

## **PUBLIC LOTTERIES ACT 1996**

### **LOTTO STRIKE RULES**

#### **EXPLANATORY NOTE**

It is hereby notified that the Executive Director, Policy and Programs, L&GNSW , Department of Enterprise, Investment & Trade, under delegation of 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 13 June 2025. 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) "Advance Entry" means an Entry for a nominated Draw in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee.
  - (iii) "Ancillary Fee" means a fee charged to a Player from whom a Reseller accepts an Entry over and above the Subscription and the Commission;
  - (iv) "Approved" means approved in writing by the Minister;
  - (v) "Australian Consumer Law" means schedule 2 of the *Competition and Consumer Act 2010* (Cth);
  - (vi) "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 Coupon) wherein:
    - (1) the selection of Numbers is made by way of a Computer Linked Terminal or the central processing computer equipment of the Licensee; and/or
    - (2) the Numbers are the Numbers previously selected by a Player and stored in the central processing computer equipment of the Licensee.
  - (vii) "Boxed Entry" means an Entry referred to in Rule 9;
  - (viii) "Chief Executive Officer" means the Chief Executive Officer of the Licensee or such delegate appointed by the Chief Executive Officer pursuant to Rule 3(g);
  - (ix) "Close of Acceptance" means the day and time of day determined by the Licensee and published on the Website after which Entries will not be accepted;
  - (x) "Commission" means an amount:
    - (1) paid to, deducted by or retained by a Retailer in connection with a Subscription (whether or not in the person's capacity as a Retailer); 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 its related bodies corporate, or places of business of its Retailers 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;
  - (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 Game of Lotto Strike; and
    - (2) where appropriate a Player's entry in a Game of Promotional Lotto Strike;
  - (xiii) "Conduct" in relation to a Game of Lotto Strike, a Game of Promotional Lotto Strike and a Lottery Game has the same meaning as assigned to it by Section 4(1) of the Act;

(xiv) "Corresponding Lottery Draw" means the Lottery Draw which is used to select the four (4) Winning Numbers for Lotto Strike;

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

(xvi) "Division 1 Prize Guarantee" means the Division 1 Prize amounts for the Monday, Wednesday, Friday and Saturday Lotto Strike games determined by the Licensee from time to time;

(xvii) "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;

(xviii) "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;

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

(xx) "Employee" means an employee of the Licensee. In other contexts where appropriate "Employee" includes an employee of a Retailer;

(xxi) "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 Coupon or Automatic Entry, which (subject to Rule 6(g)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;

(xxii) "Entry Coupon" means a form, approved by the Licensee/Chief Executive Officer, to be completed by a Player containing instructions (including the chances of winning) to effect an Entry in the relevant Game of Lotto Strike and/or a Game of Promotional Lotto Strike via a Computer Linked Terminal;

(xxiii) "Friday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Friday of each week;

(xxiv) "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;

(xxv) "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;

(xxvi) "Game Panel" means:

(1) a separate matrix in relation to a Lotto Strike Entry Coupon consisting of four (4) lines, each line consisting of the Numbers 1 to 10 (inclusive) and 20, 30 and 40 in arithmetical sequence; or

(2) a single game on a Ticket and the Entry to which it relates.

(xxvii) "Imprinted" means printed upon a Ticket by the Computer Linked Terminal;

(xxviii) "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);

(xxix) "Licensee" means New South Wales Lotteries Corporation Pty Ltd;

(xxx) "Lottery Draw" means the drawing of the Lottery Games in accordance with the Product Licence granted to the Licensee;

(xxxi) "Lottery Game" means the public lotteries known as "Weekday Windfall" and "Saturday Lotto" Conducted pursuant to the Act, the Operator Licence, the Product Licence, the Weekday Windfall and Saturday Lotto Rules and Regulations but does not include a Promotional Event;

(xxxii) "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.

(xxxiii) "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;

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

(xxxv) "Monday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Monday of each week;

(xxxvi) "Multiple Draws Entry" means an Entry where the same Numbers are Valid for more than one Drawing;

(xxxvii) "Multiple Draws Exchange Ticket" means a Ticket issued to a Player:

- (1) who surrenders a Multiple Draws Ticket to collect or to claim a Prize won in respect of that Multiple Draws Ticket;
- (2) where at the time the Prize is collected or claimed there is one or more Drawing/s remaining in respect of the Multiple Draws Ticket;
- (3) where the Exchange Multiple Draws Ticket shall be Imprinted with the same Numbers as the Multiple Draws Ticket surrendered; and
- (4) where the Exchange Multiple Draws Ticket shall be considered the Multiple Draws Ticket in respect of the remaining Drawing/s.

