

**PUBLIC LOTTERIES ACT 1996**  
**SET FOR LIFE RULES**

It is hereby notified that the Executive Director, Policy and Programs, L&GNSW under delegation of the Minister administering the Public Lotteries Act 1996 has approved of the following Rules for the Conduct of the Game of Set for Life and Promotional Set for Life. 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 within the context:

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

“Advance Entry” means an Entry for a nominated Draw at least 8 days in advance of the current Draw, whereby the maximum number of advanced Draws will be determined by the Licensee;

“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 Game of Set for Life 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;

“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 will not be accepted in respect of a particular Drawing;

“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 Games of Set for Life or Games of Promotional Set for Life;

“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 Set for Life;
- (2) where appropriate a Player's entry in a Game of Promotional Set for Life;

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

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

"Division 1 Prize Guarantee" means the applicable Division 1 amount for the Set for Life as set out in Rule 10(g)(i);

"Division 2 Prize Guarantee" means the applicable Division 2 amount for Set for Life as set out in Rule 10(g)(ii);

"Drawing" means:

- (1) in relation to a Game of Set for Life (but not including a Second Drawing) the selection of the Winning Numbers and the two Extra 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;

"Drawing Date" in relation to a Game of Set for Life means the date on which the Winning Numbers and the two Supplementary Numbers are selected in respect of that Game of Set for Life 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 Set for Life;

"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 and, where appropriate, also includes an employee of a Retailer;

"Entry" means the Numbers in a Game of Set for Life 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(d)) have been Imprinted on a Ticket and the correct Selling Fee has been paid;

"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 Set for Life and/or a Game of Promotional Set for Life via a Computer Linked Terminal;

"Game of Set for Life" means a public lottery Conducted pursuant to the Act, the Operator Licence, the Product Licence, Rules and Regulations but does not include Games of Promotional Set for Life;

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

- (1) eligibility to enter is confined to Players in a Game of Set for Life; and
- (2) no further Subscription or Commission is charged;

“Game Panel” means:

- (1) a separate matrix on an Entry Coupon containing the Numbers from 1 to 44 in arithmetical sequence; or
- (2) a single game on a Ticket and the Entry to which it relates;

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

“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;

“Multiple Weeks Exchange Ticket” means a Ticket issued to a Player:

- (1) who surrenders a Multiple Weeks Ticket to collect or to claim a Prize won in respect of that Multiple Weeks 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 Weeks Ticket;
- (3) where the Multiple Weeks Exchange Ticket shall be Imprinted with the same Numbers as the Multiple Weeks Ticket surrendered;
- (4) where the Multiple Weeks Exchange Ticket shall be considered the Multiple Weeks Ticket in respect of the remaining Drawing/s.

“Multiple Weeks Ticket” means a Ticket issued in respect of a Multiple Weeks Entry;

“Multiple Weeks Entry” means more than one (1) Weekly Entry that is valid in multiples of seven (7) consecutive Drawings;

“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 Games of Set for Life and entries into Games of Promotional Set for Life;

“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 entered a Game of Promotional Set for Life and who holds, bears and submits a Valid ticket in the Game of Promotional Set for Life to the Licensee or a Retailer for the purposes of receiving a Prize;

“Prize” means any prize determined in accordance with Rule 10;

“Prize Allocation” means that proportion of Subscriptions paid into the Prize Fund for a particular Game of Set for Life as specified in Rule 10(a);

“Prize Fund” means an account established under Section 27 of the Act and known as the Set for Life Prize Fund Account;

“Prize Pool” has the meaning in Rule10(b);

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

- (1) the amounts specified in Rule10(c); and
- (2) an amount representing any unclaimed Prizes, subject to a direction under Section 27A of the Act;

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

“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;

“Provisional Prize” is a Prize in Division 1, Division 2 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;

“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 Game of Set for Life and instructions with respect to a Game of Promotional Set for Life 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 by the Licensee for purposes associated with Games of Set for Life and Games of Promotional Set for Life Conducted by the Licensee and includes a Reseller;

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

“Second Drawing” means an additional Drawing conducted as part of a Game of Set for Life in accordance with the Rules;

“Set for Life” means the Game of Set for Life drawn, subject to Rule 2(c), every day of each week;

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

“Standard Entry” means the Entry referred to in Rule 8;

“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;

“Supplementary Numbers” in relation to a Game of Set for Life means the eighth and ninth numbers drawn for each Game of Set for Life;

“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 Set for Life, 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 Number” means the numbers and/or letters Imprinted on a Ticket which constitute official verification of the valid issue of a Ticket in a particular Game of Set for Life;

“Valid” means:

- (1) in respect of an Entry Coupon, that it satisfies the requirements of these Rules;  
and
- (2) in respect of a Ticket, 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;

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

“Weekly Entry” means an Entry that is valid for seven (7) consecutive Drawings;

“Winning Numbers” in relation to a Game of Set for Life (including a Second Drawing) means the first seven (7) numbers drawn for each Drawing of a Game of Set for Life.

