

PUBLIC LOTTERIES ACT 1996

DRAW LOTTERY RULES

It is hereby notified that the Executive Director, Policy & Programs, Hospitality & Racing at the Department of Creative Industries, Tourism, Hospitality & Sport under delegation of the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of Draw Lottery and Promotional Draw Lottery Games. In accordance with Section 23(3)(b) of the Act, these Rules take effect on and from 13 June 2025. These Rules supersede the Rules notified previously in the Government Gazette.

CONTENTS

RULE 1	DEFINITIONS	3
RULE 2	CONDUCT AND DRAWING IN RELATION TO DRAW LOTTERY GAMES AND PROMOTIONAL DRAW LOTTERY GAMES	8
RULE 3	APPLICATION OF RULES	9
RULE 4	OBJECT	10
RULE 5	ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME.....	11
RULE 6	RULES APPLYING TO ENTRIES AND TICKETS	12
RULE 7	COMMISSION AND ANCILLARY FEE.....	14
RULE 8	SUBMISSION OF AN ENTRY	15
RULE 9	PRIZES.....	17
RULE 10	ANNOUNCEMENT OF PRIZES	20
RULE 11	PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES.....	21
RULE 12	DISQUALIFICATIONS	25
RULE 13	LIMITATION OF LIABILITY.....	26
RULE 14	EFFECTIVE DATE.....	28
RULE 15	AGREEMENTS RELATING TO A PROMOTIONAL DRAW LOTTERY GAME	29
	SCHEDULE 1.....	31
	SCHEDULE 2.....	32
	SCHEDULE 3.....	33

RULE 1 DEFINITIONS

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

"Act" means the Public Lotteries Act 1996, any amendment, modification, variation, or abrogation thereof for the time being in force;

"Ancillary Fee" means a fee charged to a Player from whom a Reseller accepts an Entry over and above the Subscription and the Commission;

"Approved" means approved in writing by the Minister;

"Australian Consumer Law" means schedule 2 of the *Competition and Consumer Act 2010* (Cth);

"Automatic Entry" means an Entry in respect of a Draw Lottery Game made pursuant to verbal instruction or electronic instruction and includes an Entry previously made by a Player and stored on the central processing computer equipment of the Licensee;

"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);

"Close of Acceptance" means the day and time of day determined by the Licensee and published on the Website after which Entries into a Ticket Pool will not be accepted;

"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;

"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 Draw Lottery Games or Promotional Draw Lottery Games;

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

- (1) a Player's Entry in a Draw Lottery Game; and
- (2) where appropriate a Player's entry in a Promotional Draw Lottery Game;

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

"Consolation Prize" means the Prize won in accordance with Rule 9(f);

"Director" means a Director of the Board of Directors of the Licensee;

"Draw Lottery Game" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations and includes a public lottery named "Super Jackpot" and a public lottery named "Mega Jackpot" but does not include Promotional Draw Lotteries;

"Drawing" means:

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

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

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

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

"Entry" means the Numbers in a Ticket Pool which have been selected on behalf of a Player by the central processing computer equipment by way of an approved form of Entry (including an Automatic Entry), which have been recorded in the central processing computer equipment, which (subject to Rule 6(c)) have been Imprinted on a Ticket and in respect of which the correct Selling Fee has been paid;

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

"Jackpot Prize" means the Prize won in accordance with Rule 9(g);

"Jackpot Number" means the Number selected in a Drawing after the selection of the Winning Numbers in that Drawing;

"Licensee" means New South Wales Lotteries Corporation Pty Ltd;

"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;

"Minister" means the Minister for the time being administering the Act;

"Numbers" has the same meaning as Section 5 of the Act;

"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;

"Outlet" means a place at which a Retailer is permitted to accept completed Entries into Draw Lottery Games and entries into Promotional Draw Lottery Games;

“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 Promotional Draw Lottery Game and who holds, bears and submits a ticket in the Promotional Draw Lottery Game to the Licensee, or a Retailer for the purposes of receiving a Prize;