(xxxviii) "Multiple Draws Ticket" means a Ticket issued in respect of more than one Drawing;

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

(xl) "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;

(xli) "Outlet" means a place at which a Retailer is permitted to accept completed Entries into Games of Lotto Strike and entries into Games of Promotional Lotto Strike;

(xlii) "Player" means a person who:

- (1) has paid the correct Subscription and Commission and Ancillary Fee (where applicable) for an Entry; and/or
- (2) holds a Valid Entry; and/or
- (3) holds, bears and submits a Valid Ticket to the Licensee or a Retailer 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, or a Retailer for the purposes of receiving a Prize;

(xliii) "Prize" means any Prize determined in accordance with Rule 11;

(xliv) "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);

(xlv) "Prize Fund" means an account established under Section 27 of the Act and known as the Lotto Strike Prize Fund Account;

(xlvi) "Prize Pool" has the meaning in Rule 11(b);

(xlvii) "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;

(xlviii) "Promotional Event" means a public lottery, which is not a Lottery Game, that is conducted for the purpose of promoting a Lottery Game in accordance with the Weekday Windfall and Saturday Lotto Rules;

(xlix) "Product Licence" means the product licences granted to the Licensee to Conduct Games of Lotto Strike, Games of Promotional Lotto Strike and Lottery Games pursuant to Section 12 of the Act;

(l) "Provisional Period" means the period of consecutive calendar days approved from time to time by the Chief Executive Officer which starts on the day immediately following the Drawing Date, and which shall be no longer than twenty one (21) consecutive calendar days;

(li) "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;

(lii) "Provisional Prize Winner" means a Player who holds a Ticket which is eligible for a Provisional Prize;

(liii) "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 to that Player;

(liv) "Regulation" means a regulation made under the Act;

(lv) "Reseller" means a Retailer, 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 Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;

(lvi) "Retailer" means a person or agent appointed or approved by the Licensee for purposes associated with Games of Lotto Strike and Games of Promotional Lotto Strike Conducted by the Licensee and includes a Reseller;

(lvii) "Rules" means these Rules made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force;

(lviii) "Saturday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Saturday of each week;

(lix) "Second Drawing" means an additional Drawing conducted as part of a Game of Lotto Strike in accordance with the Rules;

(lx) "Selling Fee" means the sum of the Commission and Subscription and Ancillary Fee (where applicable);

(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 Selling Fee for a Valid Entry in a Game of Lotto Strike, and which:

- (1) contains Entry details; and
- (2) may include a Ticket 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 Number" means the numbers and/or letters Imprinted on a Ticket and which constitute an official identification of the issue of a Ticket in a particular Game of Lotto Strike;

(lxv) "Valid" means:

- (1) in respect of an Entry Coupon, that it satisfies the requirements of these Rules; and
- (2) in respect of a Ticket or an Entry, that nothing in these Rules would prevent the Player who purchased it from being able to claim a Prize otherwise attributable to it;

(lxvi) "Website" means the internet site located at [www.thelott.com/nswlotteries](http://www.thelott.com/nswlotteries) (or such other address as may be advised from time to time);

(lxvii) "Wednesday Lotto Strike" means the Game of Lotto Strike drawn, subject to Rule 2(c), on the Wednesday of each week;

(lxviii) "Weekday Windfall and Saturday Lotto Rules" means the rules which:

(1) govern the Conduct of the Lottery Games made under the Act, any amendment, modification, variation, or abrogation thereof for the time being in force; and

(2) are available on the Website and/or in each Outlet.

(Ixi) "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 Lottery Draw.

(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) A Drawing in relation to a Game of Lotto Strike shall take place after the Close of Acceptance of Entries has closed for that Game of Lotto Strike.
- (c) Games of Lotto Strike will be drawn on Monday, Wednesday, Friday and Saturday of each week unless the Chief Executive Officer determines otherwise as necessary (acting reasonably) to overcome an operational issue.
- (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);
- (e) 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 and set out in the relevant promotional terms and conditions.
- (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) A ticket in a Game of Promotional Lotto Strike may include one or more Prizes to be won on the same ticket.
- (m) 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 Coupon 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 Coupon, Ticket or promotional materials, these Rules shall prevail to the extent of any inconsistency.
- (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. To the extent that a situation or issue arises for which these Rules make no provision or in relation to which these Rules or their application are unclear, the Chief Executive Officer reserves the right to make a decision regarding such situation or issue acting in good faith and, subject to any regulator direction to the contrary, such decision will be final and binding.
- (e) The Rules that are enforced at the time of purchase of a ticket in a Game of Lotto Strike or a Promotional Game of Lotto Strike are contractually binding on the Licensee and the Player.
- (f) A Retailer has no authority to bind the Licensee in contract or otherwise.
- (g) 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.
- (h) 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(g).
- (i) These Rules will be displayed and made available for inspection at each Outlet.