(b) In these Rules unless inconsistent within 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 OF GAMES OF SET FOR LIFE AND GAMES OF PROMOTIONAL SET FOR LIFE**

- (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 Set for Life and Game of Promotional Set for Life.
- (b) A Drawing in relation to a Game of Set for Life shall take place after the Close of Acceptance of Entries for that Drawing of Set for Life.
- (c) Games of Set for Life will be drawn every day of each week unless the Chief Executive Officer determines otherwise 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). Certification of the validity of a Drawing by the Minister's nominee(s) shall be final and binding on all Players.
- (e) Where a Malfunction in a Drawing Device occurs:
  - (i) the Number/s drawn before a Malfunction has commenced shall be invalid Number/s;
  - (ii) another Drawing shall be declared null and void; and
    - (1) another Drawing shall commence or re-commence, as the case may be, as soon as practicable after the rectification of the Malfunction; or
    - (2) where the Malfunction cannot be rectified, the Drawing shall commence (or re-commence as the case may be), using a substitute Drawing Device as soon as practicable after the commencement of the Malfunction and shall continue until all Winning Numbers and Supplementary Numbers are drawn.
- (f) 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.
- (g) The Licensee may Conduct a Game of Promotional Set for Life 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 Set for Life in conjunction with another Game of Set for Life or separately from a Game of Set for Life or otherwise in conjunction with another lottery Conducted by the Licensee.
- (h) A Game of Promotional Set for Life shall, at commencement, have a Prize structure as determined by the Chief Executive Officer.
- (i) The Prize structure for a Game of Promotional Set for Life 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 Set for Life.
- (j) During the period in which the Licensee accepts entries in a Game of Promotional Set for Life some of the Prizes in the approved Prize structure may already have been won when a Player

enters the Game of Promotional Set for Life leaving the balance of Prizes still available to be won by Players at the time of their respective entries.

- (k) A ticket in a Game of Promotional Set for Life may include one or more Prizes to be won on the same ticket.
- (l) A Game of Promotional Set for Life 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 Set for Life 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 such inconsistency.
- (c) These Rules shall apply to each Game of Promotional Set for Life and shall be binding on all Players.
- (d) By entering a Game of Set for Life or a Game of Promotional Set for Life, 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 in force at the time of purchase of a Ticket in a Game of Set for Life or a Game of Promotional Set for Life 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 may be displayed and made available for inspection at each Outlet.

#### **RULE 4            OBJECT**

The Object of the Game of Set for Life is to select seven (7) Winning Numbers in a Game Panel.

**RULE 5                    ELIGIBILITY FOR INCLUSION IN A GAME OF SET FOR LIFE**

- (a)     In order for an Entry to be eligible for inclusion in a Game of Set for Life, before the Close of Acceptance of Entries into that Game of Set for Life;
  - (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 as the case may be in relation to such Entry.
- (b)     Any Ticket issued shall be subject to Rule 6 hereof.

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

- (a) An Entry Coupon may be used by a Player to enter a Game of Set for Life by completing or marking the 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) 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.
- (c) Subject to Rule 6(e) below, acceptance of a Ticket by a Player shall constitute the Player's acknowledgment of the correctness of the details (including Entry details) thereon. The Ticket issued to a Player shall be the only form 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.
- (d) 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, if any, the Player shall be entitled to and the Player shall be bound by any such determination.
- (e) Without limiting the provisions of Rule 13, 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 the first Drawing on that Ticket and subject to the capability of the central processing computer equipment and/or a Computer Linked Terminal.
  - (ii) A Retailer who has sold an Entry into a Game of Set for Life 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.
- (f) 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 cost of the Ticket (inclusive of any Selling Fee) paid in respect of such Entry.