“Prize” means any Prize determined in accordance with Rule 9;

“Prize Fund” means an account established under Section 27 of the Act and known as the Draw Lottery Prize Fund Account;

“Prize Pool” has the meaning specified in Rule 9(a);

“Prize Pool Contribution” is an amount equal to a percentage of all subscriptions in a Drawing, as specified in Rule 9(c) and (d);

“Prize Reserve Fund” means the fund located in the Prize Fund under Section 27 of the Act containing:

- (1) the amounts specified in Rule 9(c) and (d);
- (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;

“Prize Structure” means the number, nature and value of Prizes available in relation to a Draw Lottery Game as specified in Schedule 3;

“Product Licence” means the product licence granted to the Licensee to Conduct Draw Lottery Games and Promotional Draw Lottery Games pursuant to Section 12 of the Act;

“Promotional Draw Lottery Game” means a public lottery Conducted for the purpose of promoting a Draw Lottery Game, and in respect of which:

- (1) eligibility to enter is confined to Players in a Draw Lottery Game; and
- (2) no further Subscription or Commission is charged;

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

“Provisional Prize” is a Prize (or additional Prize in the case of a Second Drawing) that exceeds \$1,000.00 as shown on a Computer Linked Terminal;

“Provisional Prize Winner” means a Player who holds a Ticket which is eligible for a Provisional Prize;

“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;

“Regulation” means a regulation made under the Act;

"Reseller" means a Retailer, approved by the Minister, who is authorised by the Licensee to receive Subscriptions, Commissions and instructions in respect of a Draw Lottery Game and instructions with respect to a Promotional Draw

Lottery Game from a Player. Such Reseller may receive instructions by post, telephone, facsimile or modem (internet) and such Reseller may receive Prizes for and on behalf of a Player;

"Retailer" means a person or agent appointed or approved by the Licensee for purposes associated with Draw Lottery Games and Promotional Draw Lottery Games Conducted by the Licensee and includes a Reseller;

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

"Second Drawing" means an additional Drawing conducted as part of a Draw Lottery Game in accordance with these Rules;

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

"Subscription" means the amounts paid for Entries but does not include the following:

- (1) Ancillary Fees; or
- (2) Commission, unless the Act expressly provides otherwise;

"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 Draw Lottery Game, 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;

"Ticket Pool" means the pre-determined field of Numbers in a Draw Lottery Game;

"Ticket Number" means the numbers and/or letters Imprinted on a Ticket which constitute an official identification of the Valid issue of a Ticket in a particular Draw Lottery Game;

"Valid" means:

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

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

"Winning Numbers" in relation to a Draw Lottery Game means:

- (1) the Numbers that are selected in a Drawing in respect of each Prize excepting the Jackpot Prize and Consolation Prizes in a Prize Structure;
- (2) the Numbers that are selected in a Second Drawing in respect of each Prize.

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

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

- (a) These Rules are to be read subject to the Act, its Regulations, the Operator Licence, the Product Licence and shall apply to every Drawing in relation to Draw Lottery Games and Promotional Draw Lottery Games.
- (b) Drawings will be conducted in relation to a Draw Lottery Game once all Numbers in a Ticket Pool have been sold and included on Entries in relation to that Draw Lottery Game.
- (c) 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.