#### **RULE 4            OBJECT**

The object of the Game of Lotto Strike is to select four (4) Numbers in a Game Panel, which are in the exact same order as the first four (4) Winning Numbers drawn in the Corresponding Lottery 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 Selling Fee 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 within the same transaction of a Lotto Strike Entry being purchased except where the Entry is a free Standard Automatic Entry.

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

- (a) A Lotto Strike Entry Coupon may be used by a Player to enter a Game of Lotto Strike within the same transaction as a Game of Lotto Entry, or by marking the Lotto Strike area on the Lotto Entry Coupon in accordance with the instructions appearing on the Entry Coupon. In order to ensure a fair game experience for all Players, a Player shall not mark an Entry Coupon other than by hand unless the prior approval of the Licensee has been obtained. Without this approval such Entry Coupon 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 Coupon is used to effect an Entry, 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 of which the sum totals the Number to be selected. For example, to select the number 25, a Player would select the Number 5 and the Number 20 in a single row of an Entry Coupon, which together total 25.
- (c) Where a Lotto Strike Entry is effected by marking the Lotto Strike area on a Lotto Entry Coupon, the Drawing Date for such Entry will be the same as the Drawing Date in respect of the Lottery Draw for which the Lottery Draw Entry Coupon has been submitted.
- (d) A completed Entry Coupon or any other approved form of entry (including Automatic Entry) made in accordance with these Rules shall be accepted by a Retailer and processed on a Computer Linked Terminal and evidenced by the issue of the Ticket to the Player on the payment of the Selling Fee.
- (e) Subject to Rule 6 (h) 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 Retailer 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, that all details on the Ticket are legible, and that the Ticket does not appear to have been defectively printed, at the time the Ticket is received by a Player from the Retailer. The Player will be taken to have acknowledged that all particulars and details appearing on the Ticket are correct if, promptly after receiving the Ticket, they do not seek a replacement Ticket that addresses such matters. No Entry Coupon shall have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (f) In order to ensure a fair game experience for all Players, 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, the details held by way of Computer Records shall be considered final and shall determine what Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (g) Without limiting the provisions of Rule 14 the following apply –
  - (i) A Player may return a Ticket and request that the Ticket and the Entry to which it relates be cancelled by a Retailer. The Retailer shall cancel the Ticket and the Entry to which it relates on that day provided it is returned to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
  - (ii) A Retailer who has sold an Entry into a Game of Lotto Strike may cancel the Entry and the Ticket to which it relates.
  - (iii) A Ticket and the Entry to which it relates may be voided or cancelled by the Licensee (acting reasonably) prior to the Close of Acceptance and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal to void or cancel a Ticket and the Entry to which it relates.
- (h) Where an Entry and the Ticket to which it relates has been cancelled by the Licensee or the Retailer, the Player shall be refunded the Selling Fee paid in respect of such Entry. Rule 6(h) is not applicable

to a Division 4 (Strike 1) free Standard Entry Prize as described in Rule 11(f).

- (i) In order to ensure a fair game experience for all Players the details held by the Licensee by way of Computer Records are regarded as final. As such, 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, and no Prize shall be payable in respect of such Ticket unless such voiding or cancellation was the result of fraud, wilful misconduct or a negligent act or omission by the Licensee. When cancelling a Ticket, it is the responsibility of the Player to ensure that the correct Ticket has been cancelled based on the cancellation receipt or other information provided to the Player, and to inform the Retailer or the Licensee if, based on the receipt or other information, there has been an error in relation to cancellation of the Ticket. The Licensee shall not be liable to the Player in respect of an error in the cancellation of a Ticket if the Player has failed to inform the Retailer or the Licensee of the error in the cancellation of a Ticket unless resulting from fraud, wilful misconduct or a negligent act or omission of the Licensee.
- (j) 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 Selling Fee has been paid to the Retailer 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 Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Game of Lotto Strike; then  
  