- (g) 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 provided to the Player, 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.
- (h) Where an Entry in a Game of Set for Life 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 Game of Set for Life; and
  - (ii) the Retailer has failed to cancel the Entry before the Close of Acceptance of Entries in respect of that Game of Set for Life; then
- the Retailer shall meet the cost of the Selling Fee, as the case may be, in respect of the Entry and in such case, for the purposes of these Rules, such Retailer shall:
- (iii) be considered a Player as the case may be; and
  - (iv) be the holder of the Entry, as the case may be; and
  - (v) owe the Licensee the amount of the unpaid Selling Fee as a debt due and owing to the Licensee.
- (i) It is the responsibility of the Player to check that the Numbers and other details shown on a Ticket are correct.
- (j) 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, modem (internet) or otherwise. Entry into a Game of Set for Life 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.
- (k) It shall be the responsibility of the Player to ensure the safe custody of a Ticket issued to the Player.
- (l) 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 a Player Commission as specified in these Rules in Schedules 1 and 2 in respect of a Game of Set for Life. By entering a Game of Set for Life 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 changes in accordance with the Reseller's terms and conditions.



## **RULE 8            STANDARD ENTRY**

- (a) A Standard Entry is the selection of seven (7) Numbers in a Game Panel which may be made by way of an Entry Coupon or via Automatic Entry.
- (b) A Standard Entry must be played as a Weekly Entry or Advance Entry.
- (c) Where an Entry Coupon is used in respect of a Standard Entry, seven (7) Numbers shall have been marked in the Game Panel completed on the Entry Coupon.
- (d) The number of Standard Entries that must be played in each Drawing is two (2) or more.
- (e) Where an Entry Coupon is used in respect of a Standard Entry and two or more Game Panels have been marked the Player may request additional Standard Games and/or Standard Entries to be randomly generated, subject to the capability of the Computer Linked Terminal and/or the central processing computer equipment.
- (f) The Selling Fee payable for each Weekly Entry is set out in the Schedule 1 for Retailers (other than Resellers) and Schedule 2 for Resellers.

## **RULE 9                      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 Set for Life or a Game of Promotional Set for Life.
- (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 may 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 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 into the first Set for Life Drawing relating to that Entry. For the purposes of this paragraph an Entry is taken as received when details are recorded on the central processing computer equipment held by the Licensee and the Ticket has issued from a Computer Linked Terminal.
- (j) Other than as provided for in Rule 6(i) no Ticket may be withdrawn or altered after issue to a Player without the consent of the Licensee (acting reasonably).

Form of entry in a Game of Promotional Set for Life:

- (i) The Chief Executive Officer is to approve the form of entry for a Game of Promotional Set for Life prior to commencement of the Game of Promotional Set for Life;
- (ii) Without limiting Rule 9(k)(i), the form of entry in a Game of Promotional Set for Life may be any of the following (or combination of the following):

- (1) part of a Ticket;
  - (2) any other ticket or document;
  - (3) entries made by means of an electronic or mechanical device or by telecommunications system.
- (iii) If any entry in a Game of Promotional Set for Life 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 Set for Life:
  - (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 or its Retailers to the entrant evidencing the processing of an entry in the Game of Promotional Set for Life.