- (d) Where a Malfunction in a Drawing Device occurs:
 - (i) any Numbers drawn in respect of that Drawing prior to the Malfunction will not be Winning Numbers;
 - (ii) the Drawing shall be declared null and void; and
 - (1) the Drawing shall be conducted as soon as practicable after the rectification of the Malfunction; or
 - (2) where the Malfunction cannot be rectified, the Drawing shall be conducted using a substitute Drawing Device as soon as practicable after the Malfunction.
- (e) Drawings conducted outside the State of New South Wales shall be conducted and supervised in accordance with the requirements of the relevant regulatory body of the State or Territory in which the Drawings are conducted.
- (f) The Licensee may Conduct a Promotional Draw Lottery Game in such manner and at such times and places as the Chief Executive Officer determines, including (but not limited to), at the absolute discretion of the Chief Executive Officer, the Conduct of a Promotional Draw Lottery Game in conjunction with another Draw Lottery Game or separately from a Draw Lottery Game or otherwise in conjunction with another lottery Conducted by the Licensee.
- (g) A Promotional Draw Lottery Game shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (h) The Prize structure for a Promotional Draw Lottery Game shall comprise the number, nature and value of Prizes to be offered by the Licensee to Players during the period of each Promotional Draw Lottery Game.
- (i) During the period in which the Licensee accepts entries in a Promotional Draw Lottery Game, some of the Prizes in the approved Prize structure may already have been won when a Player enters the Promotional Draw Lottery Game, leaving the balance of Prizes still available to be won by Players at the time of their respective entries.
- (j) A ticket in a Promotional Draw Lottery Game may include one or more Prizes to be won on the same ticket.
- (k) A Promotional Draw Lottery Game may require the Player to have a winning Number on more than one ticket in order to win a prize.

RULE 3 APPLICATION OF RULES

- (a) All instructions and conditions printed on an approved form of Entry and Ticket and these Rules shall apply to each Draw Lottery Game and shall be binding on all Players.
- (b) In the event of any inconsistency between these Rules and the instructions and conditions printed on an approved form of Entry, Ticket or promotional materials, these Rules shall prevail to the extent of the inconsistency.
- (c) These Rules shall apply to each Promotional Draw Lottery Game and shall be binding on all Players.
- (d) By entering a Draw Lottery Game or a Promotional Draw Lottery Game, Players agree to be bound by these Rules. 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 decisions will be final and binding.
- (e) The Rules that are in force at the time of purchase of a Ticket in a Draw Lottery Game or a Promotional Draw Lottery Game 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 Draw Lottery Game is to purchase an Entry containing Numbers that are the same as the Winning Numbers and/or the Jackpot Number.

RULE 5 ELIGIBILITY FOR INCLUSION IN A DRAW LOTTERY GAME

- (a) In order for an Entry to be eligible for inclusion in a Drawing, before the Close of Acceptance of Entries in such Drawing;
 - (i) the Entry must have been recorded in the central processing computer equipment of the Licensee;
 - (ii) a Valid Ticket must have been issued by the Computer Linked Terminal;
 - (iii) the Entry details recorded on such Ticket issued under Rule 5(a)(ii) must match the details held by the Licensee by way of Computer Records; and
 - (iv) the Player must have paid the correct Selling Fee in relation to such Entry.
- (b) Any Ticket issued shall be subject to Rule 6 hereof.

RULE 6 RULES APPLYING TO ENTRIES AND TICKETS

- (a) An approved form of Entry (including Automatic Entry) completed or 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.
- (b) Subject to Rule 6(e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form of acknowledgment issued by the Licensee or its 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. An approved form of Entry shall not have any validity or be of evidence for any purpose after the Ticket has been issued to the Player.
- (c) 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 the Licensee by way of Computer Records shall be considered final and shall determine what Prize or Jackpot Prize, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (d) Without limiting the provisions of Rule 12 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 on the day of purchase, to the place of purchase and prior to the Close of Acceptance of Entries in respect of that Drawing, as determined by the Licensee.
 - (ii) A Retailer who has sold an Entry into a Draw Lottery Game may cancel the Ticket and the Entry to which it relates on the day of purchase of the Entry only.
 - (iii) Upon a Player request, 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.

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(d) does not apply to a Ticket received by a Player as a Consolation Prize.

- (e) 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 that receipt or other information, there has been an error in relation to cancellation of the Ticket. Neither the Retailer 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 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.