the Retailer shall meet the cost of the Selling Fee in respect of that Entry and in such case, for the purposes of these Rules, such Retailer shall:
    - (iii) be considered a Player; and
    - (iv) be the holder of the Entry; and
    - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (k) It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (l) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an Entry Coupon 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 Reseller does not exempt the Player from being bound by these Rules and a Player using a Reseller to submit an Entry Coupon 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 Coupon or any other approved Entry, the issue of any Ticket and the payment of any Prize.
- (m) It shall be the responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (n) 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 as specified in these Rules in Schedules 1 and 2. By entering a Game of Lotto Strike the Player accepts liability to pay the Commission to the Licensee.
- (b)    A Reseller may charge an Ancillary Fee as authorised by the Chief Executive Officer of the Licensee from time to time. Players will be notified of any such changes in accordance with the Reseller's terms and conditions.

**RULE 8                      STANDARD ENTRY**



- (a) A Standard Entry is the selection of four (4) Numbers which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry may be played as a Multiple Draws Entry or Advance Entry.
- (c) Where a Lotto Strike Entry Coupon is used in respect of a Standard Entry, four (4) Numbers shall have been marked in each selected Game Panel, comprising one (1) Number in each line in each Game Panel.
- (d) Where an Entry Coupon is used in respect of a Standard Entry and one or more Game Panels have been marked the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (e) The Selling Fee payable for each Standard Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (f) The minimum number of Standard Entries that can be played is:
  - (i) one (1) Game Panel where entry is made via an Entry Coupon; or
  - (ii) one (1) Game Panel where entry is made via an Automatic Entry.

## **RULE 9            BOXED ENTRY**

- (a) A Boxed Entry may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Boxed Entry may be played as a Multiple Draws Entry or Advance Entry.
- (c) 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.
- (d) Where a Boxed Entry is effected using an Entry Coupon, four (4) Numbers, and the Boxed Entry area are marked on that Entry Coupon for each relevant Game Panel.
- (e) Each Game Panel on the Entry Coupon may be marked in respect of each relevant Boxed Entry. An Automatic Entry may include one (1) or more Boxed Entries.
- (f) Where an Entry Coupon is used in respect of a Boxed Entry and one or more Game Panels have been marked, the Player may request additional Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (g) The Selling Fee for a Boxed Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.
- (h) 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 Lottery Draw.

## **RULE 10                      SUBMISSION OF AN ENTRY**

- (a) The Licensee may impose a reasonable registration fee payable by a Player for the provision by the Licensee of the player registration service. The registration fee will be advised to the Player prior to application. 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 the Licensee or a Retailer.
- (d) The correct Selling Fee (as specified in Schedules 1 and 2) and player registration fee (if applicable) must be paid by a Player to a Retailer or to the Licensee in respect of an Entry.
- (e) The form of payment of the Selling Fee or player registration fee (if applicable) must be acceptable to the Chief Executive Officer (acting reasonably).
- (f) A Player will remain anonymous with respect to having won a Prize unless the Player opts out of anonymity by:
  - (i) appropriately marking a Prize claim form;
  - (ii) notifying the Licensee's representative upon being contacted by such person with notice of having won a Prize; or
  - (iii) completing the relevant section of the membership application form (for Players who become a Registered Player).
- (g) All marks and other written notations appearing on an Entry Coupon are taken to be made or given exclusively by the Player in respect of an Entry.
- (h) No Player may submit an Entry Coupon or other form of entry as trustee, representative or nominee for another person or persons. Each transaction effected by the Player will be conducted solely with the Player.
- (i) An Entry Coupon or Automatic Entry instructions must be received by the Licensee or a Retailer 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(g) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee (acting reasonably).
- (k) 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 prior to commencement of the Game of Promotional Lotto Strike;
  - (ii) Without limiting Rule 10(k)(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 Retailers 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 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 process (which shall be to the nearest sum containing a five (5) cent multiple) the Prize Pool shall be distributed as nearly as possible in the percentages shown below. Monies required for rounding 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 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 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 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 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 Lotto Strike and/or Wednesday Lotto Strike and/or Friday Lotto Strike and/or Saturday Lotto Strike, provided that:

- (i) the Second Drawing shall be conducted following the Drawing of the Monday Lotto Strike and/or Wednesday Lotto Strike and/or Friday Lotto Strike and/or Saturday Lotto Strike or any combination thereof;
  - (ii) an Entry made in respect of the Monday Lotto Strike or Wednesday Lotto Strike or Friday Lotto Strike or Saturday Lotto Strike shall be automatically entered into the Second Drawing in respect of that Monday Lotto Strike or Wednesday Lotto Strike or Friday Lotto Strike or Saturday Lotto Strike 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 Lotto Strike and/or Wednesday Lotto Strike and/or Friday Lotto Strike and/or Saturday Lotto Strike.
- (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 (acting reasonably) 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 each Prize division and the number of Prize Winners in each division.
- (b) Following each Drawing of a Game of Lotto Strike the Licensee may make available to the media as soon as possible after, and in respect of, that Drawing:
  - (i) the names and addresses of Provisional Prize Winners only where anonymity does not apply in accordance with Rule 10(f) 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(i), 13(j) and 13(l) must be made.
- (c) The Licensee may make available to the media 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 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(m) and any other evidence that the Chief Executive Officer may from time to time require (acting reasonably);
  - (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 Division 1 Prize 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(m) 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) for a Division 4 Prize, and such Prize will be paid by a Retailer with a Computer Linked Terminal upon surrender of a winning Ticket, not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer. Such Prizes not so claimed will be paid by the Licensee after a period of time determined by the Chief Executive Officer.
- (d) A Provisional Prize, shall not be payable as a Prize until after the expiry of the Provisional Period and shall be payable by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated Australian bank account.
- (e) For Registered Players:
- (i) a Prize (or in the case of a Registered Syndicate Player, any share of a Prize) not exceeding \$1,000.00, shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket, by the Registered Player to a Retailer unless the Ticket is also entitled to a Provisional Prize in which case it will be paid in accordance with Rules 13(b)-(d);
  - (ii) a Prize not claimed in accordance with Rule 13(e)(i) may be paid by the Licensee (at its election) either by remittance of the funds by electronic funds transfer into the Prize Winner's online account or nominated Australian bank account.
- Prizes paid in accordance with this Rule 13(e) will be paid not earlier than the day immediately after the relevant Drawing Date, and not later than a period of time determined by the Chief Executive Officer (acting reasonably).
- (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, except if it is linked to a winning Entry that is entitled to a Provisional Prize in which case the prizes will be paid at the same time to the Player in accordance with these Rules, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date (acting reasonably).
- (g) Where a winning Entry is entitled to multiple Division 4 (Strike 1) Prizes which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash.

- (h) Subject to Rules 13(a), 13(b), 13(c), 13(d), 13(e) and 13(f) above, a Player being eligible for a Prize which is not a Provisional Prize on a Multiple Draws Ticket may claim or collect that Prize and be issued with an Exchange Multiple Draws Ticket for any subsequent Drawings. For Registered Players, any unclaimed Multiple Draws Ticket Prizes may not be paid until after the expiry of a period of time determined by the Chief Executive Officer after the last Drawing on that Ticket.
- (i) A Prize not paid by a Retailer in accordance with Rule 13(f) will be paid by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated Australian bank account 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 (acting reasonably).
- (j) A:
- (i) Registered Player who claims to be entitled to a Division 1 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 promptly by completing a Prize claim form and delivering it 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(n) and be received 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(j) will be rejected and the Licensee shall have no liability in relation thereto unless the Ticket was wrongly not shown as a winning Ticket on a Computer Linked Terminal as a result of fraud, wilful misconduct or a negligent act or omission by the Licensee.
- (k) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 13(j) 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.
- (l) A nominal and reasonable postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.
- (m) 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 13(e);
- must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 13(m).
- (n) The particulars required in accordance with Rules 13(a), 13(b), 13(j) and 13(l) are:
- (i) the name and address of the Player;
  - (ii) the Ticket 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 reasonably requires.
- (o) 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, it will be paid by the Licensee by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated Australian bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
    - (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee either by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated Australian bank account, and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
    - (3) where a winning Entry pursuant to Rule 13(o)(i) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, a Registered Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid together with the cash Prize;
  - (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 or through electronic form;
  - (iii) A Registered Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee either by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated Australian bank account;
  - (iv) A Player who is not a Registered Player who wins a cash Prize and a Division 4 (Strike 1) Prize:
    - (1) where the cash Prize is a Provisional Prize, it will be paid by the Licensee by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii), and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
    - (2) where the cash Prize does not exceed \$1,000.00, it will be paid by the Licensee by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii) and the Division 4 (Strike 1) Prize will be sent by mail or through electronic form;
    - (3) where a winning Entry pursuant to Rule 13(o)(iv) (1) or (2) is entitled to multiple Division 4 (Strike 1) Prizes, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central

processing computer equipment, a Player will be issued the maximum number of Standard Games with the remainder of the total remittance due for the free Standard Games converted to cash and will be paid by the Licensee by electronic funds transfer following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);