## **RULE 10            PRIZES**

- (a) The Prize Allocation in a Game of Set for Life shall be not less than sixty-three and one quarter percent (63.25%) of Subscriptions.
- (b) The Prize Pool in a Game of Set for Life shall be funded from the Prize Allocation and shall be not more than forty percent (40%) of Subscriptions for a Game of Set for Life.
- (c) The Prize Reserve Fund in respect of a Game of Set for Life shall be funded from the Prize Allocation and shall retain not less than twenty-three and one quarter percent (23.25%) of Subscriptions for a Game of Set for Life.
- (d) The Prize Reserve Fund in respect of a Game of Set for Life shall be used to:
  - (i) fund any difference between a Division 1 Prize Guarantee or a Division 2 Prize Guarantee, and the Prize Pool distribution pursuant to Rule 10(g);
  - (ii) fund any prize payable pursuant to Rule 10(i), Rule 10(j) and Rule 10(k).
- (e) Prizes for each Game of Set for Life shall be paid by the Licensee from the Prize Pool and the Prize Reserve Fund.
- (f) Except as provided for in Rule 10(g)(i) and (ii), any 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.
- (g) Unless otherwise Approved, the Prize Pool and the Prize Reserve Fund will be distributed in the following indicative amounts or percentages that may be varied up or down by the Licensee by a maximum of five (5) percentage points provided the resultant allocation is no lower than half the indicative percentage specified. The Prize Pool distribution for other than Division 1 and Division 2 Prize/s shall be subject to a rounding process (which shall be to the nearest sum containing a five (5) cent multiple). Monies required for rounding up shall be drawn from the Prize Reserve Fund. Where a rounding down process has occurred, the excess monies shall be paid into the Prize Reserve Fund. Where there is no winner in Divisions 3, 4, 5, 6, 7 or 8, the percentage of the Prize Pool specified in that prize level shall be added to the percentage of the Prize Pool specified in the next lower prize level that contains a winning Entry or Entries in that Drawing or, if there are no Prize winning entries in any lower Division, the next higher prize level that contains a winning Entry or Entries.
  - (i) Division 1 Prize Guarantee: a Prize of an amount equal to 0.00% of the Prize Pool plus the amount set out below from the Prize Reserve Fund shall be payable in respect of any Entry which contains all seven (7) Winning Numbers. A Division 1 Prize shall be paid from monies held in the Prize Reserve Fund as follows:
    - (1) If there are no more than four (4) Division 1 Prize winners - the maximum total sum of \$19,200,000 but not exceeding \$4,800,000 for each Division 1 Prize winner, will be paid by equal monthly instalments of \$20,000.00 per month for 20 years to each Division 1 Prize winner; or
    - (2) If there are more than four (4) Division 1 Prize winners, the maximum total sum of \$19,200,000 will be shared equally among those Division 1 Prize

winners and paid by equal monthly instalments (subject to rounding to the nearest sum containing a one (1) cent multiple) for 20 years; and

- (3) Division 1 Prizes will be paid by 240 equal monthly instalments to each Division 1 Prize winner with the first instalment being paid by the Licensee as soon as practicable after 14 days following the Drawing and with each subsequent instalment being paid on the 15th day of each subsequent month until all instalments have been paid; and
  - (4) If no Division 1 Prize is payable in respect of any Entry in a Game of Set for Life, the amount of such Prizes shall be retained in the Prize Reserve Fund.
- (ii) Division 2 Prize Guarantee: a Prize of an amount equal to 0.00% of the Prize Pool plus the amount set out below from the Prize Reserve Fund shall be payable in respect of any Entry which contains six (6) Winning Numbers together with one (1) of the Supplementary Numbers. A Division 2 Prize shall be paid from monies held in the Prize Reserve Fund as follows:
- (1) If there are no more than four (4) Division 2 Prize winners, the maximum total sum of \$240,000 but not exceeding \$60,000 for each Division 2 Prize winner, will be paid by equal monthly instalments of \$5,000.00 per month for 12 months to each Division 2 Prize winner; or
  - (2) If there are more than four (4) Division 2 Prize winners, the maximum total sum of \$240,000 will be shared equally among those Division 2 Prize winners and paid by equal monthly instalments (subject to rounding to the nearest sum containing a one (1) cent multiple) for 12 months; and
  - (3) Division 2 Prizes will be paid by 12 equal monthly instalments to each Division 2 Prize winner with the first instalment being paid as soon as practicable following the Drawing and with each subsequent instalment being paid on the 15<sup>th</sup> day of each subsequent month until all instalments have been paid; and
  - (4) If no Division 2 Prize is payable to an Entry in a Game of Set for Life, the amount of such Prizes shall be retained in the Prize Reserve Fund.
- (iii) Division 3: a Prize of an amount equal to 2.20 % of the Prize Pool shall be payable in respect of any Entry which contains six (6) Winning Numbers.
- (iv) Division 4: a Prize of an amount equal to 2.00 % of the Prize Pool shall be payable in respect of any Entry which contains five (5) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (v) Division 5: a Prize of an amount equal to 4.60 % of the Prize Pool shall be payable in respect of any Entry which contains five (5) Winning Numbers.
- (vi) Division 6: a Prize of an amount equal to 10.60 % of the Prize Pool shall be payable in respect of any Entry which contains four (4) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (vii) Division 7: a Prize of an amount equal to 28.20 % of the Prize Pool shall be payable in respect of any Entry which contains four (4) Winning Numbers.