- (f) Where an Entry in a Draw Lottery Game has been transferred to the central processing computer equipment via a Computer Linked Terminal and recorded on the computer records but:
- (i) no 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 Drawing; and
 - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Drawing; then
- the Retailer shall meet the cost of the Selling Fee in respect of the 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.
- (g) It is the responsibility of the Player to check that the details shown on a Ticket are correct.
- (h) A Reseller has no authority to verify the accuracy or completion by a Player of any part of an approved form of Entry whether received by post, telephone, facsimile, modem (internet) or otherwise. Entry into a Draw Lottery Game by a Player with a Reseller does not exempt the Player from being bound by these Rules and a Player utilising a Reseller to submit an approved form of Entry shall accept all risks, losses, delays, errors or omissions which may occur in any manner in relation to such approved form of Entry, the issue of any Ticket and the payment of any Prize.
- (i) It shall be the responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (j) A Ticket shall at all times remain the property of the Licensee and a Player shall deliver up any Ticket to the Licensee upon demand.

RULE 7 COMMISSION AND ANCILLARY FEE

- (a) The Licensee is Approved to charge the Player Commission in the amounts specified in Schedule 1 and Schedule 2 of these Rules. By entering a Draw Lottery Game 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 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 Draw Lottery Game or a Promotional Draw Lottery Game.
- (c) An Entry or Automatic Entry may only be made through the Licensee or a Retailer.
- (d) The correct Selling Fee 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) advising the Licensee's representative upon being contacted by such person with notice of having won a Prize; or
 - (iii) completing the relevant section on the membership application form (for Players who become a Registered Player).
- (g) Any marks and other written notations appearing on an approved form of Entry are taken to be made or given exclusively by the Player.
- (h) No Player may submit an approved form of Entry as trustee, representative or nominee for another person or persons. Each transaction effected by a Player will be conducted solely with the Player.
- (i) Other than as provided for in Rules 6(d) and 6(e) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee (acting reasonably).
- (j) Form of entry in a Promotional Draw Lottery Game
 - (i) The Chief Executive Officer is to approve the form of entry for a Promotional Draw Lottery Game prior to the commencement of the Promotional Draw Lottery;
 - (ii) Without limiting Rule 8(j)(i), the form of entry in a Promotional Draw Lottery Game may be any of the following (or combination of the following):
 - (1) part of a Ticket;
 - (2) any other ticket or document;
 - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
 - (iii) If any entry in a Promotional Draw Lottery Game is to consist of a ticket, part of a Ticket or document, such ticket, part of a Ticket or document issued to an entrant in a Promotional Draw Lottery Game:

- (1) constitutes the Player's official receipt;
 - (2) is, following its acceptance, to constitute the Player's acknowledgment of the details on the entry, and acknowledgment that those details are correct; and
 - (3) is to be the only document issued by the Licensee, its Retailers to the entrant evidencing the processing of an entry in the Promotional Draw Lottery Game.
- (iv) The Selling Fee payable for an Entry is set out in Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

RULE 9 PRIZES

- (a) The Prize Pool in a Draw Lottery Game shall be not less than fifty five percent (55%) and not greater than sixty four point six percent (64.6%) of Subscriptions.
- (b) The Prize Structure and Jackpot Prize in a particular Draw Lottery Game shall be funded in whole or in part from the Prize Pool and shall be determined by the Licensee.
- (c) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game is less than the Prize Pool Contribution set out in Schedule 3, that amount representing the difference between that cost and the Prize Pool Contribution shall be retained in the Prize Reserve Fund.
- (d) Where the cost of a Prize Structure and Jackpot Prize in a particular Draw Lottery Game would otherwise exceed the Prize Pool Contribution set out in Schedule 3, the amount representing the difference between that cost and the Prize Pool Contribution shall be drawn from the Prize Reserve Fund.
- (e) A Prize is won by an Entry that contains a Winning Number;
- (f) A Consolation Prize is won by an Entry that contains:
 - (i) A Number in a Ticket Pool that occurs in sequence immediately before, or a Number in a Ticket Pool that occurs in sequence immediately after, a Winning Number, as the case may be, except that:
 - (1) If the Number “1” in a Ticket Pool is a Winning Number then the Number “2” will win two Consolation Prizes; and
 - (2) If the last Number of the Ticket Pool is a Winning Number then the second last Number of the Ticket Pool will win two Consolation Prizes.
 - (ii) The Jackpot Number where the Jackpot Number does not win the Jackpot Prize.
- (g) The Jackpot Prize is won if the Jackpot Number in a Drawing is the same as a Winning Number in that Drawing;
- (h) In relation to the Jackpot Prize for the Super Jackpot:
 - (1) The Guaranteed Minimum Jackpot is set out in Schedule 3;
 - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by the Jackpot Increment amount set out in Schedule 3, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 3;
- (i) In relation to the Jackpot Prize for the Mega Jackpot:
 - (1) The Guaranteed Minimum Jackpot is set out in Schedule 3;
 - (2) If the Jackpot Prize is not won in a Drawing it will increase in value by a Jackpot Increment amount set out in Schedule 3, in each subsequent Drawing until won, after which it will revert to the Guaranteed Minimum Jackpot amount specified in Schedule 3;
- (j) Schedule 3 contains the details of the Ticket Pool, Prize Structure and the Jackpot Prize for the Super Jackpot and the Mega Jackpot.
- (k) Second Drawing