- (v) 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(n) and any other evidence that the Chief Executive Officer may from time to time require;
- (vi) A Player who wins multiple Division 4 (Strike 1) Prizes on one winning Entry, which exceed the maximum number of Standard Games that can be issued by the Computer Linked Terminal and/or central processing computer equipment, will be issued the maximum number of Standard Games with the remainder of the total remittance due to be paid by cash and will be paid by the Licensee either by remittance of the funds by electronic funds transfer into the Prize Winner's online account or a players' nominated Australian bank account following receipt of a Prize claim form lodged in accordance with Rule 13(a)(i) and (ii);
- (p) Notwithstanding the provisions of this Rule 13:
  - (i) the Licensee may elect or agree to pay a prize by cheque once the accumulated and consolidated value of Prizes payable reaches a threshold amount determined by the Chief Executive Officer (acting reasonably);
  - (ii) 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 will pay to the Player the same Prize as is being paid to winning Players .
- (q) 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 additional or alternative 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), (2) or (3) contained in the definition of Player or may fail to meet some or all of the provisions contained in these Rules governing Prize entitlement.
- (r) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (s) Subject to Rule 13(j), 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.
- (t) 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.
- (u) 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.
- (v) Remittances for payments of Prizes may include all Prizes won on the same Ticket.
- (w) 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 direct (acting reasonably),
  - (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;
- (x) Where payment of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the Prize 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 other than that which is a result of fraud, wilful misconduct or a negligent act or omission by the Licensee. A certificate under the hand of the Chief Executive Officer verifying the date of posting shall be conclusive evidence of same. A nominal and reasonable sum may be deducted to cover postage and processing.
- (y) Any Prize sent by the Licensee to a Player and any refund of Selling Fee 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 other than that which is a result of fraud, wilful misconduct or a negligent act or omission by the Licensee.
- (z) 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 (acting reasonably) 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 unless the payment of the Prize to the Player was a result of fraud, wilful misconduct or a negligent act or omission by the Licensee.
- (aa) A Prize may be claimed through a Retailer or by mail directed to the postal address publicly notified from time to time on promotional material published by the Licensee or on the Website. A Prize claim form for a Prize must be forwarded by the Player to the Licensee direct.
- (bb) 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 direct (acting reasonably).
- (cc) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (dd) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (ee) The Licensee accepts no responsibility or liability for lost or stolen Tickets.
- (ff) 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(k)(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 the 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 in any of the circumstances described in Rule 14(b), or in other circumstances in which the Chief Executive Officer reasonably considers are of a similar nature or similarly justify the disqualification of the Entry. 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 reasons for disqualification include:

- (i)            tender of insufficient Selling Fee, a dishonoured cheque or unacceptable form of remittance;
- (ii)           reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
- (iii)           Ticket fails any security tests of the Licensee;
- (iv)           reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
- (v)           a malfunction occurring in respect of the Computer Linked Terminal or the Licensee's central processing computer equipment.

(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 thereof and the Licensee shall in respect thereof refund to the Player any Selling Fee paid. Where the Licensee does not know of the name and address of a Player the Licensee shall publicise, in a reasonable manner, 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) Nothing in these Rules (including in the following provisions of this Rule 15, which must be read subject to this Rule 15(a)):
  - (i) excludes, restricts, or modifies any guarantee, term, condition, warranty or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances; or
  - (ii) limits the liability of the Licensee or any Retailer for fraud or wilful misconduct.
- (b) The total amount recoverable by the Player in respect of any liability owed to a Player in accordance with these Rules is limited as follows:
  - (i) if the liability relates to an Entry, to the greater of:
    - (1) the total amount paid by the Player in respect of that Entry; and
    - (2) if the Player would have won a Prize in respect of that Entry but for the circumstances giving rise to the liability, the amount of such Prize; and
  - (ii) in all other cases, \$10,000.
- (c) The Licensee will have no responsibility or liability to a Player in respect of an Entry until a Ticket is issued to that Player in accordance with these Rules.
- (d) By purchasing an Entry, a player acknowledges that they have entered into an agreement with the Licensee and, where an Entry is purchased from a Retailer, the Retailer and agrees to be bound by the provisions of these Rules which are for the benefit of the Licensee, Directors, the Chief Executive Officer and each and every Retailer.
- (e) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability 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 resulting in loss or corruption of information retained on any Computer Records held by the Licensee except to the extent the loss or corruption was caused by the fraud or wilful misconduct of such person.
- (f) The Licensee, Directors, the Chief Executive Officer, each and every Retailer, and each and every Employee or agent of the Licensee or a Retailer, shall have no liability 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.
- (g) In the acceptance and processing of any Entry Coupon or Automatic Entry culminating in the issue of a Ticket or a ticket in a Game of Promotional Lotto Strike, a Retailer shall for all purposes be the agent of a Player and not the agent of the Licensee or the Chief Executive Officer.
- (h) 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, a Retailer 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.
- (i) Notwithstanding the provisions of Rule 15(d), in the acceptance of Commission in respect of an Entry by a Retailer on behalf of the Licensee, the Retailer shall for this purpose be the agent of the Licensee and not the agent of the Player.