- (viii) Division 8: a Prize of an amount equal to 52.40 % of the Prize Pool shall be payable in respect of any Entry which contains three (3) Winning Numbers together with one (1) or both of the Supplementary Numbers.
- (h) Each Standard Entry in each Drawing of a Game of Set for Life cannot win a prize in more than one (1) prize level.
- (i) 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 Set for Life provided that:

  - (i) the Second Drawing shall be conducted following any Drawing of a Game of Set for Life, or any combination thereof;
  - (ii) an Entry made in respect of a Game of Set for Life shall be automatically entered into the Second Drawing in respect of that Game of Set for Life 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 may involve the Drawing of any Supplementary Numbers; and
  - (vi) the Second Drawing shall not constitute a separate Game of Set for Life and will be considered as an additional draw of a Game of Set for Life to which and Entry relates.
- (j) A Game of Set for Life may include:
  - (i) an additional Prize or Prizes; and/or
  - (ii) Prizes paid on special occasions; and/or
  - (iii) Prizes paid pursuant to Rule 10(i); and
  - (iv) may be paid in monetary terms or in kind.
- (k) Prizes in a Game of Promotional Set for Life:
  - (i) 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 Set for Life 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; and
- (ii) must not consist of or include:
  - (1) tobacco; or
  - (2) liquor within the meaning of the Liquor Act 1982.
- (I) Determination of Prizes in a Game of Promotional Set for Life:
  - (i) The Chief Executive Officer is to determine the number, nature and value of Prizes in each Game of Promotional Set for Life.
  - (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 Set for Life 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 Set for Life, 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 Set for Life are payable in such manner as is approved by the Chief Executive Officer for the purposes of that Game of Promotional Set for Life.

## **RULE 11            ANNOUNCEMENT OF PRIZES**

- (a)      Following each Drawing of a Game of Set for Life the Licensee shall make available to the media (and elsewhere at the Chief Executive Officer's discretion) as soon as possible after, and in respect of, that Drawing:
  - (i)       the Winning Numbers and the Supplementary Numbers;
  - (ii)      the total amount of the Prize Pool and Prize Reserve Fund allocated to each prize level; and
  - (iii)     the value of each Prize level and the number of Prize Winners in each Prize level.
  
- (b)      Following each Drawing of a Game of Set for Life 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 9(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 Rule 12(a), Rule 12(b), Rule 12(i) and Rule 12(k) must be made.
  
- (c)      The Licensee may make available to the media the results of each Game of Promotional Set for Life as soon as possible after the completion of such Game of Promotional Set for Life.
  
- (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 12            PROCEDURES FOR CLAIMING AND PAYMENT OF PRIZES**

- (a) In relation to a Game of Set for Life:
- (i) Other than as provided for Registered Players, any Division 1 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 12(n) 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 12(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 12(n) hereof.
- (c) Where a Registered Player has been requested to claim a Provisional Prize in accordance with Rule 12(b) the Prize may be paid in accordance with the procedure and conditions set out in Rule 12(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 funds by electronic funds transfer into the Prize winner's online Australian bank account.
- But if the Provisional Prize is a Division 1 or Division 2 Prize, such a Prize is strictly payable by electronic funds transfer into the Prize winner's online account and Rule 12(d)(ii) does not apply.
- (e) The right of a Division 1 Prize winner or Division 2 Prize winner to receive an instalment of any Prize, is not transferable or assignable.
- (f) If the winner of a Division 1 Prize or Division 2 Prize receives one or more instalments of the relevant Prize and then fails to update his or her personal details and/or his or her nominated Australian bank account details resulting in an instalment of the prize being unpaid to such winner then the relevant unpaid instalment of the prize will remain payable to such winner.
- (g) For Registered Players, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid upon surrender of a winning Ticket either:
- (i) by a Retailer with a Computer Linked Terminal not earlier than the day immediately after the relevant Drawing Date, and not later than a period determined by the Chief Executive Officer (acting reasonably); or
  - (ii) if the Prize is linked to a winning Entry that is entitled to a Provisional Prize, at the same time the Provisional Prize is payable to the Player in accordance with these Rules.

Prizes not so claimed will 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 players' nominated Australian bank account.

