty four (24) possible combinations of any four (4) selected Numbers.
- (c) Where a Boxed Entry is effected using an Entry Form, four (4) Numbers and the Bounded Area "Boxed Selection" are Marked on that form.
- (d) Only one Panel on the Entry Form may be Marked in respect of a Boxed Entry. An Automatic Entry may include no more than one (1) Boxed Entry.
- (e) Notwithstanding any other provision in these Rules, where a Mark on an Entry Form for a Boxed Entry which has been forwarded to the Licensee by post has not been made in accordance with this Rule 9, the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, accept such Entry Form and interpret any selections thereon in such manner and having regard to such factors as the Chief Executive Officer determines. Thereafter such Boxed Entry shall be included in that Game of Lotto Strike 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.
- (f) The Subscription for a Boxed Entry in respect of one Drawing is \$24.00. In respect of a Boxed Entry in:
  - (i) Both the Monday Competition and Wednesday Competition, the Subscription is \$48.00.
  - (ii) Both the Monday Competition and Saturday Competition, the Subscription is \$48.00.
  - (iii) Both the Wednesday Competition and Saturday Competition, the Subscription is \$48.00.
  - (iv) The Monday Competition, Wednesday Competition and Saturday Competition, the Subscription is \$72.00.
- (g) Numbers selected in a Boxed Entry are Winning Numbers if they match any of the first four (4) numbers drawn, in any order, in the Corresponding Lotto Draw.

## **RULE 10 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 Game of Lotto Strike or Game of Promotional Lotto Strike.
- (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 10 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 12(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 10(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 in respect of an Entry.
- (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 must be received by the Licensee or an Agent in sufficient time to be processed before the close of acceptance of Entries relating to that Entry. For the purposes of this paragraph an Entry will be taken to be received when details thereof have been recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(i) 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 into the Game of Lotto Strike by the Licensee before the close of acceptance of Entries into the first Game of Lotto Strike for which it has been received. 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 Game of Promotional Lotto Strike:
  - (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Lotto Strike;
  - (ii) Without limiting Rule 10(n)(i), the form of entry in a Game of Promotional Lotto Strike may be any of the following (or combination of the following):
    - (1) part of a Ticket;
    - (2) any other ticket or document; and

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

## **RULE 11 PRIZES**

- (a) The Prize Allocation in the Game of Lotto Strike shall be not less than sixty two percent (62%) of Subscriptions.
- (b) The Prize Pool in a Game of Lotto Strike shall be funded from the Prize Allocation and shall be not less than sixty percent (60%) of Subscriptions.
- (c) The Prize Reserve Fund in respect of a Game of Lotto Strike shall be funded from the Prize Allocation and shall retain an amount equal to two percent (2%) of Subscriptions and shall be used to:
  - (i) fund the rounding up required pursuant to Rule 11(f);
  - (ii) fund any difference between the Division 1 Prize Guarantee and the Prize Pool allocation pursuant to Rule 11(f) Division 1;
  - (iii) fund any prize payable pursuant to Rule 11(h), Rule 11(i) and Rule 11(j).
- (d) Prizes for each Game of Lotto Strike shall be paid by the Licensee from the Prize Pool in accordance with the provisions and classifications of Rule 11(f) Division 1 (Strike 4), Division 2 (Strike 3), Division 3 (Strike 2) and Division 4 (Strike 1) Prizes.
- (e) Any such Prize shall, where only one (1) Entry is eligible for that Prize, be payable in respect of that Entry, or shall where two (2) or more Entries are eligible for that Prize, be shared equally between those Entries.
- (f) Subject to a rounding up process (which shall be to the nearest sum containing a ten (10) cent multiple) the Prize Pool shall be distributed as nearly as possible in the percentages shown below. Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where there is no winner in any one division, subject to the provisions of Division 1 (Strike 4) (ii) of this paragraph (c) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next lower division in the order as shown below. Where there is no winner in Division 3 (Strike 2) the Prize money payable in respect of that division shall be added to the Prize money allocated to the next higher division.

Where there is no winner in Division 2 (Strike 3) and Division 3 (Strike 2) the Prize money payable in respect of those divisions shall be added to the Prize money allocated to Division 1 (Strike 4) and jackpotted to the Jackpot Drawing if not won in the current Draw.