..... The Licensee may, subject to the Approval of the Minister, and shall where the Minister so directs,

provide for the payment of an additional Prize or Prizes, in accordance with the Conditions of the Product Licence, by means of a Second Drawing in any Draw Lottery Game provided that:

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

(l) A Draw Lottery Game may include:

- (i) an additional Prize or Prizes; and/or
- (ii) Prizes paid on special occasions; and/or
- (iii) Prizes paid pursuant to Rule 9(k);

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

(m) Prizes in a Promotional Draw Lottery Game

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

(n) Determination of Prizes in a Promotional Draw Lottery Game

- (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Promotional Draw Lottery Game;
- (ii) The Licensee is to publicly advertise the number, nature and value of, and the conditions relating to payment of, Prizes in each Promotional Draw Lottery Game Conducted by it;

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

RULE 10 ANNOUNCEMENT OF PRIZES

- (a) Following each Drawing of a Draw Lottery Game the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
 - (i) each Winning Number;
 - (ii) the Jackpot Number; and
 - (iii) the value of the Provisional Prizes and the Prizes.
- (b) Following each Drawing of a Draw Lottery Game the Licensee may make available to the media 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 8(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 11(a), 11(b), 11(h) and 11(i) must be made.
- (c) The Licensee may make available to the media the results of each Promotional Draw Lottery Game as soon as possible after the completion of such Promotional Draw Lottery Game.
- (d) The Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) the results of each Second Drawing as soon as possible after the completion of that Second Drawing.

RULE 11 PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES

- (a) In relation to a Draw Lottery Game:
- (i) Other than as provided for Registered Players, any Provisional Prize must be claimed by lodgement with the Licensee of a Prize claim form containing or accompanied by the like particulars set out in Rule 11(j) and any other evidence that the Chief Executive Officer may from time to time require (acting reasonably);
 - (ii) The date of lodgement of a Prize claim in accordance with Rule 11(a)(i) is the day of receipt by the Licensee.
- (b) A Registered Player winning a first prize and/or a Jackpot 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 11(j) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize the Prize may be paid in accordance with the procedure and conditions set out in Rule 11(d) hereof.
- (d) A Provisional Prize shall not be payable as a Prize until after the expiry of the Provisional Period 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 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 and/or a Consolation Prize in which case it will be paid in accordance with Rules 14(b)-(d);
 - (ii) a Prize not claimed or paid in accordance with Rule 14(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 14(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 and/or a Consolation Prize in which case the prize(s) 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, after the drawing date (acting reasonably).
- (g) A Prize not paid by a Retailer in accordance with Rule 11(e) 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 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).

(h) A nominal and reasonable postage, handling or processing fee may be deducted from all Prize payments other than in respect of non-monetary Prizes.

(i) A:

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

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

must claim 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 11(j) and be received not later than ten (10) consecutive calendar days after the Drawing Date, starting on the Drawing Date.