- (j) 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(i) 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)    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 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

## SELLING FEES PAYABLE FOR THE MONDAY OR WEDNESDAY OR FRIDAY OR SATURDAY LOTTO STRIKE THAT APPLY TO RETAILERS (OTHER THAN RESELLERS)

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
1 Game	1	\$1.15	\$1.00	\$0.15
2 Game	2	\$2.25	\$2.00	\$0.25
3 Game	3	\$3.35	\$3.00	\$0.35
4 Game	4	\$4.50	\$4.00	\$0.50
5 Game	5	\$5.60	\$5.00	\$0.60
6 Game	6	\$6.70	\$6.00	\$0.70
7 Game	7	\$7.85	\$7.00	\$0.85
8 Game	8	\$9.00	\$8.00	\$1.00
9 Game	9	\$10.10	\$9.00	\$1.10
10 Game	10	\$11.30	\$10.00	\$1.30
11 Game	11	\$12.35	\$11.00	\$1.35
12 Game	12	\$13.40	\$12.00	\$1.40
13 Game	13	\$14.60	\$13.00	\$1.60
14 Game	14	\$15.70	\$14.00	\$1.70
15 Game	15	\$16.85	\$15.00	\$1.85
16 Game	16	\$17.95	\$16.00	\$1.95
17 Game	17	\$19.10	\$17.00	\$2.10
18 Game	18	\$20.20	\$18.00	\$2.20
19 Game	19	\$21.35	\$19.00	\$2.35
20 Game	20	\$22.45	\$20.00	\$2.45
21 Game	21	\$23.60	\$21.00	\$2.60
22 Game	22	\$24.70	\$22.00	\$2.70
23 Game	23	\$25.85	\$23.00	\$2.85
24 Game	24	\$26.95	\$24.00	\$2.95
25 Game	25	\$28.10	\$25.00	\$3.10
26 Game	26	\$29.20	\$26.00	\$3.20
27 Game	27	\$30.30	\$27.00	\$3.30
28 Game	28	\$31.45	\$28.00	\$3.45
29 Game	29	\$32.55	\$29.00	\$3.55
30 Game	30	\$33.70	\$30.00	\$3.70
31 Game	31	\$34.80	\$31.00	\$3.80
32 Game	32	\$35.95	\$32.00	\$3.95
33 Game	33	\$37.05	\$33.00	\$4.05
34 Game	34	\$38.20	\$34.00	\$4.20
35 Game	35	\$39.30	\$35.00	\$4.30

Entry Type	Equivalent Standard Games	Selling Fee	Subscription	Commission
36 Game	36	<b>\$40.45</b>	\$36.00	\$4.45
37 Game	37	<b>\$41.55</b>	\$37.00	\$4.55
38 Game	38	<b>\$42.65</b>	\$38.00	\$4.65
39 Game	39	<b>\$43.80</b>	\$39.00	\$4.80
40 Game	40	<b>\$44.90</b>	\$40.00	\$4.90
41 Game	41	<b>\$46.05</b>	\$41.00	\$5.05
42 Game	42	<b>\$47.15</b>	\$42.00	\$5.15
43 Game	43	<b>\$48.30</b>	\$43.00	\$5.30
44 Game	44	<b>\$49.40</b>	\$44.00	\$5.40
45 Game	45	<b>\$50.55</b>	\$45.00	\$5.55
46 Game	46	<b>\$51.65</b>	\$46.00	\$5.65
47 Game	47	<b>\$52.80</b>	\$47.00	\$5.80
48 Game	48	<b>\$53.90</b>	\$48.00	\$5.90
49 Game	49	<b>\$55.05</b>	\$49.00	\$6.05
50 Game	50	<b>\$56.15</b>	\$50.00	\$6.15
Boxed 1 Game	24	<b>\$26.95</b>	\$24.00	\$2.95

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 1, multiplied by the number of draws that the Entry is entered into.