Division 1 (Strike 4):

- (i) A Prize of an amount equal to 45% of the Prize Pool, less that proportion of the Prize Pool required to fund the Division 4 (Strike 1) Prize, shall be payable in respect of any Entry which, or shall be shared equally between any two (2) or more Entries each of which, contains all four (4) of the Winning Numbers.

The Division 1 Prize Guarantee is \$100,000.00.

- (ii) If no Prize in this division is payable in respect of any Entry in accordance with (i) above, the Prize which would otherwise have been payable shall be retained in the Prize Fund so as to form part of the monies which are payable in respect of any Entry which, or shared equally between any two (2) or more Entries each of which, contains all the Winning Numbers in the Jackpot Drawing, provided that at no time shall a Prize in a Jackpot Drawing exceed the Maximum Jackpot Drawing Prize.
- (iii) Where the Jackpot Drawing Prize has reached the approved maximum level as provided in (ii) above, those monies in excess of the approved maximum level that would otherwise have been payable shall be retained in the Prize Fund so as to form part of any Prize payable in accordance with (i) above.

Division 2 (Strike 3):

A Prize of an amount equal to 10% of the Prize Pool shall be payable in respect of any Entry which, or shall be shared equally between any two (2) or more Entries each of which contains three (3) but not more than three (3) Winning Numbers.

Division 3 (Strike 2):

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

Division 4 (Strike 1):

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

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

(h) Second Drawing

The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs, provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Game of Lotto Strike whether following a Monday 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 made in respect of the Monday Competition or Wednesday Competition or 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 shall not require the payment of any further Subscription;
  - (iii) the Prize or Prizes payable in relation to the Second Drawing shall be payable in respect of any Entry which, or shall be payable in equal shares in respect of any two (2) or more Entries each of which, contains all the Winning Numbers;
  - (iv) the amount or amounts of such Prize or Prizes shall be determined by the Chief Executive Officer.
  - (v) the Second Drawing shall not constitute a separate Game of Lotto Strike but shall be part of either a Monday Competition and/or Wednesday Competition and/or Saturday Competition.
- (i) A Game of Lotto Strike may include:
- (i) an additional Prize or Prizes; and/or
  - (ii) Prizes paid on special occasions; and/or
  - (iii) Prizes paid pursuant to Rule 11(h).
- Any such Prize or Prizes may be paid in monetary terms or in kind.
- (j) Prizes in a Game of Promotional Lotto Strike:
- (i) The Prizes payable in a Game of Promotional Lotto Strike may consist of one or more of the following:
    - (1) money;
    - (2) holidays;
    - (3) travel;
    - (4) accommodation;
    - (5) services or goods provided by the Licensee or by persons or bodies other than the Licensee, whether or not for valuable consideration;
    - (6) Entries in a Game of Lotto Strike or another lottery conducted by the Licensee; and
    - (7) such other Prizes as may (subject to this clause) be determined by the Chief Executive Officer.
  - (ii) A Prize in a Game of Promotional Lotto Strike must not consist of or include tobacco.

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

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

## **RULE 12      ANNOUNCEMENT OF PRIZES**

- (a) Following each Drawing of a Game of Lotto Strike the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i) the Winning Numbers;
  - (ii) the amount of the Prize Pool allocated to each Division;
  - (iii) the value of 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 and Division 4.
  
- (b) Following each Drawing of a Game of Lotto Strike 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 10(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 13(a), 13(h), 13(i) and 13(k) 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 Game of Promotional Lotto Strike as soon as possible after the completion of such Game of Promotional Lotto Strike.
  