A claim not received in accordance with this Rule 11(i) will be rejected and the Licensee shall have no liability in relation thereto unless the Ticket was wrongly not shown as a winning Ticket on a Computer Linked Terminal as a result of fraud, wilful misconduct or negligent act or omission by the Licensee.

(j) A:

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

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

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

(k) The particulars required for a Prize claim are:

(i) the name and address of the Player;

(ii) the Ticket Number;

(iii) the Winning Number(s) shown on the Ticket;

(iv) the Player's registration number if a Registered Player;

(v) the Ticket, which must be legible and be consistent with the details held by the Licensee's Computer Records and must not be mutilated, altered, reconstituted, counterfeit or stolen; and

(vi) such further evidence or information as the Licensee reasonably requires.

(l) Notwithstanding the provisions of this Rule 11, 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);

(m) 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 the provisions contained in

these Rules governing Prize entitlement.

- (n) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.

- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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. A nominal and reasonable sum may be deducted to cover postage and processing.
- (s) 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. Any Prize sent by the Licensee to a Player and any refund of Selling 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 other than that which is a result of fraud, wilful misconduct or a negligent act or omission by the Licensee.
- (t) The payment of all Prizes pursuant to this Rule 11 will discharge the Licensee from liability notwithstanding the existence of any trust, whether express, constructive or implied. Where the Licensee has paid a Player pursuant to this Rule 11 and the Chief Executive Officer is, after such payment has been made, of the view (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 the fraud, wilful misconduct or a negligent act or omission by the Licensee.
- (u) 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.
- (v) Any Prize to be paid in accordance with Rule 9(k) or Rule 9(m) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may direct (acting reasonably).
- (w) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (x) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds, bears and submits a Ticket as the Prize winner.
- (y) The Licensee accepts no responsibility or liability for lost or stolen Tickets.

(z) Payment of Prizes in a Promotional Draw Lottery Game

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

RULE 12 DISQUALIFICATIONS

- (a) Notwithstanding that a Ticket may have issued, Entry in a Draw Lottery Game or entry in a Promotional Draw Lottery Game may be disqualified and no claim shall be entered in respect of it if the Chief Executive Officer is of the opinion that it should be so disqualified in any of the circumstances described in Rule 12(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.
- (b) The reasons for disqualification include:
 - (i) tender of insufficient Selling Fee or a dishonoured cheque or unacceptable form of remittance;
 - (ii) the Player or Syndicate Player had defaulted in payment of any previous Selling Fee or Syndicate Share Fee;
 - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - (iv) Ticket fails any security tests of the Licensee;
 - (v) reasonable suspicion of unauthorised use of a Computer Linked Terminal; or
 - (vi) 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 therefore and the Licensee may in respect thereof refund to the Player any Selling Fee paid or provide the Player with an equivalent Entry in a future Draw Lottery Game. 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.

RULE 13 LIMITATION OF LIABILITY

- (a) Nothing in these Rules (including in the following provisions of this Rule 13, which must be read subject to this Rule 13(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 events giving rise to the liability, the amount of such Prize; and
 - (ii) in all other cases, \$10,000.
- (c) By entering a Draw Lottery Game 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 subsist for the benefit of the Licensee, Directors, the Chief Executive Officer, the Retailer and all Employees thereof.
- (d) 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.
- (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 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 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 a 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 or responsibility for any consequence of interference with or interruption to any Draw Lottery or Promotional Draw Lottery Game due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (g) In the acceptance and processing of any approved form of Entry or Automatic Entry culminating in the issue of a Ticket or ticket in a Promotional Draw Lottery Game, 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 13(d), in the acceptance of Commission 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 13(a) to 13(i) inclusive as those protected by said Rules.

RULE 14 EFFECTIVE DATE

- (a) The Draw Lottery Rules made pursuant to the Act and in force immediately prior to the date upon which these Rules take effect are rescinded except as provided in Schedule 3 for Entries submitted on or before 17 March 2015.
- (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 the date these Rules take effect, shall be taken to be submitted as Entries in such Drawing or Drawings pursuant to those previous Rules.