- (h) For a Player who is not a Registered Player, any Prize not exceeding \$1,000.00 shown on a Computer Linked Terminal will be paid to a Player, upon surrender of a winning Ticket, by a Retailer with a Computer Linked Terminal within a period of time determined by the Chief Executive Officer following the Drawing Date (acting reasonably).
- (i) Subject to Rule 12(a), Rule 12(b), Rule 12(c), Rule 12(d), Rule 12(g) and Rule 12(h) above, a Player being eligible for a Prize on a Multiple Weeks Ticket may claim or collect that Prize and be issued with a Multiple Weeks Exchange Ticket for any subsequent Drawings. For Registered Players, any unclaimed Multiple Weeks Ticket Prizes will not be paid until after the last Drawing on the winning Ticket.
- (j) A Prize not paid by a Retailer in accordance with Rule 12(h) 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).
- (k) A:
  - (i) Registered Player who claims to be entitled to a Division 1 Prize pursuant to Rule 12(b) and who has not been notified within five (5) days in accordance with Rule 12(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. Such Prize claim form must contain or be accompanied by the like particulars set out in Rule 12(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 Rule 12(k) 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.
- (l) The Entry subject of a claim for a Provisional Prize made in accordance with Rule 12(k) 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.
- (m) A:
  - (i) Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal; or
  - (ii) Registered Player who claims to be entitled to a Prize or share of a Prize not exceeding \$1,000.00 and whose Ticket is not shown as a winner on a Computer Linked Terminal and/or where the Prize has not been paid in accordance with Rule 12(g);

must lodge a Prize claim form containing or accompanied by the like particulars set out in Rule 12(n).

- (n) The particulars required in accordance with the provisions of Rule 12(a), Rule 12(b), Rule 12(k) and Rule 12(m), 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 winning 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) Notwithstanding the provisions of this Rule 12:
  - (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 or share of 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 or share of a Prize as is being paid to winning Players.
- (p) 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 the winning Ticket together with such evidence as the Chief Executive Officer deems necessary to prove that the person is the Player entitled to that Prize or Provisional Prize. Such entitlement must be proved to the satisfaction of the Chief Executive Officer notwithstanding the fact that the person claiming to be entitled to a Prize or 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.
- (q) All cheques will be crossed and marked "Not Negotiable" and will be drawn in favour of the Player in accordance with these Rules.
- (r) Subject to Rule 12(k), 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.
- (s) The payment of a Prize or share of a Prize to any Player who is known to have died before receiving any or all of the monthly Instalments shall be paid in a single lump sum to the deceased winner's estate, subject to the provision of documentation acceptable to the Chief Executive Officer.
- (t) Subject to Section 27 of the Act and Rule 12(f), all unclaimed or uncollected Prizes shall be retained in the Prize Fund for payment to the Players entitled thereto.
- (u) Remittances for payments of Prizes may include all Prizes won on the same Ticket.

- (v) Where payment by the Licensee of a Prize or share of a Prize is made by cheque, such cheque will be forwarded by such of the following methods as the Chief Executive Officer may 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.
- (w) Where payment of a Prize or share of a Prize is made by cheque and mailed, it shall be posted to the name and address shown on the claim form or, in the case of a Registered Player, 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.
- (x) Any Prize or share of a 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.
- (y) The payment of all Prizes pursuant to this Rule 12 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 12 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.
- (z) A Prize or share of 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 or a share of a Prize must be forwarded by the Player to the Licensee direct.
- (aa) Any Prize or share of a Prize to be paid in accordance with Rule 10(i) or Rule 10(k) shall be forwarded to the winner thereof in such manner as the Chief Executive Officer may direct (acting reasonably).
- (bb) No Prize shall be payable in respect of a Ticket which fails any confidential security test of the Licensee.
- (cc) The Licensee shall be entitled, in its absolute discretion, to recognise the person who holds,

bears and submits a Ticket as the Prize winner (which is a requirement) , except where such a Ticket is identified as belonging to a Registered Player and the person presenting the relevant Ticket is not the Registered Player to whom the Ticket is registered.

(dd) The Licensee accepts no responsibility or liability for lost or stolen Tickets. The Licensee is not liable to pay a prize where the winning Ticket cannot be furnished.

(ee) Payment of Prizes in a Game of Promotional Set for Life:

(i) A Prize is not payable in a Game of Promotional Set for Life unless:

- (1) the entry submitted in a Game of Promotional Set for Life is in the form determined by the Chief Executive Officer under Rule 9(k)(i); and
- (2) if the form of entry requires the Player to have purchased a Ticket in a Game of Set for Life, the Ticket in the Game of Set for Life must satisfy any test used by the Chief Executive Officer to determine whether the Ticket in the Game of Set for Life is Valid; and
- (3) the claimant has complied with all conditions relating to the Game of Promotional Set for Life advertised under Rule 9(k)(ii).