- (d) The Licensee shall make available to the media (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 13      PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Game of Lotto Strike:
  - (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 13(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 13(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 13(l) hereof.
- (c) For Registered Players, where a:
  - (i) Prize must be claimed in accordance with Rule 13(b) hereof, the Prize may be paid in accordance with the procedure and conditions set out in Rule 13(d) hereof; and
  - (ii) Prize of one (1) free Standard Automatic Entry is to be paid in accordance with Rule 11(f) Division 4, such Prize will be paid by an Agent with a Computer Linked Terminal upon surrender of a winning Ticket not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Such Prizes not so claimed will be paid by the Licensee after the expiry of eight (8) weeks after the Drawing Date.
- (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 the lodgement of a Prize claim form, whichever is the latter, and shall be payable by cheque or, if requested by the Prize Winner by electronic funds transfer.
- (e) For Registered Players, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by an Agent with a Computer Linked Terminal not earlier than the day immediately after, and not later than eight (8) weeks after, the relevant Drawing Date. Prizes not so claimed will be paid by the Licensee by cheque or at the discretion of the Licensee by electronic funds transfer after the expiry of eight (8) weeks after the Drawing Date.
- (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) Subject to Rules 13(a), 13(b), 13(c), 13(d), 13(e) and 13(f) 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 not paid by an Agent in accordance with Rule 13(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.

(i) A:

- (i) Registered Player who claims to be entitled to a Provisional Prize pursuant to Rule 13(b) and who has not been notified within five (5) days in accordance with Rule 13(b) and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal; or
- (ii) Player who claims to be entitled to a Provisional Prize and whose Ticket is not shown as a winning Ticket on a Computer Linked Terminal;

must claim 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 13(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 13(i) will be rejected and the Licensee shall have no liability in relation thereto.

- (j) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 13(i) shall be entitled to that Provisional Prize if it is found by the Licensee to be a winning Entry before the expiry of the Provisional Period, and in such case the Provisional Prize amount shall be varied to take into account the new Provisional Prize Winner.

(k) A:

- (i) Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
- (ii) Registered Player who claims to be entitled to a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not has not been paid in accordance with Rule 13(e);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 13(l).

- (l) The particulars required in accordance with Rules 13(a), 13(b), 13(i) and 13(k) are:

- (i) the name and address of the Player;

- (ii) the Ticket Serial Number;
  - (iii) the Numbers included on the relevant numbered line on the Ticket;
  - (iv) the Player's registration number if a Registered Player;
  - (v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and
  - (vi) such further evidence or information as the Licensee requires;
- (m) A Division 4 (Strike 1) Prize not claimed through a Computer Linked Terminal within a period of time determined by the Chief Executive Officer will be processed in accordance with the following:
- (i) A Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
    - (1) where the cash Prize is a Provisional Prize, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer;
    - (2) where the cash Prize does not exceed \$1,000.00, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer;
  - (ii) A Registered Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry. The free Standard Entry will be sent by mail;
  - (iii) A Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
    - (1) where the cash Prize is a Provisional Prize, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, if requested by the Prize-winner, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
    - (2) where the cash Prize does not exceed \$1,000.00, the Division 4 (Strike 1) Prize will be converted to cash and the total remittance due will be paid by the Licensee by cheque or, at the discretion of the Licensee, by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
  - (iv) A Player who wins a Division 4 (Strike 1) Prize shall be issued with one free Standard Entry following receipt of a Prize claim form containing or accompanied by the like particulars set out in Rule 13(I) and any other evidence that the Chief Executive Officer may from time to time require;

- (n) Notwithstanding the provisions of this Rule 13 if an Entry which would otherwise have been entitled to a Prize not exceeding \$1,000.00 is discovered after the payment of Prizes has commenced the Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, pay to the Player the same Prize as is being paid to winning Players or such other Prize amount as determined by the Chief Executive Officer.
- (o) The Chief Executive Officer may, in the Chief Executive Officer's absolute discretion, require a person claiming to be entitled to a Prize or a Provisional Prize 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(xlvi) or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (p) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (q) Subject to Rule 13(i), at any time before the payment of Prizes the Chief Executive Officer may correct an error made in determining the number of Entries entitled thereto or the amount thereof.
- (r) 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.
- (s) 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.
- (t) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (u) 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;
- (v) 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.

(w) 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.

(x) The payment of all Prizes pursuant to this Rule 13 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 13 and the Chief Executive Officer is, after such payment has been made, of the view 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.

(y) 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.

(z) Any Prize to be paid in accordance with Rule 11(h) or Rule 11(j) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may, in the Chief Executive Officer's sole discretion, direct.

(aa) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.

(bb) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.

(cc) The Licensee accepts no responsibility or liability for lost or stolen Tickets. 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.