## SCHEDULE 2

### SELLING FEES PAYABLE FOR THE MONDAY OR WEDNESDAY OR FRIDAY OR SATURDAY LOTTO STRIKE THAT APPLY TO RESELLERS

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
1 Game	1	\$1.10	\$1.00	\$0.10
2 Game	2	\$2.20	\$2.00	\$0.20
3 Game	3	\$3.30	\$3.00	\$0.30
4 Game	4	\$4.35	\$4.00	\$0.35
5 Game	5	\$5.45	\$5.00	\$0.45
6 Game	6	\$6.55	\$6.00	\$0.55
7 Game	7	\$7.65	\$7.00	\$0.65
8 Game	8	\$8.75	\$8.00	\$0.75
9 Game	9	\$9.85	\$9.00	\$0.85
10 Game	10	\$10.95	\$10.00	\$0.95
11 Game	11	\$12.00	\$11.00	\$1.00
12 Game	12	\$13.10	\$12.00	\$1.10
13 Game	13	\$14.20	\$13.00	\$1.20
14 Game	14	\$15.30	\$14.00	\$1.30
15 Game	15	\$16.40	\$15.00	\$1.40
16 Game	16	\$17.50	\$16.00	\$1.50
17 Game	17	\$18.60	\$17.00	\$1.60
18 Game	18	\$19.65	\$18.00	\$1.65
19 Game	19	\$20.75	\$19.00	\$1.75
20 Game	20	\$21.85	\$20.00	\$1.85
21 Game	21	\$22.95	\$21.00	\$1.95
22 Game	22	\$24.05	\$22.00	\$2.05
23 Game	23	\$25.15	\$23.00	\$2.15
24 Game	24	\$26.25	\$24.00	\$2.25
25 Game	25	\$27.35	\$25.00	\$2.35
26 Game	26	\$28.40	\$26.00	\$2.40
27 Game	27	\$29.50	\$27.00	\$2.50
28 Game	28	\$30.60	\$28.00	\$2.60
29 Game	29	\$31.70	\$29.00	\$2.70
30 Game	30	\$32.80	\$30.00	\$2.80
31 Game	31	\$33.90	\$31.00	\$2.90
32 Game	32	\$35.00	\$32.00	\$3.00
33 Game	33	\$36.05	\$33.00	\$3.05
34 Game	34	\$37.15	\$34.00	\$3.15
35 Game	35	\$38.25	\$35.00	\$3.25

Entry Type	Equivalent Standard Games	Selling Fee*	Subscription	Commission
36 Game	36	<b>\$39.35</b>	\$36.00	\$3.35
37 Game	37	<b>\$40.45</b>	\$37.00	\$3.45
38 Game	38	<b>\$41.55</b>	\$38.00	\$3.55
39 Game	39	<b>\$42.65</b>	\$39.00	\$3.65
40 Game	40	<b>\$43.70</b>	\$40.00	\$3.70
41 Game	41	<b>\$44.80</b>	\$41.00	\$3.80
42 Game	42	<b>\$45.90</b>	\$42.00	\$3.90
43 Game	43	<b>\$47.00</b>	\$43.00	\$4.00
44 Game	44	<b>\$48.10</b>	\$44.00	\$4.10
45 Game	45	<b>\$49.20</b>	\$45.00	\$4.20
46 Game	46	<b>\$50.30</b>	\$46.00	\$4.30
47 Game	47	<b>\$51.35</b>	\$47.00	\$4.35
48 Game	48	<b>\$52.45</b>	\$48.00	\$4.45
49 Game	49	<b>\$53.55</b>	\$49.00	\$4.55
50 Game	50	<b>\$54.65</b>	\$50.00	\$4.65
Boxed 1 Game	24	<b>\$26.25</b>	\$24.00	\$2.25

\* The Selling Fee may be subject to an Ancillary Fee in accordance with Rule 7(b).

The Selling Fee, Subscription and Commission payable for a Multiple Draws Entry are the amounts payable for that Entry Type outlined in Schedule 2, which may be subject to an Ancillary Fee, multiplied by the number of draws that the Entry is entered into.