(ii) The Licensee may record on an entry in a Game of Promotional Set for Life a verification code or other test and use it to determine whether the entry in a Game of Promotional Set for Life is Valid and whether it has won a Prize. A Prize is not payable in respect of an entry in a Game of Promotional Set for Life, on which such a test is recorded, if the entry does not satisfy the test.

## **RULE 13            DISQUALIFICATIONS**

(a)     Notwithstanding that:

- (i)       acceptance of Entries into a Game of Set for Life 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 Set for Life or entry in a Game of Promotional Set for Life may be disqualified and no Prize claim shall be made or accepted 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 13(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 Set for Life 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 therefore 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 which 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 13(d) then:

- (i)       in the case of a Division 1 Prize and/or Division 2 Prize, the provisions of Rule 10(g)(i) and Rule 10(g)(ii) will apply;
- (ii)      otherwise the value and numbers of winners will be varied in accordance with Rule 10(g)(iii) to (viii).

## **RULE 14            LIMITATION OF LIABILITY**

- (a) Nothing in these Rules (including in the following provisions of this Rule 14, which must be read subject to this Rule 14(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 Game of Set for Life or a Game of Promotional Set for Life a Player acknowledges that they have entered into an agreement with the Licensee and, where the 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 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 of the Licensee, shall have no liability for any consequence of interference with or interruption to any Game of Set for Life or Game of Promotional Set for Life 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 Set for Life, 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 14(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 14(a) to 14(i) inclusive as those protected by said Rules.



## **RULE 15            AGREEMENTS RELATING TO A GAME OF PROMOTIONAL SET FOR LIFE**

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 Set for Life.

## SCHEDULE 1    SELLING FEES PAYABLE FOR THE GAME OF SET FOR LIFE THAT APPLY TO RETAILERS (OTHER THAN RESELLERS)

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

Entry Type (Game Panels)	Equivalent Standard Games for a Weekly Entry	Selling Fee	Subscription	Commission
2	14	\$9.45	\$8.40	\$1.05
3	21	\$14.15	\$12.60	\$1.55
4	28	\$18.85	\$16.80	\$2.05
5	35	\$23.60	\$21.00	\$2.60
6	42	\$28.30	\$25.20	\$3.10
7	49	\$33.00	\$29.40	\$3.60
8	56	\$37.75	\$33.60	\$4.15
9	63	\$42.45	\$37.80	\$4.65
10	70	\$47.15	\$42.00	\$5.15
11	77	\$51.90	\$46.20	\$5.70
12	84	\$56.60	\$50.40	\$6.20
13	91	\$61.30	\$54.60	\$6.70
14	98	\$66.05	\$58.80	\$7.25
15	105	\$70.80	\$63.00	\$7.80
16	112	\$75.45	\$67.20	\$8.25
17	119	\$80.20	\$71.40	\$8.80
18	126	\$84.90	\$75.60	\$9.30
19	133	\$89.60	\$79.80	\$9.80
20	140	\$94.35	\$84.00	\$10.35
21	147	\$99.05	\$88.20	\$10.85
22	154	\$103.75	\$92.40	\$11.35
23	161	\$108.50	\$96.60	\$11.90
24	168	\$113.20	\$100.80	\$12.40
25	175	\$117.90	\$105.00	\$12.90
26	182	\$122.65	\$109.20	\$13.45
27	189	\$127.35	\$113.40	\$13.95
28	196	\$132.05	\$117.60	\$14.45
29	203	\$136.80	\$121.80	\$15.00
30	210	\$141.50	\$126.00	\$15.50
31	217	\$146.20	\$130.20	\$16.00