(dd) Payment of Prizes in a Game of Promotional Lotto Strike

(i) A Prize is not payable in a Game of Promotional Lotto Strike unless:

(1) The entry submitted in a Game of Promotional Lotto Strike is in the form determined by the Chief Executive Officer under Rule 10(n)(i); and

- (2) If the form of entry requires the Player to have purchased a Ticket in a Game of Lotto Strike, the Ticket in the Game of Lotto Strike must satisfy any test used by Chief Executive Officer to determine whether the Ticket in the Game of Lotto Strike is valid; and
  - (3) the claimant has complied with all conditions relating to the Game of Promotional Lotto Strike advertised under Rule11(k)(ii).
- (ii) The Licensee may record on an entry in a Game of Promotional Lotto Strike a verification code or other test and use it to determine whether the entry in a Game of Promotional Lotto Strike is valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Lotto Strike, on which such a test is recorded, if the entry does not satisfy the test.

## **RULE 14      DISQUALIFICATIONS**

(a) Notwithstanding that:

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

an Entry in a Game of Lotto Strike or entry in a Game of Promotional Lotto Strike may be disqualified and no Prize claim shall be made in respect of it, if the Chief Executive Officer is of the opinion that it should be so disqualified. Any Ticket having issued in respect of an Entry in a Game of Lotto Strike which is disqualified shall automatically be void and cancelled.

(b) The reason for disqualification may include but are not limited to:

- (i) if more than one Panel is completed on a Boxed Entry;
- (ii) tender of insufficient Fee, a dishonoured cheque or unacceptable form of remittance;
- (iii) the Player has defaulted in payment of any previous Fee;
- (iv) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (v) Ticket fails any security tests of the Licensee;
- (vi) reasonable suspicion of unauthorised use of a Computer Linked Terminal;
- (vii) a malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment; or
- (viii) 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.

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

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

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

## **RULE 15      LIMITATION OF LIABILITY**

- (a) By entering a Game of Lotto Strike or a Game of Promotional Lotto Strike 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.
- (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 a ticket in a Game of Promotional Lotto Strike 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 a ticket in a Game of Promotional Lotto Strike. The Licensee shall have discharged all liability in relation to payment of a Prize by making payment to a person in accordance with Rule 13.
- (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 Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15(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 Game of Lotto Strike or entry in a Game of Promotional Lotto Strike 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 15(d)(i) and Rule 15(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 Game of Lotto Strike or Game of Promotional Lotto Strike; and
  - (ii) without prejudice to the generality of Rule 15(e)(i) hereof, any negligence, omission, delay or failure in relation to:
    - (1) the payment 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
    - (4) the inclusion of an Entry in any particular Game of Lotto Strike or an entry in any particular Game of Promotional Lotto Strike 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 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 Strike or Game of Promotional Lotto Strike due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (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 Strike, an Agent shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (i) In the cancellation of a Ticket, the processing of a Prize claim form, the submission of a Prize claim form to the Licensee and the payment of a Prize, an Agent shall at all times and for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (j) Notwithstanding the provisions of Rule 15(h), in the acceptance of Commission in respect of an Entry 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 15(a) to 15(j) inclusive as those protected by said Rules.

## **RULE 16      EFFECTIVE DATE**

- (a) The Lotto Strike 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 17      AGREEMENTS RELATING TO A GAME OF PROMOTIONAL LOTTO STRIKE**

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

**SCHEDULE 1**

**COMMISSION PAYABLE FOR LOTTO STRIKE GAMES**

<b>Entry Type</b>	<b>Number of Games</b>	<b>1 draw</b>	<b>2 draws</b>	<b>3 draws</b>
<b>Standard (Per Panel)</b>	1	\$0.20	\$0.40	\$0.60
	2	\$0.20	\$0.40	\$0.60
	3	\$0.20	\$0.40	\$0.60
	4	\$0.25	\$0.50	\$0.75
	5	\$0.30	\$0.60	\$0.90
	6	\$0.35	\$0.70	\$1.05
	7	\$0.40	\$0.80	\$1.20
	8	\$0.45	\$0.90	\$1.35
	9	\$0.50	\$1.00	\$1.50
<b>Boxed</b>	24	\$1.20	\$2.40	\$3.60

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