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

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

SCHEDULE 1

**SELLING FEES PAYABLE FOR DRAW LOTTERY GAMES THAT APPLY TO
RETAILERS (OTHER THAN RESELLERS)**

Super Jackpot

Entry Type	Selling Fee	Subscription	Commission
1 Number in the Ticket Pool	\$2.30	\$2.00	\$0.30

Mega Jackpot

Entry Type	Selling Fee	Subscription	Commission
1 Number in the Ticket Pool	\$5.70	\$5.00	\$0.70

SCHEDULE 2

SELLING FEES PAYABLE FOR DRAW LOTTERY GAMES THAT APPLY TO RESELLERS

Super Jackpot

Entry Type	Selling Fee	Subscription	Commission
1 Number in the Ticket Pool	\$2.20	\$2.00	\$0.20

Mega Jackpot

Entry Type	Selling Fee	Subscription	Commission
1 Number in the Ticket Pool	\$5.50	\$5.00	\$0.50

SCHEDULE 3

For all Drawings of the Super Jackpot:

Super Jackpot

Ticket Pool = 270,000 sequential numbers from 1 to 270,000

Prize Level	Prize	Number of Prizes
1st Prize	\$100,000	1
2nd Prize	\$10,000	1
3rd Prize	\$5,000	1
4th Prize	\$500	2
5th Prize	\$200	10
6th Prize	\$100	20
7th Prize	\$50	100
8th Prize	\$25	600
9th Prize	\$15	750
10th Prize	\$10	2,480

Consolation Prize Levels	Prize	Number of Prizes
1st Prize	\$1,000	2
2nd Prize	25 x "\$2 Free Ticket"	2
3rd Prize	15 x "\$2 Free Ticket"	2
4th Prize	10 x "\$2 Free Ticket"	4
5th Prize	5 x "\$2 Free Ticket"	20
6th Prize	3 x "\$2 Free Ticket"	40
7th Prize	2 x "\$2 Free Ticket"	200
8th Prize	1 x "\$2 Free Ticket"	1,200
9th Prize	1 x "\$2 Free Ticket"	1,500
10th Prize	1 x "\$2 Free Ticket"	4,960
Jackpot Prize	10 x "\$2 Free Ticket"	1

Jackpot Prize

Guaranteed Minimum Jackpot	\$500,000
Jackpot Increment	\$120,000 - \$137,000
Prize Pool Contribution	61.52%

"\$2 Free Ticket" means a Number in a future Ticket Pool for the Super Jackpot.

For all Drawings of the Mega Jackpot:

Mega Jackpot		
Ticket Pool = 200,000 sequential numbers from 1 to 200,000		
Prize Levels	Prize	Number of Prizes
1st Prize	\$200,000	1
2nd Prize	\$20,000	1
3rd Prize	\$5,000	1
4th Prize	\$1,000	5
5th Prize	\$500	10
6th Prize	\$100	25
7th Prize	\$75	75
8th Prize	\$40	600
9th Prize	\$20	700
10th Prize	\$12	2,800
Consolation Prize Levels	Prize	Number of Prizes
1st Prize	\$1,000	2
2nd Prize	25 x "\$5 Free Ticket"	2
3rd Prize	15 x "\$5 Free Ticket"	2
4th Prize	10 x "\$5 Free Ticket"	10
5th Prize	5 x "\$5 Free Ticket"	20
6th Prize	3 x "\$5 Free Ticket"	50
7th Prize	2 x "\$5 Free Ticket"	150
8th Prize	1 x "\$5 Free Ticket"	1,200
9th Prize	1 x "\$5 Free Ticket"	1,400
10th Prize	1 x "\$5 Free Ticket"	5,600
Jackpot Prize	10 x "\$5 Free Ticket"	1
Jackpot Prize		
Guaranteed Minimum Jackpot	\$1,000,000	
Jackpot Increment	\$215,000 - \$255,000	
Prize Pool Contribution	62.25%	

"\$5 Free Ticket" means a Number in a future Ticket Pool for the Mega Jackpot.