Entry Type (Game Panels)	Equivalent Standard Games for a Weekly Entry	Selling Fee	Subscription	Commission
32	224	<b>\$150.95</b>	\$134.40	\$16.55
33	231	<b>\$155.65</b>	\$138.60	\$17.05
34	238	<b>\$160.35</b>	\$142.80	\$17.55
35	245	<b>\$165.10</b>	\$147.00	\$18.10
36	252	<b>\$169.80</b>	\$151.20	\$18.60
37	259	<b>\$174.50</b>	\$155.40	\$19.10
38	266	<b>\$179.25</b>	\$159.60	\$19.65
39	273	<b>\$183.95</b>	\$163.80	\$20.15
40	280	<b>\$188.65</b>	\$168.00	\$20.65
41	287	<b>\$193.40</b>	\$172.20	\$21.20
42	294	<b>\$198.10</b>	\$176.40	\$21.70
43	301	<b>\$202.80</b>	\$180.60	\$22.20
44	308	<b>\$207.55</b>	\$184.80	\$22.75
45	315	<b>\$212.25</b>	\$189.00	\$23.25
46	322	<b>\$216.95</b>	\$193.20	\$23.75
47	329	<b>\$221.70</b>	\$197.40	\$24.30
48	336	<b>\$226.40</b>	\$201.60	\$24.80
49	343	<b>\$231.10</b>	\$205.80	\$25.30
50	350	<b>\$235.85</b>	\$210.00	\$25.85

## SCHEDULE 2    SELLING FEES PAYABLE FOR THE GAME OF SET FOR LIFE THAT APPLY TO RESELLERS

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

Entry Type (Game Panels)	Equivalent Standard Games for a Weekly Entry	Selling Fee*	Subscription	Commission
2	14	\$9.20	\$8.40	\$0.80
3	21	\$13.75	\$12.60	\$1.15
4	28	\$18.35	\$16.80	\$1.55
5	35	\$22.95	\$21.00	\$1.95
6	42	\$27.55	\$25.20	\$2.35
7	49	\$32.15	\$29.40	\$2.75
8	56	\$36.70	\$33.60	\$3.10
9	63	\$41.30	\$37.80	\$3.50
10	70	\$45.90	\$42.00	\$3.90
11	77	\$50.50	\$46.20	\$4.30
12	84	\$55.10	\$50.40	\$4.70
13	91	\$59.70	\$54.60	\$5.10
14	98	\$64.25	\$58.80	\$5.45
15	105	\$68.85	\$63.00	\$5.85
16	112	\$73.45	\$67.20	\$6.25
17	119	\$78.05	\$71.40	\$6.65
18	126	\$82.65	\$75.60	\$7.05
19	133	\$87.20	\$79.80	\$7.40
20	140	\$91.80	\$84.00	\$7.80
21	147	\$96.40	\$88.20	\$8.20
22	154	\$101.00	\$92.40	\$8.60
23	161	\$105.60	\$96.60	\$9.00
24	168	\$110.15	\$100.80	\$9.35
25	175	\$114.75	\$105.00	\$9.75
26	182	\$119.35	\$109.20	\$10.15
27	189	\$123.95	\$113.40	\$10.55
28	196	\$128.55	\$117.60	\$10.95
29	203	\$133.15	\$121.80	\$11.35
30	210	\$137.70	\$126.00	\$11.70
31	217	\$142.30	\$130.20	\$12.10
32	224	\$146.90	\$134.40	\$12.50

Entry Type (Game Panels)	Equivalent Standard Games for a Weekly Entry	Selling Fee*	Subscription	Commission
33	231	<b>\$151.50</b>	\$138.60	\$12.90
34	238	<b>\$156.10</b>	\$142.80	\$13.30
35	245	<b>\$160.65</b>	\$147.00	\$13.65
36	252	<b>\$165.25</b>	\$151.20	\$14.05
37	259	<b>\$169.85</b>	\$155.40	\$14.45
38	266	<b>\$174.45</b>	\$159.60	\$14.85
39	273	<b>\$179.05</b>	\$163.80	\$15.25
40	280	<b>\$183.60</b>	\$168.00	\$15.60
41	287	<b>\$188.20</b>	\$172.20	\$16.00
42	294	<b>\$192.80</b>	\$176.40	\$16.40
43	301	<b>\$197.40</b>	\$180.60	\$16.80
44	308	<b>\$202.00</b>	\$184.80	\$17.20
45	315	<b>\$206.60</b>	\$189.00	\$17.60
46	322	<b>\$211.15</b>	\$193.20	\$17.95
47	329	<b>\$215.75</b>	\$197.40	\$18.35
48	336	<b>\$220.35</b>	\$201.60	\$18.75
49	343	<b>\$224.95</b>	\$205.80	\$19.15
50	350	<b>\$229.55</b>	\$210.00	\$19.55

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